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DISTRICT JUDGE JONATHAN NG PANG ERN

28 SEPTEMBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 302

District Court Originating Claim No 929 of 2024

Between

PRIME LODGE (2021) PTE
LTD

... Claimant(s)

And

UNITED LAUNDRY PTE
LTD

... Defendant(s)

JUDGMENT

[Contract — Contractual terms]

[Restitution — Failure of consideration — Total failure of consideration]

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Prime Lodge (2021) Pte Ltd

v

United Laundry Pte Ltd

[2026] SGDC 302

District Court Originating Claim No 929 of 2024

District Judge Jonathan Ng Pang Ern

23 March, 16–17 June, 31 August 2026

28 September 2026

Judgment reserved.

District Judge Jonathan Ng Pang Ern:

1 This is a trial about allegedly unwashed laundry.

2 The Claimant and the Defendant entered into a contract under which the Defendant was to provide laundry services for the Claimant's dormitory for a term of one year, with an option to extend the contract for a second year. The Claimant made payment in accordance with the contract for the entirety of the first year. However, it now claims that the Defendant stopped providing its laundry services some three months into the contract, and brings this action based on what it says is the Defendant's total failure of consideration. On the other hand, the Defendant claims that it provided its laundry services not only throughout the first year, but also after the Claimant extended the contract for a

second year. It therefore counterclaims for the unpaid laundry services it provided in the second year.

3 Was the contract extended? And, more importantly, did the Defendant provide its laundry services beyond the first three months of the contract? Having considered the evidence and the parties’ submissions, I dismiss the claim and allow the counterclaim. These are the reasons for my decision.

Background

4 The Claimant is a company that operates hostels and dormitories¹ and the Defendant is a company that is in the business of providing laundry services.² In August 2021, the parties entered into a service agreement (the “Service Agreement”) under which: (a) the Defendant was to provide laundry services to the Claimant for a fee; and (b) the Defendant was to provide coin-operated washing machines to the Claimant and the parties were to share the profits from these coin-operated washing machines.³ These services were to be provided in respect of the Claimant’s dormitory known as Prime Lodge.⁴

5 The Service Agreement took effect on 1 October 2021.⁵ Pursuant to cl 5 of the Service Agreement, the Service Agreement was to last for one year (*ie*, until 30 September 2022), with an option to extend the Service Agreement for

¹ Statement of Claim at para 1.

² Defence and Counterclaim at para 3.

³ Statement of Claim at paras 3-4.

⁴ Statement of Claim at para 7(a); Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 5.

⁵ Statement of Claim at para 5; Defence and Counterclaim at para 10.

a second year.⁶ The parties' arrangement proceeded without a hitch until 14 January 2022.⁷

6 The Claimant's case is that from 15 January 2022 until the Service Agreement lapsed on 30 September 2022, the Defendant stopped providing its laundry services even though the Defendant continued to issue monthly invoices to the Claimant, and the Claimant continued to make payment under these invoices.⁸ In addition, the Defendant also failed to: (a) issue radio-frequency identification ("RFID") tags to new residents of Prime Lodge after 14 January 2022;⁹ and (b) deliver the Claimant's share of the profits from the coin-operated washing machines to the Claimant.¹⁰ The Claimant's claim is thus for the sum of \$89,527.48, this being the sum it paid to the Defendant for laundry services from 15 January 2022 to 30 September 2022.¹¹ The claim, as set out in the Statement of Claim, is based on a total failure of consideration.¹² The Claimant's closing submissions clarify that there are two aspects to this: (a) the Defendant's alleged failure to provide its laundry services; and (b) the Defendant's alleged failure to issue RFID tags. Notably, the Statement of Claim does not make a claim for the Claimant's share of the profits from the coin-operated washing machines.

7 On its part, the Defendant's case is that after the Service Agreement's initial one-year term expired on 30 September 2022, the Claimant, by its

⁶ Defence and Counterclaim at para 8(c); Agreed Statement of Facts at para 3.

⁷ Statement of Claim at para 6.

⁸ Statement of Claim at paras 8 and 10-11.

⁹ Statement of Claim at para 8(d).

¹⁰ Statement of Claim at para 9.

¹¹ Statement of Claim at para 11.

¹² Statement of Claim at para 11.

conduct, extended it for a second year from 1 October 2022.¹³ Moreover, the Defendant provided its laundry services in accordance with the Service Agreement all the way until 27 January 2023, when the Claimant informed the Defendant to cease its laundry services immediately.¹⁴ Accordingly, not only does the Defendant deny that there was a total failure of consideration on its part,¹⁵ it also counterclaims the sum of \$55,742.47 for the laundry services it provided to the Claimant from 1 October 2022 to 27 January 2023.¹⁶ As for the RFID tags, the Defendant's case is that it had continued to issue RFID tags to new residents of Prime Lodge insofar as it was made aware of these new residents.¹⁷

8 Given this background, the issues that arise for my determination are as follows:

- (a) whether there was a total failure of consideration arising from the Defendant's alleged failure to provide its laundry services from 15 January 2022 to 30 September 2022;
- (b) whether there was a total failure of consideration arising from the Defendant's alleged failure to issue RFID tags from 15 January 2022 to 30 September 2022; and
- (c) whether the Service Agreement was extended for a second year from 1 October 2022.

