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DISTRICT JUDGE TAY JINGXI
12 JUNE 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 71

Magistrate Court Originating Claim No 3730 of 2025

Between

PS 23 Interior Pte. Ltd.

... Claimant

And

Andrew Tan Tong Sin

... Defendant

JUDGMENT

[Building and Construction Law] – [Building and construction contracts] –
[Renovation contracts and contracts for minor works]
[Contract] – [Breach]
[Contract] – [Contractual terms]
[Contract] – [Variation]

[Tort] – [Negligence]

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PS 23 Interior Pte. Ltd.

v

Andrew Tan Tong Sin

[2026] SGMC 71

Magistrate Court Originating Claim No 3730 of 2025
District Judge Tay Jingxi
27 March, 15 May 2026

12 June 2026

Judgment reserved.

District Judge Tay Jingxi

A Introduction.

1 The Claimant, PS23 Interior Pte. Ltd., a company in the renovation and interior design business, sues the Defendant, Andrew Tan Tong Sin, its client at the material time, on the basis of unpaid invoices issued pursuant to a renovation contract. The contract in question takes the form of a quotation for design and renovation works dated 23 September 2021 (the “**Quotation**”), which was subsequently varied at least three times.¹ These design and renovation works (the “**Works**”) were to be carried out at the Defendant’s landed property located at Old Upper Thomson Road, Singapore (the “**Property**”).

¹ Statement of Claim (“**SOC**”) at [3] and [5].

2 It is not disputed that the terms of parties' agreement are captured in the Quotation. What is disputed, as I will discuss later on in this judgment, pertains to *which document* accurately captures the terms of the subsequent variations. In short, there are two versions of the said document containing the details of these variation orders,² with material differences between the two. In this judgment, I will collectively refer to the Quotation and the three variation orders as the "**Contract**". This definition will encompass the terms of the variation orders which I find parties to have agreed to later in this judgment.

B Summary of parties' cases.

3 The Claimant's case is that the Defendant failed to make payment of a sum of \$31,604.13 for the works done under the Contract.³ The Defendant was billed for these works via two Invoices, Invoice 22003 and Invoice 23004 (the "**Two Invoices**"), which the Claimant says have not been paid to date.⁴

4 The Defendant denies that the Claimant completed all the works required by the Contract.⁵ He also counterclaims for the cost of rectification works which he says were required to fix defective works caused or created by the Claimant (in the sum of \$59,271.40),⁶ as well as for the return of monies he had paid for works which he and the Claimant eventually agreed not to do (in the sum of \$15,065).⁷ In respect of the allegedly defective works, the Defendant

² Notes of Evidence ("**NE**") on page 24, lines 9 to 11.

³ SOC at [8] to [11] and [19].

⁴ SOC at [8] to [11].

⁵ Defence & Counterclaim ("**D&CC**") at [D7].

⁶ D&CC at [D7] and [23].

⁷ D&CC at [3], [6], [9], and [24].

pleads a total of 12 such works at [D7] of his D&CC (henceforth, the “**Alleged Defects**”).

C Issues.

5 Four key issues arise for my determination:

(a) First, as a preliminary question, who did the Defendant contract with to renovate the Property? (“**Issue 1**”)

(b) Second, which version of the variation orders accurately captures the terms of parties’ Contract? (“**Issue 2**”)

(c) Third, does the Defendant owe the Claimant a total sum of \$31,604.13 based on the Two Invoices? (“**Issue 3**”)

(d) Fourth, did the Claimant breach the Contract by failing to complete its works and/or causing or creating the Alleged Defects? (“**Issue 4**”)

6 I proceed to deal with these issues in the order stated above.

7 At the end of my analysis, I allow the claim – but only in part – and I dismiss the counterclaim. My reasons are as follows.

D Issue 1: Who did the Defendant contract with to renovate the Property?

8 There is some allusion in the Defendant’s Affidavit of Evidence-in-Chief (“**DAEIC**”) as to whether the Claimant was the proper contracting counterparty.⁸ According to the Defendant, the company he contacted to

⁸ DAEIC at [4] to [9].

renovate his Property was not the Claimant but Oak3 Design and Build Pte Ltd (“**Oak3**”).⁹ For unknown reasons, it was the Claimant and not Oak3 that ended up issuing the Quotation to the Defendant.¹⁰ It was also the Claimant and not Oak3 that issued the Two Invoices to the Defendant.¹¹ The Defendant then rounded all this off by stating that “*Jackie was my interior designer whether she was representing Oak3 or [the Claimant]*”.¹² Implicit in this statement is an assertion that Ms Jackie Ong Chiew Yen¹³ (“**Ms Ong**”) ought to have been the proper contracting party instead of the Claimant.

9 Arising from all this is the suggestion there might be three potential candidates in respect of the party who actually contracted with the Defendant to perform the Works to the Property: the Claimant, Oak3, or Ms Ong. Despite this, the parties (including the Defendant) did not spend any time on this question at trial. They seemed to be content to assume that the Claimant was the correct plaintiff in this case. The Defendant also did not raise any argument to the opposite effect in his closing submissions.

10 In light of the above, and despite the somewhat unsatisfactory lack of address on this issue from either side, I take it that parties do not dispute that the Claimant was the entity who provided the design and renovation services to the Defendant under the Contract and is therefore the correct party in law to bring the claim.

⁹ DAEIC at [4].

¹⁰ Claimant’s Bundle of Documents (“**CBOD**”) at 66 to 70.

¹¹ CBOD at 88 and 94.

¹² DAEIC at [8].

¹³ NE on page 4, lines 8 to 16. Ms Ong’s name in her NRIC is “Ong Chiew Yen”, but she was known to the Defendant and referred to in her AEIC as “Jackie Ong”.

11 I therefore proceed to consider the merits of the claim and counterclaim.

E Issue 2: Which version of the variation orders accurately captures the terms of parties’ Contract?

12 A potential discrepancy regarding the number of variation orders issued by the Claimant to the Defendant must first be reconciled. In Invoice 22003, a particular line refers to the “*contract plus 4 VO, 1 ommison (sic)*”.¹⁴ It is not disputed that the acronym “VO” stands for variation order, and was in fact used by parties to refer to “variation orders” at the trial. However, the details and balances payable under the Contract for only *three* VOs were listed following that line, not four. I do not know why this is the case, and the Claimant gave no explanation for this apparent contradiction. Hence, despite that line, I will take the variation works that Invoice 22003 is referring to as only encompassing the *three* VOs which are explicitly listed, being VO1, VO2, and VO3. What I am therefore concerned about in this judgment are these three VOs only.

13 To set the scene, I briefly summarise parties’ cases in respect of the variation works under these three VOs before moving on to the material discrepancies in the documents alluded to at [2] above.

(a) The Claimant argues that it had completed all the works under each VO by February 2023.¹⁵

(b) The Defendant disputes several aspects relating to the variation works for which the three VOs were issued. First, he denies the Claimant’s assertion that all variation works had been completed.¹⁶

¹⁴ CBOD at 79.

¹⁵ SOC at [7].

¹⁶ D&CC at [D7].

Here, he raises the Alleged Defects on which his counterclaim rests.¹⁷ Second, the Defendant highlights that the version of the document titled “VO2” which he received from the Claimant¹⁸ is *different* from the version of “VO2” which the Claimant tendered at trial.¹⁹ Based on [36] to [45] of the DAEIC, the Defendant’s case is that the version he received ought to be followed, in terms of the work allegedly done and the cost of the same.

14 Having examined both sets of documents, it is clear to me that the versions of the “VO2” document tendered by both parties are different in several material respects. I set out some of these differences out below:

	<i>Claimant’s version tendered at trial</i>	<i>Defendant’s version received from Claimant</i>
<i>Sub-total (G7) for Omission 1</i>	\$28,295	\$33,385
<i>Sub-total for Omission 2</i>	\$13,680	\$21,910
<i>Omissions (total)</i>	\$41,975	\$55,295

15 What is also confusing about this document titled “VO2” is that details pertaining to VO3, as well as two sets of works that were *not* done (i.e., “**Omission 1**” and “**Omission 2**”), *also* appear within that document. There was also no stand-alone document titled “VO1” adduced by the Claimant into evidence, despite VO1 being referred to in Invoice 22003 and despite the burden falling on the Claimant to prove that it is entitled to payment on the total sought in Invoice 22003 (which would include the cost of VO1). Bluntly put, the Claimant’s documentary evidence was messy and confused.

¹⁷ D&CC at [D7].

¹⁸ Bundle of Affidavits of Evidence-in-Chief (“**BA**”) at 341 to 344.

¹⁹ CBOD at 74 to 78.

16 What is also concerning is the fact that the first time the Defendant had sight of the Claimant’s version of the document titled “VO2” was at the point Ms Ong’s AEIC was served on the Defendant.²⁰ In his closing submissions (the “CS”), counsel for the Claimant did not dispute the existence of these inconsistencies between the two versions of the “VO2” document, and also did not dispute the fact that the first time the Defendant would have been aware of these discrepancies was only *after* pleadings had closed, at the point AEICs were exchanged.²¹ Despite all this, counsel for the Claimant sought to persuade me *not* to consider these discrepancies on the basis that they had not been pleaded by the Defendant.²²

17 I have little difficulty in rejecting this argument. Whilst I agree that the technically correct thing for the Defendant to have done was to apply to amend his pleadings after reviewing the Claimant’s version of the “VO2” document, the more important issue is that the Claimant, being the creator of *both* versions of the “VO2” document and presumably being aware of that fact that it intended to adduce and rely on a *different version* of this document from the one it had sent to the Defendant, failed to explain why there were two versions of the said document,²³ why it did not send its version of the “VO2” document to the Defendant, or why its version ought to be relied on. Equally worrying is Ms Ong’s testimony that her “*omission and VO is a bit not right (sic)*”,²⁴ which I take to be her concession that the omissions and VOs – be it the Claimant’s version or the Defendant’s version of the “VO” document – *are not correct*. All

²⁰ NE on page 24, lines 18 to 22.

²¹ CS at [62] to [67].

²² CS at [66].

²³ CS at [13g].

²⁴ NE on page 28, lines 14 to 16.

these are important factors in my consideration of which copy of the “VO2” document accurately captures parties’ agreement as to the scope of the variation works to be carried out.

18 Going back to the point on pleadings, the case cited by the Claimant in support of its argument²⁵ – *How Weng Fun and ors v Sengkang Town Council and other appeals* [2023] SGCA 21 (“**How Weng Fun**”) – in fact *also* stands for the proposition that the Court can allow an unpleaded point to be raised and determined where it would be clearly unjust for the Court not to do so (at [20]). This is precisely the result here if I do not consider this unpleaded point on the discrepancies between the two “VO2” documents. Doing so would severely limit my ability to decide on *which version* of the “VO2” document ought to be followed. This decision has critical consequences for my decision on the claim because Invoice 22003 bills the Defendant for the works done under these three VOs *and* gives credit to the Defendant for two sets of works that were not done (i.e., referred to as “Omission 1” and “Omission 2”). All this would affect the quantum of the Claimant’s award if the claim were allowed. The justice of the case, and the pursuit of the truth as to what parties’ agreement in relation to the variation works was, demand that the inconsistencies between both sets of the “VO2” document be examined. Finally, the Claimant cannot claim prejudice as a result of my decision on this matter because it was given a fair chance to explain these discrepancies and answer to which variation works the Claimant did or did not carry out in cross-examination. Counsel for the Claimant also dealt with these discrepancies in closing submissions.²⁶

²⁵ CS at [58(II)].

²⁶ CS at [70] to [72].

19 I therefore proceed to consider which version of the “VO2” document accurately captures the nature and scope of the variation works which had been agreed on by parties. To avoid confusion, I will refer to the version of the “VO2” document adduced by the Claimant in the CBOD as the “CVO” and the version adduced by the Defendant in his AEIC as the “DVO”. I will refer to the terms of the second variation order contained within each document as “VO2”. In undertaking this analysis, I start by considering the three VOs to see whether these items of work have been agreed on by parties and, if so agreed, whether these agreed items of work had in fact been completed by the Claimant. I will then proceed to consider Omissions 1 and 2 to see if they correctly reflect the works that were removed from the scope of the Contract and which the Claimant did not eventually carry out.

