IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 52

Magistrate's Court Suit No 10455 of 2020
(Assessment of Damages No 518 of 2024)

Between

Wen Hanrong

… *Plaintiff*

And

(1) Huationg Contractor Pte Ltd
(2) Anbalagan Murugan

… *Defendants*

JUDGMENT

[Civil Procedure — Costs]
[Civil Procedure — Costs — Personal liability of solicitor for costs]
[Legal Profession — Duties — Paramount duty to the court]

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Wen Hanrong
v
Huationg Contractor Pte Ltd and another

[2026] SGMC 52

Magistrate's Court — Suit No 10455 of 2020 (Assessment of Damages No 518 of 2024)
Deputy Registrar Don Ho
2 April 2026

24 April 2026 Judgment reserved.

Deputy Registrar Don Ho:

Introduction

1 On 5 January 2026, I delivered my judgment as regards the assessment of damages of this action: *Wen Hanrong v Huationg Contractor Pte Ltd and another* [2026] SGMC 3 ("the Judgment"). I will continue to adopt the same abbreviations as used in the Judgment and this decision should be read in conjunction with the Judgment.

2 I awarded general damages in the sum of $9,800 and special damages in the sum of $3353.71 to the Plaintiff but excluded various periods for the purposes of pre-judgment interest. I also ordered the Plaintiff's advocate and solicitor, Ms Alyssa Lee ("Ms Lee") of Alyssa Lee & Co, to show cause why she should not be personally liable for costs under O 59 r 8 of the Rules of Court (2014 Rev Ed) ("ROC").

3 On 19 January 2026, the Plaintiff filed an appeal against the entirety of my decision. Subsequently, on 11 March 2026, the appeal was dismissed by the learned District Judge ("the DJ") in its entirety.

4 I now deal with the question of costs, including whether Ms Lee has successfully shown cause as to her personal liability for costs.

Background facts

5 The facts and findings of this case are fully set out in the Judgment, and I do not propose to repeat them here. In brief, this was a personal injury claim which arose following a road traffic accident on 13 October 2017, where the Plaintiff was struck by a cement truck whilst crossing a pedestrian crossing on his bicycle, driven by the Second Defendant, a worker under the employment of the First Defendant. The action was commenced by the Plaintiff on 2 October 2020.

6 On 30 April 2021, interlocutory judgment was entered by consent in favour of the Plaintiff on a 100% liability basis against the Defendants. The assessment of damages proceedings occurred on 10 April, 19 May, 5 June and 21 August 2025. On 5 January 2026, I delivered the Judgment and awarded general damages in the sum of $9,800 and special damages in the sum of $3353.71 with the usual consequential orders. I awarded pre-judgment interest for general damages at 5.33% and special damages at 2.67% but excluded the specific periods from the computation of interest owing to the Plaintiff's dilatory conduct in the prosecution of his claim (see Judgment at [138]).

7 I also observed that Ms Lee's conduct as an advocate and solicitor in the conduct of the proceedings was less than desirable and by her conduct, the proceedings became unnecessarily complex and prolonged. I therefore directed

her to show cause why she should not be personally liable for costs (Judgment at [160]).

8 On 19 January 2026, the Plaintiff filed the following Notice of Appeal *vide* MC/RA 3/2026 ("RA 3"):

> NOTICE OF APPEAL TO A DISTRICT JUDGE IN CHAMBERS
>
> Take Notice that an appeal has been filed by the above-named Plaintiff to the District Judge in Chambers.
>
> The Appeal is against the decision of Deputy Registrar [Don Ho] given on 05-January-2026, as follows:
>
> The decision made in Case No. MC/MC 10455/2020, Sub Case No. MC/AD 518/2024, as stated in the written Judgment [2026] SGMC 3 dated 5 January 2026, wherein the said learned Deputy Registrar:
>
> 1. awarded $8,500 for pain and suffering for the Plaintiff's chest injuries (multiple manubrium and rib fractures) in view of paragraphs 64 – 97 of the said written Judgment.
>
> 2. did not separately award the Plaintiff damages for pain and suffering for the Plaintiff's large bruises and swelling over upper chest area in view of paragraph 85 of the said written Judgment.
>
> 3. disallowed the Plaintiff's claim for $1,108.50 future medical expenses for traditional Chinese medical treatment for residual tenderness and recurrent pain of the left anterior chest wall in view of paragraph 82 of the said written Judgment (see paragraph 100 of the said written Judgment).
>
> 4. disallowed the Plaintiff's claim for $443.40 future transport expenses for medical consultations with Chinese Physicians in view of paragraph 82 of the said written Judgment (see paragraph 100 of the said written Judgment).
>
> 5. disallowed the Plaintiff's claim for $979.03 future medical expenses for treatment of high blood pressure in China in view of paragraph 82 of the said written Judgment (see paragraph 100 of the said written Judgment).
>
> 6. disallowed the Plaintiff's claim for $886.80 future transport expenses for medical consultations for high blood pressure in China in view of paragraph 82 of the said written Judgment (see paragraph 100 of the said written Judgment).

7. dismissed the Plaintiff's claim for $271.61 medical expenses for treatment of high blood pressure from 20 January 2021 – 22 May 2021 in view of paragraph 82 of the said written Judgment (see paragraph 118 of the said written Judgment).

8. dismissed the Plaintiff's claim for $209.76 medical expenses for treatment of high blood pressure in China from December 2022 – June 2024 in view of paragraph 82 of the said written Judgment (see paragraph 118 of the said written Judgment).

9. dismissed the Plaintiff's claim for $120.00 transport expenses from January 2021 – May 2021 in view of paragraph 82 of the said written Judgment (see paragraph 118 of the said written Judgment).

10. dismissed the Plaintiff's claim for $50.00 transport expenses from December 2022 – June 2024 in view of paragraph 82 of the said written Judgment (see paragraph 120 of the said written Judgment).

11. disallowed the Plaintiff's claim for $200.00 transport expenses in Singapore from April 2022 – January 2024 in view of paragraphs 82, 127 - 132 of the said written Judgment (see paragraphs 121 – 123 of the said written Judgment).

12. did not award the Plaintiff the usual default interest at the rate of 5.33% per annum on the general damages sums from the date of Writ (2 October 2020) to the date of Final Judgment by excluding the following periods in the calculation of pre-judgment interest in view of paragraphs 124 – 137 of the said written Judgment:

(1) 1 May 2021 – 29 December 2021.

