

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2021] SGHC 30

Originating Summons No 295 of 2020

Between

Rahman Mohammad Jillour

... Plaintiff

And

Paretam Singh s/o Kishen
Singh@ Pritam Singh Gill

... Defendant

GROUND OF DECISION

[Legal Profession] — [Bill of costs] — [Account]

TABLE OF CONTENTS

INTRODUCTION.....	1
BACKGROUND	2
SUMMARY OF THE PLAINTIFF’S VERSION OF EVENTS	3
SUMMARY OF THE DEFENDANT’S VERSION OF EVENTS	5
THE PLAINTIFF’S CASE.....	6
THE DEFENDANT’S CASE	8
THE DECISION.....	11
ANALYSIS.....	11
ACCOUNT.....	11
THE PLAINTIFF’S ACTUAL COMPLAINT	16
DISCIPLINARY PROCEEDINGS	17
COSTS.....	17
CONCLUSION.....	18

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Rahman Mohammad Jillour
v
Paretam Singh s/o Kishen Singh (alias Pritam Singh Gill)

[2021] SGHC 30

High Court — Originating Summons No 295 of 2020
Aedit Abdullah J
7 August, 16 September, 9 October 2020

10 February 2021

Aedit Abdullah J:

Introduction

1 The plaintiff sought a statement of accounts regarding settlement moneys from the defendant, his former solicitor.¹ As the defendant had already given his version of what the settlement money was used for, and the plaintiff's complaint was really about (a) what actually transpired between him and the solicitor, as well as (b) what was charged by the solicitor, I declined to grant his application. There were indeed aspects of his case that, if his allegations were true, would be of concern. However, his remedy lay properly through some other mechanisms and not what was put forth on his behalf in the present application. The plaintiff has appealed against my decision.

¹ Plaintiff's Originating Summons in HC/OS 295/2020 dated 10 March 2020 at [1].

Background

2 The plaintiff suffered serious injuries to his legs and body in a worksite accident in September 2015.² In October 2015, he instructed the defendant to claim damages against those responsible.³ A settlement was eventually reached in 2017 with the insurers for those responsible, involving a sum of S\$204,674 (“Settlement Sum”) given as full and final settlement of the plaintiff’s claim.⁴ That sum included damages (inclusive of interests), costs and disbursements.⁵ A cheque for the Settlement Sum was issued in favour of the defendant’s firm and the Settlement Sum was subsequently deposited into the firm’s client account.⁶

3 The circumstances of the use of that Settlement Sum were contested between the plaintiff and the defendant.⁷ What was uncontested was that a cheque was drawn on the firm’s client account, and the plaintiff was accompanied to a bank to encash it.⁸

² Plaintiff’s Affidavit dated 1 March 2020 at [5] and page 10; Defendant’s Affidavit dated 3 July 2020 at page 127. All references to “Plaintiff’s Affidavit”, “Plaintiff’s Skeletal Submissions” and “Plaintiff’s Further Skeletal Submissions” refer to the documents titled “Applicant’s Affidavit”, “Applicant’s Skeletal Submissions” and “Applicant’s Further Skeletal Submissions” respectively.

³ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [5].

⁴ Plaintiff’s Affidavit dated 1 March 2020 at [8].

⁵ Plaintiff’s Affidavit dated 1 March 2020 at [8].

⁶ Plaintiff’s Affidavit dated 1 March 2020 at [10] and page 15.

⁷ Plaintiff’s Affidavit dated 1 March 2020 at [20] – [22]; Defendant’s Affidavit dated 3 July 2020 at [37].

⁸ Plaintiff’s Affidavit dated 1 March 2020 at [12] and page 16A; Defendant’s Affidavit dated 3 July 2020 at [43] – [45].