(a) The Claimant is entitled to payment of \$13,609.73 for the works done in respect of VO3.

20 I start by considering VO3 rather than VO1, as VO3 is, practically and evidentially speaking, the neatest of the three VOs to deal with. The items allegedly agreed on by parties in respect of the third set of variation works are identical across the CVO and DVO, save for one item pertaining to the construction of a washing machine kerb at \$200. This item was only reflected in the CVO and not the DVO. Hence, in respect of VO3, the following works are what the Claimant asserts were agreed on under the third variation of the Contract:

<i>s/no.</i>	<i>Works²⁷</i>	<i>Cost</i>
1	TABLE TOP BILL direct :FROM HUA KIAN	\$9,434.73
2	Unchoke x2 during reno	\$700
3	Repair timber	\$350
4	Connect/run water dispenser pipes	\$400

²⁷ All editorial errors in the description of the works are in the original.

5	Run Dish washer point	\$250
6	Alter/Pvc pipes @ dry kitchen	\$850
7	Additional Ceiling work see attachment	\$1,625
8	Construct Washing machine kerb (only appears in CVO)	\$200
Total:		\$13,809.73

21 To be entitled to payment of \$13,809.73, the Claimant must prove that parties had agreed for the eight above-stated work items to be carried out and that it had in fact completed the works required by these eight items.

22 The evidence adduced by parties in this respect was far from helpful.

(a) The Claimant did not adduce any objective proof of it completing these variation works. If any of the photographs or messages appended to the Claimant’s Affidavit-of-Evidence-in-Chief (“CAEIC”) do in fact depict these completed variation works, counsel for the Claimant did not draw the link between those pieces of evidence and these works. I am also unable to discern which items listed in [11] of Ms Ong’s AEIC, which asserts all the variation works that the Claimant had carried out, pertain to the items in VO3.

(b) On the other hand, the Defendant, despite highlighting the conflicting documentary record pertaining to VO3 and despite seeking to rely on the smaller figure of \$13,609.73 as being value of the works done under VO3²⁸, did not put to Ms Ong his disagreement with any of the terms of VO3 or that the Claimant had failed to carry out any of these eight items of work.

²⁸ DAEIC at [37].

23 I am therefore constrained by this state of affairs in making my decision on VO3. My findings in this respect are as follows:

(a) The legal *and* evidential burdens of proof ultimately rests on the party bringing the claim (see Section 103 of the Evidence Act 1893 (“EA”). In other words, the Claimant must adduce sufficient evidence to prove the agreed terms under VO3 and that the works required by VO3 to be carried out had in fact been carried out.

(b) Given that the Defendant was content to use the figure of \$13,609.73 to calculate the value of the works under VO3,²⁹ he is arguably conceding two things: first, that he had agreed to seven out of eight terms under VO3 (excluding the term pertaining to the washing machine kerb); and second, that the Claimant had, at the very least, completed all the works required by these seven agreed terms amounting to a total value of \$13,609.73. Accordingly, I find that parties had agreed for the Claimant to carry out the seven additional items of work listed at s/n 1 to 7 of the table at [20] above. I further find that the Claimant had duly completed these seven items of work.

(c) In his pleadings, the Defendant explicitly disputes that the Claimant had completed all variation works.³⁰ (The last sentence of [1] of the CS is therefore incorrect insofar as this is concerned.) In [37] of his AEIC, the Defendant implicitly disputes, at the very least, that the Claimant had constructed the washing machine kerb. In light of this, and given that the Claimant wishes this Court to believe that it had completed all works required by VO3, the burden of proving that parties

²⁹ DAEIC at [37].

³⁰ D&CC at [D5].

had agreed for this kerb to be constructed and that the Claimant *had* in fact constructed it falls on the Claimant (see s 105 EA). The Claimant adduced no such evidence in this regard. In fact, Invoice 22003, which was issued by the Claimant, contradicts the Claimant's own version of VO3; that Invoice reflects the total value of VO3 as \$13,609.73 and *not* \$13,809.73.³¹ Accordingly, I find that the term at s/n 8 of VO3 is not proved. I further find that the Claimant has failed to prove that it had in fact constructed the washing machine kerb ostensibly as required by VO3.

24 Accordingly, the Claimant is entitled to be paid **\$13,609.73** for the works it had carried out pursuant to VO3.

(b) The Claimant is entitled to payment of \$37,360 for the works done in respect of VO2.

25 I move on to consider the work to be done pursuant to VO2. Ascertaining the terms of VO2 was particularly confusing. On the face of the CVO and the DVO, the works under the headers "Additional 1" and "Additional 2" *might* have been loose references to VO1 and VO2 respectively. However, a closer scrutiny of the extrinsic documents reveals that this cannot be the case. Invoice 22003 refers to the value of VO2 as being \$37,360. This is the sum total of the works under "Additional 1" and "Additional 2" in the CVO and the DVO. The Defendant in his AEIC also referred to the value of VO2 as being \$37,360.³² Invoice 22003 refers to the value of the works under VO1 as being \$9,158. The Defendant appears to accept this.³³ Critically, there is, as mentioned earlier (see

³¹ CBOD at 79.

³² DAEIC at [37].

³³ DAEIC at [37] and [41].

[15] above), no document titled “VO1” and no document reflecting the total sum of \$9,158 adduced into evidence.

26 From the above, I deduce that parties’ positions are aligned in respect of where the terms of VO2 may be found; i.e., under the headers “Additional 1” and “Additional 2” in the CVO and the DVO. The consequential conclusion must then be that the terms of VO1 are not before me.

27 The terms of VO2 as disclosed by the CVO and DVO are identical. For ease of reference, I set them out in the two tables below:

ADDITIONAL 1		
<i>s/no.</i>	<i>Works³⁴</i>	<i>Cost</i>
<u>2. Wet works</u>		
a	Kitchen door way & window	650
b	Living Area window area	2,250
c	Living Area area	2,200
d	Bathroom Window	1,200
e	Living Area	1,600
f	To alternate and construct new entrance steps	850
g	Outdoor Yard Outdoor Dining Area <ul style="list-style-type: none"> • To supply labour to hack the after hacked floor • To supply labour & material to lay tiles c/w skirtings Carpoarch area • To supply labour manhole x2 	1,200 1,500 600
h	Carporch	1,260
i	3 Bedroom	600
j	Master Room	450
k	Wet Kitchen	2,400

³⁴ All editorial errors in the description of the works are in the original.

<u>3. Rental Scaffolding</u>		
	Exceeded by 1mth	1,000
<u>4. Paint Works</u>		
	To supply labour & material to plaster smooth the affected area after hack 2,000.00 \$ & bedroom walls/ outdoor/dining area	2,000
	To supply labour & material to spray partial rock stone	1,600
Total:		\$21,360

ADDITIONAL 2		
s/no.	Works³⁵	Cost
<u>Living Area</u>		
1	Tv Console <i>Length: 4ft approx.</i>	880
2	Stripes wood c/w both side laminated backing divider	3,600
3	Platform for staircase c/w partial laminate	1,200
<u>Kitchen Area</u>		
4	To supply and install kitchen island <i>Length; 5ft approx</i>	2,250
5	To supply and install quartz top depth 800mm <i>Length; 5ft approx</i>	1,750
<u>Master Room</u>		
6	Tv console <i>Length; 6ft approx</i>	1,320
7	Side table no 2 <i>Length; 4ft approx x2 (8ft)</i>	2,000
8	Wardrobe <i>Length; 6ft approx</i>	3,000
Total:		\$16,000

³⁵ All editorial errors in the description of the works are in the original.

28 The total value of the works in VO2 is indeed \$37,360, which the Defendant does not dispute.³⁶ In addition, the Defendant did not allege that any of the terms in VO2 had not been agreed on, or that the Claimant had failed to perform any of the works required by the terms of VO2. Thus, despite the lack of clarity in Ms Ong's AEIC as to which of the works in VO2 the Claimant had actually completed, I am prepared to accept, based on the absence of any challenge by the Defendant, that parties had agreed to the terms of VO2 as reflected in the CVO and the DVO (see the tables at [27] above), and that the Claimant had in fact completed the works required by VO2.

29 Accordingly, the Claimant is entitled to be paid **\$37,360** for the works it had carried out pursuant to VO2.

(c) The Claimant is entitled to payment of \$9,158 for the works done in respect of VO1.

30 Finally, I come to VO1. As the terms of VO1 are not before me, I can only consider the secondary question of whether all the works required by VO1 have been completed by the Claimant. In this vein, the Defendant does not dispute that these works had been duly carried out by the Claimant; he in fact accepts that the value of the works under VO1 is the sum of \$9,158, which is also reflected in Invoice 22003.

31 Hence, I find that the Claimant is entitled to be paid **\$9,158** for the works it had carried out pursuant to VO1.

³⁶ DAEIC at [37].

(d) The Defendant has only partially proved the nature of the works omitted and the price of these works.

32 I turn now to consider the meat of the parties' dispute in respect of the discrepancies between the CVO and the DVO. This dispute centres on the items that were actually omitted from the scope of the Contract, as well as the value of the said items, under Omissions 1 and 2. As highlighted at [14] above, the value of the excluded works under Omissions 1 and 2 are materially different across the CVO and the DVO. For now, I will generally refer to the works under Omissions 1 and 2, regardless of whose version I prefer, as the "**Omitted Works**".

33 The Defendant not only argues that the individual and total values of the Omitted Works should be as stated in the CVO, but goes further than mere arithmetic by arguing that certain individual items in the Omitted Works are incorrect. The incorrectness allegedly takes the form of the Claimant deliberately failing to credit him for work it did not do in order that it might pocket the difference (the "**Profit Argument**").³⁷ Essentially, I understand the Defendant to mean that if the value of the Omitted Work in question was actually \$100, the Claimant reflected it as \$80 in its CVO in order that it could profit by a sum of \$20 (by depriving the Defendant of that \$20 credit).

34 Given the seriousness of this allegation, I had expected to see some rebuttal to the Profit Argument in the CS. Disappointingly, there was none. The only argument³⁸ the Claimant raised in the CS in response to the discrepancies between the CVO and the DVO was an indirect one specifically referring to Invoice 22003. The Claimant argues that the Defendant had purportedly

³⁷ DAEIC at [38] to [39]. See too NE on page 23, line 31, to page 24, line 2.

³⁸ SOC at [13] and CAEIC at [25]. See too CS at [70] to [71].

accepted the accuracy of the figures in Invoice 22003 by his statement “*these are the valid amounts*” (the “**Statement**”) in his email of 20 April 2023 at 17:38 (the “**20 April Email**”).³⁹ According to the Claimant, the Defendant was in his 20 April Email replying to an earlier email one Ms Chin Mui Foong (“**Ms Chin**”) had sent to him on 17 April 2023 at 12:00 on behalf of the Claimant (the “**17 April Email**”).⁴⁰ The Claimant appears to take the position that a copy of Invoice 22003 had been attached to the 17 April Email (see the line “*I have attached the invoice for your reference*” in that Email), and that the Statement therefore meant that the Defendant had acknowledged that all the amounts contained in Invoice 22003 were “valid amounts”.⁴¹

35 The Defendant denies accepting the validity of the figures in Invoice 22003.⁴² Under cross-examination, the Defendant alleged that the copy of the Invoice 22003 at page 79 of the CBOD was *not the same* as the copy of Invoice 22003 he was referring to in his 20 April Email.⁴³ In re-examination, the Defendant claimed that his Statement referred to “a VO of the painter that she said she did on behalf”, with the “valid” sum being “two times 1,900”.⁴⁴

36 In my judgment, the Claimant’s argument is not only unsubstantiated as a matter of evidence, but in fact premised on a fundamental misreading of the Statement. I therefore reject it entirely. My reasons are as follows:

³⁹ CBOD at 101.

⁴⁰ CBOD at 99.

⁴¹ SOC at [13].

⁴² D&CC at [D13].

⁴³ NE on page 127, lines 22 to 23.

⁴⁴ NE on page 141, lines 19 to 24.

(a) First, in order for the Claimant’s argument to get off the ground, the Claimant must prove that it was the CBOD version of Invoice 22003 that was attached to Ms Chin’s 17 April Email. There is no evidence of this at all. None of the file names of the documents attached to the 17 April Email, which can be seen at the bottom of the said Email, can reasonably be interpreted to refer to Invoice 22003. Further, the only person in the position to testify on the Claimant’s behalf as to what document was actually attached to the 17 April Email is Ms Chin, who was not called as a witness at trial. Hence, the foundational fact which the Claimant must rely on to assert the accuracy of the figures in Invoice 22003, being that Invoice 22003 was attached to the 17 April Email, is not proved.

