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

[2026] SGHC 39

Originating Claim No 552 of 2023

Between

33Club Pte Ltd

… *Claimant*

And

Design Cliniq Pte Ltd

… *Defendant*

Counterclaim of Defendant

Between

Design Cliniq Pte Ltd

… *Claimant in Counterclaim*

And

33Club Pte Ltd

… *Defendant in Counterclaim*

JUDGMENT

[Building and Construction Law — Construction torts — Negligence]

Version No 1: 20 Feb 2026 (10:05 hrs)

[Building and Construction Law — Contractors' duties — Duty as to materials and workmanship]
[Building and Construction Law — Damages — Damages for defects]
[Building and Construction Law — Dispute resolution — Alternative dispute resolution procedures]
[Building and Construction Law — Formation and interpretation]
[Building and Construction Law — Quantum meruit]
[Building and Construction Law — Scope of works]
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33Club Pte Ltd
v
Design Cliniq Pte Ltd

[2026] SGHC 39

General Division of the High Court — Originating Claim No 552 of 2023
Mohamed Faizal JC
12–15, 19–22, 29 August, 22 September, 12 December 2025

20 February 2026 Judgment reserved.

Mohamed Faizal JC:

Introduction

1 The present case underscores the hazards of embarking on a renovation project on the strength of a broad and informal understanding of the works to be done without properly discussing and fleshing out a carefully articulated agreement. In this particular instance, both parties appeared to be content to proceed without fastidious attention to detail, leaving critical matters of scope, standard and expectation largely undefined. Such initial looseness, however, carries consequences. When the essential particulars of a renovation project are not clearly discussed or recorded, the apparent flexibility of what had been "agreed" can later be pressed into service by all sides in ways that bear little to no resemblance to what may have been actually contemplated by either party at the time. This is therefore a case where the court must look beyond the parties' *ex post facto* characterisations of their positions and examine the objective

reality of how the arrangement was entered into and performed against the rather unfortunate backdrop of a shared failure to strive for clarity and clear expectations at the beginning.

Facts

2 The claimant, 33Club Pte Ltd ("Claimant"), is a Singapore-incorporated company in the business of running or operating recreation clubs.[1] Its managing director is Mr Tan Cheng Siong ("Mr Tan").[2] The defendant, Design Cliniq Pte Ltd ("Defendant"), is a Singapore-incorporated company in the business of building construction works.[3] It has two directors, *viz*, Ms Tee Mei Huan ("Ms Tee") and Mr Kee Chai Leong ("Mr Kee"), who are married to each other.[4]

3 The Claimant operates a private members' club under the name "33Club" ("Club") at 22 Malacca Street #01-02 ("Premises") that spans 3,800 sq ft across two floors.[5] The present originating claim finds its genesis in the Claimant's engagement of the Defendant to carry out renovation works at the Premises ("Renovation Works") in or around May 2022.[6] The Renovation Works included the installation of travertine fluted tiles on the walls primarily around a staircase, as well as a myriad of other works.[7] The Claimant's design

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1 Statement of Claim (Amendment No 2) dated 24 March 2025 ("SOC") at para 1. Defence (Amendment No 2) & Counterclaim dated 14 May 2025 ("D&CC") at para (1).

2 Affidavit of Evidence-in-Chief of Tan Cheng Siong dated 6 June 2025 ("CA-1") at para 1. Affidavit of Evidence-in-Chief of Tee Mei Huan (Zheng Meihuan) dated 9 May 2025 ("DA-1") at p 62.

3 SOC at para 2. D&CC at para (2).

4 DA-1 at paras 1, 5 and p 70.

5 CA-1 at paras 9–10.

6 SOC at para 3. D&CC at para (3).

7 SOC at paras 4 and 6. CA-1 at paras 109 and 112.

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consultant was Syrenka Studio GmbH ("Syrenka"),[8] whose representative was one Ms Podbielski Joanna Mifsud ("Ms Podbielski").[9] A WhatsApp chat group was created where the various parties had discussions relating to the Renovation Works ("Renovation Chat Group").

The commencement of the Renovation Works

4 On 20 May 2022, the Defendant sent the Claimant a bill of quantities document titled "BQ for Club 33: RB Building 22 Malacca Street" ("20 May BQ") *via* a WhatsApp message, explaining that "this is a rough BQ of how the work is suppose [*sic*] to flow, break down Phase 1, Phase 2, Phase 3 and Phase 4 / please read through and help me sign back would be good for documentation and taking note". In this document, the following works were listed:

(a) for Phase 1 – preliminary works, hoarding works, scaffolding works, hacking works, miscellaneous works, professional engineer ("PE") and authorities;

(b) for Phase 2 – plastering works, mezzanine works, ceiling/cladding/roofing works, air-conditioning works, plumbing works, tiling works;

(c) for Phase 3 – mechanical and electrical works, glass works, carpentry works, worktop works, fluted panel cladding, painting works; and

8 SOC at para 19B.1.

9 Affidavit of Evidence-in-Chief of Podbielski Joanna Mifsud dated 26 May 2025 ("CA-2") at paras 1 and 3.

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(d) for Phase 4 – fixtures, furniture and other equipment works, wallpaper works, feature wall painting.

In response to the Defendant's message, Mr Tan replied: "[j]ust proceed as stated rough BQ …".[10]

5 The landlord of the Premises required the Defendant to procure public liability insurance coverage for the Renovation Works.[11] The Defendant sought such insurance from NTUC Income Insurance Co-operative Ltd ("NTUC"). On 20 May 2022, while discussing the issue of insurance in a separate WhatsApp chat group, Ms Tee indicated the "Start date" as "21/5", the "End date" as "1/8 to be launched but Incase [*sic*] defects periods" and the "Contract value" as "$300k".[12] She then sent those details to the Renovation Chat Group at 9.13pm, for the Claimant's confirmation. In this message, Ms Tee indicated the "Start date" as "21/5" and the "End date" as "1/8" but left the "Contract value" empty for the Claimant's input.[13] At 9.58pm, Mr Tan sent a message in the Renovation Chat Group indicating the "Contract value" to be "$500k" ("20 May WhatsApp Message").[14] Ms Tee then forwarded Mr Tan's 20 May WhatsApp Message to her separate WhatsApp chat group where she was initially discussing the issue of insurance.[15] The insurance policy from NTUC ("Insurance Policy") was issued on 23 May 2022, with a period of insurance from 24 May 2022 to

10 DA-1 at para 9 and pp 82–86.

11 DA–1 at p 88.

12 DA-1 at p 91.

13 DA-1 at pp 92–93.

14 DA-1 at p 93.

15 DA-1 at p 91.

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1 September 2023 (inclusive of a 12-month defects liability period).[16] A copy of the Insurance Policy was sent to the Renovation Chat Group that evening.[17]

6 On 23 May 2022, the Defendant commenced hacking works at the Premises.[18]

7 On 2 June 2022, the Claimant paid the Defendant $50,000.[19] This was apparently payment for Phase 1 of the Renovation Works as set out in the 20 May BQ, including hacking, scaffolding and ceiling partition works.[20]

8 On 9 June 2022, Syrenka sent the parties the first set of 30% schematic drawings. On 17 June 2022, Syrenka sent the parties the second set of 50% schematic drawings.[21]

9 On 18 June 2022, Ms Tee sent to the Renovation Chat Group pictures of a handwritten note ("Handwritten Note").[22] Ms Tee claims that the Handwritten Note sets out the Defendant's unit rates for the Renovation Works. In these proceedings, the Defendant has also provided a transcription of the Handwritten Note ("Transcribed Handwritten Note").[23] Mr Tan accepts that the pictures of the Handwritten Note were sent (to him and others) in the Renovation Chat

16 D&CC at para (3)(3). DA-1 at para 12, pp 96 and 98.

17 DA-1 at p 95.

18 DA-1 at para 11 and p 87.

19 SOC at para 5.3. D&CC at para (3)(4).

20 DA-1 at para 20 and p 147.

21 D&CC at para (3)(5). DA-1 at paras 23, 25 and pp 150–175.

22 DA-1 at para 26 and pp 178–184.

23 DA-1 at pp 185–190.

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Group,[24] but what the contents of the Handwritten Note are, and the Defendant's interpretation in the Transcribed Handwritten Note, is disputed by the Claimant.

10 On 30 June 2022, Syrenka sent the parties the third set of 100% schematic and 80% construction drawings.[25]

The travertine fluted tiles

11 Initially, the travertine fluted tiles for the Renovation Works were to be obtained from a supplier in Singapore. However, on 1 July 2022, Mr Tan sent a message in the Renovation Chat Group indicating that he wanted to "change to special tiles or something else as i dont want to pay for $60k+ for fluted and paint over velvet paint… nothing special and that kind of crazy price".[26]

12 Subsequently, on 10 July 2022, Mr Tan sent pictures of travertine fluted tiles from a supplier in China in the Renovation Chat Group. The following messages were then exchanged:[27]

Ms Tee:	Can u ask the supplier for the MOS
Mr Tan:	… Its marble and stone, what MOs u needed
Ms Tee:	MOS irregardless of internal or semi enclose of external facade .. their thickness is for sure more than 12mm to 20mm right?
Mr Tan:	Just do normal sticking , ask your busband [*sic*]
	Ur side have to figure out how to install when the stone arrived…

[24] Transcript (13 August 2025) at 39:9–15.

[25] D&CC at para (3)(5). DA-1 at para 27 and pp 191–226.

[26] D&CC at para (6)(1). DA-1 at paras 51–53 and pp 313–315.

[27] D&CC at para (6)(2). DA-1 at para 54 and pp 316–318.

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13 On 14 July 2022, Mr Tan sent a picture of a cross-sectional drawing of the travertine fluted tiles in the Renovation Chat Group. The picture indicated that each tile had an overall thickness of 18mm and a hump thickness of 7mm, thereby implying a base thickness of 11mm.[28]

14 On 16 July 2022, Ms Tee and Mr Tan discussed the installation method of such travertine fluted tiles in the Renovation Chat Group. In these discussions, Mr Tan asserted the travertine fluted tiles to have a thickness of 18mm. The following messages were then exchanged:[29]

Mr Tan:	This i needed to talk to my marble supplier or?
Ms Tee:	Ask for any method of statements …
	…
Mr Tan:	This should be done by marble guy (installer)
	…
	U have to find your marble guy that can do so , if not i find mine
	[Link to a YouTube video]

As alluded to in the extract above, Mr Tan sent Ms Tee a link to a YouTube video regarding "stone clip installation", which appears to be in relation to the use of a mechanical anchorage system.[30]

15 On 16 September 2022, the travertine fluted tiles arrived on-site. According to the Defendant, the tiles in question had an overall thickness of 16mm and a base thickness of 6mm or less.[31]

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28 D&CC at para (6)(3). DA-1 at para 56 and p 326.

29 D&CC at para (6)(4). DA-1 at para 57 and pp 328–343.

30 Transcript (20 August 2025) at 20:2–21:5.

31 D&CC at para (6)(5). DA-1 at para 59 and pp 346–348.

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16 On 17 September 2022, the Defendant began installing the travertine fluted tiles on the walls with an adhesive. The installation was completed in about two weeks.[32]

The events after the Renovation Works

17 On 28 September 2022, Mr Tan sent a message in the Renovation Chat Group stating: "Pls clear up all work and retreat all reno work by this week / My furnitures [*sic*] will be in next week and no more work can be done".[33]

18 On or around 28 September 2022, a new WhatsApp chat group was created including the various parties to discuss the identification and rectification of any defects ("Defects Chat Group").[34] On 10 October 2022, Mr Tan sent a message in the Defects Chat Group stating: "Lijun will do the renovation quality checks on 33. He have [*sic*] a checklist to check through all areas. Joanne pls work with Lijun to touch on all the highlighted areas until satisfactory condition for handover".[35] In this context, "Lijun" was Mr Lai Lijun ("Mr Lai"), a friend of Mr Tan who had agreed to assist him in inspecting the Renovation Works,[36] whilst "Joanne" was Ms Tee.

19 On 13 October 2022, the Claimant paid the Defendant a further $50,000.[37]

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32 D&CC at paras (6)(6) and (8)(4). DA-1 at paras 60–61.

33 D&CC at para (6)(7). DA-1 at para 67 and p 356.

34 DA-1 at para 170 and p 1430.

35 DA-1 at para 68 and p 357.

36 Affidavit of Evidence-in-Chief of Lai Lijun dated 27 May 2025 ("CA-4") at paras 3 and 5.

37 D&CC at para (6)(8). DA-1 at para 71.

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The accidents in December 2022

20 On 6 December 2022, several pieces of the travertine fluted tiles dislodged and fell off the wall. Mr Lai suffered an injury in the process.[38]

21 Ms Tee went to the Premises that evening. She sent messages and a video captioned "Marble walk through Solution methods" ("Proposed Rectification Video") on the Defects Chat Group to explain her proposed rectification of the dislodged tiles, which was essentially to drill the tiles into the walls using screws, to conceal the screws with a sealer, and to fill the gaps between the tiles with some kind of material. Mr Tan replied stating "[y]ou better get it certify by your QS". The Defendant completed the rectification works on 8 December 2022.[39]

22 Thereafter, the Claimant raised concerns that the screws on the travertine fluted tiles were unesthetic. On 3 January 2023, Ms Tee prepared a mock-up tile with screws concealed by putty of matching colour. According to Ms Tee, the mock-up was reviewed by Mr Lai and one Mr Shah (the Claimant's manager), and the latter informed Ms Tee that it was acceptable. The Defendant then carried out the finishing works on the tiles. Subsequent discussions took place between the Claimant, the Defendant and Syrenka *via* WhatsApp and e-mail to ensure that the touch ups were adequately done.[40]

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38 SOC at paras 8.1–8.2. D&CC at para (8)(1). CA-1 at paras 113–114. CA-4 at paras 6–7. DA-1 at paras 79–80.

39 SOC at para 18. D&CC at para (8)(5). CA-1 at p 1081. DA-1 at paras 79, 82–83, 85, pp 371 and 416.

40 D&CC at para (18)(1). DA-1 at para 88 and pp 424–432.

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23 On 18 January 2023, Mr Ling Lee Teck ("Mr Ling"), a PE, certified the following regarding the travertine fluted tiles:[41]

> I hereby certify that,
>
> 1. I have inspected the existing cladding and investigated its overall installation.
>
> 2. I have checked and confirmed that the submitted details are suitable, structurally sound, and safe for site conditions.
>
> 3. The total number of drawings submitted is: 8.
>
> 4. I have inspected the site and deem that it is safe for use for a period of 3 years.
>
> 5. This site is subject to period inspection by a QP at least once every 3 years.

24 On 17 and 19 January 2023, Mr Ling endorsed photographs of the method of installation of the travertine fluted tiles.[42]

25 Sometime in early February 2022, the Defendant submitted the travertine fluted tiles to Setsco Services Pte Ltd ("Setsco") to determine their mineral composition. On 20 February 2023, the report ("Setsco Report") was issued and it found that the tiles were made of travertine limestone.[43]

26 Separately, the Defendant had also installed several door closers in the Premises. On 17 December 2022, one of the door closers came loose and injured one of the Claimant's employees, Mr Jordan Ooi Boon Lee, as he attempted to

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41 D&CC at para (8)(7). Affidavit of Evidence-in-Chief of Ling Lee Teck dated 9 May 2025 ("DA-4") at para 6 and p 18.