Summary of the plaintiff's version of events

4 The plaintiff's version was that he would be paid S\$170,000 in two tranches: S\$100,000 when he arrived in Singapore in 2017, and a further sum of S\$70,000 after he returned to Bangladesh.⁹ In September 2017, when the plaintiff came to Singapore to collect the money, he met with the defendant's wife at a bank.¹⁰ He was instructed by the defendant's wife to sign on the back of a cheque made out for the Settlement Sum in favour of the plaintiff.¹¹ After cashing the cheque for the Settlement Sum, he was given S\$100,000 in cash.¹² Thereafter, the defendant's wife, and two male persons, escorted the plaintiff to the defendant's office,¹³ where he was instructed by the defendant's employee to sign a few documents.¹⁴ The contents of the documents signed by the plaintiff were not explained to him, and the plaintiff was not provided with copies of the signed documents.¹⁵ He was then given a ticket to return to Bangladesh that very day, even though he had previously informed the defendant that he wanted to stay in Singapore for a few days to arrange for the remittal of the money.¹⁶ He was escorted by the two male persons to the airport, where he took a flight back to Bangladesh.¹⁷ Back in Bangladesh, the plaintiff did not receive the promised S\$70,000 even after two years.¹⁸

⁹ Plaintiff's Affidavit dated 1 March 2020 at [11].

¹⁰ Plaintiff's Affidavit dated 1 March 2020 at [12].

¹¹ Plaintiff's Affidavit dated 1 March 2020 at [12] and page 16A.

¹² Plaintiff's Affidavit dated 1 March 2020 at [12].

¹³ Plaintiff's Affidavit dated 1 March 2020 at [13].

¹⁴ Plaintiff's Affidavit dated 1 March 2020 at [14].

¹⁵ Plaintiff's Affidavit dated 1 March 2020 at [14].

¹⁶ Plaintiff's Affidavit dated 1 March 2020 at [15].

¹⁷ Plaintiff's Affidavit dated 1 March 2020 at [17].

5 In 2019, the plaintiff returned to Singapore from Bangladesh.¹⁹ Accompanied by a friend, the plaintiff met with the defendant at the latter's firm to ask about the S\$70,000.²⁰ Various documents were shown to the plaintiff, including the defendant's invoice no. 2088/17.²¹ Invoice no. 2088/17 indicated that the total amount due from the plaintiff was S\$68,674 ("Invoice Amount").²² The plaintiff claimed that this invoice, which indicated that legal costs amount to S\$58,624,²³ differed from the costs of S\$30,000 he was informed of in June 2017.²⁴ There was also an increase in the disbursements: from S\$4,674 to S\$10,050.²⁵ The plaintiff alleged that he had not been informed of the increase in legal costs and disbursements until his newly instructed solicitors requested for all the relevant documents from the defendant.²⁶ In any event, even with these increased amounts, there was still a sum of S\$36,000 which ought to be remitted to him.²⁷ Via a letter to the defendant dated 10 December 2019, the plaintiff sought documentary evidence of the sum paid to him and the basis for charging the increase in legal costs and disbursements.²⁸

¹⁸ Plaintiff's Affidavit dated 1 March 2020 at [18].

¹⁹ Plaintiff's Affidavit dated 1 March 2020 at [19].

²⁰ Plaintiff's Affidavit dated 1 March 2020 at [19].

²¹ Plaintiff's Affidavit dated 1 March 2020 at [19].

²² Plaintiff's Affidavit dated 1 March 2020 at [19] and page 17.

²³ Plaintiff's Affidavit dated 1 March 2020 at page 17.

²⁴ Plaintiff's Affidavit dated 1 March 2020 at [20] and page 12.

²⁵ Plaintiff's Affidavit dated 1 March 2020 at [20], page 12 and 17.

²⁶ Plaintiff's Affidavit dated 1 March 2020 at [21].

²⁷ Plaintiff's Affidavit dated 1 March 2020 at [22].

²⁸ Plaintiff's Affidavit dated 1 March 2020 at [23] and pages 19 – 20.