(b) Second, even if the Claimant managed to prove that Invoice 22003 was attached to the 17 April Email, I disagree with the Claimant’s interpretation of the Statement. The Claimant has misquoted the Statement in its pleadings and in the CAEIC⁴⁵ by citing the Statement as being “*these are valid amounts*”. But the Statement actually reads “*these are **the** valid amounts (emphasis added)*”. The meanings of these two statements are completely different. The Claimant’s erroneous version suggests an unequivocal acceptance by the Defendant of whatever figures he was looking at. The *correct* version, however, suggests that there are *some* amounts which the Defendant considered to be “valid”, and which he identified by referring to them as “**the** valid amounts”. In other words, the word “the” modifies the sentence by suggesting that there are specific “valid amounts” being identified. The corollary of this interpretation, which I prefer and adopt, is that there are amounts which

⁴⁵ SOC at [13]. CAEIC at [25].

the Defendant felt were *not valid*. The Claimant’s entire argument therefore falls apart. The onus lies with the Claimant to prove what these specific “valid amounts” were, and what document the Defendant was referring to in making this Statement. But the Claimant has failed to do so.

37 Having rejected the Claimant’s argument, I proceed to consider the Defendant’s argument in relation to the two Omissions. According to the Defendant, the correct value for each set of omissions is as follows:

- (a) **Omission 1** - \$33,385 (and not \$28,295); and
- (b) **Omission 2** - \$21,910 (and not \$15,830).⁴⁶

38 The Defendant also takes issue with the correctness of several items and prices reflected in the CVO under Omissions 1 and 2. I will consider these allegations in respect of each Omission in turn.

(i) The Defendant is entitled to an additional credit of \$2,240 under Omission 1.

39 I start with the Defendant’s contentions in respect of **Omission 1**. There are two material differences between the Omission 1 items recorded in CVO as opposed to that in DVO. The first difference relates to the dry kitchen works, which only appear in the CVO and not in the DVO. These works are as follows⁴⁷:

<i>s/no.</i>	<i>Dry Kitchen Works</i> ⁴⁸	<i>Cost</i>
2	To design, supply and install kitchen cabinets	\$2,420

⁴⁶ DAEIC at [38] to [39].

⁴⁷ CBOD at 26.

⁴⁸ All editorial errors in the description of the works are in the original.

a	Length:11ft approx (Top) Length:13ft approx (Bottom)	\$2,860
b	To design, supply and install full height tall unit Length:2ft approx (Full height)	\$1,200
	To design, supply and install island c/w storage Length:9.5ft approx	\$2,850
Sub-total:		\$9,330

40 For all four dry kitchen items, the Claimant's position is that it *had* performed all works totalling \$9,330.⁴⁹

41 The second difference relates to the wet kitchen works, which only appear in the DVO but not in the CVO. These works are as follows⁵⁰:

<i>s/no.</i>	<i>Wet Kitchen Works⁵¹</i>	<i>Cost</i>
2	To design,supply and install kitchen cabinets	
a	<i>Length:19ft approx (Top)</i>	\$3,800
b	<i>Length:18.5ft approx (Bottom)</i>	\$4,070
c	To supply labour and material to install quartz worktop <i>Length: 18.5ft approx (Bottom)</i>	\$3,700
	To design,supply and install island c/w storage <i>Length: 9.5ft approx</i>	\$2,850
Sub-total:		\$14,420

42 Ms Ong accepts that the Claimant did not carry out three of the four wet kitchen works totalling \$11,570.⁵² These works pertained to the kitchen cabinets at s/n 2a and 2b and the quartz worktop at s/n 2c. Hence, for these three items,

⁴⁹ NE on page 16, line 8, to page 17, line 4.

⁵⁰ BA at 342.

⁵¹ All editorial errors in the description of the works are in the original.

⁵² NE on page 25, line 16, to page 26, line 15.

Ms Ong conceded that they were rightly reflected as omissions in the DVO.⁵³ As for the fourth item pertaining to the island with storage priced at \$2,850, Defendant's counsel appears to have omitted to cross-examine Ms Ong on this point. The Defendant's position as to whether this kitchen island had been omitted from the wet kitchen works has therefore not been established. I therefore decline to consider this item in the analysis that follows.

43 Based on Ms Ong's own testimony, it seems that the correct way to reflect the works that were not carried out by the Claimant under Omission 1 would be to *only* include the three items totalling \$11,570 under the wet kitchen works. The dry kitchen works, having all been performed, should not have appeared as an omission at all. Thus, the Defendant should have been given credit of \$11,570 for these three omitted wet kitchen works. Instead, what that Claimant did in its *own* version of the CVO was to reflect the dry kitchen works as omissions – when that was not true – thereby giving the Defendant a total credit of only \$9,330. In other words, the Claimant, by its CVO, purported to give the Defendant a *lower credit amount* via Omission 1. The illogical state of the paperwork issued by the Claimant calls for a good explanation from Ms Ong.

44 To this end, when Ms Ong was asked *twice* why the dry kitchen works were reflected as omissions when they were in fact carried out, her responses were meandering and difficult to follow.⁵⁴ From her answers, I distil the following main points: (a) that there were many changes made to certain works after the Contract had been signed; (b) there was allegedly already an

⁵³ NE on page 26, lines 16 to 19.

⁵⁴ NE on page 27, line 22, to page 29, line 10.

“agreement” to unknown terms; and (c) there were “measurement differences” which Ms Ong wanted to capture in her CVO.

45 None of these three points address the question and/or the Profit Argument directly. Changes to the scope of renovation works after a formal contract has been executed are, generally speaking, common in the industry. It is in no way an excuse for an interior designer to create and adduce into evidence a completely inaccurate VO. Further, I do not know what “agreement” Ms Ong was referring to in her answers. If by “agreement” she means that parties had agreed on the works to be excluded as reflected in the CVO, then it begs the question as to why the Claimant *went ahead to carry out those works anyway* (see [40] above). If by “agreement” she means that parties had agreed on the works to be excluded as reflected in the DVO, that still does not answer the question. Finally, differences in the measurements of structures and cabinetry *do not explain* why the Claimant had to generate an inaccurate document in the form of the CVO (in relation to the dry kitchen work).

46 The Claimant having failed to give a satisfactory explanation as to why the CVO contained incorrect line items under Omission 1, I agree with the Defendant that he ought to have been given a credit of \$11,570 for the omitted wet kitchen works under Omission 1 and not a credit of \$9,330 for the completed dry kitchen works. In this respect, it is the DVO and not the CVO that accurately reflects the works omitted under Omission 1. The Defendant was therefore shortchanged by **\$2,240** in respect of the credit he ought to have been given for Omission 1.

(ii) The Defendant is entitled to an additional credit of \$6,650 under Omission 2.

47 I move on to the Defendant's contention with respect to **Omission 2**. There are three material differences between the Omission 2 items recorded in the CVO as opposed to that in the DVO. The first difference relates to three wet-work items which only appear in the DVO and not in the CVO. These works are the ones highlighted in grey in the table below⁵⁵:

<i>s/no.</i>	<i>Works</i> ⁵⁶	<i>Cost</i>
	Wetworks	
a	To supply labour ,sand & cement to lay wall tiles <i>Area:360sqft approx. tiles size 600x600</i>	\$4,500
b	To supply labour, sand & cement to lay wall floor tiles tiles by owner c/w 3X application of waterproofing membrane <i>Area:100sqft approx. tiles size 600x600</i>	\$1,500
c	To supply labour & material to construct kitchen kerb	\$650
d	To supply labour & tools to seal up existing entrance	\$550
	Plumbing Works: Wetkitchen	
	To supply labour to install 1no sink & Tap	\$150
	Powder Room: Vanity	
b	To design, supply and install vanity cabinets <i>Length:2ft approx</i>	\$360
c	To design, supply and install caserstone worktop <i>Length:2ft approx</i>	\$780
3	<u>Quartz Top: Dry Kitchen</u>	
a	To supply labour and material to install Dry Kitchen quartz worktop	\$3,380

⁵⁵ BA at 343.

⁵⁶ All editorial errors in the description of the works are in the original.

	<i>Length: 13ft approx (Bottom) Caserstone</i>	
b	To supply labour and material to install island quartz worktop <i>Length: 9.5ft approx</i>	\$2,470
	<u>Quartz Top: Wet Kitchen</u>	
c	To supply labour and material to install quartz worktop <i>Length: 18.5ft approx (Bottom)</i>	\$3,700
	<u>Quartz Top: Powder Room</u>	
c	To design, supply & install caserstone worktop <i>Length: 2ft approx</i>	\$780
4	<u>Timber Polishing: Handrail</u>	
	To supply labour & tool sand down existing timber c/w oilbase coat by hand	\$800
	<u>Quartz Top: Master ROOM</u>	
c	To supply labour and material to install quartz worktop <i>Length: 6.5ft approx</i>	\$1,690
c	To design, supply and install caserstone worktop <i>Length: 3ft approx</i>	\$600
<i>Sub-total:</i>		\$21,910

48 The second difference is in the work to be done to the powder room vanity; specifically, a Caesarstone worktop at \$780 (highlighted in the light blue row in the above table). That, too, only appears in the DVO and not the CVO.

49 The third difference is the works pertaining to the polishing of timber handrail priced at \$800 (highlighted in the light green row in the table at [47] above). That line item only appears in the DVO and not the CVO.

50 Hence, the total value of the omitted works under Omission 2 in the DVO amounted to \$21,910. In contrast, the total value of the omitted works under Omission 2 in the CVO amounted to \$13,680.

51 In respect of Omission 2, Ms Ong conceded that the Claimant did not carry out the works in the three grey rows of the table at [47] above (the “**Three Items**”).⁵⁷ As for the row highlighted in blue, Defendant’s counsel did not specifically put to Ms Ong that this worktop had not been constructed. Hence, I say no more about it. Finally, for the row highlighted in green, parties are at odds as to whether this job relating to the timber handrail was carried out.⁵⁸ In my judgment on the counterclaim, I have found that the Defendant is unable to prove that the Claimant failed to stain the timber handrail (see [151] below). Because of this, this line item ought *not* to be reflected as an omission, and consequently the Defendant ought not to be given credit of this sum of \$800. The CVO, by leaving out this item under Omission 2, is therefore correct to this extent.

52 In sum, the Claimant’s evidence, at the very least, suggests that the Three Items were in fact omissions which should be reflected under Omission 2. Like with Omission 1, the fact that these Three Items are missing from Omission 2 in the CVO calls for an explanation from the Claimant.

53 Like with her answers *vis-à-vis* Omission 1, Ms Ong’s response to the question as to why the Claimant wrongly omitted the Three Items from her CVO was not convincing. She raises two points in this respect: (a) that there were changes made to certain works after the Contract had been signed; and (b) there was allegedly a change in location for some works to be carried out (to the wet kitchen, it seems).⁵⁹

⁵⁷ NE on page 29, line 27, to page 30, line 14.

⁵⁸ NE on page 121, lines 27 to 31 (see Claimant counsel’s put to the Defendant).

⁵⁹ NE on page 31, line 19, to page 32, line 9.

54 Neither answer assists the Claimant. It bears repeating that all the documents the Claimant issues to its clients and tenders to Court must be accurate. Where there are amendments made to the scope and/or nature of these works, the Claimant must be all the more careful to ensure the accuracy of its documentary record. This is important not just as a matter of professional standards, but also as a matter of principle. The Claimant cannot justifiably withhold a credit to the Defendant for works which parties have agreed should not be carried out and which were in fact not carried out. Further, Ms Ong's answer pertaining to the change in location of certain works is beside the point. It again fails to address the core issue of why her CVO did not simply accurately reflect this.

55 I therefore find that the Defendant ought to have been given an additional credit of a sum of **\$6,650** under Omission 2, being the total value of the works in respect of the Three Items. In this respect, it is the DVO and not the CVO that accurately reflects the Three Items under Omission 2.