(2) 20 April 2022 – 28 August 2024.

(3) 10 April 2025 – 5 January 2026.

13. did not award the Plaintiff the usual interest at the rate of 2.67% per annum on the special damages sums from the date of accident (13 October 2017) to the date of Final Judgment by excluding the following periods in the calculation of pre-judgment interest in view of paragraphs 124 – 137 of the said written Judgment:

(1) 1 May 2021 – 29 December 2021.

(2) 20 April 2022 – 28 August 2024.

(3) 10 April 2025 – 5 January 2026.

> 14. invited the Plaintiff's Counsel to show cause why she should not be personally liable for costs under Order 59, rule 8 of the Rules of Court 2014 in view of paragraphs 140 – 159 of the said written Judgment (see paragraphs 160 – 161 of the said written Judgment).

Effectively, this was an appeal against the entirety of my decision in the Judgment. In light of the appeal, I directed that the question of costs be held in abeyance pending the resolution of the appeal.

9 RA 3 was heard by the DJ on 25 February 2026 and dismissed in its entirety on 11 March 2026: see Brief Oral Grounds of Decision dated 11 March 2026 ("Oral Grounds"). At the hearing on 11 March 2026, after the DJ had rendered her Oral Grounds, Ms Lee immediately sought leave to appeal against the DJ's dismissal to the General Division of the High Court ("High Court") even though Ms Lee stated she had "yet to take instructions". The DJ directed her to file a formal application with a supporting affidavit.[1]

10 Subsequently, on 17 March 2026, the Plaintiff filed MC/SUM 1189/2026 ("SUM 1189") seeking leave for a further appeal to the High Court. SUM 1189 is presently pending.

Parties' submissions

The Plaintiff

11 The Plaintiff submits that he is entitled to costs in the proceedings as he has succeeded in his claim for damages. He also highlights that the consent

[1] Minute Sheet dated 11 March 2026.

interlocutory judgment that was previously entered against both Defendants for damages to be assessed was on a 100% liability basis.[2]

12 According to the Plaintiff, he and his solicitors have spent a "substantial amount of time and effort in doing [a] substantial amount of work in the matter from 2020 to 2026". The Plaintiff highlights an offer to settle dated 13 November 2024, where he accepted the Defendants' offer to settle general damages at $17,000 and had counter-offered that the Defendants pay him the sum of $3,550 for special damages ("Plaintiff's 13 November 2024 OTS"). The Defendants did not accept the counteroffer of $3,550 for special damages but had instead offered a sum of $3,000 in their offer to settle dated 30 October 2024.[3]

13 However, in the Judgment, I awarded the Plaintiff the sum of $3,352.71 for special damages, which sum is more than the $3,000 for special damages offered by the Defendants in their offer to settle dated 30 October 2024. Accordingly, insofar as special damages are concerned, the Plaintiff contends that he is entitled to costs on the standard basis to 13 November 2024 (the date of the Plaintiff's offer to settle), and costs on the indemnity basis thereafter.[4]

14 Accordingly, based on O 59, Appendix 2 Part IV of the ROC, the Plaintiff seeks costs of $6,000 (excluding disbursements), which falls at the highest range for cases where the sum awarded is up to $20,000.[5]

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2 Plaintiff's Submissions on Costs dated 2 April 2026 ("PWSC") at para 4.

3 PWSC at para 4-5 and 8–9.

4 PWSC at para 10.

5 PWSC at para 5.

15 As for personal costs, Ms Lee argues in her written submissions that she should not be ordered to pay costs. Ms Lee had carried out her duty as the Plaintiff's solicitor in asking for the various clarificatory medical reports by the various doctors as their medical reports did not address the various issues raised in her letters to the doctors.[6] An affidavit has been tendered by the Plaintiff's daughter, Ms Wen Lanfen ("Ms Wen"), averring that both she and the Plaintiff believed that Ms Lee had performed her duties correctly by:

(a) conveying Ms Wen's request for Ms Wen to assist the court's Mandarin interpreter in interpreting Hakka during the first tranche of the assessment of damages hearing to me;[7]

(b) informing the Plaintiff of various medical information prior to the first Assessment of Damages Court Dispute Resolution Conference ("ADCDR Conference") fixed on 25 April 2022 that Ms Lee had gleaned from her research;[8]

(c) requesting the first ADCDR Conference to be refixed to a later date pending the Plaintiff's medical examination by a cardiologist;[9]

(d) advising the Plaintiff and Ms Wen in June 2022 that the Plaintiff should undergo a repeat CT scan of the thorax; and[10]

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6 PWSC at para 11(1)–(2); Affidavit of Wen Lanfen dated 25 March 2026 ("WLF Affidavit") at para 15.

7 WLF Affidavit at paras 5–7B.

8 WLF Affidavit at para 9.

9 WLF Affidavit at para 9.

10 WLF Affidavit at paras 10–12.

(e) suggesting that the parties undergo mediation with a view to settling the matter amicably but "the Defendants were not interested in settling the matter herein amicably".[11]

16 In her written submissions for costs, Ms Lee further referred to: (a) paras 80–93 of the Plaintiff's submissions in RA 3 ("RA 3 Submissions"); (b) "the matters stated in the letter from the Plaintiff's Solicitors to the Court dated 5 March 2026" ("5 March 2026 Letter"); and (c) "the facts/submissions stated in Ms Lee's Affidavit filed herein on 20 March 2026 in support of the Plaintiff's Summons application for leave to appeal to the High Court" ("Ms Lee's 20 March 2026 Affidavit").[12]

17 I observe that the practice of wholesale incorporation by reference to other filed documents is both undesirable and problematic. First, paras 80–93 of the RA 3 Submissions advance arguments against my decision in the Judgment but these arguments have already been dismissed by the DJ. Moreover, those paragraphs contain extensive cross-references to other parts of the RA 3 Submissions, rendering it unclear whether, and to what extent, those referenced materials are intended to be relied upon. In my view, the relevance of paras 80–93 of the RA 3 Submissions for the question of costs is that it reinforces Ms Lee's arguments that are already set out at [15] above.

