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DISTRICT JUDGE
EVANS NG
5 AUGUST 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 94

Magistrate's Court Originating Claim No 1373 of 2024
Summons No 2873 of 2026

Between

Golden Mango Pte. Ltd.

… Claimant and Defendant-in-Counterclaim

And

(1) Sudip Bijay Dutta
(2) Aarti Sudip Dutta

… Defendants and Claimants-in-Counterclaim

GROUNDS OF DECISION

[Landlord and Tenant] — [Covenants]
[Landlord and Tenant] — [Rent and service charges]
[Civil Procedure] — [Appeals] — [Leave]

Version No 1: 05 Aug 2026 (15:30 hrs)

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Golden Mango Pte. Ltd.
v
Sudip Bijay Dutta and another

[2026] SGMC 94

Magistrate's Court Originating Claim No 1373 of 2024
Summons No 2873 of 2026
District Judge Evans Ng
4 August 2026

5 August 2026

District Judge Evans Ng:

1 This is a common type of tenancy dispute. By way of a tenancy agreement dated 14 July 2022 ("TA"), the Claimant and Defendant-in-Counterclaim ("GMPL") leased one of the houses at Cove Drive ("Premises") from the Defendants and Claimants-in-Counterclaim ("Duttas"). The tenancy initially ran from 1 August 2022 to 31 July 2023.

2 The relevant tenant's covenants in the TA were as follows:

> Clause 2(b): To pay a deposit of S$39,000 being equal to ONE (1) month rent upon the signing of this Tenancy Agreement (the receipt whereof the Landlord hereby acknowledges) as security against the breach of any terms or conditions of this Tenancy Agreement (the "Security Deposit"), such Security Deposit to be refunded (free of interest) within 14 days after the expiry or lawful termination of this Tenancy Agreement. The Security Deposit shall not be utilised as set-off for any rent due and payable during the Term of this Tenancy Agreement.

> Clause 2(d): To keep the interior of the Premises including the drains, water heaters, sanitary and water apparatus, air-conditioning units, doors, windows, furniture and equipment thereof in good and tenantable repair and condition throughout the Term (fair wear and tear and damage by fire, lightning, flood and any Act of God or cause not attributable to the neglect or default of the Tenant, its servants, employees or permitted occupiers excepted.)
>
> Clause 2(e): To be responsible for all minor maintenance, repairs and replacement of parts and other expendable items at its own expense up to S$800.00 per item/per repair. Such expenditure in excess of the aforementioned expense shall be borne by the Landlord. […]
>
> Clause 2(h): To peacefully and quietly yield up the Premises, with all fittings, fixtures, furniture (where applicable), and air-conditioning units at the expiration or sooner determination of the Term in such like condition as if the same were delivered to the Tenant at the commencement of this Tenancy (fair wear and tear excepted). To dry clean curtain and conduct professional cleaning of the whole premises at the end of the lease.
>
> Clause 2(k): During the 2 months immediately preceding the expiration of the Term to permit the Landlord or its representatives at all reasonable times and by prior appointment to bring interested parties to view the Premises for the purpose of letting the same.
>
> Clause 2(cc): If applicable, and where the Premises comprises a garden, patio, or outdoor space, be responsible for engaging Landlord's appointed gardener/landscaper at Tenant's own cost to keep and maintain (once every two weeks) such garden, patio or space, and boundary fences and hedges of the said Premises in good order/condition during/end of the lease for handover.

3 It was undisputed that the parties agreed to extend the tenancy by four days, until 4 August 2023, without additional rent. It was also undisputed that after the tenancy ended, the Duttas refused to refund any part of the $39,000 Security Deposit to GMPL, despite clause 2(b) of the TA.

4 In the originating claim, GMPL sought the refund of $39,000. GMPL claimed a further $6,238, comprising the costs it allegedly incurred in procuring

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gardening or landscaping works for the Premises, dry cleaning of the curtains, and professional cleaning. GMPL also claimed interest on those sums.

5 The Duttas' counterclaims were made in respect of GMPL's alleged breaches of clauses 2(h) and 2(k) of the TA. They quantified their losses for the breach of clause 2(h), *ie* the costs of rectifying defects left on the Premises, at $4,065. Regarding the breach of clause 2(k), *ie* GMPL's obligation to permit entry to the Premises by appointment, they sought damages to be assessed.

6 They also alleged that GMPL did not yield up the Premises until 23 August 2023. In that regard, their only pleaded remedy was "[d]amages to be assessed". At trial,[1] however, they raised an unpleaded counterclaim for double rent of $24,700. The Duttas did not apply to amend their pleadings. Instead, they simply repeated the counterclaim for double rent in their closing submissions.