42 D&CC at para (8)(8). DA-4 at para 7 and pp 37–42.

43 DA-1 at para 90 and pp 433–438.

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open the door.[44] According to the Defendant, it attended to the rectification of the door closer that day.[45]

The events after the accidents in December 2022

27 On 31 January 2023, the Club had its official opening.[46]

28 From 31 March 2023 to 26 April 2023, the Defendant issued 14 invoices to the Claimant for various aspects of the Renovation Works, with a total invoiced amount of $609,719.50.[47] On 8 May 2023, the Defendant issued Invoice 0820 to the Claimant for the sum of $609,789.50, which consolidated the 14 earlier invoices, and from which $100,000 would be deducted to take into account the Claimant's previous payments.[48] According to Ms Tee, the $70 discrepancy between the total invoiced amount across the 14 original invoices and the invoiced amount in Invoice 0820 was the result of a clerical error, and the correct figure should be that found in the former, *ie*, $609,719.50.[49]

29 On 8 May 2023, the Defendant also issued Invoice 0821 to the Claimant for the sum of $751.01. According to Ms Tee, this sum represents the difference between the sum of $6,000 which the Defendant paid to another contractor on the Claimant's behalf, and a credit note of $5,248.99 which the Defendant issued to the Claimant.[50]

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44 SOC at para 14.1. CA-1 at para 122.

45 D&CC at para (14)(1).

46 D&CC at para (18)(2). DA-1 at para 99. Transcript (13 August 2025) at 76:1–5.

47 D&CC at para (18.2). DA-1 at para 104 and pp 708–824.

48 D&CC at para (18.3). DA-1 at para 107 and pp 825–882.

49 DA-1 at para 108.

50 D&CC at para (18.4). DA-1 at paras 111–114 and pp 970–985.

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30 Subsequent attempts by the Defendant to seek payment from the Claimant were unsuccessful. On 12 June 2023, the Defendant's lawyers sent a letter of demand to the Claimant for the sum of $509,789.50. Further correspondence took place between the Claimant's lawyers and the Defendant's lawyers to clarify the scope of the Defendant's claim.[51]

31 On 20 June 2023, the Defendant issued Invoice 0847 to the Claimant for the sum of $92,888.31. This invoice comprised: (a) professional fees of $28,669.50 for professional services such as Mr Ling's certification, licensed plumbers and the Setsco Report, with a further 15% project management fee layered on top; (b) 41 additional drawings worth $10,650 which the Defendant allegedly had to produce on-site as they were not provided by Syrenka; and (c) project management fees of $53,568.81 at 10% of the invoices of the Claimant's other contractors.[52]

32 On 4 July 2023, the Claimant's lawyers sent a letter to the Defendant's lawyers alleging that the Defendant had carried out defective installation works in respect of the travertine fluted tiles and the door closers. The Defendant was put on notice that the Claimant may seek damages against the Defendant for the costs in rectifying the defects as well as other losses of profits incidental to the closure of the Claimant's business during the rectification works. The Claimant also sought from the Defendant: (a) reports certifying that the Defendant's method of installation was safe, secure and durable; (b) personal guarantees by Ms Tee and Mr Kee as to the structural integrity and safety of the travertine

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51 D&CC at para (20)(2). DA-1 at para 130 and pp 1135–1145.

52 D&CC at para (18.8). DA-1 at paras 131–136 and pp 1146–1214.

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fluted tiles and the Renovation Works; and (c) third-party insurance coverage up to $10 million for a period of ten years.[53]

33 From 6 July 2023 to 23 August 2023, further correspondence took place between the Claimant's lawyers and the Defendant's lawyers.[54] The following points are salient:

(a) Two payment claims and a payment response were exchanged pursuant to the Building and Construction Industry Security of Payment Act 2004 (2020 Rev Ed) ("SOPA"). The payment claims were eventually withdrawn by the Defendant.[55]

(b) On 21 August 2023, the Claimant's lawyers sent a letter to the Defendant's lawyers giving notice of the Claimant's intention to carry out rectification works in respect of the travertine fluted tiles. The proposed rectification works was said to span over two months, and the Claimant demanded that the Defendant pay it $778,000, representing the additional losses, costs and expenses incurred due to the further rectification works.[56]

34 On 26 August 2023, the Claimant filed HC/OC 552/2023 in these proceedings.

35 On 29 September 2023, the Defendant sent the Claimant its Payment Claim No 1 (Revised) for the sum of $605,408.82. This payment claim included

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53 SOC at para 30. D&CC at para (20)(2). CA-1 at paras 72–73 and pp 1066–1073. DA-1 at para 137 and pp 1215–1222.

54 DA-1 at pp 1215–1257.

55 DA-1 at pp 1223–1227 and 1250–1257.

56 SOC at paras 33–35. CA-1 at paras 159–161. DA-1 at pp 1253–1254.

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Invoices 0820, 0821 and 0847. However, the quantum of Invoice 0820 was indicated as $611,769.50. On 1 October 2023, the Claimant filed its original Statement of Claim in these proceedings. On 13 October 2023, the Claimant's lawyers sent the Defendant's lawyers the Claimant's Payment Response No 1 (Revised) which alleged that the Defendant owed the Claimant $236,579.49.[57]

The Adjudication Application

36 On 23 October 2023, the Defendant lodged Adjudication Application No SOP A236 of 2023 ("AA 236") with the Singapore Mediation Centre pursuant to the SOPA. Dr Evert Christopher Vickery was appointed as the adjudicator ("Adjudicator").[58] AA 236 was heard on 4 November 2023. The Adjudicator issued his determination on 30 November 2023 ("Adjudication Determination")[59] and awarded the Defendant $86,281.40 ("Adjudicated Amount").[60] The Claimant has since paid the Adjudicated Amount to the Defendant.[61]

37 In the course of the AA 236 proceedings, the following matters transpired:

(a) The Adjudicator accepted the Defendant's explanation that the discrepancy between the quantum for Invoice 0820 as originally issued to the Claimant (*viz*, $609,789.50) and as filed in the Payment Claim

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57 D&CC at para (20.1). CA-1 at pp 369–377. DA-1 at para 142 and pp 1258–1266.

58 DA-1 at p 1275, Adjudication Determination at paras 11–12.

59 DA-1 at pp 1273–1317.

60 D&CC at para (40). Reply and Defence to Counterclaim dated 23 May 2025 (Amendment No 1) ("R&D2CC") at para 18. DA-1 at para 144 and p 1274, Adjudication Determination at para 4.

61 R&D2CC at para 19. CA-1 at para 87.

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No 1 (Revised) (*viz*, $611,769.50) was due to clerical errors. In gist, the correct figure was said to be that of the latter, *ie*, $611,769.50, save that the Claimant should be further credited $5,600.[62]

(b) The Claimant submitted a set of alternative rates for the Renovation Works provided by Mr Teo Fook Keong ("Mr Teo") of Hong Giap Construction and Trading Co Pte Ltd ("Hong Giap Quotation") for the Adjudicator's consideration if he was minded to make an award to the Defendant on a *quantum meruit* basis. Pursuant to the Hong Giap Quotation, the total price of the Renovation Works would be $411,786.90. The Claimant objected to paying for hacking, carpentry, tiling and masonry, and painting works, and if those items were excluded, the total price of the Renovation Works would be (on the back of the applicable portions of the Hong Giap Quotation) about $157,581.90.[63]

38 The key findings made in the Adjudication Determination were as follows:

(a) The $500,000 stated in the 20 May WhatsApp Message was clearly rooted in the context of obtaining insurance coverage. It would defy logic for Mr Tan to have not accepted Ms Tee's proposal of $300,000 if the stipulated figure was meant to be the price of the Renovation Works. Conversely, it made sense for Mr Tan to request an insurance policy based on a contract value of $500,000, as it would

62 DA-1 at pp 1295–1296, Adjudication Determination at paras 134 and 140.

63 CA-1 at pp 203 and 338–367.

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provide an enhanced level of coverage.[64] The reality was that the parties had not agreed on the contract price.[65]

(b) It was impossible to correlate the contents of the Handwritten Note with the heads of claim set out in the Payment Claim No 1 (Revised). Any such correlation relied heavily on guess work. The descriptions in the Handwritten Note were abbreviated and insufficiently precise to indicate the scope of the work item, and were accompanied by lump sums instead of unit rates, leaving the reader to infer the relevant unit rate. The Handwritten Note was thus not a viable tool for establishing valuations of works executed by the Defendant.[66]

(c) The Defendant did not refer to any market rates, supplier invoices or other reliable sources to justify the rates used in its invoices. The Defendant did not provide any documentary evidence to support its claim for 41 additional drawings and project management fees under Invoice 0847. The whole framework on which the Defendant's payment claim was founded was fundamentally deficient.[67]

(d) Since the completion of the Renovation Works, the Claimant did not raise any objections with the invoices issued. It was only after the Defendant issued its payment claims that the Claimant raised objections in its payment responses. The Claimant's failure to take any meaningful action to make payment to the Defendant was signally unreasonable, and

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64 DA-1 at p 1288, Adjudication Determination at para 97.

65 DA-1 at p 1289, Adjudication Determination at para 100.

66 DA-1 at pp 1308–1309, Adjudication Determination at paras 212–218.

67 DA-1 at pp 1309–1310, Adjudication Determination at paras 219–220 and 222–224.

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there was considerable merit in requiring the Claimant to make payment to the Defendant on a *quantum meruit* basis.[68]

(e) The Adjudication Award of $86,281.40 was computed by adding the Hong Giap Quotation of $157,581.90 with the sum of $28,699.50 in Invoice 0847 which the Claimant did not dispute in its Payment Response No 1 (Revised) and subtracting the $100,000 which the Claimant had already paid the Defendant.[69]

The Claimant's claim

39 The Claimant pleads that the Defendant owed a duty of care to the Claimant and other third-party users of the Premises.[70]

40 In relation to the travertine fluted tiles, the Claimant pleads that the Defendant's installation of the tiles with the use of adhesive was defective, unsatisfactory and/or negligent.[71] By drilling the tiles into the wall with screws, the Defendant had damaged the aesthetic value of the tiles and compromised the safety and structural integrity of the tiles.[72]

41 In relation to the door closers, the Claimant pleads that, had the door closer been installed with reasonable care, skill and diligence, it would not have come loose shortly after the Renovation Works were completed.[73]

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68 DA-1 at pp 1312–1313, Adjudication Determination at paras 235–236 and 240–241.

69 DA-1 at pp 1311 and 1313–1314, Adjudication Determination at paras 225, 242, 245–246 and 248.

70 SOC at para 7.

71 SOC at paras 6 and 9. CA-1 at para 116.

72 SOC at paras 19 and 23. CA-1 at paras 129 and 146.

73 SOC at para 14.2. CA-1 at para 123.

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42 In relation to the rest of the Renovation Works, it would be unnecessary for me to set out in full detail the Claimant's myriad claims. Broadly speaking, the Claimant pleads that the Defendant had also caused other defects, including among others: (a) failing to carry out works in accordance with the design drawings provided by Syrenka; (b) failing to deliver satisfactory carpentry pieces; (c) failing to properly cut various tiles so as to achieve a smooth running edge; and (d) failing to construct a staircase with handrails.[74] The Claimant pleads that the Defendant was negligent in carrying out these other works.[75]

43 The Claimant seeks damages to rectify these defective works.[76] In the alternative, the Claimant seeks a reduction in the price to be paid for the Renovation Works to account for the diminution in value caused by the defects.[77]

The Defendant's counterclaim

44 The Defendant pleads that it has suffered loss and damage arising from the Claimant's failure to make payment for Invoices 0820 (for $611,769.50), 0821 (for $751.01) and 0847 (for $92,888.31). The Defendant gives the Claimant credit for $50,000 paid on 2 June 2022, $50,000 paid on 13 October 2022, $5,600 which the Defendant conceded should be deducted in AA 236, and $86,281.40 which was the Adjudicated Amount. Thus, the Defendant

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74 SOC at paras 19A–19B. CA-1 at para 131.

75 SOC at para 13. CA-1 at para 121.

76 SOC at para 19F.

77 SOC at para 19G. CA-1 at para 138.

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counterclaims for $513,527.42.[78] In the alternative, the Defendant seeks damages calculated on a *quantum meruit* basis.[79]

Issues to be determined

45 In evaluating the Claimant's claim, I will have to determine whether the Renovation Works were truly defective, and if so, whether the Claimant had suffered any loss in that regard. In evaluating the Defendant's counterclaim, I will have to determine the terms of the contract between the parties, in particular the scope and the price of the Renovation Works, as well as the effect (if any) of the Adjudication Determination on these proceedings. I deal with each of these in turn.

Whether the Claimant's claim should succeed

46 To succeed in a claim in negligence, a claimant must prove that: (a) the defendant owed the claimant a duty of care; (b) the defendant's conduct breached its duty of care by falling below the requisite standard of care; (c) the claimant suffered loss; and (d) the defendant's breach of duty was the cause of the loss (*Chen Qiangshi v Hong Fey CDY Construction Pte Ltd* [2014] SGHC 177 at [125]).

47 Generally, a contractor owes a duty of care to those employing its services (*Management Corporation Strata Title Plan No 3556 v Orion-One Development Pte Ltd* [2020] 3 SLR 373 at [147]). The Defendant does not argue otherwise. Therefore, the key question in the present case is whether the Defendant's conduct in carrying out the Renovation Works fell below the

78 D&CC at para (41) and prayer (1).

79 D&CC at prayer (2).

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requisite standard of care, or put simply, whether the Renovation Works were defective.

The Renovation Works

Travertine fluted tiles

48 At the heart of the present dispute lies the dislodgment of the travertine fluted tiles on 6 December 2022. The circumstances of that incident, together with the manner in which rectification was undertaken, are at the very core of this case. They frame both the factual matrix against which the competing claims ought to be assessed, as well as the legal principles that ought to guide this court's decision.

(1) The initial installation and dislodgment of the travertine fluted tiles

49 I will first discuss the matter of how the travertine fluted tiles were initially installed, for that, in many ways, is the origin of the dispute. In saying this, I should stress that although both parties devoted considerable court time to whose fault it was that the tiles initially dislodged, it was in my view, not a central consideration in determining whether the Claimant's claim ought to succeed. This is because broadly speaking, the claim does not seek damages by virtue of the (ostensibly less than satisfactory) modus of the initial affixion, but rather by virtue of what followed – in particular, the circumstances of the rectification – which assume far greater importance in the resolution of the issues before me. Indeed, it would be entirely artificial to consider what remedies the Claimant should be entitled to (if any) from the point of view from when the tiles first fell, when the reality is that the tiles have since been refixed onto the wall, albeit in a manner which is disputed.

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50 In any event, the evidence before me, on balance, suggests that both parties share some blame for the travertine fluted tiles dislodging and falling on 6 December 2022. I deal first with why the Claimant, notwithstanding his position *qua* employer of the Defendant's services, bore some of the blame.