18 Second, as regards the 5 March 2026 Letter, this is essentially a letter to the DJ containing *further* arguments, after the DJ had reserved her decision on RA 3, concerning (a) objections raised by the Defendants' counsel during the assessment of damages hearing; and (b) Ms Lee's contention that I was wrong

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11 WLF Affidavit at para 16.

12 PWSC at paras 11(3)–(5).

in finding (at [153] of the Judgment) that she had not fully prepared her questions for the 5 June 2025 hearing. In my view, the 5 March 2026 Letter is plainly irrelevant, especially in light of the DJ's finding that "there is sufficient evidence suggesting that costs have been wasted by a failure to conduct proceedings with reasonable competence" (Oral Grounds at [70]).

19 Third, as regards Ms Lee's 20 March 2026 Affidavit, this was filed in support of SUM 1189 which is the Plaintiff's application for leave for a further appeal to the High Court. The affidavit reads like a set of written submissions. It contains various grounds of alleged *prima facie* errors made by the DJ in dismissing RA 3 and includes the repetition of various arguments on the merits of the Plaintiff's claim for damages which were rejected by me at first instance and the DJ on appeal. I shall have no regard for it in determining the issue of costs as it is wholly irrelevant.

The Defendants

20 The Defendants seek three sets of costs orders for the entire action. They rely on an offer to settle dated 25 November 2021 issued pursuant to O 22A of the ROC ("Defendants' OTS") which offered the Plaintiff the total sum of $15,000 for damages, interest, and costs (including disbursements). However, the Plaintiff did not accept the Defendants' OTS.[13]

21 The first set of costs pertains to costs to the Plaintiff from the commencement of the action to the date of the Defendants' OTS, on a standard basis. This is because the final award is less favourable than the terms of the OTS. Moreover, it is "abundantly clear … that the Plaintiff's conduct of this

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13 Defendants' Written Submissions on Costs dated 25 March 2026 ("DWSC") at paras 3 and 13.

action is unreasonable" as he had persisted in pursuing claims that were not substantiated by objective medical evidence. As to the quantum, the Defendants propose the sum of $3,000.[14]

22 The second set pertains to the Defendants' costs payable by the Plaintiff on an indemnity basis from the date of the OTS to the date of the Judgment, namely, 5 January 2026. The Defendants argue that they had incurred significant costs to defend an unnecessarily complex and prolonged action in light of the Plaintiff's unreasonable conduct. The Defendants submit that, in light of the significant work they had done, $17,500 in costs on the standard basis would be appropriate. However, as the Defendants are entitled to costs on an indemnity basis under O 22A r 9 of the ROC, the conventional uplift of one-third is warranted, bringing the quantum to $23,000.[15]

23 The third set pertains to costs of MC/SUM 1951/2024 ("SUM 1951"), which was reserved by Deputy Registrar Jonathan Toh ("DR Toh"), who heard SUM 1951, to me. This summons concerned the Plaintiff's appointment of the additional medical experts, cardiothoracic surgeon, Dr Ong Boon Hean ("Dr Ong"), and cardiologist, Dr Tan Wei Chieh Jack ("Dr Tan"). Since the Plaintiff's alleged heart and lung conditions had nothing to do with the accident, the Defendants are entitled to the costs of SUM 1951, which they submit should be fixed at $1,000 on an indemnity basis.[16]

24 Turning to disbursements, given the above, the Defendants contend that the Plaintiff is only entitled to disbursements up to the day of the Defendants'

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14 DWSC at paras 15–21.

15 DWSC at paras 22–32.

16 DWSC at paras 33–37.

OTS, save that the Plaintiff is not entitled to claim disbursements relating to Dr Ong and Dr Tan considering the following order by DR Toh in SUM 1951:[17]

> In the event that the Court dismisses the Plaintiff's claim for compensation for alleged heart and / or lung injuries on the basis that the same are not caused by the road traffic accident of 13 October 2017, all costs and expenses incurred in flying the Plaintiff back to Singapore for the medical reviews by Clinical Assistant Professor Ong Boon Hean ("A/Prof Ong") and Clinical Associate Professor Tan Wei Chieh Jack ("A/Prof Tan"), the issuance of the specialist reports by A/Prof Ong and A/Prof Tan as well as the attendance fees of A/Prof Ong and A/Prof Tan in giving evidence at the Assessment of Damages hearing, shall be wholly borne by the Plaintiff.

25 The Defendants further contend that the disbursements incurred by them following the date of the Defendants' OTS should be paid by the Plaintiff. In this regard, the Defendants have tendered a list of disbursements totalling $1,023.42.

26 Lastly, the Defendants made no submissions on the issue of personal costs, likely because the show cause order was made by my own initiative and not on application by the Defendants.

Costs in the proceedings

27 A key element affecting the costs in the proceedings is the Defendants' OTS dated 25 November 2021 which was served on the Plaintiff pursuant to O 22A of the ROC.

The applicable principles

28 Order 22A r 9 of the ROC reads:

> **Costs (O. 22A, r. 9)**

[17] DWSC at paras 38–39.

> **9.**— …
>
> (3) Where an offer to settle made by a defendant —
>
> (a) is not withdrawn and has not expired before the disposal of the claim in respect of which the offer to settle is made; and
>
> (b) is not accepted by the plaintiff, and the plaintiff obtains judgment not more favourable than the terms of the offer to settle,
>
> the plaintiff is entitled to costs on the standard basis to the date the offer was served and the defendant is entitled to costs on the indemnity basis from that date, unless the Court orders otherwise.
>
> …

29 It is also to be noted that a court is not obliged to award indemnity costs simply because the O 22A r 9 offer to settle made by one party is more favourable than what the opposing party eventually obtained: *Man B&W Diesel S E Asia Pte Ltd v PT Bumi International Tankers* [2004] 3 SLR(R) 267 ("*Man B&W Diesel*") at [7]. The offer to settle should be "a serious and genuine offer and not just to entail the payment of costs on an indemnity basis" and should contain "an element which would induce or facilitate settlement": *Man B&W Diesel* at [8], citing *Singapore Airlines Ltd v Fujitsu Microelectronics* (Malaysia) Sdn Bhd [2001] 1 SLR(R) 38 at [10]. Although what constitutes a serious and genuine offer depends on the circumstances, the key question to ask is whether the offeror is effectively expecting the other party to capitulate: *Man B&W Diesel* at [14]; *Lim Geok Lin Andy v Yap Jin Meng Bryan and another appeal* [2017] 2 SLR 760 at [69].

