IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHC 133

Originating Claim No 171 of 2025

Between

Altitude Xperience Pte Ltd
(formerly known as
Skyventure VWT Singapore
Pte Ltd)

… *Claimant*

And

Simba Telecom Pte Ltd

… *Defendant*

JUDGMENT

[Statutory Interpretation — Statutes — Telecommunications Act 1999]
[Land — Licences — Oral licence]
[Tort — Trespass — Quantum of damages]

Version No 1: 18 Jun 2026 (16:24 hrs)

TABLE OF CONTENTS

ISSUES TO BE DETERMINED 3

THE COPIF REGIME 3

FIRST ISSUE: AGREEMENT(S) BETWEEN THE PARTIES AND THE NATURE OF THE $35,310 PAYMENT 7

MY FINDINGS ON THE FIRST ISSUE 13

SECOND ISSUE: WHETHER THE DEFENDANT IS IN TRESPASS 14

PRELIMINARY NEGOTIATIONS 15

IMDA DECISION ON WHETHER SPACES WERE MIS 17

REVIEW OF IMDA DECISION 21

ANCILLARY DEFENCES RAISED BY THE DEFENDANT 23

THIRD ISSUE: DAMAGES 25

(1) 20 SEPTEMBER 2019 TO 19 SEPTEMBER 2020 26

(2) 20 SEPTEMBER 2020 TO 23 JULY 2023 27

(3) 24 JULY 2023 TO END 2025 28

Rooftop Space *28*

Ground Floor Space *30*

FINDINGS OF QUANTUM OF DAMAGES 32

CONCLUSION 32

Version No 1: 18 Jun 2026 (16:24 hrs)

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Altitude Xperience Pte Ltd (formerly known as Skyventure VWT Singapore Pte Ltd)
v
Simba Telecom Pte Ltd

[2026] SGHC 133

General Division of the High Court — Originating Claim No 171 of 2025
Lee Seiu Kin SJ
18–21, 25 November 2025, 13 February 2026

18 June 2026 Judgment reserved.

Lee Seiu Kin SJ:

Summary of the case

1 Altitude Xperience Pte Ltd (formerly known as Skyventure VWT Singapore Pte Ltd) (the "Claimant") is the lessee of a five-storey building known as iFly Building located at Siloso Beach, Sentosa (the "Building"). Simba Telecom Pte Ltd (the "Defendant") is the newest of the four mobile telecommunication service providers ("Telcos") in Singapore.

2 Since 21 December 2017, the defendant had placed its mobile telecommunication equipment at two locations (the "Spaces") in the Building, one at the roof (the "Rooftop Space") and one at the ground floor (the "Ground Floor Space"), initially under an oral agreement until they were able to settle the full terms. It was not until around 19 March 2020 that the parties signed a licence agreement, which they backdated to 21 December 2017. However, this

license agreement only covered the period from 21 December 2017 to 19 September 2018. However, the defendant paid the agreed licence and service fees plus GST (the "Fees") of $5,770.40 for this period on 3 April 2020.

3 On 27 April 2020, the Defendant paid a further sum of $35,310.00. The Claimant contended that this was for the fees owed from 20 September 2018 to 19 September 2019. The Defendant, on the other hand, contended that this payment was a gesture of goodwill to finally resolve the issues between the parties amicably. There was no further payment made. The defendant's equipment is still at the Spaces in the Building and remain operational.

4 The Claimant's claims are for the following:

(a) On the basis that there was a verbal or implied agreement for the licensing of the Spaces occupied by the defendant's equipment at the Building up to 19 September 2020:

(i) Licence fee of $35,310 for the period 20 September 2019 to 19 September 2020; and

(ii) Damages for trespass after 19 September 2020.

(b) On the basis that there was no verbal or implied agreement for the licensing of the space occupied by the defendant's equipment at the Building after 19 September 2019, damages for trespass after that date plus interest.

(c) The Claimant also seeks an order for the defendant to vacate and reinstate the Spaces as well as interest and costs.

Version No 1: 18 Jun 2026 (16:24 hrs)

5 The Defendant's defence is, essentially, that the Rooftop Space fell under the Mobile Installation Space ("MIS") as provided for in the Code of Practice for Info-communication Facilities in Buildings 2018 ("COPIF") from 15 December 2018, the day COPIF came into force. The Defendant contended that, under the COPIF regime, the Claimant was obliged to provide the Spaces as MIS, and therefore free of charge to the defendant. Therefore, no rental was payable by the Defendant to the Claimant for use of the Spaces after 15 December 2018. The $35,310 payment was a goodwill gesture or transition or conversion payment for the transition into the COPIF regime.

Issues to be determined

6 The issues that I have to decide on are:

(a) What were the agreements between the parties and the nature of the $35,310 payment;

(b) Whether the Defendant is in trespass of the Spaces and if so, from what date.

(c) Damages for trespass, if any.

The COPIF regime

7 Before proceeding further, it is useful to set out the relevant regulatory regime. Telcos require space, in the order of several square metres of area, at high locations to place their mobile telephony transmission equipment to provide coverage for their mobile telephone networks that meets the requirements set by the Info-communications Media Development Authority ("IMDA"). In addition, a similar amount of space is required at another location, usually at ground level, for ancillary equipment. Prior to 2018, Telcos paid building owners licence fees for the space they occupy to place such equipment,

Version No 1: 18 Jun 2026 (16:24 hrs)

principally on roof tops for optimal coverage. On 15 December 2018, COPIF came into force. It was issued by IMDA in exercise of its powers under s 23 of the Telecommunications Act 1999 (2020 Rev Ed) ("the Act") which provides as follows:

> (1) The Authority may, from time to time —
>
> > (a) issue one or more codes of practice for or in connection with the provision, maintenance and use of, and access to, space and facilities within or on any land or building for the operation of any installation, plant or system used for telecommunications, and the allocation of costs and expenses incurred for such provision, maintenance, use and access; and
> >
> > …
>
> (2) A code of practice issued under subsection (1) may, in particular —
>
> > (a) require the developer or owner of any land or building to provide, maintain or give access to, at the developer's or owner's expense, such space or facility within or on the land or building, for the installation, operation or maintenance of any installation, plant or system used for either or both of the following purposes:
> >
> > > (i) the provision of any telecommunication service or radio-communication service to that land or building;
> > >
> > > (ii) the provision of any telecommunication service or radio-communication service to any other land or building; and
> >
> > (b) provide for such fees and charges as may be payable to the Authority in relation to any application or request made to the Authority under the code of practice.
>
> …
>
> (4) A code of practice issued under subsection (1) does not have legislative effect.
>
> (5) Subject to subsection (6), every developer or owner of any land or building, and every telecommunication licensee, to whom any code of practice issued under subsection (1) applies must comply, at that person's expense, with that code of practice.