7 GMPL's sole witness was Mr Lu Yunfan ("Lu"), who was a director of GMPL and its representative for the purposes of the TA. The Duttas did not give evidence. Instead, they served orders to attend court on Mr Tan It Song ("Ricky") and Ms Jean Leong Kim Bee ("Jean"). Jean was a personal assistant to Mr Dutta at the material time,[2] and Ricky was Mr Dutta's agent for the purposes of the TA.[3] Both gave oral evidence-in-chief at trial.

8 After considering the evidence and submissions, I gave a decision on 28 May 2026 with brief reasons. The decision was as follows:

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[1] NE, 13 April 2026, 17A.

[2] NE, 13 April 2026, 26E-27C.

[3] NE, 13 April 2026, 48A-E.

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(a) GMPL's claim for the refund of the Security Deposit of $39,000 was allowed.

(b) GMPL's claim for $6,238 was dismissed.

(c) The Duttas' counterclaim for breach of clause 2(k) of the TA was dismissed.

(d) The Duttas' counterclaim of $24,700 for double rent was dismissed.

(e) The Duttas' counterclaim for breach of clause 2(h) of the TA, *ie* the costs of rectifying defects left on the Premises, was allowed, and nominal damages of $50 were awarded.

(f) The sum of $50 due to the Duttas shall be set off against the sum of $39,000 due to GMPL.

(g) The Duttas shall refund to GMPL $38,950 plus interest on that sum at 5.33% per annum from the date of the originating claim to 28 May 2026.

Subsequently, I fixed the costs of the action to be paid by the Duttas to GMPL.

9 Dissatisfied with my decision, the Duttas filed Summons No 2873 of 2026 to seek permission to appeal against my decision. The application was supported by an affidavit made by their solicitor, Mr Adrian Tan, who was their counsel at trial. After reading Mr Tan's affidavit and considering his submissions, I dismissed the application with costs at a hearing on 4 August 2026 ("Permission Hearing"). I set out further reasons for my decision of 28 May 2026, along with the reasons for declining to grant permission to appeal.

10 There were four substantive questions that I determined at trial:

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(a) Whether the Premises were yielded up on 4 or 23 August 2023.

(b) Whether GMPL was entitled to recover $6,238.

(c) Whether GMPL breached clause 2(k) of the TA and caused the Duttas to suffer loss.

(d) Whether the Duttas were entitled to recover $4,065 as the costs of rectifying defects.

Whether the Premises were yielded up on 4 or 23 August 2023

11 I found that there was no holding over by GMPL from 5 to 23 August 2023. The Court of Appeal's analysis in *Lee Wah Bank Ltd v Afro-Asia Shipping Co (Pte) Ltd* [1992] 1 SLR(R) 740 was applicable. In that case, clause 2(19) of the tenancy agreement (reproduced below) required the tenant to yield the demised premises to the landlord and to reinstate them to their original state and condition at the tenant's own cost:

> At the expiration or sooner determination of the said term to yield up to the lessor the demised premises and all the lessor's fixtures and fittings therein such repair as shall be in accordance with the covenants by the tenant hereinbefore contained and […] to remove [all fixtures and fittings erected or installed by the tenant] and to reinstate the demised premises to their original state and condition, which restoration the tenant shall do at its own cost and expense before the expiration of this underlease.

12 When the tenant sought to return the keys to the landlord, the landlord refused to accept the keys on the ground that the requisite reinstatement works were incomplete, though it eventually accepted the keys several days later under protest. The landlord also demanded that the tenant continue the reinstatement works. Afterwards, the landlord made a claim for double rent for the tenant's purported holding over after the determination of the tenancy. The Court of Appeal held that there was no holding over by the tenant. To establish that there

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was a holding over of the demised premises, the landlord must show that "even after the expiration of [its] tenancy, the [tenant] continued to exercise a degree of possession and control over the demised premises which precluded the [landlord] from excluding [the tenant] from the demised premises at [the landlord's] will" (at [15]). The obligation imposed by clause 2(19) was "to yield the demised premises and to reinstate the same to their original state and condition. *It was not a condition precedent that the [tenant was] not entitled to yield the demised premises unless [it] had reinstated the same to their original state and condition*" [emphasis added in italics] (at [18]).