6 As the defendant did not respond to the plaintiff's letter dated 10 December 2019, the plaintiff commenced the current proceedings seeking a statement of accounts as regards the Settlement Sum, payment of the balance sum, and other equitable remedies to ensure the release of the balance sum.²⁹

Summary of the defendant's version of events

7 The defendant's version of events differed from the plaintiff's. Out of the Settlement Sum, S\$170,000 was damages, and S\$34,674 was party and party costs and disbursements.³⁰ The defendant also told the plaintiff that the defendant's costs and disbursements, including advances that the defendant's firm had made to him, would be taken from the Settlement Sum.³¹ The defendant's costs, disbursements and advances added up to the Invoice Amount of S\$68,674.³² When the plaintiff came to Singapore in September 2017, the defendant explained the breakdown of the Invoice Amount to him along with the relevant documents.³³ The plaintiff said that he understood the defendant's explanation and agreed to the payment of the Invoice Amount.³⁴ Thereafter, accompanied by one of the defendant's staff, the defendant's wife brought the plaintiff to the bank,³⁵ where the plaintiff encashed the cheque for the Settlement Sum and transferred the Invoice Amount to the defendant's office account.³⁶

²⁹ Plaintiff's Affidavit dated 1 March 2020 at [24]; Plaintiff's Originating Summons dated 10 March 2020 at [1] – [3].

³⁰ Defendant's Affidavit dated 3 July 2020 at [29].

³¹ Defendant's Affidavit dated 3 July 2020 at [33].

³² Defendant's Affidavit dated 3 July 2020 at [37].

³³ Defendant's Affidavit dated 3 July 2020 at [39].

³⁴ Defendant's Affidavit dated 3 July 2020 at [39] and [41].

³⁵ Defendant's Affidavit dated 3 July 2020 at [45].

³⁶ Defendant's Affidavit dated 3 July 2020 at [45] – [48].

The balance was kept by the plaintiff.³⁷ It was only two years later that the plaintiff started to dispute what had occurred.³⁸

8 In November 2019, the plaintiff, along with a friend of his, met the defendant who again explained the documents and charges.³⁹ The plaintiff and his friend appeared satisfied on this occasion.⁴⁰ Subsequently, the plaintiff contacted the defendant’s office again to arrange for another meeting.⁴¹ This time, the defendant’s brother and one of the defendant’s staff met with the plaintiff,⁴² but nothing came out of this meeting.⁴³

The plaintiff’s case

9 The plaintiff sought a statement of accounts as regards the Settlement Sum, payment of the balance sum, and equitable remedies to ensure the release of the balance sum.⁴⁴

10 In summary, the plaintiff argued that the defendant owed the giving of accounts, invoking s 80 of the Legal Profession Act (Cap 161, 2009 Rev Ed) (“LPA”) and rule 16 of the Legal Profession (Professional Conduct) Rules 2015

³⁷ Defendant’s Affidavit dated 3 July 2020 at [46] and [49].

³⁸ Defendant’s Affidavit dated 3 July 2020 at [55].

³⁹ Defendant’s Affidavit dated 3 July 2020 at [57] and [60].

⁴⁰ Defendant’s Affidavit dated 3 July 2020 at [61] – [62].

⁴¹ Defendant’s Affidavit dated 3 July 2020 at [64].

⁴² Defendant’s Affidavit dated 3 July 2020 at [66].

⁴³ Defendant’s Affidavit dated 3 July 2020 at [68].

⁴⁴ Plaintiff’s Originating Summons dated 10 March 2020 at [1] – [3].

(S 706/2015) (“PCR”).⁴⁵ It was argued that there remained issues which were doubtful, and which should be clarified by the defendant.⁴⁶

11 The plaintiff contended that there had been no response to his letter dated 10 December 2019, in which he had sought relevant documents from the defendant.⁴⁷ It was further argued that there were still shortcomings in what was alleged by the defendant, including not deducting costs directly but issuing a cheque for the Settlement Sum, and then obtaining the S\$68,674 from the plaintiff after that cheque was encashed.⁴⁸ Other circumstances of the encashment were also put in issue,⁴⁹ as was the breakdown for the various items for which costs and disbursements were sought.⁵⁰ In addition, there was a sum of S\$36,000 that was still outstanding.⁵¹ A proper account of the Settlement Sum was thus sought.⁵²

12 The plaintiff maintained that taxation was not suitable, as the main complaint was that he was to be paid S\$70,000 which he was still owed.⁵³ No taxation was in fact carried out by the defendant, despite having undertaken to have his bills taxed, and no explanation was given for this failure.⁵⁴

⁴⁵ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [25] – [26].

⁴⁶ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [28].