¹³ Defence and Counterclaim at paras 28 and 41.

¹⁴ Defence and Counterclaim at paras 17, 22, 28 and 44.

¹⁵ Defence and Counterclaim at para 36.

¹⁶ Defence and Counterclaim at paras 42 and 45.

¹⁷ Defence and Counterclaim at para 22.

9 For completeness, I should point out that, in its closing submissions, the Claimant has included an alternative cause of action in breach of contract. This is based on the same grounds set out in [8(a)] and [8(b)] above.¹⁸ However, it is trite that a party is bound by its pleadings. As the cause of action in breach of contract is unpleaded (indeed, the term “breach” does not even appear in the Statement of Claim), I will not be considering it.

Whether there was a total failure of consideration arising from the Defendant’s alleged failure to provide its laundry services from 15 January 2022 to 30 September 2022

10 I first consider whether there was a total failure of consideration arising from the Defendant’s alleged failure to provide its laundry services from 15 January 2022 to 30 September 2022. On this issue, I find that the Defendant provided its laundry services from 15 January 2022 to 30 September 2022 and, indeed, until 27 January 2023. There was therefore no total failure of consideration. I arrive at this conclusion because the evidence that the Claimant relies on is inconclusive. In contrast, the Defendant’s account is credible and more probable than the Claimant’s account.

The evidence that the Claimant relies on is inconclusive

11 The Claimant’s case is that the Defendant stopped providing its laundry services after 14 January 2022. In advancing this case, the Claimant relies primarily on Prime Lodge’s entry records, which were maintained using a system known as SmartDorm.¹⁹ The Claimant has produced a printout from

¹⁸ Claimant’s Closing Submissions at paras 4(c) and 55.

¹⁹ Claimant’s Closing Submissions at para 34.

SmartDorm that shows that the Defendant’s employees entered Prime Lodge on 26 days between 5 October 2021 and 21 January 2023.²⁰ The entries were on:

- (a) 5, 6, 7, 8, 9, 12, 13, 22, 25 and 28 October 2021;
- (b) 3, 9, 10, 26 and 27 November 2021;
- (c) 11, 14, 17 and 27 December 2021;
- (d) 3 and 14 January 2022;
- (e) 10 February 2022;
- (f) 29 November 2022;
- (g) 19 December 2022; and
- (h) 20 and 21 January 2023.

12 The Claimant’s point is that Prime Lodge’s entry records show that the Defendant’s employees responsible for collecting and delivering the laundry did not attend at Prime Lodge from 15 January 2022 to 30 September 2022.²¹ However, in my assessment, Prime Lodge’s entry records are incomplete.

13 First, Prime Lodge’s entry records did not capture all of the Defendant’s employees’ entries into Prime Lodge. The evidence on how Prime Lodge’s entry records were captured comes from Mr Kee Tian Si (“Sunny”), who took over as Prime Lodge’s dormitory manager in October 2022,²² and Ms Nur Jannatu Raudhah Binte Yusoff (“Janna”), who was the Claimant’s admin and

²⁰ Affidavit of Evidence-in-Chief of Kee Tian Si at pp 16-18.

²¹ Claimant’s Closing Submissions at para 34.

²² Affidavit of Evidence-in-Chief of Kee Tian Si at para 3.

human resources manager.²³ Sunny’s evidence was that his assistant dormitory manager (“Anwar”) had informed him that the requirement for visitors to sign in using SmartDorm was “very strictly enforced”,²⁴ but this is clearly hearsay evidence. Sunny also deposed that he “continued to ensure that [the requirement for visitors to sign in using SmartDorm] was strictly enforced”.²⁵ However, Sunny only took over as Prime Lodge’s dormitory manager in October 2022, which is *after* the Service Agreement’s initial one-year term expired on 30 September 2022. In any event, the evidence does not suggest that Sunny was personally stationed at the entry point to ensure compliance with his directions. Similarly, although Janna’s evidence was that the Claimant was “very strict” in enforcing the requirement for visitors to sign in using SmartDorm because of the COVID-19 restrictions in force,²⁶ it is clear that Janna was not stationed at Prime Lodge.²⁷ All said, while Sunny and Janna might like to believe, and might genuinely believe, that the Claimant’s employees had strictly enforced the requirement for visitors to sign in using SmartDorm so as to comply with the COVID-19 tracking and tracing requirements which were then in force, the reality is that neither of them is really in a position to offer direct evidence on this issue. On a related note, I should also add that while the Claimant seeks to rely on the *existence* of the COVID-19 tracking and tracing requirements (to the effect that the Claimant would not have risked sanction over non-compliance),²⁸ this, by itself, is neither here nor there.

