

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2020] SGHC 9

District Court of Appeal No 25 of 2019

Between

JG 1Stop Services (suing as a firm)

... Appellant

And

Islamic Religious Council of Singapore (Majlis Ugama Islam Singapura)

... Respondent

JUDGMENT

[Contract] — [Formation] — [Oral contract]

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**JG 1Stop Services
(suing as a firm)
v
Islamic Religious Council of Singapore
(Majlis Ugama Islam Singapura)**

[2020] SGHC 9

High Court — District Court Appeal No 25 of 2019
Choo Han Teck J
15 November 2019

14 January 2020

Judgment reserved.

Choo Han Teck J:

1 The Al-Mawaddah Mosque (“the Mosque”) was granted its Temporary Occupation Permit on 30 March 2009. The plaintiff is a firm; the partners of which are Mohamed Gani bin Nordin (“Gani”) and his son, Muhammad Razin bin Mohamed Gani. They sued the defendant, who is the administrator of all mosques in Singapore, for breach of contract.

2 The plaintiff carried on the business of event organising, including wedding planning and catering, and it alleged that it had an oral contract made in May 2009 with the Management Board of the Mosque to provide wedding services at the Mosque. It was not disputed that the plaintiff was permitted to provide wedding services including the construction of a dais for newly-weds’ wedding photographs to be taken. The last time the plaintiff conducted a

wedding service at the Mosque was in December 2015. It commenced this action against the defendant in the District Court in May 2016.

3 The plaintiff alleged that the oral contract was concluded between Gani, together with his daughter Kartini, the plaintiff's events manager, and the Management Board. The plaintiff's case was that the Board was represented at this meeting by Zulkifli bin Baba, Shukor bin Amin, Yusoff bin Ismail and Saifulbahri bin Rasuo.

4 The defendant denied that there was any contract with the plaintiff, and averred that the Management Board had merely permitted the plaintiff to carry on its business at the Mosque as a form of service for the worshippers there. The defendant's case was that this was an informal arrangement not amounting to a legally binding contract. The trial judge dismissed the plaintiff's action on the ground that the alleged contract was not proved.

5 The terms of the alleged contract were set out in the judgment of the court below (at [6]). They were mostly terms regarding the plaintiff's right to provide wedding services at the Mosque, including the right to set up a permanent dais for ceremonial and photography purposes.

6 The plaintiff alleged that the defendant agreed to pay \$2,000 a month for it to administer the services to the worshippers who were married in the Mosque – regardless of how many weddings there were. The plaintiff alleged that it was agreed that the contract be terminable by 30 days' notice in writing. The alleged contract itself, however, was not in writing.

7 The trial judge found no trace of any corroborating evidence, not just of the alleged oral contract, but also of a meeting in May 2009 as the plaintiff

alleged. He rejected a draft proposal in an email of 30 April 2009 as constituting evidence of the alleged contract. Although the learned judge held that the draft proposal in the email of 30 April 2009 does not show that the May 2009 meeting had taken place or that there was an oral contract in May 2009 — obviously nothing in April could have recorded a future event as history — it appears from the evidence and submissions that what the learned judge meant was that the 30 April 2009 email gave no indication that there would be a meeting in May or that a contract was under consideration.

8 One of the plaintiff's witnesses, Rosmania, was unable to say that the email sent to her had been shown to the Management Board. Rosmania was an employee of the Mosque and was the person in contact with the plaintiff over the use of the Mosque for the plaintiff to carry out its wedding services. So far as the main issue of whether the meeting of May 2009 had taken place is concerned, the trial judge held that the plaintiff failed to prove that there was such a meeting as alleged. The evidence of this meeting was entirely based on the oral testimony of the witnesses. As oral testimonies go, in spite of discrepancies, none of them supported the claim as the plaintiff maintained save for the evidence of Gani, but his was an entirely self-serving one.

9 For the reasons set out in this judgment, I am of the view that the learned trial judge was right to find that the meeting of May 2009 did not take place. This meeting was crucial to the plaintiff's case. The direct evidence, entirely oral, concerning that meeting ended with only the assertion of Gani, the principal plaintiff's witness, who has nothing else to back his claim, being opposed by witnesses from the defendant who denied that there was such a meeting.

10 The credibility of the witnesses was assessed by the trial judge who found the defendant witnesses, with no personal monetary gains at stake, more reliable. The evidence of all the witnesses was wide-ranging, and in such cases, the balancing of inconsistencies, omissions, and forthright answers is not one that is best evaluated from only the minutes of proceedings. In this case, I find that nothing in the notes of evidence indicates that the trial judge had erred in his assessment of the witnesses' credibility.

11 It is likely that some agreement had been made that allowed the plaintiff to carry on its services in the mosque, but that does not justify an inference that there was a May 2009 oral contract. The evidence indicates that there was communication between the plaintiff's staff and the Management Board's staff but it seems more like the former requesting, and the latter granting the plaintiff merely a permission or licence to operate its wedding services at the Mosque. It fell short of a commercial contract.

12 The defendant's case was indeed that the Management Board allowed the Mosque to be used for wedding ceremonies as gesture of goodwill to worshippers who requested for it. The Management Board allowed the plaintiff to carry on its business there, and its services were paid directly by the customers to the plaintiff. The judge accepted the evidence that there was no agreement that the plaintiff be given exclusive use of the premises, nor any promise that it would be given exclusive referrals by the Management Board. The plaintiff was itself not clear of this term. Initially it claimed that the oral contract gave it "exclusive use" but abandoned it at trial and claimed that the defendant agreed to give the plaintiff "exclusive referral". The trial judge was right to dismiss this term for lack of clarity, consistency and proof.

13 Even in November 2015 when the parties attempted to establish some formality regarding the use of the Mosque for the plaintiff’s services, and discussions resulted in what the parties called “the 2015 Agreement”, no mention was made of any prior agreement, let alone the May 2009 agreement. Finally, even assuming that there was a contract, there is absolutely no evidence of any breach of the alleged oral contract and no evidence assisting the trial judge to contemplate a quantification of damages. No evidence was sufficiently adduced other than the uncorroborated claim that the dais and various articles had been damaged.

14 For the reasons above, I am satisfied that the trial judge had rightly dismissed the plaintiff’s claim. This appeal is therefore dismissed with costs to the respondent to be taxed if not agreed.

- Sgd -
Choo Han Teck
Judge

Mohammad Shafiq Bin Haja Maideen and Raheja Bte Jamaludin
(Abdul Rahman Law Corporation) for the appellant;
Mirza Namazie and Ong Ai Wern (Mallal & Namazie) for the
respondent.
