Parkway Hospitals Singapore Pte Ltd (trading as Mount Elizabeth Hospital) and Another v Sandar Aung
[2006] SGHC 200

Case Number : Suit 68/2006

Decision Date : 07 November 2006

Tribunal/Court : High Court

Coram : Judith Prakash J

Counsel Name(s) : Lek Siang Pheng and Mar Seow Hwei (Rodyk & Davidson) for the plaintiffs; James Leslie Ponniah and Leong Sue Lynn (Wong & Lim) for the defendant

Parties : Parkway Hospitals Singapore Pte Ltd (trading as Mount Elizabeth Hospital); Mount Elizabeth Medical Holdings Ltd (formerly known as Elizabeth Hospital Ltd.) — Sandar Aung

Contract – Assignment – Capacity – Whether assignee can sue debtor in own name where notice of such assignment not given to debtor

Contract – Contractual terms – Rules of construction – Defendant contracting with hospital to pay all expenses incurred by defendant's mother's stay in hospital – Hospital furnishing defendant with estimate of bill – Final bill exceeding estimate greatly – Whether agreement including bill estimate such that defendant not liable to pay excess costs

7 November 2006

Judith Prakash J:

1 At the conclusion of the trial of this action, I gave judgment in favour of the plaintiffs for the sum of $320,083.77 together with interest at the rate of 6% per annum from the date of the writ and costs on the indemnity basis. The defendant has appealed.

Background

2 This action was commenced by the first plaintiff, Parkway Hospitals Singapore Pte Ltd ("Parkway"), to recover from the defendant, Ms Sandar Aung, a sum of $537,432.34 alleged to be due to Parkway in respect of medical facilities rendered to the defendant's mother, one Daw Tin Nyunt ("Mdm Tin Nyunt"). The second plaintiff, Mount Elizabeth Medical Holdings Ltd ("MEM Holdings"), was added to the action at the close of the first plaintiff's case.

3 In January 2004, MEM Holdings was running a private hospital in Singapore called Mount Elizabeth Hospital ("the hospital"). On 7 January 2004, Mdm Tin Nyunt was admitted to the hospital for the purpose of undergoing an angioplasty. Her daughter, the defendant, signed an agreement with MEM Holdings ("the Agreement") agreeing to be liable to MEM Holdings for all expenses incurred by Mdm Tin Nyunt in the course of her stay in the hospital. At the time the Agreement was signed, it was anticipated that Mdm Tin Nyunt would be in the hospital for only two days and the defendant was informed that the estimated hospital charges were approximately $15,227.30. She was asked to pay a deposit of $10,000 towards these fees, which she duly did.

4 Unfortunately, something went wrong during the angioplasty procedure and, as a result, Mdm Tin Nyunt had to undergo urgent heart bypass surgery. Post-operatively, she developed other complications that included a minor stroke, infection, gangrene, bleeding into the gastro-intestinal tract and emotional changes. All this resulted in a lengthy stay in the hospital. Mdm Tin Nyunt was eventually discharged on 19 December 2004. On 29 December 2004, Parkway sent Mdm Tin Nyunt an

invoice for the sum of $537,432.34 being the balance due after payments totalling $23,000 had been taken into account. Of the amount claimed, $128,728.50 was described as being doctors' fees.

5 While Mdm Tin Nyunt was in the hospital, there had been a change in the management of the hospital. On 1 October 2004, pursuant to an internal restructuring of the group to which both plaintiffs belonged, the hospital business, assets and liabilities of MEM Holdings were transferred and assigned to Parkway. Thereafter, the hospital was operated by Parkway and MEM Holdings ceased to be involved in that business.

6 Mdm Tin Nyunt did not settle the invoice and this action was commenced against the defendant in February this year. The statement of claim was straightforward. It recited the Agreement, the medical services rendered to Mdm Tin Nyunt, the assignment of MEM Holdings' business and assets to Parkway, the invoice and the failure by the defendant to pay the amount due despite demand having been made therefor.