51 First, the Claimant elected, for cost reasons, to purchase the travertine fluted tiles from a non-established source overseas (in this case, China) (see [11] above). While this was, of course, its prerogative, this did mean that, unlike purchasing tiles from reputable manufacturers, no installation guidance, whether by way of a method of statement, a product data sheet, or any other form of instructions, was provided by the supplier. Such guidance would have enabled the Defendant to adapt its affixation methods to the specific characteristics of the tiles and reduce the risk of failure arising from mismatched materials or unsuitable techniques. When Ms Tee checked with Mr Tan if his supplier could shed light given the rather self-evident need to curate the method of installation to the specific composition and attributes of the tiles, Mr Tan was *blasé* and felt that this was unnecessary, telling her, *inter alia*, "Its marble and stone, what MOs u needed" and "Just do normal sticking , ask your busband [*sic*]" (see [12] above). I pause here to note that, as is apparent from the preceding quote, Mr Tan's own first instinct was to have the tiles affixed by "normal sticking". Mr Tan then dismissively asserted that it was Ms Tee's job to "figure out how to install when the stone arrived…" (see [12] above). With respect though, "figur[ing] out" was precisely what Ms Tee was trying to do – getting the guidance of the specific supplier would be the easiest and, one would surmise, by far the most cost-effective and reasonable way of ensuring that the installation of the tiles would be unproblematic, safe and tailored to the specific

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characteristics of the tile.[80] While the YouTube video sent by Mr Tan to Ms Tee (see [14] above) was not explored by counsels at trial, it is clear to me that simply sending a link to a YouTube video to Ms Tee, without ascertaining whether the video was relevant or applicable to the installation of the tiles, was inadequate on Mr Tan's part. In any event, a careful watch of the introduction of the YouTube video would reveal that the installation system discussed in the video is intended for "stone panels from 20mm thick upwards". Since the tiles in the present case were not of such specifications, the video was, even on its face, simply irrelevant for present purposes.

52 For completeness, I note that Mr Tan in cross-examination suggested for the first time that he did in fact ask his supplier for a method of statement and had sent it to Ms Tee. To the extent Mr Tan claims this to be the case, I disbelieve his testimony. Not only was it not mentioned in his Affidavit of Evidence-in-Chief ("AEIC"), but his testimony was also inconsistent, at one time suggesting that he sent the method of statement to Ms Tee *via* a message on WhatsApp, and at another time suggesting that he communicated it to her verbally over the phone.[81] There is, in any event, no evidence before me to corroborate such a belated and self-interested claim.

53 Second, Mr Tan's instructions on the exact specifications of the travertine fluted tiles in the lead-up to their delivery were, at times, completely wrong. The initial estimate of 11mm given by Mr Tan for the base thickness of the tiles proved materially inaccurate; the actual base thickness of the tiles eventually delivered was only 6mm (see [13] and [15] above). This is corroborated by the fact that when Mr Ling was given a physical sample of the

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80 D&CC at paras (21), (26)(2) and (29)(2).

81 Transcript (12 August 2025) at 104:6–25.

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tile during cross-examination and asked to measure the thickness of the tile, he measured the base thickness to be 6mm.[82] According to Ms Tee, the Defendant had originally prepared anchoring hooks based on the specifications initially provided by Mr Tan, but those anchoring hooks could not be used for tiles with a base thickness of 6mm.[83] To be fair, Ms Tee did not adduce any evidence to support her assertion that the Defendant had originally prepared such anchoring hooks, but neither did counsel for the Claimant ("Mr Chung") put to Ms Tee that she was lying on this point,[84] and I have no reason to doubt Ms Tee's evidence in this regard. Given the substantial variance between the numbers initially provided by Mr Tan and the actual numbers on-site, it is also entirely understandable why the Defendant was unable to utilise the anchoring hooks it had originally prepared.

54 The two points above, of course, do not detract from the fact that the standard of care expected of the Defendant, as the contractor who held itself out as capable of installing the travertine fluted tiles, would reasonably include the taking of necessary steps to mitigate the above problems. The evidence suggests that there were straightforward means to verify the safety of the initial installation of the tiles, including the conduct of a simple pull-out test – an exercise that, as I later note, could be done relatively inexpensively (see [70] below). Yet, despite the sparse, and indeed, sometimes, clearly erroneous information from Mr Tan, the Defendant did not avail itself of such a verification measure. A contractor cannot on the one hand profess competence to do the work, but on the other disclaim responsibility when the method of affixation it elected from experience ultimately proves unsafe and incongruent

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82 Transcript (22 August 2025) at 43:1–3.

83 D&CC at paras (6)(5) and (29)(3). DA-1 at paras 58–60.

84 Transcript (20 August 2025) at 22:4–23:24.

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with site conditions. Indeed, in its written submissions, the Defendant conceded that one of the causes of initial dislodgment of the tiles was arguably its poor choice of bonding material and its poor workmanship in the installation process.[85]

55 For the above reasons, I am of the view that both parties share blame for the improper initial affixation that ultimately resulted in the dislodgment of the travertine fluted tiles. Nonetheless, this point is something of a storm in a teacup. As I observed earlier, the focus of this court's inquiry lies largely not in any negligence in the initial affixation, but in the sufficiency of the subsequent rectification works. I thus turn to this latter issue.

(2) The drilling of screws into the travertine fluted tiles

56 Putting aside whether the rectification works for the travertine fluted tiles were aesthetically pleasing, a matter which I will discuss later on, I have little reason to doubt the propriety of the rectification works carried out by the Defendant. In this regard, I find the Claimant's various criticisms regarding the drilling of screws into the tiles to be without merit.

57 Mr Tan contends that the Claimant was never given notice of, and never agreed to, the screwing of the travertine fluted tiles into the walls.[86] In cross-examination, Mr Tan conceded that he was informed about the rectification method but insisted he never accepted it.[87] Putting aside this apparent retreat, I have little hesitation in rejecting the contention for there is evidence of extensive

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85 Defendant's Closing Submissions dated 24 November 2025 ("DCS") at paras 50 and 92.

86 R&D2CC at para 9E. CA-1 at paras 76 and 147.

87 Transcript (12 August 2025) at 114:3–10.

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discussions between Ms Tee, Mr Tan and the Claimant's staff regarding the rectification method of using screws and the necessary touch ups thereafter. In fact, on 6 December 2022 at 10.15pm (*ie*, the evening Ms Tee attended to the Premises after the tiles fell), Ms Tee sent the Proposed Rectification Video to the Defects Chat Group, seemingly to obtain in-principle approval for the proposed rectification method, to which Mr Tan replied stating: "[y]ou better get it certify by your QS". There is also evidence of subsequent discussions between the Defendant, the Claimant and Syrenka on the need to do touch ups with a view to minimising its unsightly nature (see [21]–[22] above). Seen against the backdrop of such evidence, Mr Tan's point appears to be that he never approved the rectification method in unambiguous and specific terms, such as by explicitly stating something along the lines of: "I confirm I approve the use of screws for rectification purposes". But on such points, the court is concerned with substance over form. For the same reason, it is disingenuous for Mr Tan to take issue with how the method of rectification endorsed by Mr Ling was proposed by the Defendant as opposed to Mr Ling,[88] when the WhatsApp correspondence shows that Mr Tan was well aware that the use of screws was proposed by Ms Tee, and he then asked Ms Tee to get the method certified.

58 Mr Tan also contended in trial for the first time that he understood the use of screws to be only a temporary measure as he would never have agreed to such a rectification method as a permanent solution because it was "so ugly".[89] I do not accept this. Such a belief stands in stark contrast with the fact that no express representation that the rectification works were only temporary was

88 CA-1 at paras 74.2 and 158.1.

89 Transcript (12 August 2025) at 114:20–115:16.

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ever made, as Mr Tan eventually conceded in cross-examination,[90] and there was therefore no basis upon which such a belief could reasonably have formed.

59 Mr Tan's attempt to justify his belief that the rectification works were merely temporary on the ground that they were unesthetic does not assist him. If that was a genuine concern, one would have expected him to have raised the need for a more permanent (and more aesthetically pleasing) solution in the lead-up to the official opening of the Club on 31 January 2023. Yet, conspicuously, no such request was made at the time, and instead the Claimant was more concerned with the use of putty to cover up the screws. What is, in my mind, also telling is that, if Mr Tan genuinely believed that the use of screws was nothing more than a temporary fix, then it is surprising how, for many months after December 2022, he never once posed the obvious question to the Defendant: what is the timeline for when the screws would be replaced with a permanent and more-aesthetically pleasing method of installation?

60 I might add that this conclusion is further reinforced by the fact that Mr Tan replied to Ms Tee's Proposed Rectification Video sent on the Defects Chat Group stating: "[y]ou better get it certify by your QS" (see [21] above). Such a demand sits oddly with his characterisation of the rectification works as temporary. I say this because a temporary measure, by nature, would not ordinarily attract the need for certification, which would generally be reserved for works intended to constitute a permanent solution. Even as recently as the Claimant's letter of demand dated 4 July 2023, the Claimant did not demand that the Defendant replace the screws with a permanent solution, but rather demanded reports certifying that the method of installation was safe (see [32] above). Quite clearly, in my view, this notion of a temporary measure was a

[90] Transcript (12 August 2025) at 115:8–11.

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mere after-thought, as there is no evidence of Mr Tan ever expressing this "understanding" (as he so asserts)[91] until these proceedings.

61 In any event, one cannot in the same breath contend that the rectification works involving screws were not approved by the Claimant, and yet at the same time contend that the Claimant only approved its use on a temporary basis. Those two propositions, in my view, are mutually incompatible.

(3) The safety of the rectification works and Mr Ling's certification

62 Mr Tan also contends that he harboured real concerns about the safety and structural integrity of the rectification works. Mr Tan claims in his AEIC that he had, at the time, demanded that the Defendant do the following: (a) seek the Claimant's approval before commencing any rectification works; (b) obtain and implement a method of installation proposed by a PE or qualified person before commencing rectification works; (c) obtain a report from the PE or qualified person giving assurances as to the safety of the rectification works, including the load and stress calculations for their proposed method of installation; (d) obtain a failure analysis test report from Setsco for the cause of the defects; and (e) procure sufficient insurance coverage for the rectification works. Mr Tan claims that the Defendant did not comply with any of these requests.[92]

63 With respect, while there is some evidence of discussions in the Defects Chat Group regarding certification of the rectification works, the Setsco Report and insurance coverage,[93] there is, contrary to Mr Tan's suggestion, no evidence

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91 Transcript (12 August 2025) at 115:13.

92 CA-1 at paras 74, 76 and 158.

93 CA-1 at para 75 and pp 1075–1168.

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in the WhatsApp messages that he had listed all these as demands to the Defendant at the material time. Even in the Claimant's 4 July 2023 letter of demand, the requests made were, contrary to Mr Tan's suggestion,[94] of a different nature (see [32] above). It is thus clear to me that the demands listed by Mr Tan in his AEIC were retrospective assertions. In my view, they should be accorded little to no evidential weight. One can, of course, unilaterally assert after the event that further tests ought to have been conducted. But such self-serving assertions say little about what was in fact reasonably required (or indeed expected) at the time.

64 To be fair, in court, Mr Tan appeared to take a much more restrained stance and focused primarily on his request for certification from a PE.[95] To the extent his point was simply that he wanted sufficient assurance that the rectification works were safe, this was not unfair. On this point, there was simply no basis for me to reject the evidence of Mr Ling, in particular his certification of the safety of the rectification of the travertine fluted tiles and his endorsement of the method of installation used (see [23]–[24] above). From his evidence, it is clear to me that the use of screws was an extremely safe, even if less than aesthetically elegant, method to install the tiles. As Mr Ling testified, screws in this specific context provide significant shear force that would prevent the tiles from falling.[96] According to Mr Ling, each screw on its own was capable of bearing many times the weight of a single tile used here.[97] The method of installation endorsed by Mr Ling involved two screws being drilled

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94 CA-1 at para 73 and pp 1066–1069.

95 Transcript (12 August 2025) at 115:19–20.

96 Transcript (22 August 2025) at 65:28–66:26.

97 Transcript (22 August 2025) at 65:1–2.

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in the top-middle and bottom-middle of each tile.[98] In the present case, the undisputed evidence is that at least two screws were drilled into each tile, and some tiles even had three or four screws.[99] It follows that many tiles had even more fastening points than had been needed under the plans approved by Mr Ling. This would have rendered the tiles so firmly affixed that it would be unfathomable, at least from a technical standpoint, to conclude that the installation was unsafe.

65 In order to discredit Mr Ling's evidence, the Claimant has attempted a root-and-branch attack of his certification and endorsements. I deal with the main points raised by the Claimant and explain why, in my view, they do not go any way to advancing the case against the Defendant. I emphasise that there was a whole swathe of challenges (none of which were meritorious) and I only deal with the more pertinent ones here:

(a) Mr Tan takes the position that Mr Ling's evidence was not credible as what he needed was certification by a "third-party PE", but Mr Ling was not such an individual since Mr Ling was the Defendant's "own PE".[100] This is presumably an allusion to the fact that Mr Ling had issued his certification on the Defendant's letterhead. It was put to Mr Ling in cross-examination that this was done because what Mr Ling had issued was not an independent certification and Mr Ling wanted the Defendant to take responsibility for it as well.[101] That assertion was as speculative as it was baseless. If that was truly Mr Ling's intention, why

98 DA-4 at pp 40–42.

99 CA-4 at pp 166–168.

100 Transcript (12 August 2025) at 115:20–23.

101 Transcript (22 August 2025) at 54:29–55:7.

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would he then defend the very certification in court? It would be wholly incoherent to take especial pains to disown the certification in form, only to stand by it on oath. The argument, with respect, unravels under the weight of its own contradictions. It is obvious that a much simpler explanation belies the certification being issued under the Defendant's letterhead – Ms Tee has attested that she arranged for this,[102] and Mr Ling was in all likelihood agnostic as to what letterhead was used, as the substance of the certification was what was relevant, and not the letterhead it was issued on. For completeness, I note that this argument was also rejected by the Adjudicator in his Adjudication Determination. As he rightly pointed out, it is irrelevant on what letterhead Mr Ling made his certification, as his statutory duties and liabilities as a PE are held by him personally.[103]

(b) The Claimant also takes issue with the fact that there were annotations on the documents that accompany Mr Ling's certification which suggested that amendments were made to the documents after the date of the certification. These include, pertinently, a seeming clarification dated 25 January 2023 that the thickness of the travertine fluted tile on-site was not 17mm but 18mm.[104] In cross-examination, Mr Chung put to Mr Ling that there were "various inconsistencies or errors" that were "inexplicable" as the annotations were not consistently made to all references to the tiles being 17mm thick.[105] I would only point out that, in my view, the inconsistencies in question were minor

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102 DA-1 at para 125.

103 DA-1 at p 1300, Adjudication Determination at para 165.

104 DA-4 at pp 37–39. Transcript (22 August 2025) at 12:18–23.

105 Transcript (22 August 2025) at 15:9–26.

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and did not detract from Mr Ling's certification. As Mr Ling pointed out, and I tend to agree, whether the tiles were 17mm or 18mm thick had "[z]ero significance"[106] to his assessment, even if he accepted it would have been ideal for him to have ensured full consistency in the annotations.[107]

(c) Mr Ling's testimony was that he inspected the Premises on a particular occasion one to three days before he issued his certification (*ie*, sometime between 15 January 2023 to 17 January 2023).[108] In cross-examination, Mr Chung put to Mr Ling that he did not actually carry out any site inspections for the purposes of his certification. Mr Chung postulated that, because the invoice issued by Mr Ling to the Defendant was dated 21 December 2022 and included the phrase "3 NOS" in the item description,[109] that means the Defendant had sent three travertine fluted tiles and the method of statement to Mr Ling on 21 December 2022, and any inspection made by Mr Ling was in relation to those three tiles.[110] I would merely observe that such speculation had little factual basis underlying it; suffice it to say that I saw no reason for Mr Ling to lie on the stand that he did in fact inspect the Premises.