⁴⁷ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [23] and [27].

⁴⁸ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [29].

⁴⁹ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [29].

⁵⁰ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [30] and [32].

⁵¹ Plaintiff’s Skeletal Submissions dated 30 July 2020 at [33].

⁵² Plaintiff’s Skeletal Submissions dated 30 July 2020 at [34].

⁵³ Plaintiff’s Further Skeletal Submissions dated 14 August 2020 at [6].

⁵⁴ Plaintiff’s Further Skeletal Submissions dated 14 August 2020 at [7].

13 It was stated that there was inadequate protection of foreign workers, and that the present application had to be filed due to the defendant's failure to respond and provide information.⁵⁵

14 The further reliefs sought were payment of the balance settlement amount and other equitable remedies to ensure the release of the balance sum.⁵⁶

The defendant's case

15 The defendant asserted that he had been properly instructed to accept the settlement offer.⁵⁷ The defendant also alleged that he had explained to the plaintiff that the plaintiff would need to pay the defendant's costs and disbursements, including advances that had been made to the plaintiff.⁵⁸ The solicitor and client costs and disbursements amounted to S\$68,674.⁵⁹ When the plaintiff arrived in Singapore to collect the sum payable to him, a cheque was issued from the client account of the defendant's firm for S\$204,674.⁶⁰ An invoice for S\$68,674 was also rendered as well as a client's accounts voucher.⁶¹ The cheque was encashed by the plaintiff,⁶² who also instructed the bank to transfer the Invoice Amount to the defendant's office account.⁶³ The plaintiff counted his cash balance at the office of the plaintiff's firm before leaving.⁶⁴

⁵⁵ Plaintiff's Further Skeletal Submissions dated 14 August 2020 at [10].

⁵⁶ Plaintiff's Originating Summons dated 10 March 2020 at [2] – [3].

⁵⁷ Defendant's Written Submissions at [17].

⁵⁸ Defendant's Written Submissions at [16].

⁵⁹ Defendant's Written Submissions at [21].

⁶⁰ Defendant's Written Submissions at [29].

⁶¹ Defendant's Written Submissions at [29].

⁶² Defendant's Written Submissions at [33].

⁶³ Defendant's Written Submissions at [34].

16 It was only after two years that the plaintiff claimed he had been told that the settlement amount was actually S\$400,000.⁶⁵ After an explanation was given, the plaintiff and a friend of his confirmed that everything was in order.⁶⁶

17 The defendant argued that the present application was unmeritorious.⁶⁷ English cases on r 67.2 of the Civil Procedure Rules 1998 (SI 1998 No 3132) (UK), a provision *in pari materia* with s 80 of the LPA,⁶⁸ show that ordering an account is a matter of discretion which the court will not exercise if information had already been provided:⁶⁹ *Norman Allen v Brethertons LLP* [2018] EWHC B15 (Costs); *Jonathan Whale v Mooney Everett Solicitors Ltd* [2018] EWHC B10 (Costs); *Vivek Ratan v Carter-Ruck Solicitors* (20 May 2019, High Court of Justice Senior Courts Costs Office) (United Kingdom).⁷⁰ Here, the defendant had produced the documents on three separate occasions.⁷¹ The constant requests amounted to oppression and harassment.⁷² The defendant drew a parallel with the rendering of an account by trustees, whereby an account will be refused if it amounts to oppression:⁷³ *Foo Jee Boo and another v Foo Jhee Tuang and others* [2016] SGHC 260 and *Lakshmi Prataprai Bhojwani (alias*

⁶⁴ Defendant's Written Submissions at [35].

⁶⁵ Defendant's Written Submissions at [36] and [41].

⁶⁶ Defendant's Written Submissions at [43] and [44].

⁶⁷ Defendant's Written Submissions at [46].

⁶⁸ Defendant's Written Submissions at [49].

⁶⁹ Defendant's Written Submissions at [53].

⁷⁰ Defendant's Written Submissions at [53] – [57].

⁷¹ Defendant's Written Submissions at [59].

⁷² Defendant's Written Submissions at [69].

⁷³ Defendant's Written Submissions at [70] – [73].