Version No 1: 18 Jun 2026 (16:24 hrs)

> …
>
> (7) The Authority may give a written notice to a telecommunication licensee, or a developer, owner or occupier of any land or building, requiring compliance with any code of practice issued under subsection (1).
>
> … (12) Where any code of practice issued under subsection (1) applies to a person who is a developer or an owner of any land or building, and the Authority is satisfied that the person is contravening, or has contravened, whether by act or omission, any provision of that code of practice, the Authority may issue such written order to the person as the Authority considers necessary for the purpose of securing compliance with that provision.
>
> (13) An order under subsection (12) —
>
> > (a) may require the person concerned (according to the circumstances of the case) to do, or to refrain from doing, such things as are specified in the order, or as are of a description specified in the order; and
> >
> > (b) takes effect at such time (being the earliest practicable time) as is determined by or under that order.
>
> …

8 Although s 23(4) of the Act states that a code of practice issued under this section does not have legislative effect, s 23(5) requires compliance with it. As the parties did not submit otherwise, I proceed on the basis that COPIF is binding on the parties. I note that this s 23 of the Act was originally found in s 19 of the Telecommunications Act 1999 (Cap 323, 2000 Rev Ed).

9 COPIF came into operation on 15 December 2018: COPIF at paragraph 1.1. The provisions of COPIF that are relevant to this matter are found in Chapter 2 thereof, which pertains to the provision of mobile installation space and maintenance thereof. The relevant obligation in COPIF is found in paragraph 2.2.1 which states as follows:

> 2.2.1 The developer or owner of a Completed Development … shall provide mobile installation space *in accordance with all the*

Version No 1: 18 Jun 2026 (16:24 hrs)

> *requirements specified in this paragraph 2.2* at its own cost and expense, unless otherwise stated.
>
> [emphasis added]

10 One of the requirements of paragraph 2.2.1 is paragraph 2.2.9(e) which states:

> 2.2.9 The location of the mobile installation space to be provided under paragraphs 2.2.3 and 2.2.4 shall be determined by the mobile telecommunication licensee in consultation with the developer or owner, subject to the following –
>
> …
>
> (e) the mobile installation space shall be located at suitable *unused spaces* within the development; [emphasis added]

11 Mobile installation space is defined as "the space to be set aside by the developer or owner for the deployment of installation, plant or systems by mobile telecommunication licensees". There is no definition of "unused spaces".

12 The dispute between the parties turns on whether the Spaces occupied by the Defendant's equipment are "unused space" under paragraph 2.2.9(e). COPIF set out a procedure to resolve this kind of dispute, and this is found in paragraph 2.2.10 which provides as follows:

> 2.2.10 Where a developer or owner objects to the location of any mobile installation space selected by the mobile telecommunication licensee, both parties shall co-operate in good faith to resolve the matter in a timely manner, having regard to parameters stated in paragraph 2.2.9. In the event that parties are unable to reach agreement, they may refer the matter to IMDA for a decision which shall be binding on the parties.

13 In addition, under s 89(1) of the Act, there is a general right of appeal to the Minister against any decision of IMDA. Under s 89(14), the decision of the Minister is final.

Version No 1: 18 Jun 2026 (16:24 hrs)

14 I now turn to the disputed issues.

First issue: Agreement(s) between the parties and the nature of the $35,310 payment

15 Sometime in September 2017, the Defendant entered into an oral agreement with the Claimant for the use of the Spaces for the purpose of placing the mobile transmission equipment of the Defendant for a 12-month period. The Defendant installed its equipment at the Spaces on 21 December 2017. However, no written agreement was signed between the parties at the time, although there was an understanding that, until the Defendant launched its paid mobile services, the Defendant would pay a reduced monthly rate of $500 rent plus $100 service. Thereafter, it would pay a higher rate. The First LA covered the period between 21 December 2017 and 20 December 2018 ("First Period").

16 It was not until 10 June 2019 that the parties finally signed a Licence Agreement ("First LA") which they backdated to 21 December 2017.[1] Clause 1 of the First LA provides as follows:[2]

> "Subject to the payment of the Fees …, the Licensor shall grant and the Licensee shall take a Licence for the use of only the [Spaces] … for a term of 12 months from the date of signing of this Agreement …"
>
> The First LA also provided that the monthly licence fee and service charge shall be $500 and $100 until the Defendant commenced paid mobile telephony services, after which it would increase to $2,500 and $250.

17 However, there was no payment following this pursuant to the First LA and the correspondence showed that the parties continued to exchange various versions of a licence agreement. On 18 February 2020, the Defendant's

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1 1AB at p 82.

2 1AB at p 83.

Version No 1: 18 Jun 2026 (16:24 hrs)

representative Ms Koh Li Ling ("Ms Koh") sent an email to the Claimant in which the former stated:[3]

> "Attached the signed agreement … for your retention. Understand your finance is away, as such, we look forward to receive the invoice soon. Lets do the renewal after we settled the payment.[sic]"

18 The agreement attached ("Second LA"), which was also backdated to 19 September 2017, was signed by the Defendant's general manager. Clause 1 provided that it shall be for a period of 36 months from 19 September 2017, with the monthly licence fee and service charge being $500 and $250 up to the month in which the Defendant commenced paid mobile telephony services, following which the higher rate would apply.[4]

19 According to the Claimant, the Second LA reflected the oral agreement made earlier, that the original licence over the Spaces would be extended by two years after the initial one-year period. However, the following month, the CEO of the Claimant, Mr Lawrence Koh ("CW1") sent an email to the Defendant's Josephine Ang dated 16 March 2020 in which he said that he had received an "update" from his General Manager Mr Nicholas Luo ("CW2") that the Defendant was not agreeable to pay full rent from September 2018. The Claimant demanded confirmation by 20 March 2020 that the payment for the First Period be made by 27 March 2020 and that the Defendant will sign a new agreement for extension of two years from September 2018 to September 2020 as well as payment of outstanding fees by 27 March 2026.[5]

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3 1AB at p 94.