(d) During trial, Mr Chung also took especial pains to express concerns that while the method of installation endorsed by Mr Ling involved two screws being drilled in the top-middle and bottom-middle of each travertine fluted tile, the screws were affixed on-site in a random

106 Transcript (22 August 2025) at 21:14–17 and 63:14–24.

107 Transcript (22 August 2025) at 15:9–12.

108 Transcript (22 August 2025) at 9:29–10:26.

109 DA-4 at p 50.

110 Transcript (22 August 2025) at 57:27–59:16.

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manner and some tiles had not two screws but three to four screws.[111] However, the fact that the screws were not affixed exactly in the manner set out in the drawings was in fact noted in those very drawings, which included an express disclaimer that "screw installation varies on actual site condition".[112] On the issue of some tiles having more than two screws, as I explained at [64] above, it should be rather obvious that the use of *more screws* would, generally make the installation *more secure, not less*. As to the supposedly random manner in which the screws were drilled, Ms Tee explained that the screws could not be drilled into the tiles uniformly due to the wave-like nature of the tiles and the varying surface materials behind the tiles (including calcium silicate, concrete walls and metal cladding).[113] Although there was no corroborative evidence for this explanation, I did not find it unbelievable, and more importantly, the Claimant did not adduce any evidence to disprove it.

66 All in all, the attack on Mr Ling's evidence was unpersuasive and did little to detract from its general credibility. I make two further points in this regard.

67 First, Mr Chung, in his cross-examination, embedded in his questions a variety of suppositions about how Mr Ling ought to have assessed the rectification works, including suggesting: (a) that Mr Ling's omission to mention in his certification that the Defendant was still carrying touch up works on the tiles at the time rendered the certification unreliable;[114] (b) that Mr Ling's

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111 Transcript (22 August 2025) at 43:1–45:3.

112 DA-4 at pp 40–42.

113 DA-1 at para 87.

114 Transcript (22 August 2025) at 54:16–25.

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omission to discuss in the certification the cause for the initial dislodgment of the tiles rendered the certification of the subsequent method of installation unreliable;[115] (c) that Mr Ling did not do "mathematical calibrations" before issuing his certification,[116] (d) that Mr Ling's omission to discuss in the certification the calcium silicate backing of the wall behind the tiles rendered the certification unreliable;[117] and (e) that Mr Ling failed to consider, from a safety perspective, whether the tiles would crack due to the drilling of the screws.[118]

68 With respect, Mr Chung's views were not, despite how they were couched, evidence, and no PE was called by the Claimant to contradict anything that Mr Ling said. It would be quite untenable for the court to prefer counsel's assertions on technical matters over the evidence of a qualified professional. In the course of cross-examination, Mr Chung appeared to operate on the footing that, by framing questions in a way that seemingly authoritatively asserted how these technical matters work, he might thereby erode the credibility of Mr Ling. However, Mr Ling quite pointedly observed, at one point, that one should be cautious of relying on laymen intuitions in determining issues such as structural safety, and as a PE, his role was not to conform to such lay perceptions but to apply objective technical parameters of tolerance and safety when judging such matters.[119] I agree. At its core, the court's conclusion on such technical matters must ultimately remain anchored in assessing the most probative evidence. It is for this reason that the court should generally accept unopposed expert evidence

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115 Transcript (22 August 2025) at 53:19–31.

116 Transcript (22 August 2025) at 48:24–49:2.

117 Transcript (22 August 2025) at 51:13–52:13.

118 Transcript (22 August 2025) at 52:14–53:8.

119 Transcript (22 August 2025) at 64:9–19.

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unless it is obviously lacking in defensibility (*Saeng-Un Udom v Public Prosecutor* [2001] 2 SLR(R) 1 at [25]–[26]); whilst I am cognisant that Mr Ling was technically called by the Defendant as a factual rather than expert witness, the same principles ought to apply in so far as the evidence led from him was in relation to his professional expertise. I might add that the court should be especially wary of substituting the views of a professional with counsel's suppositions couched as technical insight, however confidently counsel articulated such beliefs as being conventional wisdom in questioning.

69 Second, the evidence suggests that Mr Tan did not in fact harbour any of the safety concerns he claims to have had at the material time. After the travertine fluted tiles were drilled into the walls with screws by 8 December 2022, the Claimant did not take any substantive actions until its 4 July 2023 letter of demand, where it eventually alleged that the rectification works were still defective, even when the Club had officially opened on 31 January 2023 and had continued operating since.[120] If the Claimant was genuinely troubled about the safety of the rectification works, Mr Tan would have raised the alarm much earlier or pressured the Defendant to provide a solution. Mr Tan's explanation in trial, that he was waiting for the Defendant to come back to him about further rectifications, was unbelievable.[121] Why would a club owner, genuinely concerned about the safety of his "high net worth client[s]"[122] (as he contends the Club services) take such a passive approach? Indeed, Mr Tan himself conceded in trial that, since the completion of the rectification works for the tiles by 8 December 2022, there have been no further incidents of the

120 D&CC at para (8)(9). DA-1 at para 140.

121 Transcript (12 August 2025) at 127:29–128:6.

122 Transcript (12 August 2025) at 128:13–15.

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tiles falling,[123] which suggests to me that the safety concerns were more speculative than genuine.

70 Neither did Mr Tan make any effort to undertake the most straightforward means of allaying his concerns, *ie*, carrying out a safety test. As I discuss in detail at [79] below, the experts called by both parties agreed in trial that a pull-out test, which would cost anywhere between $500 and $2,000,[124] would have clearly established whether the tiling as presently affixed posed any safety risks,[125] even if the experts were not entirely agreed on whether such a test was absolutely necessary in the present case.[126] Such a test would have served the practical purpose of verifying the safety of the Premises, but more pertinently, for present purposes, the evidential goal of substantiating the safety concerns expressed in the Claimant's claim. The decision not to pursue such a modest, inexpensive and decisive step sits uneasily with the suggestion that Mr Tan genuinely believed that the tiles as presently affixed posed any safety risks. If he truly believed that they posed a clear and present danger, it beggars belief that he would not have reassured himself of the safety of such tiles and, in the process, obtained conclusive evidence of the danger allegedly posed by them. As an aside, I note that Ms Tee attests that the Defendant did stress-test each tile with the assistance of the Claimant's air-conditioning sub-contractors after the rectification works were completed,[127] and there are a handful of WhatsApp messages by Ms Tee in the Defects Chat Group suggesting that she

123 Transcript (12 August 2025) at 128:16–129:16.

124 Transcript (29 August 2025) at 63:8–14.

125 Transcript (29 August 2025) at 34:14–28 and 60:7–63:7.

126 Transcript (29 August 2025) at 30:25–31:9.

127 D&CC at para (8)(6). DA-1 at para 85.

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did conduct some form of a pull-out test.[128] Having said that, as Ms Tee's assertion and such a one-off reference in the evidence was not explored by either party at trial, I was not inclined to give it any weight.

71 There is perhaps one further point that would be useful to make about how Mr Ling's involvement potentially impacts the liability of the Defendant for any alleged defects. At least to the extent that the issue before me pertains to safety, a defendant is generally allowed to rely on a third-party to discharge his due diligence obligations or otherwise insulate himself from negligence liability (*Tradewaves Ltd v Standard Chartered Bank* [2017] SGHC 93 ("*Tradewaves*") at [251]). The fact that the third-party's input could have been, on hindsight, inaccurate or incorrect does not prejudice or impugn a defendant's reliance on it in so far as the defendant had no reason to doubt the third-party's competence and good faith (see, in a somewhat distinct context, the Supreme Court of Canada's decision in *Fullowka v Pinkerton's of Canada Ltd* [2010] 1 SCR 132 ("*Fullowka*") at [89]). In the present case, there is no evidence to suggest that the Defendant failed to assess the identity, capacity and credibility of Mr Ling as a PE, and failed to satisfy itself as to Mr Ling's experience and competence (*Tradewaves* at [251]), or that the Defendant relied on Mr Ling's certification in bad faith (*Fullowka* at [89]). In that sense, even if Mr Ling was negligent or otherwise shoddy in how he had certified the rectification of the travertine fluted tiles, and that it remained unsafe in spite of his certification, the Defendant could still be said to have fulfilled its standard of care in relying on Mr Ling's certification. To be clear, this is not to suggest that Mr Ling was in any way negligent, but only to make the point that even if he were, relying on Mr Ling to certify the safety of the tiles post-rectification

[128] CA-1 at p 1090. CA-4 at p 158.

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on these set of facts would have potentially been an effective defence by the Defendant to insulate itself from liability in relation to any enduring safety issues.

(4) The expert evidence

72 In coming to my conclusion on the safety of the rectification works on the travertine fluted tiles, I place some weight on the expert evidence adduced by both parties. In the course of these proceedings, the Claimant called one Mr Chin Cheong ("Mr Chin"), a director of Building Appraisal Pte Ltd and an appraisal consultant, as its expert witness,[129] while the Defendant called one Mr George Willi Wall ("Mr Wall"), a director of Asgard Services Pte Ltd and a building construction expert, as its expert witness.[130] Both expert witnesses prepared their respective expert reports.

73 There was no dispute that both Mr Chin and Mr Wall are properly qualified to be experts, and that they have considerable expertise in these areas and in giving expert evidence.[131] Nonetheless, on the matter of the rectification works involving the travertine fluted tiles, their evidence differed in material respects. I will deal with their evidence on the rest of the alleged defects in the Renovation Works later.

74 In gist, Mr Chin's expert evidence on the travertine fluted tiles was that: (a) some of the tiles were not aligned; (b) the screws were haphazardly drilled; and (c) the putty used to conceal the screws had turned yellow-ish and was very

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129 Affidavit of Evidence-in-Chief of Chin Cheong dated 16 May 2025 ("CA-8") at para 1.

130 Affidavit of Evidence-in-Chief of George Willi Wall dated 16 May 2025 ("DA-7") at paras 1–2.

131 Transcript (29 August 2025) at 5:20–6:3 and 13:10–25.

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unsightly. Mr Chin's view was that the screws used were not a suitable replacement for a proper anchorage system as they may be inadequate to support the weight of the tiles and the height at which they were installed. As Mr Ling's certification was subject to a caveat that the site should be reinspected in three-years' time, the long-term durability of the screws was in question. Mr Chin said it was "extremely crucial" that all the tiles be reinstalled using a "proper anchorage system".[132] Conversely, Mr Wall's expert evidence was that the Defendant had adopted a rectification method using screws which had been certified by a PE, and the matter was now closed.[133]

75 The law on how the court should weigh such conflicting expert evidence is well-established. As noted by V K Rajah JA in *Sakthivel Punithavanthi v Public Prosecutor* [2007] 2 SLR(R) 983 at [75]–[76], it is "the consistency and logic of the preferred evidence that is paramount". Ultimately, "[c]ontent credibility, evidence of partiality, coherence and a need to analyse the evidence in the context of established facts" are vital considerations in assessing such evidence. In my view, at least in relation to the travertine fluted tiles, I would prefer the expert evidence of Mr Wall to that of Mr Chin.

76 To commence analysis, the proposition that the weight of the travertine fluted tiles was an important consideration in determining the manner of affixation was a matter of plain logic and a point consistently affirmed by both experts (and Mr Ling) in their testimony.[134] On this front, it is clear to me that

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132 CA-8 at pp 24–25 and 33–36.

133 DA-7 at pp 29 and 53–54.

134 Transcript (22 August 2025) at 47:30–48:1. Transcript (29 August 2025) at 38:23–39:7, 44:26–45:6 and 73:28–29.

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the tiles, weighing about 5kg each,[135] were not especially weighty, relatively speaking, and this was in part because travertine was not a particularly heavy material to begin with. Even Mr Chin conceded in trial that "travertine is not heavy" and is lighter than marble although heavier than other types of tiles, and that he would define (on a "rough and ready" basis) a heavy tile as one above 7kg.[136] I have already noted Mr Ling's observations on this front earlier that this meant that the use of screws, even if not drilled in a uniform manner, would be self-evidently more than sufficient to secure the tiles (see [64] above). Mr Wall's testimony reinforces this, having noted in trial that "these tiles … are not very heavy".[137] Accordingly, as Mr Ling noted (see [65(d)] above), the discussion about whether the screws were placed exactly in the manner set out in the drawings he endorsed was beside the point, given the relatively small load each screw effectively had to bear.[138]

77 I note Mr Chin himself, in his report, took the position that a proper anchorage system was necessary in this specific context in large part because he "estimated [each tile] to weigh approximately 30kg (calculated using typical marble tiles density)".[139] Simply put, weight was a key consideration in his mind for why a mechanical anchorage system was necessary. However, as can be seen above, that assessment was based on an erroneous underlying factual assumption of the tiles weighing 30kg each, as each tile was about a sixth of the weight he had suggested. When I first sought his clarification on this apparently

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135 Transcript (22 August 2025) at 64:16, 65:2 and 67:18. Transcript (29 August 2025) at 43:22–23, 45:2–3.

136 Transcript (29 August 2025) at 39:1–7 and 44:17–22.

137 Transcript (29 August 2025) at 28:18–19.

138 Transcript (29 August 2025) at 28:5–27.

139 CA- 8 at p 34.

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flawed assumption at trial, Mr Chin initially suggested that the reference to the tiles being 30kg (and being of a material akin to marble) was an allusion to tiles used for a different part of the Renovation Works, and he was not in fact talking about the travertine fluted tiles.[140] With respect, that made little sense as the reference in the report was under a section titled "Commentary on the Defects on the Debonded Fluted Marble Stone Claddings", and the surrounding paragraphs make it clear that the reference was in relation to the travertine fluted tiles that had dislodged.[141] This was later clarified in cross-examination where counsel for the Defendant ("Mr De Cruz") highlighted that there were no travertine fluted tiles weighing 30kg, and Mr Chin conceded that his report should not have mentioned 30kg to begin with.[142] Strangely enough, even before I highlighted this discrepancy in Mr Chin's report, Mr Chin had himself observed in trial that the travertine fluted tiles weighed around 5kg each.[143]

78 In any event, it seems to me that, having proceeded on an erroneous assumption as to the weight of the tiles, Mr Chin nonetheless sought to maintain that the same conclusion should follow even after the assumption was fundamentally revised. When the underlying assumption departs so markedly from reality, and the expert resists engaging with the implications of such a departure, it becomes difficult to accord much legitimacy to a conclusion said to remain unchanged.

79 The somewhat untenable position that Mr Chin took was also reflected in how he sought to advance the use of standards and safeguards that, in

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140 Transcript (29 August 2025) at 50:10–51:3.

141 CA-8 at pp 33–36.

142 Transcript (29 August 2025) at 72:16–26.

143 Transcript (29 August 2025) at 43:22–23.

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practical terms, were not feasible to meet, and which while commendable in theory, overlooked the financial constraints inherent in renovation works. In the present context, no one disagrees that a mechanical anchorage system would be safe, the question is whether the alternative used (*ie*, screws) was safe on these facts. It therefore cannot be that the Claimant's case is made out just by showing that the most expensive option is a safe one. Yet, this, at times, was the distinct feel of Mr Chin's evidence, a demand that the most exacting standards of safety and aesthetics be met at all levels in the Renovation Works. For instance, even though Mr Chin made no mention of a pull-out test in his report, in his oral testimony, he emphasised that such a test should have been conducted to determine the strength and safety of the affixation.[144] However, Mr Chin agreed with me that, if I took his evidence at face value, it would mean that a pull-out test should be done when tiles are involved "in almost any given setting".[145] This appeared to be an unrealistic standard – indeed, as Mr Wall noted, by that rather extreme logic, it would follow that every single bathroom and facility with tiles would have to undergo such a test, and Mr Wall's view was that such a test was neither always necessary nor common practice.[146] While Mr Chin insisted that such a test should still be done,[147] in my view, the need for some sensibilities in these matters suggests that the need to test tiles in every single room is self-evidently overly cautious and unrealistic through the lenses of costs practicality.