²³ Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 4.

²⁴ Affidavit of Evidence-in-Chief of Kee Tian Si at paras 11, 12(f) and 13.

²⁵ Affidavit of Evidence-in-Chief of Kee Tian Si at para 12(f).

²⁶ Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 20.

²⁷ Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 6.

²⁸ Claimant’s Closing Submissions at paras 35 and 43-44.

14 In contrast, the Defendant offered evidence from Mr Kalimuthu Ramkumar (“Ram”), who was one of two drivers employed by the Defendant and assigned to collect and deliver laundry from and to Prime Lodge.²⁹ Ram’s evidence was that when the Defendant first started providing its laundry services at Prime Lodge, the gate at Prime Lodge was always locked and he would have to make a call to a phone number that was written on a piece of paper pasted on the gate. Thereafter, the gate would be opened remotely and he would then drive his vehicle into Prime Lodge to collect or deliver the laundry. However, after the first two or three months of the Service Agreement, there was no longer a need for him to make the call: the gate would always be open and he would just drive his vehicle into Prime Lodge to collect or deliver the laundry.³⁰ Ram maintained this version of events under cross-examination.³¹ His evidence is also broadly consistent with how Prime Lodge’s entry records show a greater number of entries by the Defendant’s employees in October, November and December 2021. I accept that it is unclear whether Ram’s making of the call would translate into an entry in Prime Lodge’s entry records. Nevertheless, the point I make is that, unlike Sunny and Janna, Ram had personally interacted with Prime Lodge’s entry process. More to the point, the implication of Ram’s evidence is clear: Prime Lodge’s entry records did not capture all of the Defendant’s employees’ entries into Prime Lodge.

15 The Claimant seeks to impugn Ram’s evidence by pointing out that while Ram deposed in his affidavit of evidence-in-chief that he had collected and delivered laundry from and to Prime Lodge on Tuesdays, Thursdays and Saturdays (with the other driver doing so on Mondays, Wednesdays and

²⁹ Affidavit of Evidence-in-Chief of Kalimuthu Ramkumar at paras 3-5.

³⁰ Affidavit of Evidence-in-Chief of Kalimuthu Ramkumar at paras 7-8.

³¹ Certified Transcript for 17 June 2026 at pp 29-32 and 37-39.

Fridays), Prime Lodge’s entry records show that a good number of Ram’s entries were on Mondays, Wednesdays and Fridays.³² However, at the trial, Ram explained that there were instances where he was asked to cover the other driver’s duties.³³ In any event, even if Ram was mistaken as to the days on which he collected and delivered laundry from and to Prime Lodge, I do not think this casts serious doubt on his evidence on Prime Lodge’s entry process.

16 If anything, it seems that Ram’s evidence, to the extent that it seems to suggest that Prime Lodge’s entry records did capture all of the Defendant’s employees’ entries into Prime Lodge in the first two or three months of the Service Agreement, is quite forgiving to the Claimant. In its closing submissions, the Defendant points out that there were WhatsApp messages from Mr Karuppaiah Alagarsamy (“Samy”), the Defendant’s operations manager,³⁴ suggesting that the Defendant’s employees had visited Prime Lodge on 11 October 2021 and 12 November 2021, but these were not captured in Prime Lodge’s entry records.³⁵ These messages show Samy reporting, respectively, that laundry bags had been handed over to the Claimant and distributed to the rooms at Prime Lodge.³⁶ They indicate that *even* in the first two or three months of the Service Agreement, Prime Lodge’s entry records did not capture all of the Defendant’s employees’ entries into Prime Lodge.

17 Second, the way in which Prime Lodge’s entry records were retrieved is problematic. In his affidavit of evidence-in-chief, Sunny explained that

³² Claimant’s Closing Submissions at para 45.

³³ Certified Transcript for 17 June 2026 at pp 25 and 28-29.

³⁴ Affidavit of Evidence-in-Chief of Karuppaiah Alagarsamy at para 1.

³⁵ Defendant’s Closing Submissions at para 28.

³⁶ Affidavit of Evidence-in-Chief of Karuppaiah Alagarsamy at pp 23-24 and 27.

whenever a visitor came to Prime Lodge, they would need to state the “institution” they were from and their full name.³⁷ Although not entirely clear, it seems that Sunny had retrieved Prime Lodge’s entry records by doing a search for “United” in SmartDorm (the Defendant’s name is United Laundry Pte Ltd).³⁸ This method of retrieval assumes that: (a) the visitor’s “institution” was a mandatory field in SmartDorm; or (b) if it was not, the Claimant’s employees would nevertheless have insisted that this information be provided. These are critical assumptions but there is no evidence establishing them. The corollary is that there could well be entries by the Defendant’s employees that were captured in SmartDorm but, because they did not include these employees’ “institution”, they were not picked up by Sunny’s method of retrieval and therefore not reflected in Prime Lodge’s entry records.