4 1AB at pp 96–102.

5 1AB at p 35.

Version No 1: 18 Jun 2026 (16:24 hrs)

20 What happened next was that a further agreement ("Amended First LA") was signed by the general managers of both parties around 19 March 2020. The Amended First LA, which was also backdated to 21 December 2017, was for a defined period of 21 December 2017 to 19 September 2018 (unlike the First LA which stated the contract period as 12 months from 21 December 2017). On 19 March 2020, the Claimant sent to the Defendant the invoice for the sum of $5,770.40 for the period 21 December 2017 to 19 September 2018.[6]

21 It is clear that, at this point, the Second LA had been superseded by the Amended First LA as the existence of the latter is inconsistent with the former due to an overlap in dates: the Second LA covered a 36-month period from 19 September 2017 while the Amended First LA was for the period 21 December 2017 to 19 September 2018. This was also the position of the Defendant.[7] Indeed, CW2 conceded this when he stated in his AEIC that the Defendant "refused to sign a further licence agreement for the period 20 September 2018 to 19 September 2020".[8] I therefore find that the Second LA was no longer in effect after the execution by the parties of the Amended First LA.

22 However, the question arises as to the nature of the payment of $35,310 by the Defendant to the Claimant, made on 27 April 2020. The Defendant claimed that this payment was made "as a gesture of goodwill, in the interest of trying to resolve all matters between the Claimant and the Defendant amicably. Further and/or in the alternative, the … payment was no more than a goodwill "transition"/"conversion" payment for the [Spaces] to be converted into a

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6 1AB at pp 116–120.

7 Defence dated 26 June 2024 at paras 16–19.

8 Affidavit of Nicholas Luo Yuanhao ("NL") dated 22 July 2026 at para 31.

Version No 1: 18 Jun 2026 (16:24 hrs)

mobile installation space under [COPIF]".[9] The Defendant's evidence of this is found in paragraph 61 of the AEIC of Mr Benjamin Tan ("DW2"), who is the Chief Technology Officer of the Defendant, where he states:

> "On or around 27 April 2020, [the Defendant] made a payment of $35,310 to [the Claimant]. I wish to clarify that this payment was not made pursuant to any agreement between the parties. Rather, the payment was made in the interest of trying to resolve all matters between [the Defendant] and [the Claimant] amicably. Exhibited hereto and marked "Tab 17" is a confirmation email from [Defendant's] finance department regarding the aforesaid payment"

23 DW2 did not provide any documentary evidence to support this position in his AEIC nor in cross-examination.[10] He, himself had joined the Defendant only in January 2020 and did not claim to have any direct involvement in the matter at the time. It is not clear on what basis he made that statement in his AEIC, and he did not take the opportunity to clarify it when questioned on this in cross-examination.

24 On the other hand, the documentary evidence showed something else. On 30 March 2020, CW1 sent an email to the Defendant's representative, Ms Koh demanding an answer on whether the Defendant agreed to pay licence fees for the period after September 2018.[11] Ms Koh's reply email of 2 April 2020 stated as follows:[12]

> "We are agreeable to pay licence fee of $2,500 plus service fee from Sep 2018 to Sep 2019. However, we are still trying to get approval for the period of Sep 2019 to Sep 2020 for the same licence fees. We would like to request to seek an extension for

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9 Defence at para 24

10 Notes of Evidence ("NE") from 21 November 2025 at p 35 at lines 12–18.

11 1AB at p 32.

12 1AB at p 32.

Version No 1: 18 Jun 2026 (16:24 hrs)

> us to get back to you next week in order for us to reply you on the licence fees of Sep 2019 to Sep 2020."

25 Ms Koh stated here that the Defendant had agreed to pay the fees for September 2018 to September 2019 but wanted time for them to obtain approval, presumably from higher management, for the following one-year period up to September 2020.

26 It must be recalled that on 3 April 2020, the Claimant had received the first payment of $5,770.40 pursuant to the invoice sent on 19 March 2020. On 20 April 2020 at 2.34pm, CW1 sent a chaser email,[13] this time to the Defendant's representative Ms Josephine Ang, stating the following:

> "It has been more than 2 works [sic] since the last update from Li Ling. Can I have your agreement to pay the same license fee from … Sep 2019 to Sep 2020."

27 On the same day, an email was sent by the Claimant's representative Ms Lim Huifang to the Defendant's finance department,[14] which was copied the Defendant's Ms Koh. The subject of the email was "Telco – TPG Telecom Pte Ltd – Period (20Sep18-19Sep19) – Invoice DN/12/04/2020." It reads:

> "Please refer to the attached signed copy of the invoice DN/12/04/2020 from period 20Sep18 to 19Sep19 …".

28 The attachment to the email was a tax invoice dated 17 April 2020 which detailed 12 monthly charges from 20 September 2018 to 19 September 2019 for licence and service fees of $2,500 and $250 respectively which, with GST, amounted to $35,310. The exact sum of $35,310 was paid by the Defendant to the Claimant seven days later, on 27 April 2020.

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13 1AB at p 32.

14 1AB at p 156.

Version No 1: 18 Jun 2026 (16:24 hrs)

29 Further corroboration is found in a subsequent email dated 9 September 2020 from the Defendant's Ms Koh to her colleague, Ms Haslinda Mohamed, presumably of the Defendant's accounts department. Ms Koh asked Ms Haslinda Mohamed to "assist to provide the 1st and 2nd payment we made to [the Claimant]" and to provide "the invoice as well". On the same day, Ms Haslinda Mohamed, by reply email, sent a screenshot of the payment advice for the second payment of $35,310 and attached a copy of the 17 April 2020 invoice for this sum sent by the Claimant on 20 April 2020. This showed that, in the accounts of the Defendant, that payment was made under the 17 April 2020 invoice, for the period 20 September 2018 to 19 September 2019.

30 If the Defendant's position that the $35,310 was paid for the purpose of resolving the differences between them were true, one would have expected that there would be some record of the thought process within the employees of the Defendant that resulted in this decision. Certainly, one would have expected that the Defendant would have communicated this offer to the Claimant and to put it on record so that there would be no dispute thereafter. At the very least, the Defendant would have clearly stated this purpose to the Claimant when it made the payment.