80 Mr Chin had also contended in his report that there were certain good practices which, in his view, called for a mechanical anchorage system to be used. However, upon closer scrutiny, it is clear that these were tortured

144 Transcript (29 August 2025) at 30:18–24.

145 Transcript (29 August 2025) at 34:3–8.

146 Transcript (29 August 2025) at 34:9–35:11.

147 Transcript (29 August 2025) at 35:14–24.

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analogies with limited or no relevance to the present context. For instance, Mr Chin quoted the "Building Control Act (Chapter 29) Rg 5 Clause 40.-(1)" for the following proposition:[148]

> "All panels used for claddings and their system of fixing shall be designed to take into account wind load, deflection, relative movements of the panels and the building frame as well as a [*sic*] long-term durability and integrity of the panels and the fixing system."

81 It is unclear to me what legislative provision Mr Chin was referring to because no such provision presently exists to my knowledge. In any event, the quotation above clearly does not prescribe that a mechanical anchorage system of fixing must be used. Mr Chin also explained that the above provision is a "mandatory item in term [*sic*] of Building Regulations for claddings installed on the external wall",[149] but it is quite clear that the travertine fluted tiles were installed in the interior of the Premises, and so the relevance of this provision is further in doubt. As noted by Mr Wall during trial, the standards for external claddings are obviously different because they are subject to harsher conditions than internal claddings.[150]

82 Mr Chin also quoted s 2.7 of the Building and Construction Authority ("BCA")'s Construction Quality Assessment System ("CONQUAS") Good Industry Practices guide for Natural Stone Finishes ("Natural Stone Finishes Guide") as follows:[151]

> "All marble and granite claddings of significant size and weight must be anchored mechanically, in addition to adhesives. For stone pieces of up to 1.0m² in facial area, a minimum of four (4)

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148 CA-8 at p 33.

149 CA-8 at p 33.

150 Transcript (29 August 2025) at 53:10–15.

151 CA-8 at p 34.

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> stainless steel mechanical anchors shall be used. For every additional 0.75m² on the same piece, two (2) more anchors shall be added."

83 Having perused the available Natural Stone Finishes Guide on BCA's website (as hyperlinked in Mr Chin's report), s 2.7 actually states:

> When anchoring stones with mechanical anchors, the types of anchorage system are dependent on the following factors:
>
> - shape, weight and dimensions of the stone
> - height and location to be anchored
> - substrate conditions including that of the structure to which the stone is anchored and on the design and material out of which the anchors are manufactured to any case, corrosions due to oxidisation or bimetallic reaction shall be taken into consideration for all anchors dowels, pins and supporting angles
>
> As a guide, at least 4 anchors shall be used to install a stone piece of up to 1m² of facial area, and 2 more shall be added for every additional 0.75m² on the same piece. For more specific details and designs, refer to BS 8298 Code of Practice for design and installation of natural stone cladding and lining.

84 It is once again clear that s 2.7 does not prescribe that a mechanical anchorage system must be used, it merely sets out relevant considerations and a general guide *after* it has been determined that an anchorage system will be used. Even if I referred to s 2.7 as quoted by Mr Chin, the references to claddings of "significant size and weight" does not even appear to describe the travertine fluted tiles in the present case.

85 Mr Chin also referred to BCA's CONQUAS 2022,[152] a quality assessment system for new building projects, and while he did not indicate what portion of the document he was referring to, it seems to me that he was referring to Appendix 1 which deals with quality standards for "internal finishes works".

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152 CA-8 at p 34.

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In this regard, Mr Chin appeared to be alluding to how the standard set for cladding on internal walls is "proper anchorage for panels". Mr Chin himself admitted that the CONQUAS is primarily meant to assess the quality standards in *new* buildings, which is not the case here. In any event, Appendix 1 of CONQUAS clearly does not prescribe that a *mechanical* anchorage system should be used in every scenario, let alone in one like the present case, it merely sets a standard that the anchorage system must be *proper*.

86 In my view, the need to reach for such inapposite guidelines and to draw strained parallels serves to detract from, rather than support, Mr Chin's thesis. It demonstrates that the matter of rectification works is, in truth, governed by discretion and judgment rather than by prescriptive rule. In the absence of any fixed standards directly applicable, the real question reduces to one of good practical sense, and what, on the evidence, made reasonable sense on-site.

87 In his oral testimony, Mr Chin also took especial pains to make the point that consideration had to be given to the possibility that the travertine tiles might fracture from the drilling.[153] These, however, appeared to me to be largely theoretical concerns, once more untethered to the practical realities on-site. While it is true that, in theory, a tile might crack from drilling, Mr Chin also accepted in cross-examination that such a hypothesis had not materialised in the present instance, having observed no such breakage when he inspected the premises over two years after the screws were drilled into the tiles.[154] As Mr Wall noted in trial, if the tiles were at risk of cracking because of the drilling, this would likely happen immediately as it was not the case that the tiles were subject to cyclic loading, and thus any such cracking would have been readily

153 Transcript (29 August 2025) at 25:3–30.

154 CA-8 at p 24. Transcript (29 August 2025) at 70:11–15.

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apparent, and yet none of the experts who inspected the site saw any evidence of cracking.[155] For completeness, I note that Mr Ling's evidence on the stand was also that the tiles would not crack because it was made of a composite material.[156] I therefore attach little weight to Mr Chin's apparent apprehension, particularly as the point was conspicuously absent from his report, suggesting that it was not, and was never, viewed as a central or material concern.

88 I would add, for completeness, that the factual evidence in this case regarding the travertine fluted tiles aligned more closely with the testimony of Mr Wall than it did with that of Mr Chin. As I have already explained earlier (see [69] and [87] above), there has been no evidence whatsoever of any further defects, whether in the form of dislodgment or cracking, in any of the tiles over the past few years of the Club's operations. Taken together with my analysis above, these factors corroborate Mr Wall's assessment and undermine any suggestion that the use of screws to affix the tiles to the wall was in any way deficient from a safety perspective.

89 On balance, therefore, I was of the view that the better evidence was that of Mr Wall's on this specific point. Again, at the risk of reiteration, I should make clear that I accept that a mechanical anchorage system could potentially have been a preferable option. Nonetheless, that is not the question before me. The question for my determination is whether the drilling of the travertine fluted tiles into the walls with screws was safe or otherwise. On this point, I accept the evidence of Mr Wall and Mr Ling, both of whom were clear and consistent in their evidence that the use of screws was safe based on the facts of the present case.

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155 Transcript (29 August 2025) at 29:16–30:7.

156 Transcript (22 August 2025) at 41:24–26, 64:4–5 and 69:9–15.

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90 None of these change the fact that the use of putty to conceal the screws did not appear to be as professional as one might have expected. It is clear from the photographs provided by the parties that there was a slight discoloration surrounding the screws.[157] Both experts accepted that the screws were visible even though they differed as to how obvious they were at first blush, with Mr Wall taking the view that one had to "look quite hard to…identify" the screws,[158] and Mr Chin taking the position that the difference in colour was "quite pronounced."[159] In my view, the reality is somewhere in between these two extremes – the existence of, and discolouration around, the screws was noticeable to some extent, and could reasonably be said to detract from the aesthetics at a broad level. Mr Chin suggested that, to the extent the aesthetics of the tiles was concerned, one should ideally use a sealer made of resin which incorporates powdered material of similar quality to the tile, in order to ensure a substantive match in colour.[160] Mr Wall agreed this was a reasonable method to adopt.[161] Both experts were also broadly *ad idem* on the fact that such a form of rectification would, in their estimation, likely cost anywhere between $10,000 to $30,000, with Mr Chin anchoring himself at the higher end of this spectrum, and Mr Wall anchoring himself at the lower end.[162] Both ends of the spectrum appeared to be broadly reasonable. I will return to this point later.

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157 CA-1 at pp 1344, 1347 and 1351.

158 Transcript (29 August 2025) at 28:22–24.

159 Transcript (29 August 2025) at 25:30–26:2.

160 Transcript (29 August 2025) at 26:5–23.

161 Transcript (29 August 2025) at 32:1–16.

162 Transcript (22 September 2025) at 79:3–80:9.

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(5) Conclusion on the travertine fluted tiles

91 In sum, I find that the rectification works carried out by the Defendant on the travertine fluted tiles were adequately safe, even if the works were not as pleasing to the eye as one might have hoped. In my view, the rectification works cannot meaningfully be described as defective, and the Defendant cannot be said to have conducted itself below its standard of care.

Door closers

92 As far as the door closers are concerned, the evidence before me is unfortunately sparse. On the one hand, Mr Tan and Mr Lai assert that all the Defendant did was physically examine the door closers.[163] On the other hand, Ms Tee asserts that the Defendant had arranged for additional reinforcement for the door closers at the Claimant's request.[164] It is undisputed that one door closer did come loose on 17 December 2022 and injured one of the Claimant's employees (see [26] above), but it is also undisputed that the one door closer has been reinstalled and there have been no repeat incidents since then.

93 On balance, I find that there is insufficient evidence to show that all the door closers installed by the Defendant are presently defective. In any event, I note that, much like the other alleged defects which I address below, the issue of the door closers is a lot more minor than the issue of the travertine fluted tiles, and it seems clear that the damages that could conceivably flow from them would have been relatively minimal. Indeed, I note that the Claimant did not (unlike in the case of the travertine fluted tiles) even plead any specific losses

163 CA-1 at para 77. CA-4 at para 27. Claimant's Closing Submissions dated 24 November 2025 ("CCS") at para 38.

164 D&CC at para (14)(2). DA-1 at para 95.

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in relation to the door closers, and in the parties' Scott Schedule, the sum claimed by the Claimant in relation to the door closers was a rather modest $747.[165]

Other alleged defects

94 I next turn to the other alleged defects. These are, by any measure, of a far smaller magnitude than the issues pertaining to the travertine fluted tiles, and, in truth, occupy only a relatively small place in the overall question of liability. The damages that could conceivably flow from them are, relatively speaking, not significant, and therefore I will only briefly touch on them.

95 In the present case, a large proportion of the alleged defects – most of which were visible to the naked eye – were not raised until 6 February 2025 when the Claimant amended its Statement of Claim for the first time, some two years after the conclusion of the Renovation Works.[166] In the Claimant's 4 July 2023 letter of demand, written submissions for AA 236[167] and original Statement of Claim in these proceedings, the Claimant was only concerned with the travertine fluted tiles and the door closers. For context, the evidence of both parties' experts was that, in the construction industry, the typical norm for defects liability periods for renovation works similar to that in the present case would be one year.[168] While there was no written contract in the present case, and therefore no express defects liability clause stipulating a defects liability period, the belated "discovery" of such matters necessarily requires careful scrutiny. Mr Chin himself noted in trial that, generally, when such visible

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165 Scott Schedule dated 1 August 2025 ("Scott Schedule") at p 2.

166 DA-1 at paras 149–150.

167 CA-1 at pp 188–204.

168 Transcript (29 August 2025) at 21:20–22:4.

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defects are reported belatedly, "perhaps there's an element, either fair wear and tear, et cetera, et cetera, or other causes".[169] On one view, it may be said to reflect no more than a sudden and genuine awareness of defects which, for whatever reason, had earlier escaped notice. Yet, on another view, it carries the appearance of an attempt to cast the works in an unduly adverse light, by portraying them in terms more severe than the reality would warrant.

96 In my view, many of the belated complaints fell within the latter category. In some instances, the issue had nothing to do with the Defendant at all, and it was clear that this was a case of buttressing a claim with any fault imaginable to the point of absurdity. The classic example in this regard was the Claimant's attempt to blame the Defendant for the absence of handrails on the staircase.[170] Mr Chin further added that BCA regulations mandate that staircases must have handrails.[171] However, the Defendant explained that it was never asked to construct such handrails as it was not part of Syrenka's design drawings.[172] When this was highlighted to both experts at trial, they both accepted that the responsibility for ensuring compliance with BCA regulations for staircases was not even with the Defendant to begin with.[173] Another example was Mr Chin's claim that there were water stains on the tiles at the level one wash area, indicative of water seepage from the ceiling.[174] However, both Mr Chin and Mr Wall admitted that they saw no such seepage when they

169 Transcript (22 September 2025) at 141:9–11.

170 SOC at para 19B.8.

171 CA-8 at p 29.

172 D&CC at para (19B.8b). DA-1 at para 165.

173 Transcript (22 September 2025) at 120:16–121:21.

174 CA-8 at p 28.

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inspected the site.[175] Further, during Mr Wall's site inspection, he was able to wipe the stains away, and he suggested that this was not a defect but merely called for more thorough cleaning, to which Mr Chin's response was simply "[p]robably".[176]

97 None of that changes the fact that I accept that some aspects of the alleged defects were indeed imperfections in the Defendant's works. I list a few examples to illustrate the point. There was the seemingly unprofessionally done sealer around the flush valve in the handicap toilet which both experts accepted was not undertaken very well.[177] There was a small gap in the frame of the vision panel in the kitchen which both experts accepted should have been sealed. There was also the issue of the kitchen swing door which did not automatically self-centre, thereby leaving a gap from which smells and noises from the kitchen would leak into the rest of the Club. Mr Wall suggested that this was somewhat inevitable because of the flow of air from extractor fans in the kitchen, whereas Mr Chin was of the view that this could be remedied through the adjustment of the door hinges. I accept Mr Chin's suggestion to be a reasonable method to improve, if not fully rectify, the state of the swing door, even if Mr Wall expressed some concern that tightening the hinges would make the door more difficult to use.[178] There was also the fact that one of the toilet bowls was not centred in the cubicle. Mr Wall suggested that the toilet bowl in the design drawings was also not centred, but when compared with a picture of the actual installation, it is clear to me that the toilet bowl was far more off-centred in reality than in the design drawing. Mr Wall also suggested that the toilet bowl

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175 DA-7 at p 41. Transcript (22 September 2025) at 102:23–24.

176 DA-7 at pp 41–42. Transcript (22 September 2025) at 103:3.

177 CA-8 at p 28. Transcript (22 September 2025) at 108:23–109:17.

178 CA-8 at p 29. DA-7 at p 33. Transcript (22 September 2025) at 110:31–117:18.

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had to be shifted off-centre to make room for a bidet spray which the Claimant had requested. The Claimant accepts that it had requested for a bidet spray but claims that it is commonplace for toilet bowls to be centred notwithstanding the accompaniment of a bidet spray. In cross-examination, Mr Wall conceded that there was "no specific reason" why the toilet bowl inherently had to be off-centred just to make room for the bidet spray.[179]

98 Nonetheless, even then, these were so trifling (at times, what was suggested was the adjustment of a hinge, at other times, it was putting putty into a gap)[180] that the obvious inference was that they were not even matters that the Claimant cared about until they were deemed convenient to label as defects as a strategic gambit for this claim. Furthermore, save, of course, the matter of the travertine fluted tiles, the other defects that the Defendant could be said to be responsible for were so minor that one could only surmise that any damages would be minimal in nature. Purely by way of reference, the Claimant's own valuation of the costs to rectify *all* these other alleged defects, as set out in the parties' Scott Schedule, is $13,550.[181] I will come back to this in due course.

99 Separately, I did not need, in my view, to make specific findings about the various allegations made against the Defendant and, in particular, against Ms Tee by the other witnesses of the Claimant. For instance, Ms Podbielski attests that her design layouts had to be redone due to mismeasurements made by the Defendant, and that other contractors had difficulties working with Ms Tee.[182] In a similar vein, Mr Goh Jing Jie of Apexlink Pte Ltd, the contractor

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179 CA-8 at p 31. DA-7 at pp 34–35. Transcript (22 September 2025) at 124:19–128:26.