18 Third, Prime Lodge’s entry records are inconsistent with the Service Agreement. Under cl 2 of the Service Agreement, collection and delivery was to take place from Monday to Saturday, excluding Sundays and public holidays. In other words, the Defendant’s employees should be entering Prime Lodge six times a week. Yet, even for the period which the Claimant is not taking issue with (*ie*, from 1 October 2021 to 14 January 2022), Prime Lodge’s entry records do not reflect entry by the Defendant’s employees at this frequency. In its closing submissions, the Claimant highlights that laundry is an “essential task” that needs to be “carried out regularly”; if the laundry is collected and delivered unpredictably and/or irregularly, then this is “as good as not having a laundry service in the first place”.³⁹ Yet, notwithstanding this, the Claimant is not

³⁷ Affidavit of Evidence-in-Chief of Kee Tian Si at para 18(e).

³⁸ Affidavit of Evidence-in-Chief of Kee Tian Si at para 18(e)(i); Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 22.

³⁹ Claimant’s Closing Submissions at para 57.

claiming for all the days between 1 October 2021 and 14 January 2022 where the Defendant should have, but apparently did not, collect and deliver the laundry in accordance with the Service Agreement. In my view, this undermines the Claimant’s suggestion that Prime Lodge’s entry records are complete.

19 For the above reasons, I find that Prime Lodge’s entry records are incomplete and therefore inconclusive on whether the Defendant’s employees attended at Prime Lodge from 15 January 2022 to 30 September 2022. I make four further points at this juncture.

20 First, I note that Prime Lodge’s entry records also show that the Defendant’s employees entered Prime Lodge on five dates *after* 14 January 2022. However, I do not regard this as evidence that the Defendant provided its laundry services after 14 January 2022 because these were entries by Mr Chew Wee Siang Dexter (“Dexter”), the Defendant’s managing director,⁴⁰ and Samy. Neither Dexter nor Samy was responsible for collecting and delivering the laundry.⁴¹

21 Second, the Claimant points out that three entries in Prime Lodge’s entry records have been independently corroborated, thus attesting to their “accuracy at detecting visitors”.⁴² However, this does not take the Claimant very far. The point at [13]-[16] above is not that Prime Lodge’s entry records included fictitious entries by the Defendant’s employees; it is that they did not capture all of the Defendant’s employees’ entries into Prime Lodge.

⁴⁰ Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at para 1.

⁴¹ Affidavit of Evidence-in-Chief of Kalimuthu Ramkumar at para 5.

⁴² Claimant’s Closing Submissions at para 36.

22 Third, the Claimant highlights that while there is evidence of communications on operational issues relating to the provision of laundry services at Prime Lodge, these do not extend beyond November 2021.⁴³ However, this is neither here nor there. The absence of such communications could be for any number of reasons including, for example, because all operational issues relating to the provision of laundry services at Prime Lodge had been sorted out after the first few weeks. Again, this does not take the Claimant very far.

23 Fourth, the Claimant finally also relies on how none of its witnesses had seen the Defendant’s employees enter and leave Prime Lodge.⁴⁴ In their affidavits of evidence-in-chief, Sunny and Janna deposed that they had never seen any of the Defendant’s employees at Prime Lodge.⁴⁵ Sunny further deposed that he had instructed the Claimant’s employees to take and circulate photographs of “any persons collecting laundry”, but he never received any photographs of the Defendant’s employees.⁴⁶ However, it is not the Claimant’s case that Sunny, Janna or any of the Claimant’s other employees was tasked to be on a *constant* lookout for the Defendant’s employees. Accordingly, Sunny and Janna’s evidence only establishes that Sunny, Janna and the Claimant’s other employees did not *happen* to see the Defendant’s employees collecting or delivering laundry at Prime Lodge. It does not establish that the Defendant’s employees did not in fact do so. Indeed, Ram’s evidence was that he was not supervised by the Claimant’s employees when he collected and delivered the

⁴³ Claimant’s Closing Submissions at para 37.

⁴⁴ Claimant’s Closing Submissions at para 31(c).

⁴⁵ Affidavit of Evidence-in-Chief of Kee Tian Si at para 18(b); Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 18(f).

⁴⁶ Affidavit of Evidence-in-Chief of Kee Tian Si at para 21.

laundry.⁴⁷ Accordingly, I do not think that Sunny and Janna’s evidence on this point affects the analysis in any meaningful way.