31 Indeed, on another occasion on 18 November 2020, the Defendant wrote to the Claimant to make an offer to settle all disputes between them for the sum of $36,000.[15] This was done in the form of a letter which spelt out the clear terms of the settlement and marked "Without prejudice save as to costs".[16] But no document of any kind was provided by the Defendant to support its position that

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15 1AB at p 190,

16 1AB at p 190.

Version No 1: 18 Jun 2026 (16:24 hrs)

the $35,310 was paid to settle the matter. The only documents pertaining to this issue were: (a) the Defendant's Ms Koh's email of 2 April 2020 informing the Claimant that the Defendant had agreed to pay for the 2018/2019 period but had asked for more time for approval regarding the 2019/2020 period;[17] (b) the invoice dated 17 April 2020 which was sent to the Defendant on 20 April 2020;[18] and (c) payment by the Defendant of the exact amount on the invoice seven days afterwards, the fact that in the Defendant's own records, the $35,310 was reflected as a payment made against the 17 April 2020 invoice for the licence and services fees for the September 2018 to September 2019 period.[19]

My findings on the first issue

32 In contrast to the weak oral evidence of the Defendant, from a person who did not claim to be involved in this transaction, the documentary evidence is overwhelming that the $35,310 was paid pursuant to the 17 April 2020 invoice. I hold that the Defendant had agreed to pay $35,310 for the 2018/2019 period, pursuant to an oral agreement which would have been reduced into writing but for the Defendant deciding not the pay for the 2019/2020 period. I also hold that the parties did not arrive at any oral agreement for the use of the Spaces after 20 September 2019.

33 I observe at this point that the negotiations between the parties had taken such a lengthy and circuitous route principally because the Defendant had viewed the coming into effect of COPIF on 15 December 2018 as entitling them to rent-free space from that date onwards. However, the Claimant did not agree and demanded rent, at least for a further two-year period. The Claimant had also

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17 1AB at p 32.

18 1AB at p 156.

19 1AB at p 156.

Version No 1: 18 Jun 2026 (16:24 hrs)

provided roof top space to the other three Telcos and, with the assistance of IMDA, was able to enter into agreements with them in relation to the cutover to the COPIF regime. IMDA had recommended an additional year of rental payment after the cutover date, but the Claimant had asked for three years. IMDA eventually persuaded the three Telcos and the Claimant to compromise at two years post-COPIF payment. The evidence appeared to show that the Defendant had held out against this due to the fact that it was a new entrant and did not have the cash flow of the three incumbent Telcos. Although this is not relevant to any finding that I make, it explains why the negotiations were bogged down.

Second Issue: Whether the Defendant is in trespass

34 As stated above, COPIF came into operation on 15 December 2018, three months after the expiry of the licence period under the Amended First LA on 19 September 2018. I have held at [32] above that the $35,310 payment was for the period 20 September 2018 to 19 September 2019 under an oral contract. The issue is whether the Defendant's occupation of the premises from 20 September 2019 was an act of trespass. The Defendant's position was that after 15 December 2018, it was entitled to occupy the Spaces by operation of COPIF paragraph 2.2.1, as constrained by paragraph 2.2.9(e), which I had set out above at [9] to [10].

35 The law on trespass is not disputed by the parties. The issue thus turns on whether the Spaces are "unused" under COPIF, which would determine whether they were MIS. The Claimant took the position that the Spaces were not "suitable unused spaces" and was therefore not MIS and falls outside the scope of paragraph 2.2.1 of COPIF. Conversely, the Defendant avers that as the

Version No 1: 18 Jun 2026 (16:24 hrs)

Spaces are MIS, the Claimant is obliged to provide the Spaces rent-free under COPIF.

Preliminary negotiations

36 Back in 28 November 2018, IMDA had issued a note which set out IMDA's responses and comments received on the then proposed revisions to the COPIF.[20] In the "Summary of comments received in the second public consultation and IMDA's assessment" section, in relation to the treatment of existing agreements, the guidelines stated the following at paragraph 13:[21]

> On the treatment of existing or current agreements for the use of rooftop space, several respondents commented that such agreements ought to be aligned with the framework for the use of MIS at no charge. One respondent had submitted that such agreements should transition to rent-free rooftop MIS by way of "autoconversion" to rent-free agreements. IMDA is of the view that there should be no such auto-conversion. MNOs [Mobile Network Operators] should continue to honour the agreements with the developer/owner and make the necessary arrangements to amend the terms of the agreements to align with the revised COPIF when the agreements are due to expire or when renewing the agreements. Notwithstanding the above, MNOs and the respective developer/owner may make any other arrangements, as long as both parties mutually agree to the terms of such arrangements.

37 From the evidence of the Defendant, it appeared that building owners affected by COPIF were (naturally) unhappy at being made to provide rent-free space to Telcos. It is self-evident that it was equally natural for Telcos to try to obtain rent-free spaces in buildings under COPIF to reduce operating costs. It was this tension that caused the dispute to fester. In particular, the Claimant said that the Defendant had verbally agreed to pay for the September 2019 to

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20 4AB at p 1285.

21 4AB at p 1287.

Version No 1: 18 Jun 2026 (16:24 hrs)

September 2020 period but reneged on this. This was before the Claimant had plans to use the space for its own commercial interests.

38 In April 2020, the negotiation stalled. On 20 April 2020, the Claimant sent an email to IMDA to complain about the Defendant.[22] In an email to the Defendant dated 26 August 2020,[23] the Claimant took a hard line, threatening to claim interest for late payment and giving the Defendant a deadline of 28 August 2020 to agree to extend the licence (bearing in mind that the third period would expire in about three weeks, on 19 September 2020). The Claimant threatened to take legal action after that. Exchanges of long emails and letters followed which did not result in a resolution.

39 On 17 September 2020, the Claimant's solicitors issued a letter demanding the Defendant to vacate the Spaces and pay the sum of $42,014.80 as damages.[24] The letter stated that the Rooftop Space was originally intended by the Claimant to be used for mechanical and engineering services for the building, but this was held back due to the commercial licence agreement with the Defendant. The Claimant intended to use that area for its original intended purpose. The Defendant replied to this through their solicitors on 23 September 2020 to make an offer to pay the Claimant the sum of $33,000 in settlement of the Claimant's claims.[25] The Defendant also informed the Claimant that it would be applying under COPIF for the continued occupation of the Spaces without charge as the Spaces were MIS under COPIF. The Defendant warned the Claimant of the need to avoid disrupting mobile

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22 1AB at p 142.