180 CA-8 at p 29. Transcript (22 September 2025) at 113:29–114:20.

181 Scott Schedule at p 4.

182 CA-2 at paras 4–7.

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in charge of the Renovation Works at the bar and kitchen of the Premises, attests that he did not have a pleasant experience working with Ms Tee because Ms Tee was late and inaccurate in the measurements she provided.[183] While I accept that Ms Podbielksi and other contractors might have felt inconvenienced whilst working with the Defendant, these points, in truth, are largely tangential to the question of liability in this case, which is primarily in relation to the state of the Renovation Works and whether they are defective.

The Claimant's alleged losses

100 Save for the minor defects which I accept the Defendant was responsible for, I have found that the Renovation Works, including the rectification works for the travertine fluted tiles, were safe and not defective, and the Defendant did not fail to meet its standard of care. Consequently, it is unnecessary, for the most part, to address the issue of damages. Nonetheless, I make some observations on this matter as it puts the Claimant's case into perspective.

101 The Claimant submits that its losses amount to at least $568,000 comprising the following:[184]

(a) $80,000 for the cost of new travertine fluted tiles;

(b) $120,000 for the removal of the existing travertine fluted tiles and the installation of the new or salvageable travertine fluted tiles with mechanical fixing based on a design approved by a PE;

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183 Affidavit of Evidence-in-Chief of Goh Jing Jie dated 28 May 2025 at paras 3-17.

184 SOC at paras 36–37. CA-1 at para 6. Transcript (12 August 2025) at 6:4–32. CCS at paras 3–5.

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(c) $160,000 for wasted manpower costs and expenses incurred in the proposed two-month closure;

(d) $108,000 for wasted rental expenses during the proposed two-month closure;

(e) $100,000 for the estimated loss of revenue from food and beverage sales and income from hosting events during the proposed two-month closure;

(f) damages to be assessed for the Claimant's loss of reputation and goodwill; and

(g) other damages to be assessed at trial.

102 There is a further component to the Claimant's pleaded losses, *viz*, the losses following the termination of an agreement with a luxury watch trader, The Private Circle Pte Ltd ("TPC"), due to safety concerns arising from the alleged defects. In its original Statement of Claim filed on 1 October 2023, the Claimant quantified this loss as "$100,000 being the estimated loss of revenue derived from the Claimants' transactions involving luxury watch trading (i.e. S$50,000.00 x 2 months)".[185] However, in its second amendment to the Statement of Claim dated 24 March 2025, this was amended to "losses and damage to be assessed".[186] In Mr Tan's AEIC dated 6 June 2025, the losses were then quantified as $1,008,319, based on the affidavit evidence of one Mr Terence Ho Teck Heng ("Mr Ho"), who was a director of TPC at the

185 Statement of Claim dated 1 October 2023 at para 36.7.

186 SOC at para 36.7

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material time.[187] During trial, Mr Tan and Mr Ho revised this sum to around $800,000,[188] which was then crystallised in the Claimant's written submissions as $862,243.49.[189]

103 In his AEIC, Mr Tan supplemented his pleaded losses with the following:

(a) $21,587.50 for additional expenses as a result of multiple revisions to the drawings and additional site visits carried out by Syrenka caused by the Defendant's alleged miscalculations of the floor area and dimensions, based on the affidavit evidence of Ms Podbielski.[190]

(b) $10,988 for additional costs incurred by the Claimant to rectify the allegedly defective Renovation Works carried out by the Defendant, based on invoices from Yeo Ho Chuang Furniture Enterprise Pte Ltd ("Yeo Ho Chuang").[191]

(c) $10,000 for the loss of the Claimant's goodwill and reputation.[192]

Consequently, the total losses claimed by the Claimant has now ballooned to $1,472,818.99.[193]

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187 CA-1 at para 6.6. Affidavit of Evidence-in-Chief of Terence Ho Teck Heng dated 26 May 2025 ("CA-3") at para 3. Transcript (13 August 2025) at 88:17–18.

188 Transcript (12 August 2025) at 6:8–32. Transcript (13 August 2025) at 68:28–69:7.

189 CCS at para 4.6.

190 CA-1 at para 6.7.

191 CA-1 at para 6.8.

192 CA-1 at paras 6.9, 163 and p 1151.

193 CA-1 at para 7. CCS at paras 3 and 5.

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104 The sums in relation to the Claimant's proposed rectification of the travertine fluted tiles stem from quotations provided by Mr Yeo Lai Choon ("Mr Yeo") from Quan Keong Renovation & Trading and Mr Chin.[194] For completeness, I note that the Claimant did not rely on the alternative quotation provided by Mr Teo which was in the range of $192,000 to $217,000.[195] I would add that the Claimant's suggestion that new travertine fluted tiles would cost $80,000 is itself clearly inflated, since Mr Tan himself had as early as 1 July 2022 intimated that he did not want to pay over $60,000 for such tiles from a supplier in Singapore and found such a quote to be a "crazy price" (see [11] above). Nonetheless, while I am willing to accept the evidence of Mr Yeo and Mr Chin, and their estimate that a removal and subsequent re-installation of the travertine fluted tiles would cost in the region of $200,000, this ultimately proved inconsequential to my assessment of the case for the reasons already set out earlier.

105 The chronology set out at [101]–[103] above illustrate how the Claimant's asserted losses have ballooned significantly since the commencement of these proceedings. In my view, many of the heads of losses asserted are clearly after-thoughts unsupported by evidence. The alleged losses in relation to TPC perfectly illustrate my point – the apparent lack of credibility underlying the narrative advanced by Mr Ho, and the seeming lack of transparency on the part of Mr Tan on his connections with TPC, became clear to me by the end of trial.

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194 CA-1 at paras 6.1–6.3. Affidavit of Evidence-in-Chief of Yeo Lai Choon dated 27 May 2025 at para 7 and pp 5–6. CA-8 at p 35. CCS at paras 4.1–4.2. Transcript (12 August 2025) at 6:4–32.

195 Affidavit of Evidence-in-Chief of Teo Fook Keong dated 23 July 2025 ("CA-7") at para 13 and p 102.

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106 According to Mr Ho, TPC entered into a five-year profit-sharing agreement with the Claimant on 1 October 2022 for the trading and retail of pre-owned luxury watches at the Club from 1 November 2022 ("TPC Agreement"). The Claimant agreed to allocate a space in the Premises for TPC's activities, bear the renovation costs for TPC's space, and bear an equal share of TPC's utilities charges, maintenance and repairs. In exchange, the Claimant would receive rent of $9,000 or $10,000 per month, and 50% of TPC's gross profits. However, TPC terminated the TPC Agreement on 1 January 2023 with effect from 1 July 2023, purportedly due to safety issues in relation to the Renovation Works.[196] Therefore, the Claimant claimed to have suffered losses in terms of the monthly rental and its share of the monthly gross profit.[197]

107 Both Mr Tan and Mr Ho, in their respective AEICs, conspicuously left out any hint of the former's involvement in TPC. Indeed, from their evidence, one would have gotten the distinct impression that TPC was an entirely independent outfit. However, Ms Tee exhibited an Accounting and Corporate Regulatory Authority People Profile search of Mr Tan, which showed that Mr Tan was a director of TPC from 3 May 2022 to 27 July 2023, and has been a shareholder of TPC since 3 May 2022.[198] Even after Mr Tan was confronted on this in cross-examination, he appeared to be unwilling to shed much light on the level of his involvement in TPC, curiously claiming an inability to recall if he was a majority shareholder at the material time,[199] a fact one would assume anyone in his position would easily be able to recall. I should stress that the issue in this regard is not the fact that Mr Tan was a director and shareholder

196 CA-3 at paras 3–7 and p 17.

197 CA-3 at para 29.

198 DA-1 at pp 65–66.

199 Transcript (13 August 2025) at 34:28–32.

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per se, but that an obviously relevant fact of his potential influence in the stances taken by TPC, that ought to have been disclosed fully and frankly, was conveniently omitted from the evidence until it was brought up by the Defendant.

108 All of this becomes relevant once we carefully assess the fluid positions that the Claimant took *vis-à-vis* the losses connected to TPC. When the original Statement of Claim was filed on 1 October 2023, the Claimant's case was that damages of $100,000 were payable for its loss of revenue over two months in relation to TPC as a result of the proposed two-month closure. This, by definition, must mean that TPC was still operating at the Premises as at 1 October 2023. Yet, subsequently, the Statement of Claim was amended for a second time on 24 March 2025 over one and a half years later to rescind the aforesaid sum, only for Mr Tan to introduce the sum of $1,008,319 in his AEIC dated 6 June 2025, purportedly on the basis that TPC left the Premises from 1 July 2023, having apparently given formal written notice of this on 1 January 2023 (see [102] above). These two versions of events are mutually exclusive and contradictory. If TPC had left by 1 July 2023, then the Claimant must have known this when it filed its original Statement of Claim on 1 October 2023. No explanation has been proffered for this inexplicable amendment. The inference is obvious: at some point in time between the filing of the original Statement of Claim and the filing of Mr Tan's AEIC, a decision was likely made to vary the narrative on the circumstances in which TPC left the Premises and the damages that flow from that.

109 The narrative advanced by Mr Ho for the circumstances in which TPC left the Premises also did not withstand to scrutiny. Mr Ho claimed that the primary motivation for TPC's departure was due to safety concerns; as Mr Ho noted in the 1 January 2023 termination letter, it would be untenable for a "niche

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luxury" watch retailer to be in "constant fear of the poor renovation and fitting being a safety hazard to our staff and customers".[200] If TPC was genuinely motivated by safety concerns to vacate, one would have expected them to do so with extreme urgency, and to invoke their contractual right to terminate with three months' written notice under cl 7.1 of the TPC Agreement,[201] if not to find a reason to vacate even sooner or with immediate effect. Instead, the 1 January 2023 termination letter effectively gave six months' written notice which, according to Mr Ho in cross-examination, was provided "[a]s a courtesy".[202] This is, with respect, inexplicable: the ease with which Mr Ho went above and beyond TPC's contractual entitlement in terms of the notice period suggests that Mr Ho's purported safety concerns were largely exaggerated or indeed entirely non-existent.

110 Perhaps more pertinently, Mr Ho took a selective approach in detailing the profits of TPC, initially concluding in his AEIC that the share of its monthly gross profits payable to the Claimant was $10,390.75.[203] However, a look at TPC's financial report from September 2022 to April 2023 exhibited by Mr Ho indicates that the number is not borne out in reality.[204] According to the financial report, TPC was incurring significant losses every month apart from November 2022 and February 2023, and was clearly bleeding very badly financially. The quantification of TPC's gross monthly profit payable to the Claimant therefore appeared to be plucked entirely out of thin air. At trial, Mr Ho adduced an updated profit and loss statement detailing TPC's profit and loss from May 2023

200 CA-3 at p 17.

201 CA-3 at p 14.

202 Transcript (13 August 2025) at 75:28–32.

203 CA-3 at para 29.

204 CA-3 at p 170.

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to December 2023, suggestive of TPC having made overall profits of $121,305.69 during this period.[205] On the back of these new figures, Mr Ho testified that the Claimant's overall losses in relation to TPC's departure would be around $800,000, and Mr Tan took the same position as well.[206] But upon closer scrutiny of the new profit and loss statement, it appears that majority of the overall profits in the sum of $100,714 came from "other income" in September 2023, which Mr Ho explained to be business-to-business sales of protective films for watches.[207] Thus, it appears that even taking this new profit and loss statement at face value, TPC was barely profitable on its retail business end. Yet, the profit-sharing under cl 4.1 of the TPC Agreement was limited to TPC's "retail business … from the sales of all watches by [TPC] in the Premises".[208] It is therefore hard to understand how Mr Ho was able to divine such a large figure for the Claimant's losses in relation to this profit-sharing arrangement.

111 Given my observations above, I am unable to give Mr Ho's evidence any meaningful weight. In saying this, I also find such evidence to impinge upon the credibility of Mr Tan's evidence for the reasons I have stated above. Not only does this severely weaken the Claimant's case as to the quantification of its alleged losses, it corroborates my earlier observations on how the Claimant sought to belatedly exaggerate its claims as to the Defendant's liability for defects, which then paints an overall picture of a disingenuous claim brought by the Claimant.

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205 Claimant's 3rd Supplementary List of Documents dated 11 August 2025 at p 3.

206 Transcript (12 August 2025) at 6:8–32. Transcript (13 August 2025) at 68:28–69:7.

207 Transcript (13 August 2025) at 87:6–88:1.

208 CA-3 at p 13.

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112 This is further reflected in what I find to be an obvious case of lack of supporting evidence and double counting in some of the heads of losses put forth by the Claimant. As mentioned, the Claimant claims $100,000 for the estimated loss of revenue from food and beverage sales and income from hosting events during the proposed two-month closure.[209] This sum was originally pleaded as $210,000 in the Claimant's original Statement of Claim filed on 1 October 2023,[210] and the fact that the Claimant decided to slash the number in half in its second amendment to the Statement of Claim on 24 March 2025 with no apparent reason for the reduction is itself suspicious. In any event, the evidence Mr Tan exhibits to support the revised figure does not assist him. I have had sight of the Claimant's profit and loss statements for the whole of 2024 and from January 2025 to April 2025,[211] and no matter how I compute the income from "F&B" and "Corporate Event Booking", the figures do not add up to $50,000 of monthly income as asserted by the Claimant. The Claimant also claims $108,000 for wasted rental expenses during the proposed two-month closure,[212] but I could not find any figure in the expenses listed in the profit and loss statements to support a monthly rental expense of $54,000. There is a more fundamental point on how inflated the claims are: even if I assumed these heads of losses are fully supported by evidence, allowing both concurrently would plainly amount to double counting, since the revenue and income the Claimant would have received during the proposed two-month closure would presumably be applied, in large part, to covering its monthly rental expenses. The Claimant's approach to such matters underlines its lack of rigour in the formulation of its

209 CA-1 at para 6.5.

210 Statement of Claim dated 1 October 2023 at para 36.6.

211 CA-1 at pp 1517–1518 and 1523–1524.

212 CA-1 at para 6.4.

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claims and, again, points to an obvious overarching tendency to inflate all possible claims.

Whether the Defendant's counterclaim should succeed

Temporary finality

113 As mentioned at [36] above, an Adjudication Determination was issued awarding the Defendant the Adjudicated Amount. The Claimant pleads that the Defendant's counterclaim should not be entertained for it is a "duplicate claim" of a subject matter "which has already been adjudicated and should rightfully be dismissed or otherwise struck out as it has been determined that the Defendant's claims are without merit".[213] Mr Tan claims that the Defendant's counterclaim has already been fully ventilated in AA 236 and should therefore be wholly dismissed.[214]

114 In my mind, the Claimant's suggestion, that this court cannot revisit the substance of the Defendant's counterclaim, is untenable. Under the doctrine of temporary finality, an adjudication determination under the SOPA regime is, as the term itself suggests, only binding until one of a specific list of secondary events takes place. Section 21(1)(*b*) of the SOPA makes clear that one of these secondary events is the final determination of the dispute by the court. As explained by the Court of Appeal in *Vinod Kumar Ramgopal Didwania v Hauslab Design & Build Pte Ltd* [2017] 1 SLR 890 at [30], the SOPA regime only "creates an intervening, provisional process of adjudication which, although provisional in nature, is final and binding on the parties to the adjudication until their differences are ultimately and conclusively determined

213 R&D2CC at paras 14–15.

214 CA-1 at paras 28–31.

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or resolved whether by arbitration or litigation. This generally takes place after the completion of the works and the arbitrator or the court is empowered *in that context*, to review, open up, and set aside the earlier adjudication determination. But until then, the adjudication determination binds the parties."