56 Thus, the total value of the additional credit the Defendant ought to have been given in relation to the Omitted Works is the sum of **\$8,890**.⁶⁰ I will set off this sum against any amount owing by the Defendant to the Claimant under Invoice 22003 (see [69] to [71] below).⁶¹

57 In sum, the answer to Issue 2 is that the DVO appears to be relatively more accurate as to the contents of the three VOs and the Omitted Works in comparison to the CVO.

⁶⁰ Being \$2,240 + \$6,650.

⁶¹ As pleaded at [24] and [24b] of the D&CC.

F Issue 3: Does the Defendant owe the Claimant a total sum of \$31,604.13 based on the Two Invoices?

58 At this point, I have dealt with the rather involved individual components of Invoice 22003. I therefore move on to consider the claim based on the Two Invoices.

(a) Invoice 22003

59 The grand total of \$17,204.13 reflected at the bottom of Invoice 22003 comprises the following:

- (a) The total bill, comprising:
 - (i) The value of the Contract, being \$177,595;
 - (ii) The sum total of the value of the three VOs;
 - (iii) A sum of \$20,456.40 for “outdoor ceiling”;⁶² and
 - (iv) A sum of \$3,800 “payable to Jackie”,

- (b) From which is subtracted:
 - (i) The total value of the Omitted Works under Omissions 1 and 2; and
 - (ii) The sum total of payments made by the Defendant to the Claimant as of the date of Invoice 22003, being \$203,000.

⁶² It is unclear why this is reflected in brackets as a credit to the Defendant in Invoice 22003, when the line item clearly states “less \$20,456.40”, which implies that this sum of \$20,456.40 ought to be debited *from* the Defendant.

60 Before I delve into the substance of the individual line items, I pause to flag a number of problems evident on the face of Invoice 22003. These problems substantively affect the quantum of the claim.

61 First, on the Claimant's own case, a portion of the outstanding sum of \$17,204.13 which Invoice 22003 sought as payment from the Defendant was not meant to be paid to the Claimant at all. At the bottom of the Invoice, there is a line item that reads "*Total amount payable to Jackie - \$3,800*". What this appears to mean is that this sum of \$3,800 was meant to be paid to Ms Ong rather than to the Claimant. This is in fact the Claimant's case: Ms Ong testifies that this \$3,800 was for payments the Defendant "orally requested *me* to first make to other contractors" and for which the Defendant "promised to reimburse to *me*" (emphases in italics added).⁶³ It therefore appears to be the Claimant's position that this sum of \$3,800 was paid for by Ms Ong *out of her own pocket* and not from the Claimant's funds, and that the alleged promise made by the Defendant to reimburse was made to Ms Ong in her *personal capacity* and not made to the Claimant. At the risk of stating the obvious, Ms Ong and the Claimant are separate legal entities. As earlier observed (at [10] above), the present suit is brought by the Claimant and not Ms Ong. Hence, there is simply no legal basis – and indeed, the Claimant has offered none – for the Claimant to be suing for payments purportedly owed to a separate legal person. **I therefore dismiss the claim for this sum of \$3,800.**

62 This brings us to the second problem with Invoice 22003. There are a number of arithmetic errors evident on the face of the Invoice.

⁶³ CAEIC at [18b].

(a) The Invoice reflects the sub-total of the values of the Contract and the three VOs as “\$237,922.73”. A quick calculation shows, as the Defendant points out,⁶⁴ that the correct total is actually \$237,722.73. The Claimant was aware of this arithmetic error as of the date it received the DAEIC, and sought to avoid addressing it by arguing that this computational error was not pleaded.⁶⁵ This objection is a feeble one which I reject for two reasons. One, the Claimant had ample notice of more than two months between the date the DAEIC was filed (19 January 2026) and the date of the trial (27 March 2026) that the Defendant intended to raise and rely on this computational error in defending the claim. There is therefore no prejudice caused to the Claimant to have to address this computational error in proving its claim (see *How Weng Fun* at [20]). Two, regardless of whether the Defendant pleaded this computational error, it is an absolute mathematical truth that this sub-total is incorrect. If this Court were to blinker itself from recognising and factoring in this error in computing the money award to the Claimant, that would result in the Claimant being *unjustly overcompensated* by \$200. This is something that no Court should countenance, and is in fact the sort of injustice that should be overcome by permitting an unpleaded point to be raised (see *How Weng Fun* at [20]). For the avoidance of doubt, my rejection of the Claimant’s argument pertaining to the Defendant’s omission to plead the former’s computational errors applies to all such errors evident on the face of the Claimant’s documents.

⁶⁴ DAEIC at [37].

⁶⁵ Claimant’s Opening Statement (“COS”) at [5].

(b) The Invoice reflects the total sum of the two sets of omissions from the Contract, individually valued at \$28,295 and \$15,830,⁶⁶ as “\$41,975”. Again, this is wrong as a matter of basic arithmetic; the correct total ought to be \$44,125. I do not know why or how the Claimant made this error or why this arithmetical mistake was not caught at the point the pleadings and/or the AEICs were filed; no explanation was given by the Claimant in this regard. In any case, the effect of this error will be nullified in the course of my decision on the value of the Omitted Works and the claim premised on Invoice 22003.

63 I proceed to address each line item in Invoice 22003 in the order in which they appear on that Invoice.

(i) The value of the Contract, pre-variations, is admitted by the Defendant.

64 The Defendant admits that the total cost of the works under the Contract (prior to any variations) is \$177,595.⁶⁷

(ii) The Claimant has only partially proved the total value of the three VOs and the Omitted Works.

65 Based on my findings at [12] to [57] above, the total value of the works carried out by the Claimant in respect of the three VOs, and for which it is rightly entitled to payment, is the sum of **\$60,127.73**. The breakdown is as follows:

(a) VO1 – **\$9,158.**

(b) VO2 – **\$37,360.**

⁶⁶ CBOD at 88.

⁶⁷ D&CC at [D3].

(c) VO3 – **\$13,609.73.**

66 Hence, taking the sub-total of \$60,127.73 and the undisputed Contract price of \$177,595, the correct sub-total of the values of the Contract and the three VOs is **\$237,722.73**. As it turns out, the substantively correct figure for this sub-total is in fact *the same* as the arithmetically correct figure based solely on adding up the numbers reflected in Invoice 22003 (see [62(a)] above).

67 As for the Omitted Works, I have found that the Defendant ought to have been given an additional credit of \$8,890 (see [55] above). For the sake of clarity, I set out the correct values of the Omitted Works under Omissions 1 and 2:

(a) Omission 1 – **\$30,535**. I derive this figure by adding \$2,240 to the total of \$28,295 reflected on the CVO as the value of the credit to be given for Omission 1.

(b) Omission 2 – **\$20,330**. I derive this figure by adding \$6,650 to the total of \$13,680 reflected on the CVO as the value of the credit to be given for Omission 2. I do not accept the figure of \$15,830 stated in Invoice 22003 as the starting value of the credit under Omission 2 because I cannot tell where this figure is taken from. The Claimant also failed to address this material discrepancy between its own Invoice and CVO.⁶⁸

68 Hence, the total value of the credit to be subtracted from the sum owed by the Defendant is **\$50,865**.

⁶⁸ CS at [13h].

(iii) The Claimant is therefore owed a total of \$4,314.13 in respect of Invoice 22003.

69 It is not disputed that the Defendant had to pay the Claimant a sum of \$20,456.40 for “outdoor ceiling” works, as reflected in Invoice 22003. Hence, the total sum the Defendant owes to the Claimant under Invoice 22003, prior to any credit being taken into account and excluding the sum of \$3,800 which I have dismissed, is **\$258,179.13**.

70 Parties agree that the Defendant has paid the Claimant \$203,000 thus far pursuant to the Contract.⁶⁹ Adding that sum to the total value of the Omitted Works (being \$50,865), the sum of **\$253,865** ought to be deducted from the total sum owed by the Defendant.

71 Accordingly, the claim premised on Invoice 22003 is allowed in part, in the sum of **\$4,314.13**. This sum already factors in the sum of \$8,890 referred to at [55] above.

(b) Invoice 23004

72 Finally, I turn to consider the claim premised on Invoice 23004 for the sum of \$14,400. The bill in Invoice 23004 was purportedly for some variation work carried out by the Claimant as documented at page 81 of the CBOD.⁷⁰ That document is titled “Variation Work”. To avoid any confusion with the three VOs I have already dealt with, I will refer to page 81 of the CBOD as the “**19 April VO**”.

⁶⁹ SOC at [6]. D&CC at [D6].

⁷⁰ CAEIC at [20] to [21].

73 There are 10 items of work (with item 1 split into items 1a and 1b) listed in the 19 April VO. The Defendant disputes his liability to pay for items 1, 2, 5 to 9.⁷¹ **Since items 3 and 4 are not disputed, I allow the claim to this extent, in the sum of \$2,350.**⁷²

74 Like with Invoice 22003, I first deal with a point on pleadings raised by the Claimant. The Claimant argues that, unlike the situation with Invoice 22003, the issues the Defendant had with Invoice 23004 could have been pleaded as Invoice 23004 had been in the Defendant’s possession all along.⁷³ Put another way, the Defendant did not need to wait till AEICs were exchanged to realise that he took issue with most of the items listed in Invoice 23004. Whilst the Claimant acknowledged that the Defendant pleaded his dispute with “seven out of the 10 items” listed in the 19 April VO,⁷⁴ those items were not particularised in the pleadings.⁷⁵ Despite these objections being raised at the trial,⁷⁶ counsel for the Defendant did not explicitly respond to them in closing submissions.

75 The Claimant has a stronger case in respect of Invoice 23004 than with Invoice 22003. It is true that the Defendant’s objections to the items in the 19 April VO were neither identified nor particularised in the D&CC, save for item 7 pertaining to plumbing work for the sum of \$6,000.⁷⁷ However, on balance, I find it appropriate to consider the merits of the Defendant’s dispute to the remaining eight items in the 19 April VO for the following reasons. First, the

⁷¹ NE on page 42, lines 8 to 11. See too CS at [16] to [22].

⁷² Being \$850 + \$1,500.

⁷³ CS at [69].

⁷⁴ D&CC at [D11].

⁷⁵ CS at [68] to [69].

⁷⁶ NE on page 39, line 3, to page 42, line 14.

⁷⁷ D&CC at [D7x].

Defendant ultimately substantiated his bare pleadings in his DAEIC.⁷⁸ Second, Defendant's counsel questioned Ms Ong on most of the components of 19 April VO, thus giving her fair opportunity to state her case in respect of the same. The Claimant (and Ms Ong) would have had notice of these contentions by the time it received the DAEIC, and cannot be said to have been caught off-guard by the same. Indeed, Claimant's counsel set out his arguments in respect of the disputed items of the 19 April VO in closing submissions.⁷⁹ Finally, the burden of proof ultimately rests on the Claimant to prove its claim in respect of Invoice 23004. Even if the Defendant remained silent in his DAEIC and only pleaded a bare objection to the said Invoice, the Claimant would *still* have to adduce sufficient evidence to make out its case.

(i) The claim for \$2,950 premised on Items 1a and 1b for wetworks in the master bathroom is dismissed.

76 The Claimant's case in respect of items 1a and 1b is that these line items were necessitated by the Defendant wanting to install larger tiles in his master bathroom after the Contract had been signed.⁸⁰ Larger tiles required more labour to install them, and thus the Claimant had to bill the Defendant an additional \$950 + \$2,000 for these works under item 1 of the 19 April VO on top of the \$5,000 already billed under the Contract at item D2d^{81, 82}. According to Ms Ong, parties had a verbal agreement for the Claimant to carry out these works at these prices stated in the 19 April VO.⁸³

⁷⁸ DAEIC at [46] to [52].

⁷⁹ CS at [72].

⁸⁰ NE on page 42, lines 28 to 31.

⁸¹ CBOD at 67.

⁸² NE on page 42, line 28, to page 43, line 23.

⁸³ NE on page 44, lines 6 to 9.

77 The Defendant’s case is that there was no such verbal agreement to item 1 of the 19 April VO.⁸⁴ Whilst he “may have asked” the Claimant to change the tile size in the master bathroom, the Defendant alleges that the Claimant neither quoted him nor informed him of the cost of these works at the material time.⁸⁵ The first time the Defendant was made aware of the additional \$2,950 he had to pay was when he was issued Invoice 23004, after all the works on the Property had been completed.⁸⁶

78 In my judgment, the Claimant has failed to prove that the Defendant knew that he had to pay and agreed to pay an additional sum of \$2,950 at the point of this alleged verbal agreement. I explain.