23 1AB at p 132.

24 3AB at pp 1111–1113.

25 3AB at pp 1116–1117.

Version No 1: 18 Jun 2026 (16:24 hrs)

telephony services to its customers, and that no action should be taken to remove any of its equipment while the application was being made. The Defendant informed the Claimant that it was of the view that it was not liable for any further payment of fees under COPIF for the continued use of the Spaces.

40 On 7 October 2020, the Claimant's solicitors wrote to counter-offer the following: (i) a settlement sum of $43,461.35 (which included late interest and legal costs); (ii) the parties to enter into a licence agreement for two years from 20 September 2020; and (iii) the Defendant to "camouflage its equipment to blend visually into the environment to [the Claimant's] satisfaction".[26] There was further toing and froing between the parties which did not bring them any closer to a resolution.

IMDA decision on whether Spaces were MIS

41 On 18 September 2020, the Defendant wrote to IMDA to seek its urgent intervention.[27] The Defendant set out the offer it had made of $33,000 to settle the matter, subject to the Claimant's agreement to "convert" the Spaces to a rent-free arrangement under COPIF. The Defendant stated the following in paragraphs 4 and 5 of that letter:

> "4. [The Defendant's] negotiations with [the Claimant] has reached an impasse. [The Defendant] believes that the [Spaces] ought to be classified as MIS given that our equipment is already deployed there and relocating [the] equipment to a new MIS at the Premises would require unnecessary and extensive works to be carried out. This will cause a disruption to the surrounding mobile coverage and inconvenience impacted users.
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> 5. [The Defendant] seeks IMDA's urgent intervention to request [the Claimant's] cooperation to reconsider our offer

[26] 3AB at pp 1118–1130.

[27] 2AB at pp 376–377.

Version No 1: 18 Jun 2026 (16:24 hrs)

> above and provide the [Spaces] … with effect from 20 September 2020."

42 On 13 October 2020, IMDA wrote to the Defendant and the Claimant.[28] The letter first set out its "preliminary views" on the matter, highlighting that it was of the view that the Spaces should be converted to MIS "pursuant to [paragraph] 2.2" of COPIF, without giving any explanation. IMDA also stated that a second reason for this view was because it was impractical for the Defendant to remove the equipment and reinstate the Spaces only to move them Back again, which would only disrupt the Defendant's mobile services to its customers. IMDA also viewed the Defendant's offer of $33,000 to be reasonable in the circumstances. Finally, IMDA highlighted that it has powers under s 19 of the Act to prescribe terms to be complied by the Claimant where required, notwithstanding that such terms may prejudice the contractual obligations of the Defendant under its agreement with the Claimant. IMDA concluded by giving the parties 14 days to conclude any further negotiations, failing which IMDA would proceed to make a determination on the matter.

43 There followed extensive exchanges of emails between the parties and with IMDA. IMDA officers also made site visits to view the site. On 23 October 2020, the Claimant sent an email to IMDA stating that the Claimant required the Rooftop Space for its new air-conditioning compressor units for its rooftop events venue.[29] The space occupied by the Defendant was the only place available to site those units. On 18 November 2020, the Defendant wrote to the Claimant to increase its offer from $33,000 to $36,000,[30] but this was rejected

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28 2AB at pp 380–382.

29 2AB at p 397.

30 1AB at p 190.

Version No 1: 18 Jun 2026 (16:24 hrs)

by the Claimant the same day by way of an email sent by CW1.[31] The Defendant concluded that the Claimant was not interested in settling the matter amicably.

44 On 2 December 2020, the Defendant wrote to IMDA requesting it to exercise its powers under the Act and COPIF to make a determination of the matter and issue the necessary directions.[32] On 18 January 2021, IMDA wrote to the parties in response to the Defendant's letter of 2 December 2020. After stating its preliminary views of the matter,[33] IMDA requested the Claimant to provide relevant information pertaining to the latter's plans to install additional air-conditioning condensing units at the Rooftop Space pursuant to s 59(1) of the Act.

45 By way of a letter dated 2 June 2021,[34] IMDA rendered its decision ("IMDA Decision") pursuant to its powers under paragraph 2.2.10 of COPIF. IMDA found that the Rooftop Space was not "unused space" and therefore did not constitute MIS under paragraph 2.2.1 of COPIF. IMDA also directed the Claimant to complete installation of the proposed air-conditioning condenser units within 12 months, failing which IMDA may designate the Rooftop Space as MIS. IMDA directed that, in the interim, the parties should cooperate in good faith to negotiate and agree on the terms relating to the Defendant's continued use of the Rooftop Space. IMDA gave detailed directions on such interim use and the handover process. IMDA also held that if the Defendant still wanted space at the Claimant's premises, the Defendant should identify suitable unused

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31 1AB at p 179.

32 2AB at pp 402–406.

33 2AB at pp 409–411.

34 2AB at pp 412–414.

Version No 1: 18 Jun 2026 (16:24 hrs)

spaces to be designated as MIS in which case the Claimant would be obliged to provide such spaces pursuant to the provisions of COPIF.

46 Pursuant to the IMDA direction for good faith negotiation for the interim occupation of the Spaces, the parties engaged in exchange of communications and site visits between June 2021 and April 2022. The Defendant made proposals for its equipment at the Rooftop Space, including a "co-housing proposal" involving siting the Defendant's equipment on a frame installed above the proposed condenser units,[35] (or to hang them over the parapet wall of the rooftop). IMDA was occasionally roped to intervene. Those negotiations did not result in any agreement, and the Claimant gave the Defendant notice to remove its equipment by 31 March 2022, which was subsequently extended to 14 April 2022 and to 17 May 2022.[36] However, a further complication arose on 16 May 2022 when the Claimant sent an email to the Defendant to say that it required a renovation deposit of $15,000 before the Defendant would be permitted to commence work.[37] The Defendant balked at providing this deposit due to concern that the Claimant would keep it to set off its claims for unpaid fees.[38] The Claimant argued that under the Amended First LA, the Defendant was obliged to pay a security deposit of $8,250 which it never paid.[39] The Claimant said that the higher sum was on account of scaffolding was involved. The Defendant requested IMDA to intervene in this standoff in its letter of 25 May 2022.[40]

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35 Affidavit of Benjamin Tan Tien Ping ("BT") dated 23 July 2025 at para 103.