115 That findings of such a regime cannot be conclusively final to the exclusion of any subsequent court determination speaks to the reality that the SOPA regime is intended to dispense "rough and ready" justice, with the safeguard for accuracy, where needed, being subsequent full-blown proceedings. As observed by the Court of Appeal in *W Y Steel Construction Pte Ltd v Osko Pte Ltd* [2013] 3 SLR 380 at [22], the SOPA regime is "admittedly somewhat roughshod, but it is fast; and any shortcomings in the process are offset by the fact that the resultant decision only has temporary finality". Properly understood then, any suggestion that the court is precluded from revisiting matters previously adjudicated under the SOPA regime is misplaced. The very notion of temporary finality envisions the court as one of the ultimate bulwarks to correct the inevitable rough edges arising out of the "rough and ready" justice that the SOPA regime is designed to deliver quickly.

116 In the premises, this court is entitled to assess the claims made by the Defendant afresh, and to assess their merits, whilst remaining alive to and taking cognisance of the Adjudicator's analysis in the Adjudication Determination.

The terms of the contract

117 Neither party has claimed that there was no contract between them. Rather, the dispute centres around the terms of the contract, namely the scope and price of the Renovation Works. I deal with each in turn.

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The scope of the Renovation Works

118 I deal first with the scope of the Renovation Works. In this regard, Mr Tan claims it was agreed between the parties that the Defendant's scope of works would be for the supply of labour only, and that the Claimant had separately obtained materials from Amazon Construction, another contractor involved in the Renovation Works, by itself. Mr Tan claims that this is supported by a message Ms Tee sent in the Renovation Chat Group on 2 June 2022 ("2 Jun WhatsApp Message") which stated:[215]

> Normally
> 1. Material 40% to 50% for AC
> 2. Manpower work 30% to 40% to DCPL or RH
> 3. Left studio and Attendance can be 10% to 20% at DC
> Thks
> Will play by ear

It is undisputed that "AC" in the 2 Jun WhatsApp Message referred to Amazon Construction.[216]

119 The 2 Jun WhatsApp Message was sent when the Renovation Works were still in their early stages, and the phrase "[w]ill play by ear" clearly indicates that the numbers set out were merely estimates subject to variation as time went on. In my view, very little can be gleaned from this message as to the actual scope of the Renovation Works eventually carried out by the Defendant. The fact that the Claimant obtained materials from Amazon Construction does not mean that the Claimant did not also obtain materials from the Defendant. In any event, there is no evidence that the Defendant is seeking to claim in these

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215 CA-1 at paras 12–13, 16–17 and p 62. CCS at paras 17–18.

216 DA-1 at para 15.

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proceedings amounts which are properly due to Amazon Construction,[217] and so this entire point about Amazon Construction appears to be a red herring.

120 Why then does the Claimant take the position that the contract with the Defendant was for the supply of labour only? A number of the line items in Invoice 0820 are described as "To supply labour and materials to …". The Claimant therefore asserts that the Defendant is not entitled to claim for the supply of materials, and goes a step further to assert that all the Defendant's invoices are "fundamentally incorrect" and should be "wholly disregarded".[218]

121 There is no doubt that the Claimant did purchase some materials, such as the travertine fluted tiles, directly from suppliers. But that, in itself, does not automatically mean that the Defendant did not provide any materials in the course of the Renovation Works. In my mind, it seems untenable for the Claimant to contend that the Defendant provided absolutely no additional materials, when some of the works would necessarily require miscellaneous materials, such as floor protection. To state an obvious example, it cannot be seriously contended that the Defendant did not have to provide its own adhesive, screws and putty for the various works in relation to the travertine fluted tiles.[219]

122 Further, there is evidence of WhatsApp correspondence which indicate that the Claimant did in fact engage the Defendant's services to procure some materials. For example, on 17 June 2022, Mr Tan sent a message in the Renovation Chat Group stating: "I dont like all these messy way of managing my project, get me the proper quote for the following: … All furniture to

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217 DA-1 at para 18.

218 CA-1 at paras 25–27. CCS at para 68.

219 DA-1 at para 62.

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fabricate, material use and cost. …".[220] On 29 August 2022, Ms Tee sent a message in the Renovation Chat Group setting out unit rates for different types of glass, to which Mr Tan responded: "Please give me the full seize [*sic*] price and not this per $18 or xx $…. / The full glass for door is how much and foe [*sic*] the watch glass etc… not this psf or pm price".[221] In these messages, it appears that Mr Tan was discussing the supply of materials with Ms Tee. Thus, Mr Tan's claim that the Defendant provided no materials absolutely whatsoever is unsustainable.

123 I note also that the invoices which included references to the supply of materials had been sent to the Claimant as early as 31 March 2023 (see [28] above). If there was in fact an agreement that the contract would be for the supply of labour only, one would have thought that the Claimant would have immediately raised alarm bells. Yet it did not do so. Neither did the Claimant do so when it sent its 4 July 2023 letter of demand or when it filed its Payment Response No 1 (Revised) on 13 October 2023. The first time it raised the contention that the contract was purely for labour was in its written submissions for AA 236 filed on 31 October 2023.[222] The irresistible inference, in my view, is that this was an after-thought meant to shore up the Claimant's case in AA 236 and in these proceedings.

124 Therefore, I find that the scope of the Renovation Works included the supply of labour and materials. To the extent the Adjudicator was of a different view,[223] I respectfully disagree. Indeed, the Adjudicator's view in the

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220 DA-1 at pp 176–177.

221 DA-1 at para 28 and pp 227–228.

222 CA-1 at p 190.

223 DA-1 at p 1290, Adjudication Determination at paras 105–107.

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Adjudication Determination was somewhat ambiguous – in some parts he stated that: "it is my finding that … [the] scope of work was for the supply of labour only", and in other parts he stated that: "I am satisfied that the scope of work … was for the supply of labour, or at least substantially so because there is evidence that the [Defendant] was also required to carry [*sic*] certain fabrication tasks, such a [*sic*], for example, in the provisions of cabinetry".[224]

The price of the Renovation Works

125 Having determined the scope of the Renovation Works, I next deal with their price. The Claimant asserts that the 20 May WhatsApp Message reflects the parties' agreement that the price of the Renovation Works would be a lump sum of $500,000.[225] The Defendant argues that the "Contract value" of "$500k" estimated by Mr Tan in the 20 May WhatsApp Message was for the purposes of obtaining insurance.[226]

126 I reject the Claimant's contention that what had been agreed was a fixed lump sum price of $500,000. As observed earlier, the sole evidence proffered in support of the Claimant's case is the fleeting 20 May WhatsApp Message. In my view, the context in which the 20 May WhatsApp message was sent clearly shows that the "Contract value" of "$500k" was provided for the purposes of obtaining insurance. The provision of a contract value in this context serves a specific purpose: it indicates the scope and level of insurance coverage that one wishes to secure (which inevitably influences the premium set by the insurer), and is not a binding commitment as to the actual cost of the underlying works. For that reason, I also do not accept the Claimant's other contention that, if the

224 DA-1 at p 1290, Adjudication Determination at paras 106–107.

225 SOC at para 5.2. CA-1 at paras 36–37 and 110.2.

226 D&CC at para (5)(3). DA-1 at paras 12–14.

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contract price were any sum other than $500,000, then the Defendant would have effectively perpetuated a fraud against NTUC, which the Claimant would have no reason to partake in.[227] The declaration of contract value is necessarily done at an early stage when parties are only able to estimate what the likely total value of the works will be. In that sense, a person applying for such insurance is not expected to pinpoint the exact contract price when indicating the contract value at that stage. The $500,000 estimate was a reasonable ballpark figure and there can be no accusation of fraud or dishonesty by either party in obtaining the Insurance Policy. In any event, the matter of any false representation having been made to NTUC (assuming one even is able to come to such a conclusion, I might add) is an entirely separate matter that falls outside the contours of these proceedings.

127 To be clear, I do not agree with the Adjudicator's reasoning that it was not logical for Mr Tan to have not accepted Ms Tee's proposal of $300,000 (see [38(a)] above). When one peruses the WhatsApp messages carefully, it becomes clear that the WhatsApp message in which Ms Tee indicated the "Contract value" as "$300k" was sent not in the Renovation Chat Group but rather in a separate WhatsApp Chat Group which Ms Tee was in. When Ms Tee forwarded the message to the Renovation Chat Group, the details for "Contract value" was left empty, and so it could not be said that Mr Tan intentionally replaced "$300k" with "$500k" (see [5] above). Nonetheless, I agree with the Adjudicator that the context in which 20 May WhatsApp Message was sent clearly shows the $500,000 figure was provided for the purposes of obtaining insurance coverage. I would add that it seems rather unrealistic that the parties could, in the span of two WhatsApp messages, agree on a contract price in the

[227] CCS at para 11.15.

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realm of half a million dollars over a substantial list of Renovation Works, without any negotiation or further discussion.

128 In cross-examination, Mr Tan provided a new narrative as to the provenance of the $500,000 sum. He said that he could "clearly remember" having a discussion with Ms Tee in her office about "another home projects" where he said that he "don't have much budget" and that he had "most probably 500,000", and "that's [how] the 500,000 came about".[228] However, this story was not mentioned in his AEIC,[229] which is strange for something that Mr Tan claimed to "clearly remember". This disingenuous attempt by Mr Tan to add credence to the sum of $500,000 backfired, for it simply demonstrated that he was grasping at straws to justify a number that simply had no basis in reality.

129 I note further that the WhatsApp messages discussed at [122] above are also evidence suggesting that Mr Tan was not labouring under the impression that the price of the Renovation Works was for a fixed sum of $500,000. Mr Tan would not have been asking Ms Tee to clarify those prices if he truly believed that the entire Renovation Works was to be priced at a fixed sum of $500,000. Conversely, I find Mr Tan's argument that the $50,000 which the Claimant paid to the Defendant on 2 June 2022 represents a deposit of 10% of the contract price of $500,000 to be a mere after-thought.[230] There is no contemporaneous evidence indicating that this $50,000 was paid as a deposit, much less as a percentage of the contract price.

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228 Transcript (12 August 2025) at 18:15–27.

229 Transcript (12 August 2025) at 20:1–3.

230 SOC at para 5.3. CA-1 at paras 66 and 110.3.

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130 Turning then to the Defendant's case, the Defendant argues that the Handwritten Note sent on 18 June 2022 was in fact the Defendant's unit rates for the Renovation Works based on the first two sets of schematic drawings provided by Syrenka, and that Invoices 0820 and 0847 were based on these unit rates.[231] However, the Claimant argues that the Handwritten Note is illegible, incoherent and incomprehensible. The Claimant also argues that it is impossible to correlate the figures in the Handwritten Note with the subsequent unit rates used in Invoice 0820.[232]

131 I also reject the Defendant's contention that the Handwritten Note sets out the unit rates used in Invoices 0820 and 0847. The Handwritten Note is largely unreadable, with so many random scribblings all over that it could scarcely be understood without having to painstakingly map entry against entry with the Transcribed Handwritten Note and the invoices, and even then, there were certain entries which did not match across all the documents. I would very much echo the observations of the Adjudicator, a professional in these areas, who intimated he was not able to make sense of it (see [38(b)] above). Even if it is theoretically possible, with great effort, to reconstruct from the tangle what the Handwritten Note had been intended to convey, it is neither practical nor realistic to expect any employer (whether the Claimant or otherwise) to embark upon such an exercise at the time. The fact that one even needs the Transcribed Handwritten Note (which, in my view, should be accorded little weight since such a document would not have been available to the parties at the material time) to make sense of, and interpret, the original Handwritten Note all the more indicates that the original note simply could not be understood by itself.

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231 D&CC at para (3)(6). DA-1 at para 26. Transcript (19 August 2025) at 91:21–23.

232 CA-1 at para 63.

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132 In this connection, I was not persuaded by Ms Tee's explanation that the shortcomings of the Handwritten Note were primarily the result of urgency.[233] One would have thought that the clear and orderly setting out of such particulars encompassing expenses that would eventually run into a significant six-digit sum would be of especial importance to the Defendant. It strains incredulity to suggest that Ms Tee was so stretched for time throughout the process of the Renovation Works that it was beyond her to find the time to clearly set out what the Defendant's unit rates were. The far more likely explanation is that the Defendant had assumed that whatever was stated in the Handwritten Note, however unclear and indiscernible it was, would be accepted and the burden was on the Claimant to clarify the specifics of the rates. If so, in my view, the Defendant cannot now rely on a document that no reasonable employer could have been expected to comprehend.

133 It should be kept in mind that "the test of agreement or of inferring *consensus ad idem* is objective. Thus, the language used by one party, whatever his real intention may be, is to be constructed in the sense in which it would reasonably be understood by the other" (*Tribune Investment Trust Inc v Soosan Trading Co Ltd* [2000] 2 SLR(R) 407 at [40]). Whatever Ms Tee's subjective intentions were when she sent the Handwritten Note, it simply cannot be said that there was any objective agreement between the parties that the price of the Renovation Works would be based on the Handwritten Note, when such note was objectively impossible to understand to begin with.

134 In sum, therefore, I reject both the Claimant's and Defendant's cases as to the price of the Renovation Works. Instead, it seems that the parties failed to come to an objective agreement as to the price of the Renovation Works. Where

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233 Transcript (19 August 2025) at 101:28–30. Transcript (21 August 2025) at 35:30–36:2.

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there is an express contract which does not contain an express term with regard to the remuneration that ought to be paid for work done, the court may imply a term that a reasonable sum be paid. The implication of such a term is based on necessity by reference to the traditional "business efficacy" and "officious bystander" tests (*Eng Chiet Shoong v Cheong Soh Chin* [2016] 4 SLR 728 ("*Eng Chiet Shoong*") at [30]). In my view, it is abundantly clear that such a term should be implied. There is an obvious gap in the contract in terms of the price of the Renovation Works. The evidence shows that, from an objective point of view, the parties did not put their mind to agreeing on a clear price. It is necessary in the business and commercial sense to imply a term as the price represents the essential consideration for the Renovation Works and it would be obvious that such works were not simply being done for free. A term that the price should be reasonable would also clearly satisfy the "officious bystander" test (*Sembcorp Marine Ltd v PPL Holdings Pte Ltd* [2013] 4 SLR 193 at [101]). For completeness, while the notion of an implied contract or term stipulating a reasonable sum be paid has previously been referred to as "contractual *quantum meruit*", I have avoided naming it as such having regard to the guidance of the Court of Appeal in *Eng Chiet Shoong* at [41].

The sums to be paid by the Claimant to the Defendant

135 As mentioned at [44] above, the Defendant's counterclaim pertains to its three invoices. I deal with each in turn.

Invoice 0820

136 As mentioned at [28] above, Invoice 0820 is a consolidated invoice for various aspects of the Renovation Works. As I have found that the contract was for both labour and materials, I find that the scope of works carried out by the Defendant was accurately reflected in Invoice 0820. That leaves the question of

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what a "reasonable price" is for those works. On the one hand, there are the rates stated by the Defendant in Invoice 0820. On the other hand, there are the alternative rates provided by the Claimant in the Hong Giap Quotation.