(a) First, I accept that the sum billed by the Claimant for the works in item 1 of the 19 April VO were additional to the sum of \$5,000 in the Contract and not a “duplicate” billing as alleged by the Defendant in his DAEIC.⁸⁷ The additional sum of \$2,950 is too small by almost half, relative to the \$5,000 the Claimant charged to install tiles of a smaller dimension, for it to be a duplicate billing.

(b) Second, I am prepared to accept that there was some sort of verbal agreement for the Claimant to install larger tiles in the master bathroom after the Contract was signed. The Defendant did not dispute this aspect of Ms Ong’s testimony, and in fact suggested that he “may have asked” the Claimant to change the size of these said master

⁸⁴ NE on page 44, lines 10 to 14.

⁸⁵ *Ibid.*

⁸⁶ NE on page 43, lines 12 to 18, and page 44, lines 10 to 14.

⁸⁷ DAEIC at [46].

bathroom tiles. This is enough of a concession for me to arrive at this conclusion.

(c) Third, based on Ms Ong's own answers at trial, there was no agreement *on the increased costs necessitated by the installation of these larger master bathroom tiles*. An agreement to carry out works is not the same as an agreement on the price of these works. The Claimant must not only prove the agreement to install the larger tiles (which it has), but it must also prove that the Defendant knew of and agreed to the additional costs in respect of the same *at the time of contract formation*. In this regard, Ms Ong conceded that she did not inform the Defendant of what these additional costs were until after the works had been completed.⁸⁸ Thus, on her own evidence, there was no agreement on price to speak of. The mere fact that the Defendant did not dispute the costs stated in item 1 of the 19 April VO until this lawsuit is neither here nor there;⁸⁹ silence, without more, does not prove agreement.

79 I therefore dismiss the claim for \$2,950 premised on item 1 of the 19 April VO.

(ii) The claim for \$850 premised on Item 2 for wetworks in the common bathroom is dismissed.

80 The Claimant's case in respect of item 2 of the 19 April VO is that this sum of \$850 was for additional labour necessitated by the installation of larger tiles in the common bathroom. However, unlike with item 1, this item 2 did not come about as a result of the Defendant changing his mind after entering into

⁸⁸ NE on page 44, lines 10 to 17.

⁸⁹ NE on page 44, lines 15 to 17.

the Contract. From Ms Ong's answers in cross-examination, it seems that the Claimant had initially billed the Defendant \$3,800 to install 600mm x 900mm wall tiles in the common bathroom on level 2 in the Contract (see item C4d of the Contract). But because of a "typo issue" in item C4d of the Contract, the size of these wall tiles was not stated in the Contract.⁹⁰ Eventually, the Claimant installed 600mm x 1,200mm wall tiles in the common bathroom,⁹¹ and billed the Defendant an extra \$850 for the additional labour required to install these larger tiles.

81 The Defendant argues that item 2 of the 19 April VO is a duplicate billing for item C4d in the Contract.⁹² His case is premised on the fact that the dimensions of the wall tiles in the level 2 common bathroom were not stated in the Contract, and therefore the Claimant cannot disprove the allegation of duplicate billing.⁹³

82 In rebutting the Defendant's case on item 2, Claimant's counsel alleges that the Defendant had apparently conceded under cross-examination that the common bathroom tiles would be 600mm x 900mm under the Contract.⁹⁴ This is based on a misinterpretation of the Defendant's answers at trial. The Defendant only agreed that the *floor tiles* of the common bathroom were 600mm x 900mm under the Contract. But the item in issue, according to the Defendant, is the *wall tiles* of the common bathroom; his case is that item 2 of the 19 April VO relates to *wall tiles* and not *floor tiles*.

⁹⁰ NE on page 47, lines 3 to 6.

⁹¹ NE on page 45, lines 1 to 22.

⁹² NE on page 47, lines 16 to 23.

⁹³ Defendant's Submissions ("DS") at [17].

⁹⁴ CS at [72(iii)].

83 Having reviewed the documents before me and parties' answers at trial, I am unable to make a finding either way. Item C4d of the Contract does not state the size of the wall tiles to be installed in the common bathroom. Item 2 of the 19 April VO does not make clear whether it relates to the installation of wall tiles or floor tiles. Thus, the Claimant has no evidence to prove that item 2 of the 19 April VO relates to wall tiles or floor tiles in the common bathroom, and certainly has no evidence to prove that, even if item 2 relates to wall tiles, that item C4d of the Contract was priced with 600mm x 900mm tiles in mind. I reiterate that it is *not* the Claimant's case that item 2 of the 19 April VO came about as a result of an agreed variation of the Contract. On the other hand, the Defendant has no evidence to prove that item 2 of the 19 April VO relates only to wall tiles and not floor tiles. Whilst I note that Ms Ong was questioned on *wall tiles* in the course of Defendant's counsel's cross-examination on item 2, the point pertaining to item 2 referring to only *wall tiles* was not explicitly put to her.

84 As the burden of proof lies on the Claimant to establish the validity of its claim based on item 2 of the 19 April VO, the claim in this respect fails.

(iii) The claim for \$200 premised on Item 5 for the transport and purchase of trash bags is allowed.

85 For some reason, despite the Defendant taking issue with item 5 of the 19 April VO in his DAEIC,⁹⁵ counsel for the Defendant did not cross-examine Ms Ong on item 5. Even more strangely, despite counsel for the Defendant making clear his client's dispute to item 5 at trial, counsel for the Claimant did not make any submissions on item 5 in closing submissions.

⁹⁵ DAEIC at [49].

86 In my judgment, Defendant’s counsel ought to have put his client’s dispute to item 5 to Ms Ong in order to give her a chance to respond to his client’s allegation in respect of the same. This is especially important in light of the fact that the Defendant’s detailed grounds for disputing item 5 were only made clear in his DAEIC, which was concurrently filed and exchanged with the CAEIC. Given how proceedings panned out (in that no applications for supplementary AEICs to be adduced were made by either party), the only chance Ms Ong had to substantively respond to the Defendant’s case *vis-à-vis* item 5 – and indeed, the rest of the disputed items in the 19 April VO – was in cross-examination. Because of this omission on the Defendant’s part to adhere to the rule in *Browne v Dunn* (1893) 6 R. 67, I give no weight to the Defendant’s contention in respect of item 5 of the 19 April VO.

87 The Claimant’s case in respect of item 5 of the 19 April VO is therefore effectively undisputed. I allow the claim in respect of this sum of **\$200**.

(iv) The claim for \$1,800 premised on Item 6 for a round of general cleaning is dismissed.

88 There is some ambiguity in respect of how item 6 of the 19 April VO is framed. The phrase “general cleaning 3rd trips” could be referring to a bill for three rounds of general cleaning, or to a bill for only the third round (singular) of general cleaning. Under cross-examination, Ms Ong did not take issue with Defendant’s counsel framing this line item as being for the third round of general cleaning only.⁹⁶ Nor did parties make any submissions on an alternative reading of item 6. I therefore accept that item 6 refers to a single round of general cleaning, being the third round of cleaning, for the Property.

⁹⁶ NE on page 48, lines 22 to 28.

89 The Claimant’s case is that the third round of cleaning which item 6 of the 19 April VO pertains to was for “almost the whole house”,⁹⁷ and was carried out at the Defendant’s request.⁹⁸ Like with items 1a and 1b, the Claimant suggests that the legal basis for item 6 was also a verbal agreement.⁹⁹

90 Similar to his case in respect of item 1 of the 19 April VO, the Defendant claims that the Claimant did not inform him of the cost of this third round of general cleaning at the material time.¹⁰⁰ The first time the Defendant was made aware of the additional \$1,800 he had to pay was when he received Invoice 23004, after all the works on the Property had been completed.¹⁰¹

91 I am sympathetic to the Claimant’s argument that the Defendant seems to have materially changed his defence in respect of item 6 of the 19 April VO. In the DAEIC, the Defendant’s case was the third round of cleaning was necessitated by the Claimant’s contractor having to re-stain the staircase after an initial poor staining job.¹⁰² At trial, the Defendant’s case morphed to one based on a lack of agreement, be it to the third round of cleaning *per se* or to its price.¹⁰³

92 However, knowing what the Defendant’s case purported to be in his DAEIC, the Claimant had to come prepared to explain at trial its *own* basis for claiming the \$1,800 under item 6 and for disagreeing with the Defendant. In

⁹⁷ NE on page 48, lines 22 to 28.

⁹⁸ NE on page 49, lines 1 to 11.

⁹⁹ NE on page 53, lines 20 to 31.

¹⁰⁰ NE on page 54, lines 16 to 22.

¹⁰¹ NE on page 43, lines 12 to 18, and page 44, lines 10 to 14.

¹⁰² DAEIC at [50].

¹⁰³ NE on page 53, lines 20 to 31.

other words, the Claimant had to show that it was the Defendant who requested for this third round of cleaning (unrelated to any allegedly poor job the Claimant's contractors had done). In doing so, the Claimant had to prove that parties agreed, not only for the Claimant to carry out this third round of cleaning, but also to the price it would charge the Defendant for the same. As Ms Ong conceded, the first time the Defendant knew that he would be charged \$1,800 for this third round of cleaning was only after the job had been done, upon his receipt of Invoice 23004.¹⁰⁴ This is effectively a concession that there was no agreement on price at the time the verbal agreement was supposedly formed.

93 Hence, I also dismiss the claim for \$1,800 premised on item 6 of the 19 April VO.

(v) The claim for \$6,800 premised on Items 7 to 9 for plumbing work, ceiling work, and paint work is allowed.

94 In their respective submissions, parties dealt with items 7 to 9 of the 19 April VO collectively.¹⁰⁵ Because the defence to these three items is a highly-specific one, it makes more sense to set out the defence first before proceeding to set out the basis of the claim.

95 The Defendant argues that these plumbing, ceiling, and paint works were necessitated by a choke in the pipes of the Property caused by cement debris, for which he says "Jackie's negligent contractors" were responsible.¹⁰⁶

¹⁰⁴ NE on page 55, lines 16 to 22.

¹⁰⁵ CS at [72(vi)], DS at [22].

¹⁰⁶ DAEIC at [51].

At trial, the Defendant clarified that this choke was found in the pipes on the second floor of the Property.¹⁰⁷

96 In response, the Claimant denies causing or being responsible for this chokeage.¹⁰⁸ Its case is that the Defendant had specifically requested for the Claimant to carry out rectification works to the Property's discharge and main pipes to resolve this choke.¹⁰⁹ The Claimant subsequently charged the Defendant an additional \$6,000 under item 7 of the 19 April VO for these rectification and consequential works.

97 It is undisputed that the discharge and main water pipes of the Property were choked by cement and a water bottle *cap* (and not a water *bottle* as the Claimant alleges) sometime around 23 December 2022.¹¹⁰ The cause of the choke was uncovered on 23 December 2022, as evinced by the photographs and timestamps of the same at Tab 22 of the CAEIC. Ms Ong also reported the cause of this choke to Ms Carol, the Defendant's wife, via WhatsApp message on 27 December 2022.¹¹¹ In these messages, Ms Ong detailed that the cement was found in the level two pipes and the bottle cap was found in the pipes connected to the level one toilet bowl.¹¹²

98 Thus, the key question I need to decide on is who caused the choke by pouring cement and discarding the water bottle cap into the Property's pipes. If

¹⁰⁷ NE on page 138, lines 26 to 32.

¹⁰⁸ CAEIC at [47e].

¹⁰⁹ CAEIC at [47d] to [47e].

¹¹⁰ CAEIC at [47a].

¹¹¹ CAEIC at Tab 23.

¹¹² BA at 151 to 152.

the Defendant cannot prove that the person(s) responsible for doing so were “Jackie’s negligent contractors”, then the entire defence falls apart.