36 2AB at pp 422 and 426.

37 1AB at pp 322 and 328.

38 2AB at p 435.

39 1AB at p 320.

40 2AB at pp 435–436,

Version No 1: 18 Jun 2026 (16:24 hrs)

Review of IMDA Decision

47 On 23 June 2022, the Defendant's solicitors wrote to IMDA requesting a review of the IMDA Decision of 2 June 2021.[41] The letter contained the Defendant's submissions that IMDA had erred in coming to that decision and that it should be changed, particularly in view of events that occurred after 2 June 2021. Thereafter there was an exchange of correspondence between IMDA and the parties. Eventually, on 13 December 2022, IMDA replied to the 23 June 2022 letter affirming the IMDA Decision but extended the deadline for the Defendant to remove its equipment to 3 January 2023.[42] On 21 December 2022, the Defendant's solicitors sent a letter to IMDA to advise that the Defendant would lodge an appeal to the Minister pursuant to s 89(2) of the Act.[43] In view of this and for a number of other reasons, the Defendant requested an extension of the equipment removal deadline to 3 March 2023. On 27 December 2022, the Defendant's solicitors wrote a letter to the then Minister for Information and Communications ("Minister") to make the appeal.[44] I need not go further into the events save to say that on 23 July 2024, the Minister dismissed the appeal.[45] The ground for dismissal was essentially that the appeal was time-barred as s 89(1) of the Act requires it to be made within 14 days of the IMDA Decision. This had expired on 16 June 2021 and the Defendant's appeal, submitted on 27 December 2022, was out of time by some 18 months. There were other findings by the Minister in relation to the matters appealed against, but those are not relevant here.

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41 2AB at pp 445–447,

42 2AB at pp 483–486,

43 2AB at pp 487–488.

44 2AB at pp 489–496.

45 3AB at pp 1101–1110,

Version No 1: 18 Jun 2026 (16:24 hrs)

48 A fair amount of time was spent at trial on evidence pertaining to whether the Spaces were "unused space" under COPIF. I do not intend to deal with this because it is totally irrelevant for my decision. The right claimed by the Defendant to rent-free use of the Spaces is a creature of legislation, *i.e.* COPIF, which also provides a procedure for a final and binding determination of this right. That procedure is found in paragraph 2.2.10, as set out at [12] above, and it is by way of reference to IMDA "for a decision which shall be binding on the parties". It is clear that the legislation had deemed IMDA to be the appropriate authority to deal with such matters. One reason I can see is that such a determination would involve complex technical facts and issues of policy for which IMDA is best equipped to handle.

49 Further, any decision of the IMDA is subject to an appeal under s 89(1) of the Act, as set out at [13], and s 89(14) of the Act provides that:

> "Any decision of the Minister under subsection (13) is final."

50 The Defendant cannot, in this suit, obtain an order to quash or reverse this decision of the Minister. However, the Defendant might be able to apply for a quashing order under O 24 of the Rules of Court. But that is a separate action on grounds that do not deal with the substantive merits of the decision. Therefore, the decision of the Minister of 23 July 2024 finally settled the issue on whether the Rooftop Space is MIS.

51 There is also the issue of the Ground Floor Space. Prior to the Minister's decision, the Defendant had, on 14 December 2023, written to IMDA to claim that the Ground Floor Space was not MIS.[46] In its letter of 28 March 2024,[47]

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[46] 3AB at pp 1086–1087.

[47] 3AB at pp 1088–1090.

Version No 1: 18 Jun 2026 (16:24 hrs)

IMDA stated that it was of the view that the Ground Floor Space was not MIS and that it will not become MIS unless the parties either:

> "(i) Reach mutual agreement for the Space to be provided as MIS; or
>
> (ii) Obtain a binding decision from IMDA requiring [the Claimant] to provide the Space as MIS"

52 IMDA reiterated that it had not made any decision under COPIF paragraph 2.2.10 in relation to the Ground Floor Space. Notwithstanding this, the Defendant did not make a reference under COPIF paragraph 2.2.10 and must be taken to have acquiesced to the view of IMDA that the Ground Floor Space was not MIS. It also seemed to me that the Ground Floor Space is useless to the Defendant without the Rooftop Space and that was the probable reason for the Defendant's decision not to pursue this.

53 I therefore hold that the Spaces are not MIS. The Defendant was never entitled to the Spaces free of rent under COPIF. It follows that the Defendant's occupation of the Spaces, to the extent that it is unauthorised by the Claimant, amounted to trespass.

Ancillary defences raised by the Defendant

54 The foregoing would be sufficient to deal with this issue. However, for completeness, I deal with a number of ancillary issues raised by the Defendant. The first is that the Claimant had not obtained a court order or "resorted to self-help" to remove the Defendant's equipment from its premises,[48] and therefore the Claimant has either waived its rights or is estopped from asserting a claim of trespass.

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48 Defence at para 35.

Version No 1: 18 Jun 2026 (16:24 hrs)

55 It should be borne in mind that the Claimant had, throughout 2017 to 2020, been engaged in negotiation with the Defendant on the rental of the Spaces. Indeed, on 2 April 2020, the Defendant had confirmed that it was prepared to pay rent up to September 2019 and was trying to obtain approval for the next one-year period up to September 2020: see [24] above. It was only after that, when the Claimant concluded that the Defendant did not intend to pay rent going forward that the Claimant gave notices to reinstate and vacate the Spaces on 17 September 2020, 8 March 2022 and 26 April 2022.[49] I cannot see how the Defendant can even suggest that the Claimant ought to resort to self-help in this case, which involved telecommunication equipment affecting the public. The action before me is the Claimant's proper resort to the law to evict the Defence and claim damages.

56 Next, the Defendant seemed to have tried to slip in what appeared to be a defence in closing written submissions under the heading "Public and private necessity".[50] The Defendant asserted that there was no other suitable place in the vicinity to deploy the Defendant's equipment, with the consequence that the Defendant would be unable to achieve the required standard of network coverage. The first problem with this is that, although the Defendant did make this submission to the IMDA, the latter did not manifest any concern over this when it rendered its decision of 2 June 2021. As I have held earlier at [47] to [49], the finding by IMDA, affirmed by the Minister on appeal, is final and binding on the parties. But the main problem with this submission, as I see it, is that it was not pleaded in the Defence and that is fatal to the Defendant's case on this point.