Mrs Lakshmi Jethanand Bhojwani) v Moti Harkishindas Bhojwani [2019] 3 SLR 356.⁷⁴

18 The application for payment of the balance sum was also without merit as no balance sum remained.⁷⁵ The defendant's position was that the plaintiff encashed the cheque and was given the balance of S\$136,000.⁷⁶ The plaintiff's claim that he was to be paid S\$100,000 upfront and S\$70,000 later was illogical and contradicted by the documents.⁷⁷ In any event, this claim would not be resolved by the giving of an account, which the defendant reiterated would show that a bill of S\$68,674 was issued for costs and disbursements, and that the cheque was encashed for S\$204,674 out of which the invoiced amount was paid.⁷⁸ Nothing would be served by the account.⁷⁹

19 The plaintiff's claim that the costs were excessive sat oddly with his claim that he was still owed some S\$70,000.⁸⁰ The proper remedy for any complaint of excessive cost is taxation, and the remedies sought in the present case were inapposite.⁸¹

⁷⁴ Defendant's Further Skeletal Submissions in Reply at [19].

⁷⁵ Defendant's Written Submissions at [77].

⁷⁶ Defendant's Written Submissions at [82].

⁷⁷ Defendant's Written Submissions at [86].

⁷⁸ Defendant's Further Skeletal Submissions in Reply at [14] – [15].

⁷⁹ Defendant's Further Skeletal Submissions in Reply at [16].

⁸⁰ Defendant's Further Skeletal Submissions in Reply at [27].

⁸¹ Defendant's Further Skeletal Submissions in Reply at [30].

The decision

20 I refused the application. As the defendant had already given his version of what the settlement money was used for, the taking of accounts from him would not serve any purpose. The proper course would be to pursue either (a) taxation of the costs or (b) a cause of action founded on the plaintiff's version of the facts, particularly since the plaintiff disputed the defendant's version of events.

Analysis

21 These grounds will consider the scope of the taking or giving of accounts under the LPA, and draw comparisons with the position as regards trustees. The plaintiff's actual complaint will also be analysed, and the real dispute considered.

Account

22 The plaintiff argued that the defendant should account for the moneys received from the settlement. The plaintiff relied on s 80 of the LPA and rule 16 of the PCR.⁸²

23 An action for the giving or taking of accounts from a person is intended to provide the applicant with information about the state of affairs relating to money that is beneficially owned or perhaps owing to the applicant. This can be gleaned from the ambit of the obligation under s 80 of the LPA, as well as from analogous situations such as the giving of accounts by a trustee. The giving of accounts by a trustee is of course different from the accounting of profits owed

⁸² Plaintiff's Skeletal Submissions dated 30 July 2020 at [25] – [26].

by a fiduciary: the former is a process that enables the beneficiary to quantify any deficit and does not of itself provide a remedy for wrong, whereas the latter is a remedy (*Lalwani Shalini Gobind and another v Lalwani Ashok Bherumal* [2017] SGHC 90 at [26]; per Lord Millett NPJ in *Libertarian Investments Ltd v Thomas Alexej Hall* [2014] 1 HKC 368 at [167] and [168]).

24 Section 80 of the LPA reads:

80.—(1) Where the relationship of solicitor and client exists, or has existed, an originating summons may be issued by the client or his representatives for the delivery of a cash account, or the payment of moneys, or the delivery of securities.

(2) The court or a Judge may order the solicitor to deliver to the applicant a list of the moneys or securities which he has in his custody or control on behalf of the applicant, or to bring into court the whole or any part of the same, within such time as the court or a Judge orders.

(3) In the event of the solicitor alleging that he has a claim for costs, the court or a Judge may make such provision for the payment or security thereof or the protection of the solicitor's lien, if any, as the court or a Judge thinks fit.