The Defendant’s account is credible and more probable than the Claimant’s account

24 Having considered the Claimant’s evidence, I now turn to the Defendant’s account. The Defendant’s case is that it provided its laundry services from 15 January 2022 to 30 September 2022 and, indeed, until 27 January 2023. I have already set out some aspects of the Defendant’s account at [14], [15] and [23] above. To add on to that, Ram deposed, in no uncertain terms, that he had collected and delivered laundry from and to Prime Lodge until about end-January 2023.⁴⁸ Similarly, Mdm Choo Cheok Meow (“Cheok Meow”), who was employed by the Defendant as a clothes packer and who was responsible for washing, drying, folding and packing laundry at the backend,⁴⁹ deposed that the Defendant continued receiving dirty laundry from Prime Lodge until about end-January 2023. She knew that the dirty laundry was from Prime Lodge because it was in canvas bags marked “PL”.⁵⁰

25 Taken as a whole, I find the Defendant’s account to be coherent and internally consistent. But, apart from the Defendant’s account being credible in this way, it is also more probable than the Claimant’s account for at least two reasons.

⁴⁷ Affidavit of Evidence-in-Chief of Kalimuthu Ramkumar at para 7.

⁴⁸ Affidavit of Evidence-in-Chief of Kalimuthu Ramkumar at para 10.

⁴⁹ Affidavit of Evidence-in-Chief of Choo Cheok Meow at paras 3 and 6.

⁵⁰ Affidavit of Evidence-in-Chief of Choo Cheok Meow at para 7.

26 First, there is no evidence that Prime Lodge’s residents had ever complained about the lack of laundry services after 14 January 2022. At the trial, Sunny clarified that the laundry services were provided to Prime Lodge’s residents free of charge.⁵¹ Absent this service, the alternatives for Prime Lodge’s residents would have been to use the coin-operated washing machines or to hand wash their dirty laundry. Both of these alternatives would have cost Prime Lodge’s residents money and/or time that they otherwise need not have spent. By the Claimant’s own evidence, Prime Lodge had around 1,200 residents.⁵² If the Defendant had indeed stopped providing its laundry services after 14 January 2022, one would expect at least some of these residents to raise this with the Claimant’s employees stationed at Prime Lodge, who would then escalate the matter to the Claimant’s headquarters. Yet, there is no evidence of this. Indeed, as the Defendant points out,⁵³ Janna testified that she was not personally aware of such complaints by Prime Lodge’s residents.⁵⁴ Similarly, Sunny testified that none of Prime Lodge’s residents complained to him about not being able to do laundry and having to wear dirty clothing.⁵⁵

27 Second, the timelines in the Claimant’s account do not add up. Janna’s evidence is that it came to her attention in March or April 2022 that there was “some uncertainty” about how the Service Agreement was being performed. It seems that this was because Mr Tan Wee Teck (“Wee Teck”), the Claimant’s managing director, was asking questions about how the Defendant’s performance of the Service Agreement was being verified. Accordingly, Janna

⁵¹ Certified Transcript for 23 March 2026 at pp 72 and 92.

⁵² Affidavit of Evidence-in-Chief of Kee Tian Si at para 5.

⁵³ Defendant’s Closing Submissions at para 39.

⁵⁴ Certified Transcript for 23 March 2026 at pp 32-34.

⁵⁵ Certified Transcript for 23 March 2026 at p 78.

personally visited Prime Lodge in March or April 2022 to understand the “whole process”.⁵⁶ This was corroborated by Ms Ordinario Evelyn Paz (“Evelyn”), who was previously employed to handle the Claimant’s financial accounts. Like Janna, Evelyn deposed that Wee Teck had begun asking questions in March or April 2022 about how the Defendant’s performance of the Service Agreement was being verified.⁵⁷

28 I pause to observe that there is no documentary evidence to support the repeated claim that Wee Teck had begun asking questions in March or April 2022 about how the Defendant’s performance of the Service Agreement was being verified. If such serious questions had been asked, there would surely have been some contemporaneous record by way of emails or text messages. However, no such evidence has been produced. In the course of re-examination, Janna referred to an internal email where, according to her, “[t]he finance is asking the operations side about verifying the payment”.⁵⁸ However, this email is dated December 2021 and, on the Claimant’s own evidence, Wee Teck had not begun asking questions at this point. I would also add that, despite being the Claimant’s managing director who clearly had a role in this entire episode, Wee Teck, for reasons best known to himself, did not offer himself as a witness at the trial.

29 But even more importantly, the entire point of the Claimant’s investigations was, obviously, to ascertain if the Claimant was making payments to the Defendant for laundry services that were not actually provided.

⁵⁶ Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at paras 9, 14 and 17.

⁵⁷ Affidavit of Evidence-in-Chief of Ordinario Evelyn Paz at paras 4 and 19.

⁵⁸ Certified Transcript for 23 March 2026 at pp 54-55; Affidavit of Evidence-in-Chief of Ordinario Evelyn Paz at p 21.