137 In the circumstances, I took the view that a "rough and ready" approach in assessing the value of the works would be appropriate on the present facts. I had made my views on this clear to the parties even during the proceedings: there is, in my view, an element of inescapable subjectivity in any computation of the sums advanced. By its nature, the exercise admits of a range of reasonable figures. Just as much as there is no single objectively correct price for workmanship and renovation matters, with some contractors charging more and others less, so too here, many of the components of work were capable of being valued within a spectrum, rather than pinned to a single immutable figure. This difficulty is only exacerbated by the fact that so many components fell into the said category, resulting in an even greater degree of subjectivity to the overall assessment. Mr Teo who provided the Hong Giap Quotation hinted to this as well, albeit in the context of estimating the cost of the travertine fluted tiles, noting that "[t]here are many range [*sic*]" and that any estimate he proffers would suffer from the reality that it would be "quite difficult to justify" by way of objective data points.[234]

138 So, the question here then pivots to how the court can best facilitate this exercise. I am of the view that the rates proffered by Mr Teo in the Hong Giap Quotation represent a fair reflection of what a "reasonable price" would be for the Renovation Works. In coming to this conclusion, I note the following.

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234 Transcript (15 August 2025) at 26:9–20.

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139 According to Mr Teo, he was asked by Mr Tan to provide a comparative valuation for the Renovation Works sometime in September 2023, and in preparing the quotation, he made various site visits and reviewed Syrenka's 100% schematic drawings as well as other relevant quotations from other contractors.[235] In that sense, Mr Teo cannot be accused of deriving numbers without reference to the actual site conditions and the original plans for the Renovation Works. It is true that Mr Teo had the Defendant's figures as a reference point, and so there is a real risk that he sought to "undercut" the Defendant's figures when supplying his own. Nonetheless, all this meant was that Mr Teo's estimates fell within the lower end of the reasonableness spectrum *vis-à-vis* the Defendant's numbers. It should be kept in mind that the Defendant's figures would necessarily also be self-serving in this context, especially since they cannot be cross-referenced and verified against the Handwritten Note for the reasons I expressed earlier. Seen in the round, I am of the view that the rates in the Hong Giap Quotation are not implausible or contrived.

140 As I explained earlier, there are in fact some defects which represent imperfections in the Defendant's works (see [97] above). While the defects in question may be regarded as relatively minor in the grander scheme of the entire Renovation Works, they are nonetheless indicative of workmanship that, at times, fell slightly short of the standard that would justify the awarding of the full price that has been claimed by the Defendant.

141 The discolouration of the putty around the screws on the travertine fluted tiles is not something that can or should be entirely ignored. While I do not take as uncharitable a view of this as Mr Chin does on the standard of the application

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235 CA-7 at paras 4–6, 15, 19–20, 22, pp 107–133 and 135–159.

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of the putty, it nonetheless remains the case that, even on my view, these represent imperfections in the finish, which justify a "discount" on the price to be paid. I would add that the costs of rectification (which I find to be a useful starting point in determining the applicable "discount") is not negligible: both experts have suggested that a sum of between $10,000 and $30,000 would likely be needed to rectify this (see [90] above).

142 I pause here to observe that to use the Defendant's rates in Invoice 0820 in full would, in effect, amount to endorsing its wholly unsatisfactory practice of presenting an unreadable quotation to an employer and later relying on that unreadable quotation to justify its prices. I do not go so far as to say that the sums eventually invoiced were in themselves unreasonable; but there was nonetheless a certain oddity, even perversity, in permitting recovery on terms that mirror the very opacity with which the quotation was first framed. On some level, to do so would reward a degree of unprofessionalism that ought not to be expected for a renovation of such a nature.

143 In the premises, I find that it is appropriate to use the Hong Giap Quotation, as opposed to the sums in Invoice 0820, as the starting point for a "reasonable price" for the Renovation Works. The Hong Giap Quotation was for a total price of $411,786.90. In AA 236, the Claimant objected to paying for hacking, carpentry, tiling and masonry, and painting works, and excluded those items from its further proposal, thereby reducing the total price of the Renovation Works to $157,581.90 (see [37(b)] above). In its written submissions for AA 236, the Claimant purported to exhibit documents and materials in support of its objections,[236] but when I perused those exhibits, they appeared to be a random set of e-mails, pictures, drawings and WhatsApp

[236] CA-1 at p 200.

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messages,[237] with no accompanying explanation as to how they justify excluding those specific items. The Adjudicator appeared to use the sum of $157,581.90 as a starting point without considering why the Claimant's objections should be accepted (see [38(e)] above).

144 In my view, there is simply no basis for taking the lower figure of $157,581.90 when the Claimant had not explained in the AA 236 proceedings why it arbitrarily objected to some works in Invoice 0820 but not others. Indeed, it seems incredulous for the Claimant to object to these specific items when the 20 May BQ (see [4] above) and other WhatsApp messages in evidence are replete with references to hacking, carpentry, tiling and painting works being done.[238] In the Claimant's written submissions in these proceedings, it admits that "[t]he rough BQ contained a description of the scope of the Renovation Works to be carried out by the [Defendant]".[239] Further, the Claimant's own Statement of Claim accuses the Defendant of failing to provide satisfactory carpentry pieces, failing to properly cut tiles with smooth edges,[240] and improperly installing the travertine fluted tiles. I stress once again that the Claimant did not object to these specific items in the invoices when they were first sent in March and April 2023, and the Claimant's objection to these specific items was only first mooted on 13 October 2023 when it filed its Payment Response No 1 (Revised). In view of these reasons, I find that the starting point for a "reasonable price" using the Hong Giap Quotation should be the higher figure of $411,786.90. I note also that, in its written submissions in these proceedings, the Claimant appears to have taken the more reasonable position

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237 CA-1 at pp 264–336.

238 DA-1 at pp 84–86, 147, 176, 1465, 1493 and 1578.

239 CCS at para 11.12.

240 SOC at paras 19B.5–19B.6.

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that the starting point for the Hong Giap Quotation should be this figure as well.[241]

145 At this juncture, I observe that the sum of $411,786.90 represents a significant discount from the Defendant's sum of $606,169.50 (after deducting $5,600 as conceded in the AA 236 proceedings (see [37(a)] above)) claimed in Invoice 0820. It also represents a significant discount from what the Claimant itself asserts to be the contract price, *ie*, $500,000. On a "rough and ready" basis, I find that this discount adequately takes into account any damages claim the Claimant might have against the Defendant in respect of the minor defects which I have accepted represent imperfections in the Renovation Works (see [97] above). As alluded to earlier, the Claimant's own valuation of the works to rectify *all* the other alleged defects is $13,550 (see [98] above). Even if I further added the sum of $10,988 based on invoices from Yeo Ho Chuang (see [103(b)] above) – which, to be clear, I am not inclined to do since many or all of these invoices were issued in late 2022 and yet the Claimant did not bother pleading these sums when it first filed its original Statement of Claim on 1 October 2023, which leads me to infer that these sums are mere after-thoughts belatedly introduced in Mr Tan's AEIC[242] – the discount mentioned dwarfs all of these sums combined. I further note that this approach accords with the Claimant's own pleaded position (albeit in the alternative) that there should be a reduction in the price to be paid for the Renovation Works to account for the diminution in value caused by the defects (see [43] above).

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241 CCS at para 14.

242 CA-1 at pp 1584–1601.

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Invoice 0821

146 As mentioned at [29] above, the sum of $751.01 in Invoice 0821 represents, according to Ms Tee, the difference between the sum of $6,000 which the Defendant paid on the Claimant's behalf, and a credit note of $5,248.99 which the Defendant issued to the Claimant. These numbers require further scrutiny.

147 According to Ms Tee, the Claimant requested that the Defendant pay $6,000 to one of the Claimant's nominated sub-contractors, Technology Door Pte Ltd ("Technology Door"), as the Claimant owed it a sum of $7,500. To avoid delay to the Renovation Works, the Defendant agreed to do so.[243] Ms Tee has exhibited an invoice issued by Technology Door to the Claimant in the sum of $7,500, and a screenshot of a PayNow transfer from the Defendant to Technology Door in the sum of $6,000.[244] However, there is no evidence showing that the Claimant ever requested the Defendant to make a payment on its behalf, or that the $6,000 paid by the Defendant was in relation to the sums owing by the Claimant to Technology Door.

148 As for the credit note, Ms Tee claims that the Claimant had ordered an excess amount of marble from Hafary Pte Ltd ("Hafary") in the sum of $5,339.94, comprising one order of $5,248.99 and another order of $90.95, and requested that the Defendant absorb this amount and issue the Claimant a credit note for this sum.[245] As evidence, Ms Tee exhibits a WhatsApp message from Mr Tan requesting that the Defendant issue the Claimant a credit note of $5,339.94, a statement of account issued by Hafary to the Claimant for the two

243 DA-1 at para 111.

244 DA-1 at pp 981–982.

245 DA-1 at para 112.

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marble orders, as well as the credit note issued by the Defendant to the Claimant for the two marble orders.[246] This begs the question: why was the eventual sum deducted from Invoice 0821 only $5,248.99 and not $5,339.94? No answer was forthcoming in Ms Tee's discussion of Invoice 0821 in her AEIC. However, when I perused Ms Tee's exhibits in relation to Invoice 0847, I found an updated statement of account from Hafary, where the second marble order of $90.95 had the word "voided" scribbled next to it.[247] This would seem to explain why only $5,248.99 was reflected in Invoice 0821, but more alarming was the fact that the background to this "voiding" of the second marble order was completely unexplained in Ms Tee's AEIC or in trial.

149 Given the serious reservations I have over the numbers in Invoice 0821, I find that the Defendant is not entitled to claim this sum as it has not discharged its burden of explaining the provenance behind its computation of the sum.

Invoice 0847

150 As mentioned at [31] above, Invoice 0847 consists of three components. In relation to the 41 additional drawings worth $10,650 which the Defendant allegedly had to produce on-site as they were not provided by Syrenka, I find that the Defendant is not entitled to claim this component. The Defendant did not adduce these 41 purported drawings as evidence, provide any evidence to prove that it did in fact make these drawings, or detail in what areas Syrenka's drawings were allegedly incomplete and required supplementation by the Defendant. The fact that the Adjudicator made this very observation in the Adjudication Determination (see [38(c)] above), and yet the Defendant made

246 DA-1 at pp 983–985.

247 DA-1 at p 1185.

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no attempt to strengthen its evidential case in its counterclaim before me, further reaffirms my view that there is no validity to this component of Invoice 0847.

151 In relation to the project management fees of $53,568 at 10% of the invoices of the Claimant's other contractors, Ms Tee claims that she had alerted the Claimant to the project management fees in the Handwritten Note and the 2 Jun WhatsApp Message.[248] Conversely, Mr Tan claims that he worked with third-party contractors directly without any project management from the Defendant, and that the Claimant never contractually agreed to pay such a fee.[249] I have already found the Handwritten Note to be illegible (see [131] above), and therefore it cannot reasonably be said to be proper notice of such a fee to the Claimant. As for the 2 Jun WhatsApp Message (see [118] above), Ms Tee claims that the reference to "Left studio and Attendance can be 10% to 20% at DC" was a reference to the project management fee. With respect, I find this reference in the 2 Jun WhatsApp Message to be ambiguous at best, and it therefore does not constitute evidence that Ms Tee had alerted the Claimant to the project management fee.

152 In any event, all of this was beside the point, because the real question, in my mind, is whether the Defendant did in fact provide project management services for which it should be remunerated. In this regard, it should be recalled that the Claimant's own case was that the Claimant's other contractors had difficulty working with Ms Tee (see [99] above), and the Claimant itself pleads that the Defendant "… refused to give proper, clear, timely and/or reasonable instructions to the sub-contractors and/or workers in order to carry out the

248 DA-1 at para 134.

249 CA-1 at paras 19–23.

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renovation works properly".[250] This important concession reveals that the Claimant accepts that project management services were provided by the Defendant, even if the Claimant felt unsatisfied with their quality. This is further corroborated by Mr Tan's WhatsApp message sent in the Renovation Chat Group on 17 June 2022 (briefly alluded to at [122] above), where he said: "I dont like all these messy way of managing my project, get me the proper quote for the following: … Your side as main-con is to manage this project and release paymaster headache and not adding …"[251]. Seen in this light, I find that the Defendant did provide project management services in the Renovation Works and is entitled to claim this component of Invoice 0847. I also find that the rate of 10% of the invoices of the Claimant's other contractors to be reasonable. While the Adjudicator found that the Defendant could not claim this sum because he was of the view that it was not supported by relevant documentary evidence,[252] I respectfully disagree for the reasons stated above.

153 In relation to the professional fees of $28,669.50, I agree with the Adjudicator that the Defendant should be allowed to claim this component because the Claimant did not object to it in its Payment Response No 1 (Revised).[253] The Claimant accepts that this is a non-issue because it has effectively paid for this sum *via* the Adjudicated Amount.[254]

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250 SOC at para 19B.3.

251 DA-1 at pp 176–178.

252 DA-1 at p 1310, Adjudication Determination at para 220.

253 DA-1 at p 1311, Adjudication Determination at para 225.

254 CCS at paras 11.24.1, 11.25 and 88.

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Conclusion on the sums to be paid by the Claimant to the Defendant

154 After taking into account the sums to be paid by the Claimant to the Defendant, and the sums which the Claimant has already paid the Defendant, I find that the Claimant is to pay the net sum of $307,743 to the Defendant. For ease of understanding, how this quantum is derived can be understood by way of the discrete particulars in the following table:

S/N	Description	Amount
Sums to be paid by the Claimant to the Defendant		
1.	Invoice 0820 based on the rates in the Hong Giap Quotation.	$411,786.90
2.	Invoice 0847 comprising the professional fees of $28,669.50 and project management fees of $53,568.	$82,237.50
Sums which the Claimant has already paid the Defendant		
3.	Payment of $50,000 on 2 June 2022.	($50,000.00)
4.	Payment of $50,000 on 13 October 2022.	($50,000.00)
5.	Adjudicated Amount of $86,281.40.	($86,281.40)
Total		$307,743.00

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Conclusion

155 This was, at its core, a renovation nightmare, for which both parties share some blame. The parties proceeded with the Renovation Works without first coming to a clear and objective agreement as to the price. Both parties' handling of the travertine fluted tiles also left much to be desired. The dislodgment and falling of the tiles was the beginning of what turned out to be a drawn-out disagreement between the parties. By the time the Defendant sought payment for the Renovation Works (unreasonably in reliance on the illegible Handwritten Note I might add) and invoked the SOPA process, the Claimant did not wish to pay and sought to turn the tables by commencing these proceedings. To this end, it sought to re-characterise the terms of the contract, both as to its price and scope, in a disingenuous manner, and to exaggerate its claims as to the defects in the Renovation Works, all with a view to ensuring that it could pay as little as possible to the Defendant. The Claimant is entitled to be dissatisfied with the Defendant's services. But it did not sit well with this court for the Claimant to make claims out of proportion with reality so as to engineer the outcome it wished to have. The reality of the present case is that imperfect, but largely completed, work is still deserving of remuneration, albeit at the lower end of the spectrum.

156 For the foregoing reasons, I allow the Claimant's claim and the Defendant's counterclaim in part. I allow the Claimant's claim only to the extent that I find that there were some minor imperfections in the Renovation Works. I allow the Defendant's counterclaim only to the extent that the Defendant should be remunerated for the Renovation Works in Invoice 0820 based on a "reasonable price" as reflected in the Hong Giap Quotation, and should also be allowed to claim the professional fees and project management fees set out in Invoice 0847. On a "rough and ready basis", the global sum to be paid by the

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Claimant to the Defendant in satisfaction of both the Claimant's claim and the Defendant's counterclaim is $307,743.

157 Should it not be agreed by the parties, I will give directions on the matter of costs.

Mohamed Faizal
Judicial Commissioner

Chung Ping Shen (H A & Chung Partnership) for the claimant and defendant in counterclaim;
Decruz Martin Francis (Shenton Law Practice LLC) and Goh Phai Cheng SC (Shaun Wong LLC) for the defendant and claimant in counterclaim.

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