13 Such an interpretation of clause 2(19) was commercially sound, as the Court of Appeal explained:

> 19 The [landlord] could not prevent the [tenant] from yielding the demised premises by vacating them and delivering the keys to them. The [landlord] had no right to refuse to accept the keys and [its] refusal to do so could not have resulted in the [tenant] holding over after the determination of the tenancy.
>
> 20 If the [landlord was] not satisfied that the [tenant] had reinstated the demised premises to their original state and condition, fair wear and tear excepted, [it] could have effected the reinstatement [itself] and claimed the costs of doing so. […]

14 In the present case, GMPL wished to yield up the Premises on 4 August 2023. Lu testified that on that day, he had returned "most of" the access cards and keys to the Premises to Ricky.[4] Ricky's evidence was consistent with Lu's evidence.[5] As Jean explained, GMPL still held an access card "to access the place for repairs".[6] This retention of an access card did not preclude the Duttas from excluding GMPL from the Premises if they wished to. Indeed, the reason

[4] NE, 13 April 2026, 9C.

[5] NE, 13 April 2026, 50B-C, 53D, 56B-D, 58C-D, and 59E.

[6] NE, 13 April 2026, 28E.

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why GMPL had retained some means of access to the Premises to carry out repairs after 4 August 2023 was because GMPL was requested to carry out those repairs by Jean, Ricky or both.[7]

15 What GMPL had failed to do on 4 August 2023 was to yield up the Premises *satisfactorily*, *ie*, "with all [its] fittings, fixtures, furniture (where applicable), and air-conditioning units […] in such like condition as if the same were delivered to the Tenant at the commencement of [the TA]" (see clause 2(h) of the TA). But the quoted contractual wording could not be construed as imposing a condition precedent to yielding up — especially since the Security Deposit under clause 2(b) served as security against breaches of the TA, including any reasonable rectification costs incurred by the Duttas and recoverable from GMPL.

16 I held that GMPL had attempted to yield up the Premises under clause 2(h) of the TA on 4 August 2023. It was the Duttas, through their representatives, who refused to take possession of the Premises on 4 August 2023. Instead, they demanded that GMPL perform repairs to various parts of the Premises. By making this demand, the Duttas had granted a licence to GMPL to remain in possession of the Premises to perform such repairs until 23 August 2023. There was therefore no holding over by GMPL.

17 At the Permission Hearing, counsel for the Duttas, Mr Tan, challenged the factual findings at [16]. Mr Tan relied on his affidavit, which averred:

> 4. The District Judge had found that the Defendants [*sic*] are not liable for holding over the premises. In his decision, he relied on the case of *Lee Wah Bank Ltd v Afro-Asia Shipping Co (Pte) Ltd [1992] 1 SLR(R)* ("*Lee Wah Bank*").

[7] NE, 13 April 2026, 10D-E.

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> 5. The Defendants are of the view that *Lee Wah Bank* is distinguishable from the present case in terms of the degree of possession and control that the Claimant had in respect of the property compared to the tenants in the case of *Lee Wah Bank*.
>
> 6. The Defendants are also of the view that the judge erred on this issue, i.e. that the Claimant's degree of possession and control of the premises, as this point was not pleaded by the Claimant or raised during the trial. It was also not raised by the Court during the trial.
>
> 7. The Judge had also found [...] that the Defendants had granted the Claimant a license to remain in possession of the premises for the purposes of performing such repair works until 23rd August 2023. The Defendants are also of the view that the judge erred in this finding. It is not part of the Claimant's pleaded case that the Defendants had granted such a license to the Claimant. This was never raised at trial during cross examination or in any of the Claimant's evidence. It is submitted respectfully that there was therefore no basis for the District Judge to have found, without any evidence on this issue, that such a license was ever granted to the Claimant.

18 Mr Tan drew my attention to a portion of the certified notes of evidence of the trial which recorded the following exchange during his examination of Jean:[8]

> Mr Tan: Can you tell us what happened on 4 Aug 2023?
>
> Jean: Not in the messages. [Lu] came down to check the [Premises]. I recall that we went through the whole place. Limited time. We jotted down the damages.
>
> Mr Tan: Was it supposed to be handover?
>
> Jean: *They wanted to* but there were too many damages and *we told them upfront that we don't agree to it being a handover*.
>
> [Emphasis added in italics]

Jean's evidence therefore supported my factual findings rather than undermined them. Mr Tan went on to stress that there was an "agreement" between GMPL and the Duttas for GMPL to retain access to the Premises to repair the defects.

[8] NE, 13 April 2026, 28C-D.

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I informed Mr Tan that such an "agreement" was the essence of a licence: see *eg Neo Hock Pheng and others v Teo Siew Peng and others* [1999] 1 SLR(R) 592 at [20]. Mr Tan then sought to distinguish *Lee Wah Bank*, but I was unable to discern the proposed distinction from his oral argument and did not have the benefit of written submissions.