Subsection (1) provides the statutory basis for a claim for an account, payment of moneys or the delivery of securities. While there is reference to the payment of moneys and delivery of securities, it is clear, looking at the section as a whole, that these are not free-standing remedies but are tied to the obligation to account. Subsection (2) assists the court's consideration on whether to order an account by allowing the court to order the delivery to the applicant of a list of assets in the control or custody of the solicitor. Costs that may be claimed are protected by subsection (3). It appears that s 80 of the LPA is at least partly taken from O 52 r 25 of the Rules of the Supreme Court 1883 (UK) (see *The Annual Practice 1956* (Sweet & Maxwell, 1956) at p 950), as well as the current r 67.2 of the Civil Procedure Rules 1998 (SI 1998 No 3132) (UK). The commentaries do not appear to elucidate further on the scope or objective of the account. There

does not appear to be any local authority dealing with s 80 LPA. The legislative history of s 80 LPA was not canvassed before me, though a comprehensive review may be warranted on appeal.

25 Rule 16 of the LPR was invoked by the plaintiff. It reads:

16.—(1) The following principles guide the interpretation of this rule.

Principles

(a) A legal practitioner is under a duty to ensure that any money or other property which a client of the legal practitioner, with the agreement of the legal practitioner, has entrusted with the legal practitioner, or has made the legal practitioner responsible for, is held in a way that protects the interests of the client.

(b) A law practice is under a duty to ensure that any money or other property which a client of the law practice, with the agreement of the law practice, has entrusted with the law practice, or has made the law practice responsible for, is held in a way that protects the interests of the client.

(2) A legal practitioner is accountable to his or her client for any money or other property which the client has entrusted with the legal practitioner or has made the legal practitioner responsible for.

(3) A legal practitioner must —

(a) promptly notify his or her client whenever the legal practitioner receives any money (including conveyancing money) or securities to be held on behalf of the client; and

(b) expeditiously render statements of accounts when requested by the client.

(4) The duties owed by a legal practitioner under this rule apply, with the necessary modifications, to a law practice.

It is clear from the wording of r 16 that it is concerned with the responsibilities of the solicitor but does not confer any separate or greater basis for the grant of an order for account.

26 Both s 80 of the LPA and rule 16 of the LPR are concerned with the solicitor. A parallel may of course be drawn with the obligation of a trustee to keep accounts, and an order for the taking of accounts against a defaulting trustee. However, such an order can be declined if the court concludes that disclosure is a more appropriate and sufficient remedy: *Wingate v Butterfield Trust (Bermuda) Ltd* [2008] WTLR 357 at [42]. In this context, it is clear that the obligation to render an account is premised on the trustee's obligation to keep a record of the state of the assets under his or her charge: see Lynton Tucker, Nicholas Le Poidevin & James Brightwell, *Lewin on Trusts* (Sweet & Maxwell, 20th Ed, 2020) at para 21-031.

27 No authority was cited in support of the proposition that an account should be available in this situation, where a bill had already been rendered together with documentary evidence. To recap, the defendant already revealed that:⁸³

- (a) the settlement sum was S\$204,674;⁸⁴ and
- (b) the solicitor and client costs and disbursements payable by the plaintiff amounted to S\$68,674, which consisted of:⁸⁵
 - (i) costs amounting to S\$53,950;
 - (ii) disbursements amounting to S\$4,674; and
 - (iii) advances amounting to S\$10,050.

⁸³ Defendant's Written Submissions at [20] – [21].

⁸⁴ Defendant's Bundle of Documents, Tab 3, Page 145.

⁸⁵ Defendant's Affidavit dated 3 July 2020 at [37].

The defendant's letter dated 29th June 2017 indicated the Settlement Sum.⁸⁶ The defendant's invoice no. 2088/17, which was allegedly given to the plaintiff in September 2017,⁸⁷ further indicated that the total amount due from the plaintiff was S\$68,674.⁸⁸ The breakdown from (b)(i) to (b)(iii) was only set out in the defendant's affidavit and not in any other document,⁸⁹ but it was not necessary to order any account given that invoice no. 2088/17 had already been given for the total sum.

28 In initial arguments, the plaintiff referred to an unreported precedent in support of the proposition that the court could grant an order for an account in this situation.⁹⁰ In the plaintiff's further arguments it was revealed that while there had been an application for account made in that case, the dispute in that case had been settled.⁹¹

29 The simple point of the matter is that an account had in fact already been given by the defendant, at least indicating the defendant's version of what had happened to the Settlement Sum. The defendant also alleged that he had shown the relevant documents to the plaintiff and had explained the breakdown on a number of occasions.⁹² The defendant's affidavit expressly recounts this position.⁹³ Nothing would be served further by ordering an account to be given.