However, while investigations were being carried out from as early as *March or April* 2022, the Claimant's own pleaded case is that it had continued to pay the Defendant all the way until *September* 2022.⁵⁹ Moreover, there is no suggestion or evidence that the Claimant raised any issues with the Defendant during this substantial intervening period. If the Claimant's investigations had uncovered the fact that the Defendant was not providing its laundry services, the Claimant would surely have stopped making payment immediately or, at the very least, taken this up with the Defendant. That the Claimant did neither is telling. It suggests that either: (a) the Claimant's investigations revealed that the Defendant was in fact providing its laundry services; or (b) the Claimant's investigations failed to confirm that the Defendant was not providing its laundry services. Either of these is detrimental to the Claimant's account.

30 For the above reasons, I find that the Defendant's account is credible and more probable than the Claimant's account.

Conclusion on whether there was a total failure of consideration arising from the Defendant's alleged failure to provide its laundry services from 15 January 2022 to 30 September 2022

31 To summarise my findings thus far, the evidence that the Claimant relies is inconclusive. In contrast, the Defendant's account is credible and more probable than the Claimant's account. I therefore find that the Defendant provided its laundry services from 15 January 2022 to 30 September 2022 and,

⁵⁹ Statement of Claim at para 11.

indeed, until 27 January 2023. There was therefore no total failure of consideration.

Whether there was a total failure of consideration arising from the Defendant's alleged failure to issue RFID tags from 15 January 2022 to 30 September 2022

32 I now consider whether there was a total failure of consideration arising from the Defendant's alleged failure to issue RFID tags from 15 January 2022 to 30 September 2022. The context to the RFID tags is that under cl 2 of the Service Agreement, each resident of Prime Lodge was supposed to receive six RFID tags which would entitle them to wash up to six items at a time:

2. SERVICES

- The services provided are Washing, Folding with RFID. The Collection & Delivery is from Mon to Sat, excluding Sun and PH.
- ❖ Each resident will receive 6 RFID tags which entitles them to wash up to 6 items at a time.
- ❖ There is no limit as to how many times they can wash per week.

33 It seems that the RFID tags would be attached to items sent for laundry and therefore help to identify the owners of these items.⁶⁰ As mentioned earlier (see [6] above), the Claimant's case is that the Defendant failed to issue RFID tags to new residents of Prime Lodge after 14 January 2022. However, in my view, the Claimant's evidence does not establish this fact and, in any event, such a failure does not give rise to a total failure of consideration at law.

⁶⁰ Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 19.

The Claimant’s evidence does not establish that the Defendant failed to issue RFID tags to new residents of Prime Lodge after 14 January 2022

34 I start by considering the Claimant’s evidence on this issue. Sunny’s evidence was that he had asked to see an RFID tag but Anwar could not find or procure an RFID tag from any of Prime Lodge’s residents.⁶¹ Likewise, Janna’s evidence was that she did not see any RFID tags while she was at Prime Lodge.⁶² My reasoning at [23] above applies equally here. It does not flow from the fact that Sunny and Janna did not see any RFID tags that the Defendant failed to issue RFID tags to new residents of Prime Lodge after 14 January 2022. Indeed, Sunny’s evidence was also that he “[does] not know for a fact” whether each Prime Lodge resident got an RFID tag or not.⁶³ In contrast, Dexter and Samy both deposed that the Defendant continued to issue RFID tags to new residents of Prime Lodge whenever the Defendant was made aware of such new residents by Prime Lodge’s dormitory manager.⁶⁴ In my view, the Claimant’s evidence does not establish that the Defendant failed to issue RFID tags to new residents of Prime Lodge after 14 January 2022.

The Defendant’s alleged failure to issue RFID tags to new residents of Prime Lodge after 14 January 2022 does not give rise to a total failure of consideration at law

35 But what is more to the point is that, even if the Defendant did fail to issue RFID tags to new residents of Prime Lodge after 14 January 2022, such a failure does not give rise to a total failure of consideration at law.

⁶¹ Affidavit of Evidence-in-Chief of Kee Tian Si at para 16(b).

⁶² Affidavit of Evidence-in-Chief of Nur Jannatu Raudhah Binte Yusoff at para 18(f).

⁶³ Affidavit of Evidence-in-Chief of Kee Tian Si at para 16(c).

⁶⁴ Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at para 23; Affidavit of Evidence-in-Chief of Karuppaiah Alagarsamy at para 17.

36 As I noted in *Hon G v Tan Pei Li* [2023] SGMC 8 (at [80]), a failure of consideration is not, in and of itself, a cause of action. Instead, it is one of the established “unjust factors” in a claim in unjust enrichment. As the Court of Appeal observed in *Benzline Auto Pte Ltd v Supercars Lorinser Pte Ltd and another* [2018] 1 SLR 239 (“*Benzline*”) (at [46]), the inquiry as to whether there has been a failure of consideration involves two parts: (a) what was the basis for the transfer in respect of which restitution is sought; and (b) did that basis fail?