30 As to the quantum of indemnity costs, the Court of Appeal in *Lin Jian Wei and another v Lim Eng Hock Peter* [2011] 3 SLR 1052 has clarified at [56]–[58] that considerations of proportionality should apply even if costs are to be assessed on an indemnity basis. This is because costs that are plainly

disproportionate to, *inter alia*, the value of the claim cannot be said to have been reasonably incurred.

The appropriate costs orders

31 Having perused the document, I am satisfied that the Defendants' OTS dated 25 November 2021 is a valid O 22A offer, which was not accepted by the Plaintiff. I note that the Plaintiff does not contend otherwise. The Plaintiff submits that *he* should be entitled to indemnity costs from his 13 November 2024 OTS, insofar as the claim for special damages is concerned, because the quantum of special damages I awarded, $3353.71, was lower than the Plaintiff's offer of special damages, $3,550.00.

32 It is absurd that the Plaintiff is seeking indemnity costs against the Defendants despite my many adverse findings (which have been fully upheld on appeal) against him in the manner in which he had prosecuted his claim. To split the offer between general and special damages is highly artificial and illogical, and I know of no rule of law or procedure which allows for such an approach under O 22A of the ROC. It is clear from the Defendants' OTS that they had offered a sum of $15,000 for *all* damages incurred by the Plaintiff to settle the claim, which is a sum greater than the global amount of damages I have assessed (*ie*, $13153.71). It is also curious that the Plaintiff has failed to address the Defendants' OTS at all.

33 I am satisfied that the Defendants' OTS was a serious and genuine offer and see no reason at all to displace the *prima facie* consequences that should follow as set out in O 22A r 9 of the ROC. In the premises, I order that the Plaintiff is entitled to costs till the date of the Defendants' OTS (*ie*, 25 November 2021) on a standard basis. To be clear, I disagree with the Defendants that costs should be assessed *from* the commencement of the action

(*ie*, 2 October 2020). It is evident that the requisite work had been undertaken prior to the commencement of the action, and O 22A r 9(3) of the ROC contains no such limitation. Consequently, the Defendants are entitled to costs, on an indemnity basis, from the Plaintiff that they had incurred from 26 November 2021.

34 As to the quantum of costs in favour of the Plaintiff, as I have noted in the Judgment at [15], on 30 April 2021, interlocutory judgment was entered by consent on a 100% liability basis against both Defendants for damages to be assessed. On 31 August 2021, the Plaintiff filed a statement of special damages and a supplementary list of documents. The next event was on 30 December 2021, where the Plaintiff filed a summons for directions *vide* MC/SUM 6118/2021.

35 In my judgment, the work done by Ms Lee up to 25 November 2021 for the Plaintiff was not significant. Indeed, the major work done (which was mostly unnecessary), including the seeking of numerous adjournments at the pre-trial stage and various medical examinations and follow-up questions to the doctors by Ms Lee occurred *after* that time. Accordingly, considering O 59, Appendix 2 Part IV of the ROC which provides for a range of $3,000 to $6,000 for such actions that are settled or disposed of following an assessment, I fix costs in favour of the Plaintiff at $3,000 (all-in).

36 I now turn to the Defendants' costs. In the opening paragraph of the Judgment, I noted that "[w]hat should have been a straightforward personal injury claim has instead become a protracted and unnecessarily complex proceeding, marked by significant and unjustifiable delays and the Plaintiff's persistence in pursuing claims that were not substantiated by objective medical evidence". In my view, the costs incurred by the Defendants are significant as

the Defendants had to deal with the Plaintiff's very unreasonable conduct. As I have found in the Judgment, the Plaintiff's conduct, which resulted in the Defendants' incurrence of unnecessary costs, includes the following.

37 To begin, even before the ADCDR Conferences, the Plaintiff made a false representation to the court that he was ready to proceed to an ADCDR Conference when he was clearly not, resulting in the striking off of the first Notice of Appointment for Assessment of Damages filed on 31 March 2022 (Judgment at [128]). This wasted the Defendants' time and costs.

38 A total of *nine* pre-trial conferences called pursuant to O 34A of the Rules of Court ("O 34A PTCs") had to be convened before an assessment of damages could proceed (in the State Courts, these PTCs are only called when there is no progress in an action for six months). This was due to the troubling pattern of the Plaintiff continually seeking adjournments to consult yet another medical specialist or to obtain yet another clarificatory report at the pre-trial stage (Judgment at [129]). Significantly, the action was filed in October 2020 with no trial on liability, but the assessment of damages was only heard in April 2025.

39 Relatedly, the Plaintiff failed to instruct Dr Ong in the first instance, necessitating further correspondence and delay (with the attendant incurrence of costs by the Defendants) and unreasonably appointed Dr Tan and Dr Ong as additional medical experts (Judgment at [130]), which resulted in many more medical reports. More than ten substantive medical reports were tendered (Judgment at [64]–[65]) along with a multitude of letters from Ms Lee to the various doctors which ultimately had to be dealt with by the Defendants and

their solicitors. These letters were substantive and included numerous references to online medical literature.[18]

40 Even at the assessment of damages stage of the proceedings, the Plaintiff sought to introduce fresh medical evidence (see Judgment at [36]), which took the Defendants by surprise, for which they had to expend time and effort to respond to at the next tranche. I have also found that the assessment of damages could well have concluded on the first day of the hearing (*ie*, 10 April 2025) with judgment rendered on that very day but for Ms Lee's poor conduct of the assessment of damages proceedings, including a blatant disregard for the basic rules of litigation and her insistence to call Dr Ong to the stand which served no purpose at all (Judgment at [135] and [149]–[153]). Accordingly, the Defendants had to go through *four* tranches during the assessment of damages hearing and to prepare to cross-examine Dr Ong.