⁸⁶ Defendant's Bundle of Documents, Tab 3, Page 142.

⁸⁷ Defendant's Written Submissions at [22] and [29].

⁸⁸ Defendant's Bundle of Documents, Tab 3, Page 151.

⁸⁹ Defendant's Affidavit dated 3 July 2020 at [37].

⁹⁰ Minute Sheet for Hearing on 7 August 2020, Page 5.

⁹¹ Plaintiff's Further Skeletal Submissions dated 14 August 2020 at [3].

⁹² Defendant's Written Submissions at [59] – [65].

⁹³ Defendant's Affidavit dated 3 July 2020 at [33], [39], [57] and [60].

30 The plaintiff did complain that at least one of its letters went unanswered,⁹⁴ but the defendant's affidavit and submissions in the course of these proceedings have already addressed that letter and nothing further would again be served by the giving of accounts.

31 The plaintiff further asserted that there was a difference between what he had been told in 2017 and what he had been showed in 2019.⁹⁵ Any discrepancy could not, however, be addressed by the giving of accounts. The figures are known; they may be contested, but they are known and revealed. Giving an account would serve no further purpose.

32 The various decisions cited by the defendant do indicate that the court's discretion should not be exercised in favour of the plaintiff. Given the prior provision of the information sought, ordering an account would not serve any purpose.

The plaintiff's actual complaint

33 As is evident from the prayers sought in the present originating summons, the affidavits filed and the parties' submissions, the plaintiff's real complaint appeared to comprise two aspects:

- (a) the quantum of the bills, legal costs, and disbursements in question; and
- (b) the defendant promising something different, with an outstanding payment of \$70,000 to be made to the plaintiff.

⁹⁴ Plaintiff's Skeletal Submissions dated 30 July 2020 at [23] and [27].

⁹⁵ Plaintiff's Skeletal Submissions dated 30 July 2020 at [20].

34 Taking first the complaint relating to quantum, there might be questions remaining about how various figures were arrived at, but these were not questions to be resolved by an account. Rather, these questions should be resolved through a different process, namely, taxation. The question was not what happened to the money, but whether the defendant was justified in charging the sums he had charged. As argued by the defendant, providing an account here would not make any difference and, critically, would not assist the plaintiff in resolving his complaint.⁹⁶

35 As for the second complaint, that what was promised to the plaintiff was something different, this could not be resolved by an application for an account either. It required a resolution of different factual versions with the testing of witnesses' testimonies. A cause of action based on the plaintiff's version would thus have to be identified and pursued in the proper manner. The remedies sought by the plaintiff would not be established through the taking of accounts.

Disciplinary proceedings

36 In so far as there might be any possible misconduct by the defendant, a formal complaint should be made in the proper manner within the appropriate legislative framework, such that a proper inquiry may be made and a finding reached with either the plaintiff or defendant vindicated accordingly.

Costs

37 The plaintiff was ordered to pay the defendant costs fixed at S\$8,000 with disbursements fixed at S\$1,047,66.

⁹⁶ Defendant's Further Skeletal Submissions in Reply at [13] – [16].

Conclusion

38 While the plaintiff's allegations did on their face raise concerns about what transpired, what was invoked by this originating summons was not appropriate. This was not a mere technicality. The correct process has to be used and the correct remedy sought, so that the requirements laid down by the law are met, ensuring proper consideration of the evidence and arguments that can be made. It is in this way that the Courts can ensure that justice is done for all. It may be that the plaintiff has a justifiable complaint; or it may be that the defendant has a good defence. The application as filed could not lead to answers to these questions and had to be declined.

Aedit Abdullah
Judge of the High Court

Manickam Kasturibai and Jocinda Wong Jia Heng (East Asia Law Corporation) for the plaintiff;
Liew Teck Huat, Achala Krishna Menon, Ho Jun Yang Joshua (He Junyang) and Kanapathi Pillai Nirumalan (Niru & Co LLC) for the defendant.