99 Having reviewed the evidence, I find that the Defendant is unable to prove his assertion that it was the Claimant’s contractors who had caused the said choke in the pipes. Other than a throwaway assertion in his DAEIC, the Defendant has adduced no evidence of the cause or the person(s) responsible for the chokage. In fact, Defendant’s counsel did not even put to the Claimant the crux of his defence *vis-à-vis* items 7 to 9; *viz.*, that it was the Claimant’s contractors who caused the choke. Furthermore, it is not a *fait accompli* that the Claimant must be responsible for the choke simply because the Claimant’s workers had performed cement works on the Property.¹¹³ Something more in terms of proof is required before I am prepared to draw such a conclusion. In any case, this does not explain the bottle cap in the level one pipes.

100 For these reasons, I find that the defence in respect of items 7 to 9 holds no water. Concurrently, I accept the Claimant’s explanation that the cause of the choked pipes is unknown.¹¹⁴

101 Taking the above findings together with the Defendant’s lack of objection to the Claimant’s position that the works required by items 7 to 9 of the 19 April VO were in fact carried out *at the Defendant’s request*,¹¹⁵ I accept the Claimant’s evidence that these works were meant to rectify the choked pipes at the Defendant’s request. It seems only logical to me that the Defendant would want choked pipes on his relatively new Property to be rectified, and that he had

¹¹³ NE on page 136, lines 18 to 22.

¹¹⁴ NE on page 65, lines 7 to 10.

¹¹⁵ CS at [72(VI)].

asked the Claimant to do so. I pause to emphasise that, unlike the situation with items 1 and 6 of the 19 April VO, it is *not* the Defendant's case that he did not agree to the works under items 7 to 9 or to the price the Claimant charged him for the same.

102 Accordingly, I allow the claim in respect of items 7 to 9 of the 19 April VO, in the sum of **\$6,800**.

103 The claim premised on Invoice 23004 is therefore allowed in part, in the sum of **\$9,350**.¹¹⁶

G Issue 4: Did the Claimant breach the Contract by failing to complete its works and/or causing or creating the Alleged Defects?

104 The Defendant pleaded a total of 12 incomplete works and/or Alleged Defects which he says were caused by the Claimant and for which he ought to be compensated.¹¹⁷ I will deal with them in the order in which they appear in the D&CC.

105 Before I do so, I deal with the Claimant's argument that the Defendant had failed, throughout the proceedings, to identify any clause of the Contract that had been breached by the Claimant.¹¹⁸ While this argument is technically correct, I fail to see why this ought to obstruct my consideration of the merits of the counterclaim. Though the clarity and level of detail in the Defendant's D&CC can undoubtedly be improved, that pleading in my view sufficiently sets out the parameters of the complaint underpinning the counterclaim. The D&CC:

¹¹⁶ Being \$2,350 + \$200 + \$6,800.

¹¹⁷ D&CC at [D7].

¹¹⁸ CS at [7].

- (a) Identifies the contract governing the original scope of works the Claimant was supposed to perform;¹¹⁹
- (b) Adduces sufficient material facts to found a case of breach of that contract against the Claimant;¹²⁰ and
- (c) Generally refers to specific areas of the Property and specific fixtures/fittings within the Property in respect of which the Claimant allegedly failed to perform the works it was contractually-bound to do and/or created or caused defects in.¹²¹ For example, the eleventh allegation in D7 refers to the staining of a wooden handrail priced at \$800. This sufficiently identifies the applicable clause of the Contract as being clause J(2).¹²² To be sure, the Defendant's failure to plead the relevant clauses which he says the Claimant has breached makes my and Claimant counsel's task of analysing the dispute a more laborious one than if he had properly pleaded these facts. However, the appropriate place for that to be addressed is in the costs award to be made, rather than shutting out the Defendant's arguments at the liability stage.

106 In any case, if it was the Claimant's case that the works in respect of which these 12 allegations are made did not fall within the scope of the Contract, the Claimant had full opportunity to put its position forth in its DTCC and CAEIC.

107 For each allegation, I will undertake a three-step inquiry:

¹¹⁹ D&CC at [D3] and [21].

¹²⁰ D&CC at [D7] and [21].

¹²¹ D&CC at [D7].

¹²² CBOD at 70.

- (a) I will first consider whether there is a contractual basis for the allegation in question;
- (b) Next, I will determine whether the Defendant has managed to establish the alleged non-completion or defect as a matter of fact; and
- (c) Finally, I will consider whether the Claimant ought to be held liable for that non-completion or defect.

(i) The counterclaim pertaining to the alleged spacing issue involving the toilet cistern and water closet in the ground floor common bathroom is dismissed.

108 The Defendant argues that the installation of a toilet cistern and water closet (collectively, “**toilet bowl**”) in a proper location that facilitates “ergonomic” use of the same falls within the Claimant’s contractual scope of works as set out in line items D2 to D4 of the Contract.¹²³

109 The Claimant’s chief rebuttal to this is twofold. First, the location in which the toilet bowl could be installed was constrained by the location of the existing waste/water pipe, which could not be shifted and which the Defendant did not instruct to be shifted.¹²⁴ In other words, the Claimant’s case is that the ability to change the toilet bowl’s location within the common bathroom was contingent on the relocation of the said waste/water pipe being part of the Contract, which, according to Ms Ong, it was not.¹²⁵ Second, the Defendant had

¹²³ DS at [23] and [25].

¹²⁴ CAEIC at [38c] and [38d].

¹²⁵ CS at [10] to [11].

himself orally approved the location of the toilet bowl in the said common bathroom on 5 January 2022.¹²⁶

110 I agree with the Claimant that the Defendant's case fails at the first stage of the inquiry. Fundamental to the installation and proper working of a toilet bowl is that it must be connected to waste and water pipes; this is a matter of plain common sense which requires no expert testimony. It is also commonsensical that these waste and water pipes are located at fixed points, typically within or along the walls and floor of a bathroom. The long and short of all this is that a toilet bowl can only be installed in very limited positions within a bathroom unless these waste and water pipes are extended or their locations altered. In the absence of such relocation works, a homeowner has little choice but to accept that his toilet bowl has to sit in a particular spot within his bathroom.

111 Having set out this factual premise, the Defendant, in order to establish his case, must prove one of two things: either that it was physically possible for the Claimant to install the toilet bowl in a different location within the said common bathroom (that gives rise to a more spacious and comfortable user experience), or that the alteration of the location of the waste and water piping within the said bathroom, so as to allow the toilet bowl to be installed in a more ideal location, fell within the Claimant's scope of works under the Contract.

112 In my judgment, the Defendant has no evidence for both. He has no evidence to show that the Claimant was *not* in fact constrained by the location of the existing piping in installing the toilet bowl as Ms Ong claims. He has also no evidence nor any meaningful argument that the relocation of the water and

¹²⁶ CAEIC at [38e].

waste pipes fall within the Contract. Simply saying that the Claimant was obliged by the line items at D2 to D4 of the Contract to do works that would facilitate an ideal positioning of the toilet bowl is far from sufficient.

(a) D2 does not even relate to works to be done in a common bathroom; that line item – of which there are two, for some reason – pertains to plumbing works to be carried out in the *wet kitchen* and *master bathroom* respectively.¹²⁷ D2 is therefore not relevant to the present analysis.

(b) Items D3 and D4 are completely identical line items.¹²⁸ Their inclusion in the Contract suggests that there was either more than one common bathroom in the Property, or that the Claimant had erroneously included a duplicate of D3 in inserting D4 into the Contract. It seems to me, based on the answers given by Ms Ong under cross-examination, that the first option is the answer, as there is *also* a common bathroom located on the second floor of the Property.¹²⁹ Regardless of whether I refer to D3 or D4, my conclusion is the same: there is no term contained in these line items to suggest that the Claimant would be responsible for changing the location of the waste and water pipes that dictate the installation locations of a toilet bowl. The term that might *ostensibly* be relevant to this analysis is the term pertaining to the installation of “stainless steel water piping” in items D3 and D4, but it is *not* the Defendant’s case that this term encompasses water and waste piping relocation works. In any case, I do not see how “stainless steel water piping” can be interpreted to include waste piping.

¹²⁷ CBOD at 67 to 68.

¹²⁸ CBOD at 68.

¹²⁹ NE on page 45, lines 1 to 4.

113 The sum total of my findings is that the Contract only obliged the Claimant to install the toilet bowl as dictated by the existing locations of the relevant waste and water piping and *without* altering the locations of these pipes. This is what Ms Ong says the Claimant has done, and in the absence of any evidence to the contrary I accept her version of events in this respect. The Defendant has no case in respect of this alleged defect.

(ii) The counterclaim pertaining to the poorly-laid floor tiles in the ground floor and second floor bathrooms is dismissed.

114 Frustratingly, the Defendant did not identify the relevant clause of the Contract which capture these floor tiling works to be carried out in the two Bathrooms. That being said, this failure to identify the relevant contractual clauses at play is not fatal to his case for two reasons. One, there are in fact line items in the Contract at C5, D2, and C4(3) spelling out floor tiling works (as well as the installation of waterproofing membranes) to be done in one powder room and two bathrooms on level two (a master bathroom and a common master bathroom).¹³⁰ There is at least *some* apparent contractual basis for these floor-tiling works. Two, the Claimant does not dispute that the installation of floor tiles in the bathrooms on the ground floor and second floor of the Property (the “**Bathrooms**”) fell within the contractual scope of works.¹³¹ I will therefore refer to these three clauses in considering this second alleged defect.

115 Having set out the contractual basis for these floor-tiling works, I turn to consider whether the Defendant has managed to prove the alleged defects on a balance of probabilities.

¹³⁰ CBOD at 67.

¹³¹ CAEIC at [39]. See too CS at [14] to [19].

116 The Defendant's case is that the tile-laying job carried out by the Claimant in the two Bathrooms was problematic because the manner in which the tiles were installed caused water to pond on the floors of these Bathrooms instead of flowing towards the water discharge points.¹³² The allegation of water ponding is essentially that any residual water left on the Bathrooms' floors takes either an inordinate time to drain away or fail to drain away at all. Hence, in order to discharge his burden of proof, the Defendant has to prove a state of affairs *over time*.

117 The Defendant has not done so in this case. The only objective evidence the Defendant adduced to prove the existence of the water ponding issue is seven photographs showing, according to the Defendant, water ponding on the floor in the Bathrooms.¹³³ I agree with the Claimant that these photographs alone fail to prove the fact of water ponding as alleged by the Defendant.¹³⁴ These photographs capture but a momentary and *static* state of affairs in the Bathrooms, which cannot by itself constitute proof of a water ponding issue. It is reasonable to expect that residual water on the floors of bathrooms in general would require *some time* to drain away, depending on, *inter alia*, the volume of water involved and the surface area of the bathroom floor in question. As I have earlier said, water ponding is something that requires the element of time to make out. I might have arrived at a different conclusion had the Defendant adduced videographic evidence of sufficient length and quality to show that water left on the floors of these Bathrooms took many hours to drain away, if at all. Unfortunately, no such evidence was produced before me.

¹³² Defence at [D7(ii)]. DAEIC at [11].

¹³³ BA at 250 to 256.

¹³⁴ CAEIC at [39g].

118 Given that the Defendant has failed to prove the water ponding issue as a matter of fact, and given that this alleged water ponding issue is the *sole basis* for his conclusion that the Claimant had laid the floor tiles on the Bathrooms' floors in a defective manner, this second alleged defect is not made out.

(iii) The counterclaim pertaining to damage caused by a grinder to a floor tile in the living room is dismissed.

119 The third allegation is somewhat different from the rest. The allegation involves an accusation of negligence against one of the Claimant's contractors rather than a breach of contract on the Claimant's part.¹³⁵ This allegation also does not involve any incomplete or defective works under the Contract. Hence, the Defendant ought to have addressed me on the how the elements of the tort of negligence are made out in this, as well as on the legal doctrines pursuant to which the Claimant can be held liable for damage caused by one of its contractors. This the Defendant did not do. This failure by the Defendant to put forth any legal argument to establish both the unnamed contractor's and the Claimant's liability in tort is sufficient basis for me to dismiss this part of the counterclaim.

120 There is another ground on which this allegation by the Defendant must be rejected. This is as a matter of evidence. The Defendant's pleaded allegation is that the purported negligent operation of a grinder caused damage to a floor tile located in the *living room*.¹³⁶ This was also his allegation in his AEIC.¹³⁷ However, the Claimant's case is that any damage caused by a grinder to a tile within the Property was confined to a tile located within the *dry kitchen* and not

¹³⁵ D&CC at [D7(iii)].