41 I agree with the Defendants that the costs guidelines for a Magistrate's Court claim based on O 59, Appendix 2 Part IV of the ROC should be disapplied in light of the significant amount of work done by the Defendant, which is not representative of the complexity of cases (and amount of work required to be

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[18] See *eg*, Letter from Alyssa Lee & Co dated 21 February 2024 to the SGH Lung Centre (Bundle of Documents filed on 7 April 2025 ("BOD") at pp 300–308); Letter from Alyssa Lee & Co dated 11 April 2024 (BOD at p 270); Letter from Alyssa Lee & Co dated 17 April 2024 and accompanying email dated 17 April 2024; (BOD at pp 232–235); Letter from Alyssa Lee & Co dated 22 July 2025 to the SGH Lung Centre (BOD at pp 318–320); Letter from Alyssa Lee & Co dated 27 February 2025 to the SGH Lung Centre (Plaintiff's Second Bundle of Documents dated 15 August 2025 ("2BOD") at pp 4–5); Letter from Alyssa Lee & Co dated 21 September 2023 to Orthopaedic & Traumatic Surgery Pte Ltd (BOD at pp 223–228); Letter from Alyssa Lee & Co dated 17 April 2024 to Orthopaedic & Traumatic Surgery Pte Ltd (BOD at pp 232–234); Letter from Alyssa Lee & Co dated 6 July 2023 to NHCS (BOD at pp 245–251); Letter from Alyssa Lee & Co dated 11 April 2024 to NHCS (BOD at pp 270–273).

done) in the Magistrate's Court. Indeed, for a personal injury claim in the Magistrate's Court, there is typically only one single joint expert but here the Plaintiff appointed two additional medical experts and even sought to disavow the evidence of the SJE that he had appointed (Judgment at [65]). Further, the examination of the witnesses by Ms Lee took much longer than the prescribed time limits under O 108 r 5(5) of the ROC. I shall therefore have regard to the costs guidelines applicable to the District Court, which provide for a range of $6,000–$20,000 (excluding disbursements) for pre-assessment of damages work in personal injury claims and a daily tariff of $2,500–$6,000 during the assessment hearing.

42 Given the significant amount of work done by the Defendants' solicitors from 26 November 2021, including their attendance for four tranches of assessment, I fix costs of $24,000 (all-in) in favour of the Defendants on an indemnity basis. I should add that whilst I had in mind the Plaintiff's poor conduct in determining the quantum of costs, the focus was on how his conduct following the Defendants' OTS had *caused* the Defendants to incur *reasonable* costs unnecessarily. For completeness, the quantum above includes the costs of SUM 1951 which must be in the Defendants' favour given: (a) it was filed by the Plaintiff following the Defendants' OTS; and (b) my finding that the Plaintiff's appointment of Dr Ong and Dr Tan as additional medical experts was wholly unwarranted (Judgment at [130] and [135]).

Personal costs

43 I turn now to whether Ms Lee has shown cause why she should not bear personal responsibility for costs.

The applicable law

44 The relevant provision for personal costs is O 59 r 8 of the ROC, which provides:

> **Personal liability of solicitor for costs (O. 59, r. 8)**
>
> **8**.—(1) Subject to this Rule, where it appears to the Court that costs have been incurred unreasonably or improperly in any proceedings or have been wasted by failure to conduct proceedings with reasonable competence and expedition, the Court may make against any solicitor whom it considers to be responsible (whether personally or through an employee or agent) an order —
>
> (a) disallowing the costs as between the solicitor and his client; and
>
> (b) directing the solicitor to repay to his client costs which the client has been ordered to pay to other parties to the proceedings; or
>
> (c) directing the solicitor personally to indemnify such other parties against costs payable by them.
>
> …

45 The exercise of the court's powers with regard to the imposition of personal costs orders is guided by the three-stage test articulated in the English Court of Appeal's decision in *Ridehalgh v Horsefield* [1994] Ch 205 ("*Ridehalgh*") at 231 as endorsed by the Court of Appeal in *Tang Liang Hong v Lee Kuan Yew* [1997] 3 SLR(R) 576 ("*Tang Liang Hong*") at [71]:

> (a) first, whether the advocate and solicitor acted improperly, unreasonably or negligently;
>
> (b) second, if so, whether the conduct had caused the other party to incur unnecessary costs; and
>
> (c) third, if so, whether it is in all the circumstances just to order the advocate and solicitor to bear costs personally.

46 In relation to the first limb of the test, the Court of Appeal in *Tang Liang Hong* at [71] similarly endorsed the following exposition given by the court in *Ridehalgh* (at 232 –233):

> 'Improper' … The adjective covers, but is not confined to, conduct which would ordinarily be held to justify disbarment, striking off, suspension from practice or other serious professional penalty. It covers any significant breach of a substantial duty imposed by a relevant code of professional conduct. But it is not in our judgment limited to that. Conduct which would be regarded as improper according to the consensus of professional (including judicial) opinion can be fairly stigmatised as such whether or not it violates the letter of a professional code.
>
> 'Unreasonable' … The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently. The acid test is whether the conduct permits of a reasonable explanation …
>
> The term 'negligent' was the most controversial of the three … That expression does not invoke technical concepts of the law of negligence … we are clear that 'negligent' should be understood in an untechnical way to denote failure to act with the competence reasonably to be expected of ordinary members of the profession.
>
> …
>
> We were invited to give the three adjectives (improper, unreasonable and negligent) specific, self-contained meanings, so as to avoid overlap between the three. We do not read these very familiar expressions in that way. Conduct which is unreasonable may also be improper, and conduct which is negligent will very frequently be (if it is not by definition) unreasonable. We do not think any sharp differentiation between these expressions is useful or necessary or intended.

47 However, as observed by the Court of Appeal in *Tan King Hiang v United Engineers (Singapore) Pte Ltd* [2005] 3 SLR(R) 529 at [19], the terms "improper", "unreasonable" and "negligent" are not meant to be mutually

exclusive. This is unsurprising, given the myriad of circumstances when counsel might be said to be acting improperly, unreasonably or negligently. Much will depend on the particular facts of the case and the conduct of the counsel in question: *Syed Suhail bin Syed Zin and others v Attorney-General* [2022] 5 SLR 93 at [4].

48 It must also be stressed that the advocate and solicitor is not obliged to prove that a personal costs order should not be made. However, where the advocate and solicitor has been made to show cause, as is the case here, the evidential burden is shifted to him or her: *Ridehalgh* at 239; *Tang Liang Hong* at [72].