7 The defendant denied liability on various grounds. It is not necessary to mention all of them as she elected not to give evidence at the end of the plaintiffs' case and therefore did not put forward an affirmative case of her own. The pleaded contentions that the defendant relied on to defeat the plaintiffs' claim therefore related to the way in which that claim was structured and the true meaning of the Agreement. In this connection, she contended that cl 1 of the Agreement expressly or impliedly provided that she would be liable to the hospital for all liabilities incurred by and on behalf of Mdm Tin Nyunt relating, and limited, to the provision of medical facilities for two days from 7 January 2004 for the angioplasty procedure and post-insertion care in the sum of $15,227.30. The scope and ambit of the Agreement was only to provide Mdm Tin Nyunt with three stents and medical facilities before and after the insertion of the stents for a period of two days. Accordingly, the defendant was not liable for facilities provided by the hospital over and beyond the scope and ambit of the Agreement. The plaintiffs' claim for $537,432.34 for medical facilities was outside the contemplation of the Agreement and was not undertaken or provided for the defendant's benefit or at her behest. As such, the plaintiffs' claim, if any, should be directed to Mdm Tin Nyunt. A list of the ailments suffered by Mdm Tin Nyunt while she was in the hospital was set out. The defendant averred that she had not admitted Mdm Tin Nyunt to the hospital for any of those ailments nor had she agreed to be responsible for medical facilities provided for treatment of the same.

8 In respect of the plaintiffs' claim for the professional charges of the doctors who attended to Mdm Tin Nyunt, the defendant contended that she did not engage these doctors and therefore was not liable for their fees. Alternatively, she said that the plaintiffs did not have the *locus standi* to make the claim for the professional fees of the doctors who provided services to Mdm Tin Nyunt. Further, the defendant pleaded that she had no knowledge of the assignment from MEM Holdings to Parkway and put the plaintiffs to strict proof of the same.

9 The issues that arose from the pleadings and from the defendant's election not to offer any evidence were as follows:

(a) What was the effect of the assignment of the Agreement by MEM Holdings to Parkway and what rights against the defendant did Parkway obtain thereby?

(b) What, on the true construction of the Agreement, was the extent of the defendant's liability in respect of Mdm Tin Nyunt's stay in the hospital?

(c) Did the plaintiffs have any legal basis on which to claim the fees of the doctors who attended to Mdm Tin Nyunt?

The first issue – the enforceability of the assignment

10 As I have said, at the time the case commenced, there was only one plaintiff, Parkway. At the end of Parkway's case, the defendant elected not to call any evidence. Her counsel, Mr James Ponniah, therefore commenced the closing submissions on her behalf. In relation to the issue of the assignment, he had two points. The first was that any amounts incurred in respect of hospital services rendered to Mdm Tin Nyunt from 2 October to 19 December 2004 could not have been assigned by MEM Holdings to Parkway and therefore Parkway was not entitled to sue the defendant for them since Parkway's rights against the defendant arose solely by virtue of the assignment of the Agreement. As far as this point was concerned, there was little that Parkway could do to rebut it.

11 The pleadings relied on the assignment by MEM Holdings. That assignment was dated 1 October 2004 and by it, MEM Holdings conveyed and assigned all its rights, title and interest in and to the written contracts between itself and its patients in respect of the hospital and medical services provided by MEM Holdings. This assignment therefore covered the Agreement between the defendant and MEM Holdings. The rights that MEM Holdings had against the defendant under the Agreement arose through the undertaking signed by her therein that, in consideration of MEM Holdings admitting and/or rendering medical services to Mdm Tin Nyunt, she would be liable, together with Mdm Tin Nyunt, for all charges and expenses incurred by and on behalf of Mdm Tin Nyunt. The undertaking was given to MEM Holdings and thus applied to facilities provided by MEM Holdings to Mdm Tin Nyunt. What MEM Holdings assigned to Parkway was what MEM Holdings itself would be entitled to recover from the defendant for having provided services to Mdm Tin Nyunt. All services provided by MEM Holdings ceased on 1 October 2004. Thereafter, the services were provided by Parkway. Thus, the assignment only covered amounts that accrued before Parkway took over the operation of the hospital. Any amounts that Parkway itself incurred in providing services to Mdm Tin Nyunt after 1 October 2004 could only be recovered by Parkway from the defendant if she had contracted with Parkway to be responsible for such charges. There was no such contract.

