

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2019] SGHC 145

Suit No 911 of 2016

Between

Ram Niranjana

... Plaintiff

And

- (1) Navin Jatia
- (2) Samridhi Jatia
- (3) Evergreen Global Pte Ltd
- (4) Shakuntala Devi

... Defendants

Suit No 139 of 2017

Between

Navin Jatia

... Plaintiff

And

Ram Niranjana

... Defendant

SUPPLEMENTAL GROUNDS OF DECISION

[Civil Procedure] — [Costs]

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Ram Niranjan
v
Navin Jatia and others and another suit

[2019] SGHC 145

High Court — Suit Nos 911 of 2016 & 139 of 2017

Chua Lee Ming J

13, 17, 19–20, 24, 30–31 July, 1–3, 7, 10, 15–17, 20, 28–31 August 2018; 6–7, 20 September 2018; 1 October 2018

7 June 2019

Chua Lee Ming J:

1 These grounds of decision are supplemental to my grounds of decision in *Ram Niranjan v Navin Jatia and others and another suit* [2019] SGHC 138 (“*Ram Niranjan*”), and relate to the costs orders that I made. In these supplemental grounds, I shall use the same defined terms as those used in *Ram Niranjan*.

2 As stated in *Ram Niranjan* at [217], I ordered Navin and Mrs Navin to pay

- (a) Ram costs fixed at S\$200,000. I allowed the disbursements as claimed save for the disbursements for Ram’s handwriting expert (which I disallowed) and the reimbursement of hearing fees (which I limited to 50%);

- (b) Mrs Ram costs fixed at S\$150,000. I allowed the disbursements as claimed.

These orders related to the costs and disbursements incurred in Suit 911.

3 The costs awarded to Ram and Mrs Ram were on the basis that they were entitled to only 50% of their costs in Suit 911. Ram's and Mrs Ram's appeals included appeals against the reductions made to the costs awarded to them. In addition, Ram appealed against my decisions to (a) disallow his claim for the fees paid to his handwriting expert, and (b) limit his claim for reimbursement of hearing fees and the trial transcription fees to 50%.

4 In my view, Ram and Mrs Ram were not entitled to full costs because they had failed to prove a substantial number of their claims and allegations:

(a) Ram sought to set aside the 2015 Deed on the ground of uncertainty, misrepresentation, duress, undue influence, unconscionability and material non-disclosure. Mrs Ram relied on the same grounds and also the doctrine of *non est factum*. Both Ram and Mrs Ram failed on all the grounds except one, *ie*, material non-disclosure.

(b) Ram and Mrs Ram succeeded in proving that the MOU was legally binding and that, among other things, they had a contractual licence to reside at the Poole Road property. However, they failed to prove that the contractual licence was irrevocable and I found that Ram had breached the Implied Term. They also failed to prove that (i) there was a common understanding which gave rise to a life interest in the Poole Road property, (ii) Navin was estopped from denying the life interest or revoking the licence to reside at the Poole Road property, (iii)

Navin held the Poole Road property on remedial constructive trust for them, and (iv) Navin and Mrs Navin conspired to constructively evict them from the property by lawful and/or unlawful means.

(c) Ram and Mrs Ram failed to prove their claims in detinue, alternatively, conversion.

(d) Ram succeeded in his minority oppression claim but failed to prove many of the allegations that he had made in support of his minority oppression claim. In particular, Ram failed to prove his allegations that a number of transfers and allotments of shares were carried out without his knowledge and consent, and that his signatures on a number of documents had been forged. Consequently, Ram also failed in his claims for the transfers and allotments to be set aside.

(e) Mrs Ram failed to set aside the SPA on the grounds of economic duress, undue influence, unconscionability, misrepresentation and *non est factum*. Ram failed to prove his claim that Mrs Ram held her shares in Evergreen on trust for him and that Navin was liable for dishonest assistance or knowing receipt in connection with the sale of the shares to Navin under the SPA.

5 Ram had more claims than Mrs Ram, in particular, his claim for minority oppression. I therefore awarded a higher amount of costs to Ram compared to the amount awarded to Mrs Ram.

6 As for Ram's claim for reimbursement of the hearing and transcription fees, I was of the view that he was only entitled to recover 50% of these fees, for the same reasons as those set out above.

7 As for Ram's claim for reimbursement of the fees paid to his handwriting expert, in my view, he was not entitled to recover any of these fees. It was clear from the evidence that Ram's allegations that his signatures had been forged, were spurious allegations. In the circumstances, the fees paid to his handwriting expert were unreasonably incurred.

Chua Lee Ming
Judge

Tan Teng Muan and Loh Li Qin (Mallal & Namazie) for the plaintiff
in Suit No 911 of 2016 and defendant in Suit No 139 of 2017;
Letchamanan Devadason, Mahtani Bhagwandas and Chong Jia Hao
(Legal Standard LLP) for the first to third defendants in Suit No 911
of 2016 and the plaintiff in Suit No 139 of 2017;
Sarbjit Singh Chopra and Ho May Kim (Selvam LLC) for the fourth
defendant in Suit No 911 of 2016.