Whether Ms Lee had acted improperly, unreasonably or negligently

49 In my judgment, Ms Lee had acted improperly, unreasonably and negligently in three key respects.

50 The first concerns the seeking of multiple clarificatory medical reports and Ms Lee's treatment of objective medical evidence. Ms Lee's main defence is that she had carried out her duty as the Plaintiff's solicitor in asking for the various clarificatory medical reports from the various doctors as the prior reports were deficient and did not address the issues raised in her letters to the doctors (see [15] above).

51 I reject Ms Lee's argument. As I have found (at [39] above), Ms Lee had sent a multitude of lengthy letters to the various doctors which included numerous references to online medical literature. While it is open for solicitors to seek clarificatory questions, Ms Lee's conduct went beyond what is permissible. Ms Lee had embarked on her own medical research and formed views on the medical issues, which she attempted to put to the doctors but which

they rejected. Despite being rejected by the doctors, she persisted in posing further clarificatory letters to them and even sought to make submissions on medical issues based on her own views on the medical evidence which were squarely contradicted by the Plaintiff's own doctors (Judgment at [156]). Moreover, having perused the reports, the initial reports were objectively clear. It is because of Ms Lee's dissatisfaction with the conclusions set out in the reports that she proceeded to procure further clarificatory reports.

52 I accept Ms Wen's evidence in that the Plaintiff had countenanced Ms Lee's conduct in seeking further clarifications. However, at the highest, this meant that Ms Lee did not pressure or coerce the Plaintiff to seek further clarificatory reports from the various doctors and undergo further medical consultations with Dr Ong and Dr Tan. It does not absolve Ms Lee of her conduct which displayed a clear disregard for the medical evidence and an attempt to advance claims without foundation (Judgment at [156]). By persisting in advancing submissions which completely flew in the face of objective medical evidence by the Plaintiff's own doctors, Ms Lee had also breached her paramount duty to the court. I shall return to the issue of a solicitor's duty to the court below. Insofar as whether Ms Lee had acted improperly, unreasonably and negligently, one situation where a personal costs order might be appropriate is "where the solicitor advances a wholly disingenuous case or files utterly ill-conceived applications even though the solicitor ought to have known better" (*Bintai Kindenko Pte Ltd v Samsung C&T Corp* [2018] 2 SLR 532 at [67]). Accordingly, I am of the view that Ms Lee had acted improperly and unreasonably by seeking multiple clarificatory medical reports and making submissions at the close of the assessment of damages hearing which were completely unsustainable by objective medical evidence.

53 The second is Ms Lee's failure to conduct the proceedings properly at the pre-assessment stage. This relates to the above, as the delay was caused in large part by the introduction of fresh medical evidence and Ms Lee's repeated requests for clarificatory reports. I found in the Judgment (at [19] and [128]) that the Plaintiff misrepresented to the court that he was ready to proceed to an ADCDR Conference when he was manifestly not, and filed a Supplementary List of Documents on 30 March 2023 for the sole improper purpose to prevent the automatic discontinuance of the action. In my judgment, these procedural steps are attributable to Ms Lee as the Plaintiff is not a sophisticated litigant. Nothing in Ms Wen's affidavit has stated that the Plaintiff was responsible for these specific actions. As I have found, the excessive adjournments and dilatory conduct were driven more by counsel's strategy than any fault on the part of the Plaintiff (Judgment at [143]).

54 I highlighted my concerns (at [148] of the Judgment) regarding Ms Lee's conduct during the third and fifth O 34A PTCs where it appeared that Ms Lee had made a misrepresentation to DR Toh during the fifth O 34A PTC that she had sought certain clarifications from the Plaintiff's cardiologist, Dr Tan and had previously told the court about this, but there appeared to be no record of such a statement having been made. Further, Ms Lee's conduct in seeking further reports after the third O 34A PTC on 19 December 2023 was inconsistent with her express confirmation to Senior Deputy Registrar Chiah Kok Khun ("SDR Chiah") during the third O 34A PTC that all that was remaining was Dr Ong's respiratory report.

55 Despite the fact that Ms Lee has been fully capable of making her submissions on costs, including the references to a considerable volume of irrelevant material (see [17]–[19] above), she has utterly failed to account, in her submissions, for my concern that she had made material misrepresentations

to the court. The irresistible inference is, therefore, that Ms Lee had knowingly misrepresented matters to the court.

56 The final main instance of Ms Lee having acted improperly and unreasonably was her clear disregard for the most fundamental rules of civil procedure. Ms Wen has averred that Ms Lee was conveying Ms Wen's request for her to assist the court's Mandarin interpreter in interpreting Hakka during the assessment of damages hearing to me during the first tranche of the assessment hearing (see [15(c)] above). However, this does not absolve Ms Lee of her responsibility. In fact, by going along with Ms Wen's suggestion, Ms Lee has demonstrated that she does not appreciate the role of interpreters and the imperative for them to be independent (see also the Judgment at [150]). In attempting to show cause, Ms Lee has also completely failed to account for the other examples that I had raised in the Judgment which showcase her clear indifference to basic procedure. These include:

(a) her inclusion of improper documents in the Plaintiff's Second Bundle of Documents that was dated and filed on 16 May 2025 ("the 16 May 2BOD") which was filed in the middle of the assessment proceedings without leave of Court (and later expunged), including a document whose main purpose was to shore up deficiencies in the Plaintiff's case as revealed during cross-examination (Judgment at [34]–[41] and [151]);

(b) her examination of the witnesses in a wholly improper manner as Ms Lee possessed no real appreciation of the differences between a cross-examination and re-examination, nor the rule in *Browne v Dunn* (1893) 6 R 67 (Judgment at [42]–[48] and [152]);

(c) her failure to adequately prepare for the re-examination of the Plaintiff despite specifically being given additional time to prepare (Judgment at [46] and [153]); and

(d) her insistence to conduct an oral examination-in-chief of the cardiothoracic surgeon, Dr Ong, without the requisite leave of Court even though Dr Ong's medical reports stood in lieu of an AEIC (Judgment at [51] and [154]).

57 By the above, I must conclude that Ms Lee's conduct was improper, unreasonable and negligent within the meanings set out in *Ridehalgh*.

Whether Ms Lee's wrongdoings caused the Defendants to incur costs

58 Turning to the second limb of the *Ridehalgh* test, it is evident that Ms Lee's conduct had caused the Defendants to incur additional costs. As I have mentioned above, the Defendants were put through a seriously protracted proceeding due to the various clarificatory reports and the appointment of additional medical experts, in which significant costs were also incurred by them to deal with the many improper letters and weblinks that Ms Lee had posed to the medical experts.