¹³⁶ D&CC at [D7(iii)].

¹³⁷ DAEIC at [14].

in the living room.¹³⁸ Whilst Ms Ong eventually conceded that the same type of floor tile was laid from the living room to the dry kitchen,¹³⁹ the onus lies on the Defendant, as the counterclaimant and the party making this allegation, to persuade me that he is either telling the truth about the location of the damaged tile (and the Claimant is not) *or* that the conflicting positions taken by parties on the location of this damaged tile is a matter of nomenclature rather than substance.

121 In my judgment, the Defendant failed to successfully engage with either question.

122 In respect of the former question, the WhatsApp messages he exchanged with Ms Ong on 27 December 2022 and the still from a video showing what appears to be a scratched tile are of no help at all in determining the location of this said tile.¹⁴⁰ I am not prepared to resolve the ambiguity of the location of the said damaged tile in the Defendant’s favour simply because Ms Ong apologised for the “accident” that supposedly caused the damage.¹⁴¹ In gist, the Defendant is unable to answer the first question on a balance of probabilities.

123 In respect of the latter question, the Defendant did not adduce any evidence or advance any argument that both he and Ms Ong were actually referring to the same damaged tile despite talking about different places in which this tile is purportedly located. In fact, given that counsel for the Defendant insisted in cross-examination that his client was “very sure that it is

¹³⁸ CAEIC at [40e]. See too DTCC at [3(b)].

¹³⁹ NE on page 67, lines 5 to 9.

¹⁴⁰ BA at 263 to 265.

¹⁴¹ BA at 265.

the living room” in which the damaged tile is located¹⁴² and that Ms Ong was “barking up the wrong tree” when she said that the damaged tile was located in the dry kitchen,¹⁴³ the Defendant cannot now take the position that parties are referring to the same damaged tile in different terms. In other words, the second option is closed to the Defendant.

(iv) The counterclaim pertaining to blocked access panels located in the master bedroom and kitchen ceilings is dismissed.

124 It is not entirely clear to me what parties’ cases are with respect to the contractual basis for the Claimant to install access panels in the false ceilings of the Property’s master bedroom and kitchen.¹⁴⁴ The Claimant initially pleaded that this installation of access panels was “agreed between the Claimant and the Defendant”,¹⁴⁵ but in the next breath argued that the installation of access panels did not fall within the Contract and was done purely “out of goodwill”.¹⁴⁶ The Defendant appears to take it as a given that the installation of access panels formed part of the Claimant’s contractually-defined scope of works, and did not plead or adduce any evidence of the contractual basis for the same.

125 I am unable to identify any contractual term in the Contract, the CVO, and the DVO pertaining to the Claimant’s supposed obligation to install access panels in the master bedroom and kitchen. The Defendant was himself unable to point to any such term in the Contract under cross-examination.¹⁴⁷ In addition,

¹⁴² NE on page 66, line 31.

¹⁴³ NE on page 66, line 31, to page 67, line 3.

¹⁴⁴ D&CC at [D7(iv)].

¹⁴⁵ DTCC at [25(4)].

¹⁴⁶ CAEIC at [41d] and NE on page 67, line 32, to page 68, line 1. See too CS at [25].

¹⁴⁷ NE on page 95, lines 22 to 26.

it is not the Defendant's case that parties had entered into a separate oral agreement pertaining to the installation of these access panels. The absence of any contractual basis for the installation of these access panels lends weight to the Claimant's assertion that it had carried out these works on a goodwill – i.e., non-contractual – basis. The same absence of contractual basis also undermines the legal foundation of the Defendant's counterclaim in respect of this fourth defect. Without such legal foundation, the Defendant has no cause of action in this respect. I therefore reject this fourth allegation.

(v) The counterclaim pertaining to outdoor plastering works which dissolved in the rain is dismissed.

126 Parties' positions diverge at the first stage of the inquiry. The Claimant's pleaded position is that the plastering works in question fell outside the scope of the Contract,¹⁴⁸ and in any case were not carried out by the Claimant.¹⁴⁹ The Defendant did not plead a contractual basis for these plastering works, but took the position at trial that two line items in the CVO form the contractual basis for these works to be carried out by the Claimant.¹⁵⁰ These line items are as follows:

(a) *To supply labour & material to plaster smooth the affected area after hack and bedroom walls/outdoor/dining area -- \$2,000 (“Item 4i”).*¹⁵¹

(b) *To supply labour & material to spray partial rock stone -- \$1,600 (“Item 4ii”).*¹⁵²

¹⁴⁸ DTCC at [24(5)(a)].

¹⁴⁹ DTCC at [24(5)(b)].

¹⁵⁰ NE on page 69, line 18, to page 70, at line 2.

¹⁵¹ CBOD at 75, see line item 4 of CVO.

¹⁵² *Ibid.*

127 When confronted with Items 4i and 4ii by Defendant’s counsel, Ms Ong’s response was an ambiguous “*This is plastering. That is wall screeding.*”¹⁵³ Claimant’s counsel interpreted this response to mean that the defects alleged by the Defendant were actually with the wall screeding on his outdoor wall rather than with the plastering works on the same.¹⁵⁴

128 Purely on the issue of the Claimant’s contractual scope of works, I am prepared to accept that Item 4i, objectively interpreted, requires the Claimant to provide labour and the requisite materials to plaster the “outdoor area” of the Property. Whilst the term “outdoor area” is somewhat vague, the Claimant did not argue at any point that this “outdoor area” referred to in Item 4i referred to a *different outdoor area* than that depicted in the photographs tendered by the Defendant in relation to this fifth allegation.¹⁵⁵ For completeness, I find that Item 4ii is not relevant to the fifth alleged defect. Item 4ii refers to spray-painting and not plastering works, and the Defendant has not elucidated the relevance of Item 4ii to the present analysis.

129 That being said, the Defendant’s case fails at the second stage of the inquiry. The Defendant must adduce sufficient evidence to prove that the damage shown in his photographs at pages 275 to 280 of the BA was caused by the quality of plastering works carried out by the Claimant. From the photographs alone, I can see that the surface of the outdoor wall has bubbled, cracked, and separated in some places. However, I am unable to say, with any level of certainty, what the *reason* for these issues is without the benefit of expert testimony. There could be any number of reasons for the damage seen on

¹⁵³ NE on page 70, lines 5 to 12.

¹⁵⁴ CS at [30].

¹⁵⁵ BA at 275 to 280.

the surface of the outdoor wall, and the cause of that damage is a technical matter that is not something within the ordinary competence of this Court. The Defendant may very well claim that these issues were caused by the Claimant's "unacceptable plastering works", but he has not explained *how* he arrived at that conclusion nor *why* his opinion ought to be given weight when he has not put himself forward as an expert witness at any point. Indeed, in light of the Claimant's contention that the damage depicted in these photographs was as a result of poor *screeding works*, the onus lies even more heavily on the Defendant to adduce the relevant technical evidence to tilt the evidential burden in his favour.

130 For these reasons, the allegation in respect of the fifth defect also fails.

(vi) The counterclaim pertaining to improperly-secured wall electrical points is dismissed.

131 There are several obstacles which the Defendant is unable to surmount in respect of this sixth allegation.

132 First, the Defendant did not identify, in his pleadings, *which* wall these improperly-secured electrical points (plural) could be found.¹⁵⁶ It was only in his AEIC that the Defendant referred to only *one* electrical point located next to a water closet inside an unidentified washroom.¹⁵⁷ In the interest of fairness to the Claimant, I will take the Defendant's case *vis-à-vis* this sixth allegation to be premised exclusively on this specific electrical point depicted in BA 283 to 284.

¹⁵⁶ D&CC at [D7(vi)].

¹⁵⁷ DAEIC at [21]. See too BA at 283 to 284.

133 Second, there is no term in the Contract, CVO, or DVO which pertains to electrical works to be carried out in any of the Property’s bathrooms. This lends weight to the Claimant’s case that such works, including those for the securing of electrical points to walls, did not fall within the scope of parties’ Contract.¹⁵⁸

134 What lends further weight to the Claimant’s position, in my view, is the existence of a quotation issued by BT Electrical Services Pte. Ltd. (“**BTE**”) to the Defendant on 30 December 2021 for electrical works to be carried out on the Property, *including* inside two bathrooms.¹⁵⁹ The Claimant argues that this quotation proves that the responsibility for such electrical works fell on BTE,¹⁶⁰ and *prima facie* this appears to be true. The Defendant has to therefore explain away the BTE quotation. His explanation, given only at trial, was that BTE was not a contractor he had engaged but rather “[Ms Ong’s] contractor”.¹⁶¹ This explanation gives rise to two problems for the Defendant. If his explanation is true, liability for BTE’s works does not automatically attach to the Claimant. An argument must still be made, supported by the relevant legal authorities, for why and how the Claimant ought to be held liable for works not carried out by them. The Defendant once again fails to make any such argument or produce any authority assistive to this matter. If his explanation is false, then there is no agreement between the parties for these electrical works, and there is no legal basis for the Claimant to be held liable for the same. Either way, the counterclaim in this regard fails.

¹⁵⁸ DTCC at [24(6)(a)].

¹⁵⁹ Defendant’s Bundle of Documents (“**DBOD**”) at 49.

¹⁶⁰ CAEIC at [43(a)].

¹⁶¹ NE on page 101, line 29, to page 102, line 3.

(vii) The counterclaim pertaining to a physical lockset being installed on the main door contrary to the Defendant’s instructions is dismissed.

135 It is true, as the Claimant argues,¹⁶² that there is no express term in the Contract obliging the Claimant was to install a digital lockset on the front door of the Property. In fact, the Defendant conceded that the Claimant “was never responsible” for the installation of a digital lock on his front door.¹⁶³ Thus, I do not know what the legal basis of the Defendant’s cause of action in this regard is. If it is contractual, then the Defendant’s counterclaim cannot be sustained. Further, the most relevant term I can see in the Contract to the present allegation is the term pertaining to the supply and installation of an architrave doorframe and a laminated door in the living room,¹⁶⁴ which I presume refers to the front door. However, the Contract is silent on whether that term includes the installation of a *mechanical lockset* or a *digital lock*. If any argument is to be made about contractual interpretation and/or implied terms (be they implied by statute or in fact), that argument has to be made by the Defendant.

136 Thus, in the absence of any argument as to the legal basis of the Claimant’s obligation to install a digital lock on the front door of the Property, the allegation regarding the seventh defect is not made out.

(viii) The counterclaim pertaining to drainage pipes being installed in a manner which did not align with the dishwasher is dismissed.

137 The Defendant once again did not refer to any contractual basis for the Claimant to lay pipes in his kitchen that would take into account his dishwasher’s position. Although the Claimant did not take objection to this job

¹⁶² CS at [36].

¹⁶³ NE on page 104, lines 6 to 9.

¹⁶⁴ CBOD at 70.

falling within the scope of its works under the Contract, it is more important *vis-à-vis* this eighth allegation for the Defendant to explain the contractual basis of this part of his counterclaim because there appears to be no express term referring to dishwashers or to drainage pipes which can reasonably be inferred as being connected to or for the purpose of a dishwasher in the Contract. The Contract only refers to the supply of labour “to install a stainless steel water pipping (*sic*)” in the dry and wet kitchens of the Property,¹⁶⁵ but it is not immediately obvious that this piping refers to *drainage pipes* (as opposed to water supply pipes) or that this piping was meant to connect to a dishwasher. That being said, there is explicit reference to a dishwasher in VO3; specifically, to “run dish washer point (*sic*)” in item 5 of both versions of V03.¹⁶⁶ However, I do not know if this line item refers to the running of electrical wiring or of water piping, and neither party shed any light on the same.

138 Hence, had the Defendant disputed its contractual obligation to run drainage pipes from the dishwasher, I would have been prepared to dismiss this part of the counterclaim solely on that ground. Given that the Defendant did not run such an argument, I am prepared to accept that the lack of an express term pertaining to these drainage pipes is a result of poor and/or ambiguous drafting on the Claimant’s part, and that the obligation arises as a result of one of the three line items I have pointed out in the preceding paragraph.