37 In my judgment, cl 2 of the Service Agreement makes clear that the basis for the transfer in the present case is the Defendant’s provision of laundry services. To this, cl 1 of the Service Agreement adds an additional requirement for the laundry to be separated by room:

1. PRICES

- The price is S\$12.00 per pax per month, excluding GST.
- Prices will be calculated based on occupancy of dormitory and in accordance with the list provided by [the Claimant] at the end of each month.
 - ❖ All the laundry per room is separated by different washing cycles so as to avoid inter-mixing laundry from other rooms in the same cycle.
- Credit terms: 30 days upon commencement of service
 - ❖ Services to be prorated in accordance to the start date of the resident.

38 This basis did not fail. Dexter and Samy deposed that two canvas bags were provided for each room in Prime Lodge. The residents would place their items in the canvas bags, which would be brought to the laundry room. The Defendant’s employees would then collect the canvas bags from the laundry room, and the items would be laundered on a room-by-room basis using the canvas bags as identifiers. Thereafter, the items would be placed back into the

same canvas bags and delivered to Prime Lodge.⁶⁵ This account was largely corroborated by Cheok Meow, who testified at the trial that the canvas bags were labelled with “PL” and the room numbers they were from. After laundering the items from a canvas bag, she would pack the items back into the same canvas bag.⁶⁶ Evidently, the Defendant provided its laundry services and the laundry was separated by room.

39 The Claimant submits that the use of RFID tags was also a basis of the Service Agreement.⁶⁷ However, I am respectfully unable to agree. As the Court of Appeal observed in *Benzline* (at [51]), not every expectation which a party has in making a transfer forms part of the basis of that transfer. Brought to its logical conclusion, the Claimant’s submission entails that even if the Defendant provided its laundry services in accordance with the Service Agreement save for the use of RFID tags, the Defendant would not be paid *at all*. This cannot be correct. In my view, cl 2 of the Service Agreement indicates that the RFID tags were simply intended to *limit* each resident of Prime Lodge to six items per wash. In other words, the function of the RFID tags was only to *facilitate* the Defendant’s provision of laundry services and nothing more.

40 The above suffices to dispose of this issue but, for completeness, I will add that the Defendant never strictly enforced this limit of six items per wash. Dexter and Samy deposed that the Defendant would provide its laundry services regardless of whether an RFID tag was attached to a particular item. Indeed, the RFID tags were only used by Prime Lodge’s residents for the first one to two

⁶⁵ Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at para 27; Affidavit of Evidence-in-Chief of Karuppaiah Alagarsamy at para 21.

⁶⁶ Affidavit of Evidence-in-Chief of Choo Cheok Meow at para 6; Certified Transcript for 17 June 2026 at pp 45-46.

⁶⁷ Claimant’s Closing Submissions at para 14.

months of the Service Agreement, but the Defendant nevertheless continued to provide its laundry services thereafter.⁶⁸ In my view, the Claimant cannot be heard to complain in these circumstances.

41 Accordingly, even if the Defendant did fail to issue RFID tags to new residents of Prime Lodge after 14 January 2022, this does not give rise to a total failure of consideration at law.

Conclusion on whether there was a total failure of consideration arising from the Defendant's alleged failure to issue RFID tags from 15 January 2022 to 30 September 2022

42 Thus, the Claimant's evidence does not establish that the Defendant failed to issue RFID tags to new residents of Prime Lodge after 14 January 2022. Moreover, even if it did, such a failure does not give rise to a total failure of consideration at law.

Whether the Service Agreement was extended for a second year from 1 October 2022

43 I finally consider whether the Service Agreement was extended for a second year from 1 October 2022. The option to do so was provided for under cl 5 of the Service Agreement:

5. TERMS AND CONDITIONS

- This constitutes a quotation as well as a binding agreement of 1 year between parties in the above mentioned, with an option of 1 year extension.

...

⁶⁸ Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at paras 27 and 44-45; Affidavit of Evidence-in-Chief of Karuppaiah Alagarsamy at paras 21 and 35-36.