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49 Lead Counsel's Statements filed by Claimant and Defendant dated 22 September 2025, para 12 of Main Facts Not in Dispute.

50 Defendant's Closing Submissions dated 13 February 2026 at paras 120–125.

Version No 1: 18 Jun 2026 (16:24 hrs)

57 The Defendant also submitted that the Claimant is obliged to provide an MIS to the Defendant. There is no such requirement in COPIF. As was clear in COPIF as well as IMDA's position, if there *is* unused space, then the Claimant would be obliged to provide it rent-free to the Defendant, but not otherwise. Indeed, IMDA had made it clear in correspondence with the Defendant that it was for the Defendant to identify unused space at the rooftop.

Third issue: Damages

58 The Defendant had been in occupation of the Spaces since 21 December 2017. The period 21 December 2017 to 19 September 2018 is covered by the Amended First LA for which the Defendant had paid the rental in full. I have held at [32] above that the payment of $35,310 by the Defendant to the Claimant on 27 April 2020 was made pursuant to an oral agreement for occupation for a further one-year period. Therefore, the occupation of the Spaces up to 19 September 2019 was legal. Thereafter, the Defendant was in trespass.

59 The Claimant's damages claim is pleaded in the alternative. The first is based on loss of opportunity for the increased revenue that would be brought in by extending capacity of the rooftop Sky Garden by upgrading of the air-conditioning.[51] As the Defendant had caused this to be delayed, the Claimant sought the loss of chance for the period of the trespass from 2022 onwards. There is a similar claim with regard to the Ground Floor Space which will be set out below. The Claimant based its claim from the year 2022 because, prior to that, COVID-19 measures would have foreclosed the possibility of increased business. The Claimant's alternative claim is that, at a minimum, the damages

[51] Claimant's Closing Submissions ("CCS") dated 13 February 2026 at para 241.

Version No 1: 18 Jun 2026 (16:24 hrs)

would be $35,310 per year, based on the value of the Spaces that the parties had agreed upon up to September 2019.[52]

60 In my view, it is convenient to consider that damages suffered by the Claimant by reference to the following periods:

(1) 20 September 2019 to 19 September 2020

(2) 20 September 2020 to 23 July 2023

(3) 24 July 2023 to end 2025

(1) 20 September 2019 to 19 September 2020

61 The Claimant's alternative claim for this is based on oral agreement which would have been in the form of licence and other fees of $35,310.00 for this one-year period. However, I have held at [32] above that there was no oral agreement and therefore, this cannot be the basis for damages here.

62 In August 2020, the parties were still negotiating the rent for the Defendant's occupation of the Spaces. The events in that period are set out in [38] and [40] above. The Claimant had wanted the sum of $35,310.00 for such occupation. When the Defendant continued to drag its feet, the Claimant issued a letter on 17 September 2020 demanding that the Defendant vacate the Spaces and pay the sum of $42,014.80 in damages. On 23 September 2023, the Defendant counteroffered the sum of $33,000.00. On 7 October 2020, the Claimant countered with the sum of $43,461.35, comprising of the $35,310.00 fees, $3,068.85 in late payment interest (with a 50% discount), and legal fees of $5,082.50.

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[52] CCS at para 197.

Version No 1: 18 Jun 2026 (16:24 hrs)

63 It is the Claimant's own case that, for this period, its damages amounted to $43,461.35 as of 17 September 2020. I hold that the appropriate quantum of damages to be awarded to the Claimant for this first period is the $35,310.00 fees and legal costs of $5,082.50 (which would otherwise not have been incurred by the Claimant). Therefore, the quantum of damages for this period is $40,392.50. As this sum is awarded for damages for trespass and not for breach of contract, the Claimant's claim for contractual interest of 8% cannot be allowed.

(2) 20 September 2020 to 23 July 2023

64 The relevant events in this period are set out in [41] to [45] above.

65 Throughout this period, the Claimant was content to leave the matter to be handled by IMDA. It did not contest the directions given by IMDA to negotiate the transition period. This period was, originally, 12 months from the IMDA decision of 2 June 2021 but it was extended by IMDA to, at the earliest, 17 September 2022, being four months from the extended deadline of 17 May 2022 – see [46] above. However, the Defendant's appeal to the Minister on 27 December 2022 intervened and the Claimant was content to await the decision, which came out on 23 July 2023. In those circumstances, I am of the view that the appropriate damages for this period would be the sum of $35,310.00 per year that the Claimant had been prepared to accept for the provision the Spaces in the earlier periods. The total for this period of two years, ten months and four days amounts to $100,432.00 (rounded to the nearest dollar) on a monthly basis.

Version No 1: 18 Jun 2026 (16:24 hrs)

(3) 24 July 2023 to end 2025

66 For this period, I am satisfied that the Claimant's primary claim of loss of opportunity is the appropriate basis for the reasons set out hereafter.

67 The Claimant's claim on loss of opportunity is as follows. Around September 2020, the Claimant had commenced work to expand the indoor space of the rooftop Sky Garden by enclosing the sheltered space and providing air conditioning. In this way the capacity of air-conditioned space of the Sky Garden would be increased. To do this, additional air-conditioning compressors would need to be installed at the rooftop and the Rooftop Space occupied by the Defendant's equipment was the only suitable location available. As for the Ground Floor Space, the Claimant gave evidence that the space was actually leased to a restaurant, Shake Shack. There is therefore, no loss of the rental component of the lease to Shake Shack. However, the lease provided for the Claimant to be paid 10% of the gross monthly turnover of the restaurant. The Claimant's case is that because the restaurant had been unable to use the Ground Floor Space, its capacity was reduced and the Claimant was deprived of 10% of the incremental gross turnover.

Rooftop Space

68 I first deal with the Rooftop Space. The Claimant gave evidence that the Sky Garden was a prime location in Sentosa for events due to its unblocked panoramic view of the sea.[53] Although the extension to the Sky Garden was completed in November 2020, sales had been hampered due to the COVID-19 restrictions at the time. By early 2022, as those restrictions eased, the number of event hires for the Sky Garden began to go up. By July 2025, the Sky Garden

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53 Affidavit of Koh Yi Le Lawrence ("LK") dated 17 January 2025 at para 85.