139 Thus, I move on to consider whether the Defendant has proven this eighth allegation as a matter of fact. Superficially, it *seemed* like the problem the Defendant had was purely with how the dishwasher drainage pipes were positioned. The pleaded allegation is that the Claimant’s plumber installed

¹⁶⁵ See Contract at items D1 (1st line item) and D2 (1st line item) at CBOD at 67.

¹⁶⁶ CBOD at 77 and BA at 343.

drainage pipes in the kitchen which “did not align” with the dishwasher.¹⁶⁷ However, when permitted to explain this allegation at trial, the Defendant effectively said that the problem was not really with the pipes but with the accommodation made within the surrounding carpentry for these pipes. According to the Defendant, the Claimant’s contractor had made a hole in some carpentry which did not align with the drainage hole.¹⁶⁸ The Defendant did not mention any issues with any pipes pertaining to the dishwasher. Hence, the Defendant says that he had to engage his own contractor, Onmark Services Pte Ltd (“**Onmark**”), to install a new piece of panelling and to create a new hole aligned with the drainage hole.¹⁶⁹

140 I have a serious concern with the Defendant’s clarification or change in position (depending on how one regards it). This is because the Claimant’s understanding of the Defendant’s case was premised on his vague *pleaded version* and not his more detailed explanation given at trial. I deduce this from the relevant portions of Ms Ong’s AEIC which refer to this eighth allegation, wherein she defends the Claimant’s works pertaining to the *drainage pipes only* and did not mention anything about carpentry openings or misalignments with drainage holes.¹⁷⁰ To compound matters, counsel for the Defendant failed to put either version of his client’s case to Ms Ong. Hence, Ms Ong did not get the chance to respond to the second and different version of the Defendant’s case relating to this eighth defect.

¹⁶⁷ D&CC at [D7(viii)].

¹⁶⁸ NE on page 111 at lines 1 to 10.

¹⁶⁹ *Ibid.*

¹⁷⁰ CAEIC at [45].

141 There are simply too many ambiguities in the Defendant's case for me to make a considered decision on this eighth allegation. For these reasons, I reject this eighth allegation.

(ix) The counterclaim pertaining to shoddy waterproofing works on the roof is dismissed.

142 The Defendant fails in this ninth allegation on two main fronts.

143 First, the Defendant is unable to establish a contractual basis for roof waterproofing works, be it in the main Quotation or in the subsequent CVO or DVO. Whilst the Claimant failed to plead that these roof waterproofing works were not within the scope of parties' Contract,¹⁷¹ Ms Ong eventually raised this allegation in her AEIC.¹⁷² Hence, by the date of the trial, the Defendant had notice that this would be one of the prongs of the Claimant's defence to the counterclaim. In any case, the burden remains on the Defendant, as the counterclaimant, to prove the said contractual basis. No satisfactory explanation was given, nor any attempt at reconciling the silence in the contractual documents with the ninth allegation, was made by the Defendant. None of the WhatsApp messages exchanged between Ms Ong and the Defendant on this issue evince the formation of any contract for roof waterproofing works,¹⁷³ nor is it the Defendant's case that the legal basis of the Claimant's obligation to carry out these works fell outside the Contract. On top of all this, counsel for the Defendant also failed to put his client's case in respect of this ninth alleged defect to Ms Ong. On this ground alone, the counterclaim in this regard fails.

¹⁷¹ DTCC at [25(9)].

¹⁷² CAEIC at [46(a)].

¹⁷³ BA at 297 to 301.

144 Second, even if these roof waterproofing works fell within the scope of parties' agreement, the Defendant must still prove the cause of the leaking roof of the Property as a matter of evidence. The Defendant claims that the leaks in his roof (of which there was no clear objective evidence tendered) were due to waterproofing works that had been poorly done.¹⁷⁴ The Claimant claims that the leaks were caused by the Defendant's failure to have a metal structure installed between the roof and the ceiling to allow rainwater to flow off the roof.¹⁷⁵ Both these positions are bare assertions made without any expert or technical evidence to back them up. I therefore find that, even assuming the roof of the Property suffered from leaks as the Defendant claims, neither party has successfully proved the true cause of the leaks. Because the legal burden of proof rests on the Defendant to prove his counterclaim, the ninth allegation also fails.

(x) The counterclaim pertaining to the main water pipes being erroneously connected to the house instead of to the water tanks is dismissed.

145 For the Defendant to be able to establish that liability should fall on the Claimant for wrongly connecting the main water pipes to the house instead of the water tanks of the Property,¹⁷⁶ the Defendant must be able to point to a term in the Contract and/or VOs that the Claimant was obliged to connect the main water pipes *specifically* to the said water tanks. The Claimant's pleaded case is essentially that the Defendant will not be able to do so, as these works did not fall within the scope of the Contract.¹⁷⁷

¹⁷⁴ DAEIC at [30].

¹⁷⁵ CAEIC at [46(b)].

¹⁷⁶ D&CC at [D7(x)].

¹⁷⁷ DTCC at [25(10)(a)].

146 I agree with the Claimant. None of the contractual documents – be it the Quotation, the CVO, or the DVO – contain an express term pertaining to the laying of the main water pipes. There is also no evidence before me, nor is it the Defendant’s case, that parties had entered into a separate agreement for these pipe works to be carried out. Such an argument would not have withstood scrutiny in any case, given the absence of any evidence that the Defendant had offered good consideration for such an agreement; there is no proof that the Defendant had promised to pay the Claimant any sum of money for these works. Finally, whilst I am aware of a voice message between an unnamed “contractor” and Ms Ong which *suggests* that the running of the main water pipes fell within the Claimant’s job scope,¹⁷⁸ the Defendant for some reason chose not to elaborate on this message in his AEIC nor cross-examine Ms Ong on the same. Nor was the person who uttered the words in the message, being the unnamed contractor, called as a witness to explain his words. I therefore decline to place any evidential weight on this voice message.

147 The Defendant rightly conceded that such a term did not exist within the Contract,¹⁷⁹ but insisted that the Claimant’s contractor was the one who had erroneously performed these works.¹⁸⁰ Hence, the argument appears to be that the Claimant ought to somehow be responsible for this contractor’s works.¹⁸¹ I am not persuaded by this argument. I fail to see how the Claimant ought to automatically be liable for the works of what I presume is a separate legal entity without more. If the claim against the Claimant is in contract, which it is, then there is no cause of action given the absence of any express contractual

¹⁷⁸ BA at 327.

¹⁷⁹ NE on page 119, lines 20 to 24.

¹⁸⁰ DAEIC at [33].

¹⁸¹ DS at [65] to [66].

responsibility on the Claimant's part to carry out these pipe works. If the claim against the Claimant is in tort or some other doctrine, then it must fail, as such a claim has not been pleaded and no argument has been made on the same.

148 Accordingly, I find that this tenth allegation fails at the first step of the inquiry.

(xi) The counterclaim pertaining to the Claimant's failure to carry out staining works to the wooden staircase handrail is dismissed.

149 Unlike most of the Defendant's other allegations in his counterclaim, there is a clear contractual basis for this eleventh allegation pertaining to the staining works to be carried out to a wooden handrail.¹⁸² Item J2 of the Contract states that the Claimant was to “*supply labour & tool sand down existing timber c/w oilbase coat by hand*” (the “**Work**”).¹⁸³ The Claimant also accepts that polishing and staining this wooden handrail (albeit to a “light brown shade”) was part of the scope of the Contract.¹⁸⁴

150 The above being said, the Contract does not stipulate that the handrail had to be stained any particular colour. The Claimant argues that it was obliged to stain the handrail a “light brown shade”,¹⁸⁵ which the Defendant does not accept. Instead, the Defendant argues that the Claimant was supposed to stain the handrail a “dark brown (almost black) colour”.¹⁸⁶ Neither party tendered any objective or contemporaneous evidence to prove that their respective version of events is true. Nor is there anything in the contractual documents or the other

¹⁸² D&CC at [D7(xi)].

¹⁸³ CBOD at 70.

¹⁸⁴ CAEIC at [48a].

¹⁸⁵ CAEIC at [48a].

¹⁸⁶ DAEIC at [34].

documentary evidence that allows me to decide one way or the other. The Defendant's case therefore fails at this point for want of proof of the specific agreement pertaining to the stain colour of the handrail.

151 Even if I had found in favour of the Defendant at the first step of the inquiry, I would have found that the Defendant is unable to make out the second step of the inquiry. The Defendant's case is that the Claimant was supposed to carry out the Work but failed to do so.¹⁸⁷ The Claimant's case is that it did in fact carry out this Work on or around 2 October 2023.¹⁸⁸ In fact, according to the Claimant, the Defendant had later asked for the handrail to be stained a different colour after the Work had already been completed.¹⁸⁹ The Claimant thus proceeded to stain the handrail a different colour sometime in November 2023.¹⁹⁰ The question is therefore whether the Defendant can prove that the Claimant failed to stain the handrail at all.

152 In my judgment, the Defendant is unable to prove his case on a balance of probabilities. The only evidence the Defendant has to prove the Claimant failed to carry out the Work is two colour photographs of a wooden handrail in a medium-dark reddish-brown shade.¹⁹¹ These photographs are not accompanied by any metadata; i.e., the dates and times on which they were taken. Hence, I do not know if they show the *original colour* of the handrail, or they show the result of the Claimant performing the Work in October 2023 or in November 2023. The Defendant also did not adduce proof of the original pre-

¹⁸⁷ D&CC at [D7(xi)]. See too DAEIC at [34].

¹⁸⁸ DTCC at [25(11)]. See too CAEIC at [48a].

¹⁸⁹ CAEIC at [48c].

¹⁹⁰ *Ibid.*

¹⁹¹ BA at 335 to 336.

renovation colour of the staircase. Given that the colour of the handrail would very likely have matched the colour of the staircase pre-renovation, such proof of the original colour of the staircase (accompanied by the relevant metadata) would have assisted me in determining whether these photographs of the handrail show the pre- or post-renovation colour of the handrail.

(xii) The counterclaim pertaining to the improper installation of lights at the back of a display cabinet is dismissed.

153 The twelfth and final alleged defect pertains to the installation location of light strips within a display cabinet.¹⁹² There are a number of major deficiencies in the Defendant’s case in respect of this allegation.

154 First, I am unable to tell from the pleadings and the Defendant’s AEIC where this display cabinet is located.¹⁹³

155 This leads to the second problem: I am consequently unable to determine which contractual clause forms the basis of the Claimant’s obligation to install light strips in the cabinet in question. To this, the Defendant’s position in his AEIC (which is absent from his pleadings) appears to be that a particular clause in the Contract – i.e., “CUSTOM-MADE FURNITURE Living Area Level 1 (*sic*)” for a sum of \$7,500 (the “**Clause**”) – forms the basis for the Claimant’s obligation to install these light strips.¹⁹⁴ I cannot accept this argument. This Clause is nowhere to be found in the Quotation, the CVO, or the DVO. Without citing the specific document in which this Clause might allegedly be found, I am unable to tell which document the Defendant is referring to and whether that

¹⁹² D&CC at [D7(xii)].

¹⁹³ CS at [53].

¹⁹⁴ DAEIC at [35].

document forms part of parties' Contract at all. In any case, even if I accept that the Clause formed part of the Contract, it does not have anything to do with electrical works. The Clause, by itself, appears to pertain to carpentry works and nothing more. If the Defendant's argument is that electrical works embedded within the said furniture is somehow incorporated into the Clause, then it behooves him to elaborate on and argue this point (which he did not do).

156 For these reasons, I cannot begin to ascertain the contractual basis for the electrical works pertaining to the light strip embedded within the cabinet depicted on page 337 of the BA. I therefore reject this twelfth and final allegation.

157 Thus, at the end of my analysis in [104] to [156] of this judgment, I dismiss the counterclaim as framed in [23] and [24a] of the D&CC.

H Conclusion.

158 In sum, the claim is allowed in part, in the sum of **\$13,664.13**. This comprises the sums of \$4,314.13 and \$9,350 referred to at [71] and [103] above.

159 As I have already set-off the sum of \$8,890 in calculating the award under the claim, the counterclaim is dismissed.

160 If parties are unable to agree on costs, parties are to file written submissions on costs, limited to seven pages, within two weeks of this judgment.

Tay Jingxi
District Judge

Leong Wen Wei, Michael (Christopher Chuah Law Chambers LLC) for the claimant;
Chia Boon Teck (BT Law Chambers) for the defendant.