19 Even if I were wrong and GMPL did hold over the Premises from 5 to 23 August 2023, the Duttas could not be granted a remedy. An appeal brought on this issue would be moot. The trial was not bifurcated pursuant to O 9, r 25(2) of the Rules of Court 2021. Accordingly, having pleaded "[d]amages to be assessed", the Duttas were required to adduce evidence at the same hearing to prove the losses allegedly caused by any holding over. This was not done.

20 As for the unpleaded counterclaim for double rent, this is a remedy based on s 28(4) of the Civil Law Act 1909. It is a distinct statutory remedy which a landlord can elect to pursue as an alternative to a claim for damages: *Liau Beng Chye v Chua Wei Jiea and another appeal* [2026] 3 SLR 797 at [36]. Having pleaded only a claim for "[d]amages to be assessed", it was not open to the Duttas to belatedly assert a right to double rent without amending their pleadings. The counterclaim for holding over was therefore dismissed.

Whether GMPL was entitled to recover $6,238

21 I held that GMPL had no basis to recover $6,238 from the Duttas and dismissed this claim. The sum comprised the costs incurred by GMPL in procuring landscaping works ($2,520),[9] dry-cleaning of the curtains ($2,880),[10]

[9] CB 8.

[10] CB 9.

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and professional cleaning ($838) for the Premises.[11] These works fell within GMPL's obligations under clauses 2(h) and 2(cc) of the TA. Lu admitted as much.[12] This was a finding in favour of the Duttas and was not relevant at the Permission Hearing.

Whether GMPL breached clause 2(k) of the TA and caused the Duttas to suffer loss

22 The Duttas claimed that GMPL breached clause 2(k) of the TA and that this prevented them from securing a replacement tenant during the final two months of the lease.[13] The only evidence in relation to this issue came from Jean. She was asked during cross-examination, "Was there any prospective tenants brought to view the [Premises]?"[14] Her answer was, "Last few months of tenancy, the tenants were not at home, we did not carry out viewings. And the tenant gave the impression that they maybe wanted to renew the tenancy."[15] This testimony did not prove a breach. Clause 2(k) of the TA did not require GMPL to be present during the viewings, and Jean did not say that the Duttas (or their representatives) had attempted to make an appointment with GMPL for "interested parties" to view the Premises in GMPL's absence, only to be rebuffed.

23 Even if there was a breach of clause 2(k), there was no evidence on which to assess damages. For example, it was unknown when exactly the Premises were subsequently leased out, and whether another lease could have

[11] CB 10.

[12] NE, 13 April 2026, 19A-C.

[13] Defence and Counterclaim, paras 12 and 13.

[14] NE, 13 April 2026, 39E.

[15] NE, 13 April 2026, 40A.

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commenced sooner at a rent equal to or higher than that payable under the lease eventually executed. The Duttas did not seek permission to appeal in relation to this issue at the Permission Hearing. I turn to the final issue decided at trial.

Whether the Duttas were entitled to recover $4,065 as the costs of rectifying defects

24 In a letter dated 25 August 2023, GMPL admitted that there were some "minor works to be rectified" on the Premises.[16] On the stand, Lu's testimony established that there were some "minor defects" left on the Premises as of 23 August 2023.[17] Lu was also shown some contemporaneous text messages which Jean had sent to him and Ricky on 23 August 2023 (in a group text chat), in which Jean asked GMPL to "proceed the remaining repairs". The response from Lu in the group text chat was, "Agree but deduct from deposit".[18] This meant that at the material time, Lu agreed that there were defects to be repaired. I therefore found that the Duttas had proved, on a balance of probabilities, that there were defective items left on the Premises as at the end of 23 August 2023.

25 However, the Duttas failed to prove which specific items were defective. Further, they failed to prove the quantum of damages because they adduced no evidence, *eg* invoices or quotations from contractors, of the costs that were allegedly incurred in carrying out the respective rectification works. Hence, I was constrained to award them nominal damages of $50 in respect of all the defects.

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[16] CB 40; NE, 13 April 2026, 4E.

[17] *Eg*, NE, 13 April 2026, 10C, 11E, 13A.

[18] CB 33; NE, 13 April 2026, 11E.