44 Clause 5 of the Service Agreement does not stipulate how the option to extend the Service Agreement for a second year must be exercised. The Defendant's case is that the Claimant had extended the Service Agreement for a second year by its conduct. In this regard, the Defendant relies on two aspects of the Claimant's conduct: (a) the Claimant's provision of Prime Lodge's occupancy list for October 2022 on 7 November 2022; and (b) the Claimant's continued acceptance of the Defendant's laundry services until 27 January 2023.⁶⁹ The Claimant does not dispute having provided Prime Lodge's occupancy list for October 2022 to the Defendant.⁷⁰ Instead, its response is that it had sent the occupancy list for October 2022 to the Defendant as a "once-off administrative oversight"⁷¹ (it is undisputed that the Claimant did not provide any occupancy list thereafter⁷²). Further, the Claimant also contends that the option to extend the Service Agreement for a second year had an implied expiry date of 30 September 2022. Thus, by the time it had provided the occupancy list for October 2022 on 7 November 2022, the Service Agreement had already lapsed and was incapable of being extended.⁷³

45 In my judgment, the Service Agreement was extended for a second year. First, I agree with the Defendant that the Claimant had exercised the option to extend the Service Agreement for a second year by providing Prime Lodge's occupancy list for October 2022. As cl 5 of the Service Agreement does not stipulate how the option to extend the Service Agreement for a second year must be exercised, I am of the view there is nothing preventing this from being done

⁶⁹ Defence and Counterclaim at para 41; Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at p 44.

⁷⁰ Defence to Counterclaim at para 41(a).

⁷¹ Defence to Counterclaim at para 41(c).

⁷² Defence and Counterclaim at para 43; Defence to Counterclaim at para 43.

⁷³ Claimant's Closing Submissions at para 81.

by way of the parties' conduct. In this connection, I am not persuaded by the Claimant's explanation that it had sent the occupancy list for October 2022 to the Defendant as a "once-off administrative oversight". Evelyn's evidence was that she would prepare the occupancy list each month based on the information provided to her by the Claimant.⁷⁴ In other words, the occupancy list was neither automatically prepared nor automatically sent. Instead, it was manually compiled and manually sent to the Defendant. Moreover, there is no suggestion or evidence that the Claimant subsequently informed the Defendant that the occupancy list for October 2022 was sent in error and should be disregarded. The upshot of all of this is that the Claimant must have intended to send the occupancy list for October 2022.

46 Second, and in the alternative, I also agree with the Defendant that the Claimant had exercised the option to extend the Service Agreement for a second year by continuing to accept the Defendant's laundry services. As I have found earlier (see [31] above), the Defendant provided its laundry services until 27 January 2023.

47 Finally, I am unable to accept the Claimant's submission that the option to extend the Service Agreement for a second year had an implied expiry date of 30 September 2022. Clause 5 of the Service Agreement does not stipulate any deadline by which the option to extend the Service Agreement must be exercised, and the Claimant has not provided any authority for this proposition. In my view, the most that can be said about the option to extend the Service Agreement for a second year is that the extension must, logically, be immediately consecutive to the initial one-year term. But this was exactly what happened here and I see nothing objectionable in principle about the way the

⁷⁴ Affidavit of Evidence-in-Chief of Ordinario Evelyn Paz at para 17.

Service Agreement was extended for a second year. I therefore find that the Service Agreement was extended for a second year from 1 October 2022.

Conclusion

48 I deal with one final point before concluding this judgment. As mentioned earlier (see [6] above), a part of the Claimant's case is that the Defendant failed to deliver the Claimant's share of the profits from the coin-operated washing machines to the Claimant. The Statement of Claim does not actually make a claim for this, but the Claimant's closing submissions do so to the tune of \$13,167.⁷⁵ On its part, the Defendant accepts that it is liable for this claim but says that the sum owed is only \$1,750.50.⁷⁶ However, as mentioned earlier (see [9] above), a party is bound by its pleadings. Because this claim is unpleaded, I decline to make a finding on it.

49 To conclude, I have found that:

- (a) there was no total failure of consideration arising from the Defendant's alleged failure to provide its laundry services from 15 January 2022 to 30 September 2022;
- (b) there was no total failure of consideration arising from the Defendant's alleged failure to issue RFID tags from 15 January 2022 to 30 September 2022; and
- (c) the Service Agreement was extended for a second year from 1 October 2022.

⁷⁵ Claimant's Closing Submissions at para 76.

⁷⁶ Affidavit of Evidence-in-Chief of Chew Wee Siang, Dexter at para 30; Defendant's Closing Submissions at paras 9 and 61.

50 Accordingly, I dismiss the Claimant's claim. As for the Defendant's counterclaim, the Claimant does not dispute that the unpaid invoices from October 2021 to January 2023 total \$55,742.47.⁷⁷ I therefore enter judgment for the Defendant against the Claimant on the counterclaim for the sum of \$55,742.47. Unless the parties can agree on costs and interest, they are to file written submissions on the same, limited to five pages each, within two weeks from the date of this judgment.

51 The laundry, as it turns out, was not unwashed.

Jonathan Ng Pang Ern
District Judge

Mitchell Leon Siu Kin and Lie Chin-Chin (Characterist LLC) for the
Claimant;
Amolat Singh and Helena Amolak (Amolat & Partners) and Ng
Huiling Cheryl (Foxwood LLC) for the Defendant.

⁷⁷ Claimant's Closing Submissions at para 78(a).