Version No 1: 18 Jun 2026 (16:24 hrs)

was booked for events almost every weekend and public holiday.[54] However, these events were mostly in the night, and this was because the capacity of the existing air-conditioners were insufficient to cool the Sky Garden during the day due to the heat and the fact that the enclosure was mostly glass.[55] The Claimant gave evidence that in 2023, the Sky Garden was hired for 97-night events and eight-day event.[56] For 2024 and 2025, the corresponding figures were, respectively, 93-night events and 14-day events, and 114-night events and no day events.[57] The Claimant provided three scenarios for number of day events that would have resulted had the additional air-conditioning been installed: 30% of the overall events, 40% of the overall events and 50% of the overall events. The Claimant provided figures based on the Claimant's average profit margin for events and came up with estimates of the profits they would have made based on the three scenarios.[58]

69 The Defendant was, unsurprisingly, unable to provide any evidence to the contrary and so was limited to cross-examining the Claimant's witnesses on the reasonableness of its premises.

70 In my view, the Claimant's position that, with the Sky Garden adequately cooled with the additional air-conditioning, there would be an increase in sales for day events, was entirely possible. The Sky Garden provided a panoramic view from that part of the island, and it is not difficult to see that it would be a desirable venue for certain events such as weddings or company

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54 LK at para 88.

55 LK at para 90.

56 LK at p 961.

57 LK at p 961.

58 LK at p 961.

Version No 1: 18 Jun 2026 (16:24 hrs)

functions where the daytime views would provide an attractive backdrop. I therefore hold that, had the Claimant been able to install the additional air-conditioning, it would have been able to increase its sales for the Sky Garden. However, given that there is no proven track record of sales, I am inclined to take the lower end of the Claimant's estimate and peg it to 30% of overall events. On this basis, the figures provided by the Claimant for loss of profit are:

(a) 2023: $166,385

(b) 2024: $191,476

(c) 2025: $296,967

71 As I have found that for 2023, the period should commence from 24 July of that year, the loss of profit for 2023 would be adjusted for the remaining five months to $69,327. Adding this to the figures above for 2024 and 2025, the total for the period from August 2023 to December 2025 is $557,770. I therefore find the damages due to the Claimant in respect of the Rooftop Space from July 2023 to end of 2025 to be $557,770.

Ground Floor Space

72 As for the Ground Floor Space, part of that falls within an area that is leased to the restaurant. The Claimant does not dispute that, in respect of the part that falls within the area that is leased to the restaurant, it is the tenant who has the cause of action against the Defendant in trespass.[59] One would have thought that the restaurant, if it felt aggrieved by such occupation, would be more inclined to claim against the Claimant for failure to deliver possession, but there is no evidence of this. The Claimant's evidence of the quantum of damages

[59] NE dated 19 November 2025 at p 108, lines 8–25.

Version No 1: 18 Jun 2026 (16:24 hrs)

under this head comes from two paragraphs in the AEIC of CW1, along with a drawing from the restaurant and a spreadsheet produced by the Claimant which state:[60]

> Due to [the Defendant's] refusal to vacate and reinstate the Ground Floor Space, [the Claimant] remains unable to provide the Ground Floor Space to Shake Shack. The current number of seats in Unit #01-04 is 100 seats. By my estimation, the Ground Floor Space would be able to accommodate 25 seats. In fact, Shake Shack's own estimation is that the Ground Floor Space would accommodate 30 additional seats. Annexed hereto … is a drawing prepared by Shake Shack with their proposal for 30 additional seats at the Ground Floor Space.
>
> Annexed hereto … is a spreadsheet I prepared setting out the sales data at Shake Shack's outlet at Unit #01-04. The said spreadsheet sets out the total sales and Turnover Rent from December 2023 to October 2024, and estimates of the additional Turnover Rent that [the c] could be receiving if Shake Shack had been able to add 25 seats at its outlet with the use and enjoyment of the Ground Floor Space. The estimates are based on the following assumptions:
>
> > (a) [Conservative] projections of 30%, 40% and 50% utilisation of the additional 25 seats; and
> >
> > (b) An overall increase of 5% of the outlet's revenue year-on-year from 2024 to 2025."

73 The problem I have with the Claimant's evidence is that there was no direct evidence from Shake Shack of their intention to increase the seating. The Claimant did not even produce any correspondence from Shake Shack indicating an intention to increase the seating. The evidence given by CW1 as to the intentions of Shake Shack was hearsay. Furthermore, there was no evidence of when Shake Shack intended to increase the space and that they were unable to do so due to the Defendant's occupation of the Ground Floor Space. The Defendant had been prejudiced by being deprived of the opportunity to

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60 LK at paras 99–100.

Version No 1: 18 Jun 2026 (16:24 hrs)

cross-examine Shake Shack on this aspect. I therefore find that the Claimant has failed to prove any losses with regard to the Ground Floor Space.

Findings of quantum of damages

74 By reason of the foregoing, my findings on the quantum of damages for the following periods are:

(1) 20 September 2019 to 19 September 2020: $40,392.50

(2) 20 September 2020 to 23 July 2023: $100,432

(3) 24 July 2023 to end 2025: $557,770

This totals $698,594.50.

Conclusion

75 By reason of the foregoing, I make the following orders:

(a) There shall be judgment for the Claimant against the Defendant in the sum of $698,594.50;

(b) Interest on the judgment sum at 5.33% per annum from the date of the writ, 29 December 2022;

(c) The Defendant is ordered to vacate and reinstate the Spaces within a reasonable time. Bearing in mind the requirement to preserve mobile services to the Defendant's customers in this period, the period for the Defendant to undertake this is to be agreed between the parties, failing which they shall refer the matter to IMDA for a decision. If the period is not resolved in this manner within one month from the date of this judgment, the parties have liberty to apply to the court for a decision.

Version No 1: 18 Jun 2026 (16:24 hrs)

76 I will hear parties on the issue of costs.

Lee Seiu Kin
Senior Judge

Li Shunhui Daniel, Tan Cor Liu Kelly (Ramdas & Wong) for the claimant;
Clement Julien Tan Tze Ming (Nine Yards Chambers LLC) for the defendant.

Version No 1: 18 Jun 2026 (16:24 hrs)