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26 At the Permission Hearing, Mr Tan referred me to the following paragraph in his affidavit:

> 8. Third, the District Judge found that the Defendants have failed to prove which items were defective and therefore only granted them nominal damages of only $50. The Defendants are of the view that the Judge also erred on this count because *sufficient and cogent evidence* had been *adduced at trial* as to the damages suffered by the Claimant [*sic*] and *the judge failed to take such evidence properly into consideration.*
>
> [Italics added]

Mr Tan's affidavit contained no exhibits or particulars of the evidence that I had allegedly overlooked at trial. The trial closing submissions that he filed on 15 May 2026 made no mention of the Duttas incurring any expense for rectification works at all, let alone a reference to proof of such expenses.

27 Hence, I asked Mr Tan to identify an example of the "sufficient and cogent evidence" that I was said to have failed to properly consider. He told me that there were "invoices". When I asked him to identify any such invoice, he conceded that he could not identify one. I informed him that, in those circumstances, the averments made at paragraph 8 of his affidavit were extravagant. I reminded him that prudence and common practice dictate that substantive positions should rarely be taken in a solicitor's affidavit (even when couched as the client's view) and that, where it is necessary for a solicitor to express such a position, that position must be stated cautiously. I also informed Mr Tan that it was concerning that, despite having been the Duttas' counsel at the trial, he laboured under such a misapprehension of the documentary evidence that was adduced at the one-day proceeding.

28 After receiving my comments, Mr Tan appeared to retract his concession. He told me that he had just realised — *ie* at that very moment — that there were some invoices listed in a List of Documents filed by the Duttas

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on 30 May 2024. However, Mr Tan was mistaken because the relevant entry in the said List of Documents was stated as "List of Invoices and Photos of Premises" — the individual invoices were not themselves listed in the List of Documents. In any event, when I asked Mr Tan to identify any invoice that was listed in the list in the List of Documents, or that was adduced at trial, he replied that he could not identify one. He nevertheless submitted that — as far as I could understand him — it had been unnecessary to adduce the invoices at trial because they had been disclosed to GMPL's solicitors during discovery. When I asked Mr Tan how I, as the trial judge, could have considered the contents of the purported invoices if none had been adduced at trial, he repeatedly insisted that they had been listed in the List of Documents filed by the Duttas. That submission reflected an ignorance of the difference between the production of documents during discovery and their admission in evidence at trial. By then, I had given Mr Tan sufficient opportunities to make his case, so I did not permit him to develop his submission further. I dismissed the application without calling on GMPL.

Applications for permission to appeal

29 An application for permission to appeal is difficult to argue, particularly when it must be brought before the trial judge, who is naturally disinclined to believe that he or she has fallen into error. But an applicant must appreciate that the trial judge remains open to reasoned submissions that are supported by references to the relevant parts of the trial record and citations of the applicable law. The trial judge will not take issue with such submissions merely because they ultimately fail to persuade the court. The courts understand that lawyers are often instructed to advance weak cases. There is, however, a significant difference between a hopeless application that is properly argued and one that is argued in a thoughtless and thoroughly unprepared manner.

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30 The applicant must ordinarily demonstrate a *prima facie* error of law (*eg Anthony s/o Savarimiuthu v Soh Chuan Tin* [1989] 1 SLR(R) 588 at [2]); though there is *obiter dictum* stating that an obvious error of fact apparent from the record may exceptionally suffice (*Engine Holdings Asia Pte Ltd v JTrust Asia Pte Ltd* [2022] 1 SLR 370 at [10]). This burden cannot be discharged if the applicant's counsel is not in command of the relevant facts and applicable law. At the Permission Hearing, Mr Tan rapidly lost the confidence of the court because it became apparent that he had not adequately prepared for the application. Only during the hearing itself did he begin downloading softcopies of the relevant cause papers from the online court file for his own reference, toggling between his laptop and smartphone screens — the latter ringing — in a manner that could only invite sympathy. I offered to grant a short adjournment of the hearing for him to prepare, but he declined to accept it.

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31 Mr Tan compounded the problem by pressing obviously unsustainable points beyond tolerable limits. Counsel should note that once the court makes it clear that a particular point cannot be sustained, it is generally useful to follow the example of the Attorney General for England and Wales (1762-1763 and 1765-1766) Charles Yorke, who under such conditions was said to have "rested the matter where it was, without proceeding any further in his argument" (*Money v Leach* (1765) 3 Burr 1742 at 1768). If counsel wishes to persevere with the point, he or she would do well to keep to a modest submission.

Evans Ng
District Judge

K Jayakumar Naidu (Jay Law Corporation) for the claimant and defendant-in-counterclaim;
Tan Wen Cheng Adrian (August Law Corporation) for the defendants and claimants-in-counterclaim.

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