59 Ms Lee's intransigence in conducting the examination of witnesses in an improper manner had also caused the assessment of damages proceedings to unnecessarily drag on for four tranches. As I have noted in the Judgment at [52], during the last tranche of the assessment, Ms Lee even refused to heed her assisting counsel, Mr Manicka's advice that her approach was improper, even though Mr Manicka, an advocate and solicitor senior to Ms Lee, was specifically brought in following Ms Lee's performance at the earlier hearings.

Whether it is in all the circumstances just to order Ms Lee to bear costs personally

60 In determining whether it is all in the circumstances just and appropriate to impose a personal costs order, it is appropriate to discuss a solicitor's paramount duty to the court.

61 An advocate and solicitor owes a paramount duty to the court which overrides his or her duties to the client (see *Bachoo Mohan Singh v Public Prosecutor and another matter* [2010] 4 SLR 137 ("*Bachoo Mohan Singh*") at [113]; *Law Society of Singapore v Seah Zhen Wei Paul and another matter* [2024] 5 SLR 915 ("*LSS v Paul Seah*") at [62]–[69]). There are many facets to a solicitor's duty to the court: *Bachoo Mohan Singh* at [114]. I will discuss three.

62 The first is that "counsel are not the mere 'mouthpieces' of their clients. They are not mere automatons, executing every instruction of the client": *BOI v BOJ* [2018] 2 SLR 1156 at [3] and [139]. As I have alluded to (at [146] of the Judgment), "[e]ven if the Plaintiff himself had insisted on undergoing further medical examinations, thereby unnecessarily prolonging the proceedings, and made submissions that were not supported by the objective medical evidence, this does not absolve Ms Lee of responsibility for her approach." It is also no answer for Ms Lee to rely on the Plaintiff's countenance by way of Ms Wen's affidavit to seek to excuse her unprofessional conduct.

63 Another facet of a solicitor's duty to the court lies in "assisting the court to reach a proper resolution of the dispute in a prompt and efficient manner"; "[i]t is incumbent upon solicitors to assist the court in the efficient utilisation of is limited resources": *LSS v Paul Seah* at [64]. It is evident that Ms Lee conducted these proceedings in a manner that was the very antithesis of this duty.

64 Yet another aspect of a solicitor's duty to the court, which has been described as "the bare minimum required of a solicitor" (*LSS v Paul Seah* at [67]), is the duty *not* to mislead the court. The significance of this duty, otherwise known as a solicitor's duty of candour, cannot be understated. The Court of Three Supreme Court Judges ("C3J") in *LSS v Paul Seah* at [66] cited the following passages in *Law Society of Singapore v Ravindra Samuel* [1999] 1 SLR(R) 266 in explaining the significance of a solicitor's duty of candour:

> 12 … The administration of justice can only proceed on the basis that solicitors can place reliance upon the honesty of the solicitors with whom they deal. The public too must be able to repose confidence in a profession which plays so indispensable a part in the administration of justice. Similarly, ***the courts of this country must be able to depend on the honesty and integrity of all practitioners appearing before them and to expect that they will maintain the highest standards of personal honesty and integrity in their dealings with the courts.***
>
> 13 There is therefore a serious responsibility on the court, a duty to itself, to the rest of the profession and to the whole of the community, to be careful ***not to accredit any person as worthy of public confidence and therefore fit to practise as an advocate and solicitor who cannot satisfactorily establish his right to those credentials***. In the end therefore, the question to be determined is whether the solicitor in question is a fit and proper person to be an advocate and solicitor of the court, and the orders to be made are to be directed to ensuring that, to the extent that he is not, his practice is restricted.
>
> [emphasis added in bold italics]

65 The C3J in *LSS v Paul Seah* also cited [30] of the High Court's decision in *Public Trustee and another v By Products Traders Pte Ltd and others* [2005] 3 SLR(R) 449 with approval:

> ***Misleading or deceptive conduct can be passive or active or a combination of both. It is passive when material facts are concealed and/or there has been economy with the truth. It is active when untruths are deliberately articulated and/or facts misrepresented.*** Given the broad spectrum of activity it encompasses, it would be pointless to

> attempt to precisely or exhaustively define it … What can be asserted with confidence, however, is that the solicitor's duty of candour to the court in any given matter is indivisible, uncompromising and enduring. ***The failure to be candid with the court can lead to misleading and/or deceptive conduct on the part of a solicitor.***
>
> [emphasis added in bold italics]

66 As I have found at [54]–[55] above, Ms Lee misled the court by expressly confirming to SDR Chiah during the third O 34A PTC on 19 December 2023 that *all that was remaining* was Dr Ong's respiratory report but sought to introduce many other reports thereafter. Furthermore, in seeking a further adjournment, Ms Lee misrepresented to DR Toh during the fifth O 34A PTC that she had previously *told* the Court that she had sought certain clarifications from the Plaintiff's cardiologist, Dr Tan. These misrepresentations are particularly serious as they go to the root of the delays and the unnecessary complexity that came to characterise these proceedings, which in turn resulted in unnecessary costs.

67 Ms Lee also exhibited misleading conduct during the assessment proceedings. She attempted to furnish an advertisement containing the properties and uses of a traditional Chinese medication ("Tian Qi powder") even though by that point, the Plaintiff had already completed his cross-examination and in particular had been cross-examined as to the uses of the Tian Qi powder. Her conduct was rather misleading as the advertisement was simply exhibited in the 16 May 2BOD three days before the second tranche of the proceedings. Notably, the 16 May 2BOD was filed without leave of Court and the inclusion of the advertisement was clearly to shore up deficiencies in the Plaintiff's case as revealed during cross-examination. It was counsel for the Defendants who discovered the advertisement and drew my attention to it, before objecting to

the admissibility of the 16 May 2BOD altogether which I had sustained (Judgment at [37]).

68 In light of Ms Lee's breaches of *multiple* facets of a solicitor's paramount duty to the court, and the consequences that her conduct has caused, including the incurrence of significant costs on the part of the Defendants and the waste of judicial time and resources, a personal costs order is unavoidable.

69 In fact, the relevance of deterrence and punishment fortifies the conclusion that a personal costs order should be made. As explained by the English Court of Appeal in *Ridehalgh* at 227 (cited with approval by the High Court in *Tan Hai Peng Micheal and another (as the executors of the estate of Tan Thuan Teck, deceased) v Tan Cheong Joo and another and other matters* [2026] SGHC 49 ("*Tan Hai Peng Micheal*") at [64]), personal costs orders serve both compensatory and punitive purposes. The punitive component "brings into sharp focus the imperative of deterring improper conduct and upholding the standards of the legal profession": *Tan Hai Peng Micheal* at [64].

70 Ms Lee does not appear to appreciate the implications of her conduct. In her submissions on why personal costs should not be ordered, Ms Lee made extensive references to other material, including her 20 March 2026 Affidavit, which contains various grounds of alleged *prima facie* errors made by the DJ in dismissing RA 3. Ms Lee repeated various arguments on the merits of the Plaintiff's claim for damages to explain away her conduct, but these arguments were already rejected by me at first instance and the DJ on appeal. This suggests to me that Ms Lee continues to lack ethical insight into her responsibility for what had occurred.

71 Accordingly, I am fully convinced that it is just and appropriate to impose a personal costs order on Ms Lee.

The appropriate quantum of personal costs

72 I turn now to consider the appropriate quantum of the personal costs order. The High Court in *Tan Hai Peng Micheal* at [64] had cited [79] of the High Court Registry's decision of *Tajudin bin Gulam Rasul and another v Suriaya bte Haja Mohideen* [2025] SGHCR 33, which emphasises the principle of deterrence, with approval:

> … The consequence imposed should be sufficiently severe to deter the individual advocate and solicitor from repeating his improper conduct and to send a strong signal to other advocates and solicitors that such improper conduct will not be tolerated. Otherwise, an unduly lenient consequence may send the wrong signal that the court views such conduct lightly.

73 In my judgment, in light of Ms Lee's clear lack of remorse and ethical insight into her wrongdoing, and the fact that this was a repeat pattern of behaviour before our courts (see Judgment at [145]), a significant degree of specific deterrence is warranted. General deterrence is also relevant, in order to signal to the profession at large, particularly advocates and solicitors handling such personal injury claims before the State Courts, that similar conduct may attract appropriate sanctions.

74 Whilst it is not the case that Ms Lee's conduct had caused the Defendants to incur *all* the $24,000 of costs (all-in) which I have awarded the Defendants on an indemnity basis (see [42] above), I remain of the view that most were attributable to Ms Lee's conduct. Further, the High Court in *Tan Hai Peng Micheal* at [64] explained that the determination of the quantum of personal costs is not a mathematical exercise but is instead grounded in considerations including the egregiousness of the conduct. This is because, as

mentioned above, personal costs orders serve both compensatory and punitive purposes.

75 In my judgment, Ms Lee's conduct was plainly serious. I, therefore, order that the costs of $24,000 (all-in) payable by the Plaintiff to the Defendants shall be borne fully by Ms Lee. If the costs awarded to the Defendants were considerably lower, I would have enhanced the quantum of personal costs to give effect to the punitive element of the costs order. However, in my view, $24,000 is sufficient to serve both the compensatory and punitive elements of the personal costs order.

76 In addition to an order "directing the solicitor to repay to his client costs which the client has been ordered to pay to other parties to the proceedings" (O 51 r 8(a)(*b*) of the ROC), which is the net effect of the order in the preceding paragraph, O 51 r 8(1)(*a*) of the ROC allows the court to make an order "disallowing the costs as between the solicitor and his client". In *Singapore Shooting Association and others v Singapore Rifle Association* [2020] 1 SLR 395, the Court of Appeal was inclined to disallow or limit the recovery of the costs between the respondent and its solicitors "because of the grossly disproportionate and ill-advised manner" in which the court considered the litigation to have been conducted both on appeal and at first instance (at [186]). The Court of Appeal therefore directed the respondent's solicitors to show cause why such an order under r 8(1)(*a*) should not be made.

77 Although the Plaintiff may have approved of Ms Lee's conduct in seeking the further medical reports, since the Plaintiff is not particularly sophisticated, and that Ms Lee's conduct of the proceedings was disproportionate and ill-advised, I shall make an order limiting solicitor and client costs to no more than $5,000 (all-in). This amount represents a reasonable

estimate of the amount of solicitor-and-client costs that ought to be incurred for such matters *had* Ms Lee conducted herself to the standards of a reasonable advocate and solicitor. I have given a conservative estimate in light of Ms Lee's conduct.

Conclusion

78 In summary, I make the following costs orders:

(a) the Defendants are to pay the Plaintiff costs fixed at $3,000 (all-in) for work done prior to the Defendants' OTS on a standard basis;

(b) the Plaintiff is to pay the Defendants costs fixed at $24,000 (all-in) on an indemnity basis for the costs incurred by the Defendants following the Defendants' OTS;

(c) the costs in favour of the Defendants in the preceding paragraph shall be wholly borne by Ms Lee personally; and

(d) the solicitor-and-client costs between the Plaintiff and Ms Lee shall be limited to $5,000 (all-in).

79 In making the above costs orders, I had regard not only to the significant and unnecessary costs incurred by the Defendants and Ms Lee's conduct, but also to the interests of the Plaintiff, Mr Wen Hanrong. The Plaintiff, an elderly man from the PRC, was the victim of an unfortunate road traffic accident in 2017. Although the matter was by all appearances a typical and straightforward personal injury claim, he was subjected to unnecessary medical examinations and protracted proceedings for many years. A court of law has a duty to protect lay litigants from improper conduct by solicitors, in furtherance of access to justice and the just and expeditious disposal of proceedings in which all litigants

expect from our justice system. While I am mindful that the personal costs order imposed on Ms Lee is not insubstantial, any lesser order would have the effect of shifting a significant financial burden onto the Plaintiff. That would be unjust.

Don Ho
Deputy Registrar

Lee Nyet Fah Alyssa (Alyssa Lee & Co), Gerald Ling (Ling & Ling LLC) and Manicka Karuppiah (Manicka & Company) for the plaintiff;
Phua Cheng Sye Charles and Chee Hui Yen Charlene Clara (PKWA Law Practice LLC) for the defendants.