12 The second point that Mr Ponniah took was a more technical one. He submitted that as neither Parkway nor MEM Holdings had given notice of the assignment to the defendant (a fact that was not disputed), Parkway was not entitled to sue her in its own name. In making the submission, Mr Ponniah relied on the established legal principle that, in order to transfer the legal right to a debt by an assignment, an absolute assignment must be executed and notice of this assignment must be given to the debtor. If no notice is given, then, whilst the assignment will be valid in equity between the assignor and the assignee, the debtor will not be bound and will be entitled to refuse to pay the debt except to the original creditor. For the assignee to sue the debtor to recover the debt, there must be a legal assignment. If the assignment is only equitable, as it will be if no notice is given, then the assignee cannot sue in his own name and the assignor must be made a co-plaintiff.

13 Mr Ponniah's point was a valid one. Whilst Parkway's counsel, Mr Lek Siang Pheng, did make some submissions in support of the course of action taken by his client, the next day he recognised its strength by applying to add MEM Holdings as the second plaintiff. I granted the application upon terms, although it was late, as from the beginning of the action it was clear that Parkway was suing as an assignee, and the problem was a technical one which could have easily been averted had notice of the assignment been given to the defendant before the commencement of the action or had MEM Holdings been made a co-plaintiff at the beginning. Neither course would have been difficult since MEM Holdings and Parkway were still part of the same group after the sale of the hospital business from one to the other. Once the amendment was effected, Mr Ponniah's second objection no longer had any merit as far as the claim for the charges incurred by Mdm Tin Nyunt before 1 October 2004 was concerned.

The second issue – the construction of the Agreement

14 The Agreement (a standard form document entitled "Mount Elizabeth Hospital Ltd Conditions of Services/Hospital Policies") contained the following material provisions:

> 1. **FINANCIAL OBLIGATION:**
>
> The undersigned is liable to pay the account of the hospital immediately upon his discharge in accordance with the prevailing rates and terms of the hospital. In the event that the undersigned fails to pay any sum due to the hospital on the date of his/her/the patient's discharge, the hospital reserves the right to charge interest at the hospital's then prevailing rate on the said sum from the date of the tax invoice until payment of the said sum is made in full to the hospital, subject to a minimum interest payment of S$10.00. For the avoidance of doubt, the hospital's right to claim interest as aforesaid shall not affect or prejudice its right to payment of the said sum immediately upon his/her/the patient's discharge.
>
> The undersigned should obtain an estimate of his/her/the patient's attending physician's/specialist's charges from them. The hospital shall assume upon the receipt of this signed conditions of services/hospital policies form that the undersigned has familiarised himself/herself with the hospital charges and fees and charges of his/her/the patient's attending physician/specialist and that the undersigned appreciates and is fully aware of the financial obligations that he/she is undertaking in relation to his/her/the patient's hospitalisation and treatment.

15 This document was drafted so that it would be signed by both the patient and another person undertaking to be responsible for the charges incurred by the patient. At the end of the document after the portion that provided for the signature of the patient, a paragraph entitled "Undertaking (Person Other Than Patient)" ("the Undertaking") appeared. The body of the Undertaking read:

> I hereby declare that I am not an undischarged bankrupt and agree, in consideration of your admitting and/or rendering medical services/facilities to the patient, to be liable and/or to be jointly and severally liable with the patient for all charges, expenses and liabilities incurred by and on behalf of the patient including any interests chargeable and legal costs on an indemnity basis as set out in paragraph 1 hereinabove. I confirm that my agreement hereunder is an independent obligation which shall continue in full force and effect notwithstanding that the patient or the person authorised by the patient to sign on his behalf (as the case may be) is unable and/or unavailable for any reason whatsoever to sign this document as required above.

In the instant case, the defendant not only signed the Agreement on behalf of Mdm Tin Nyunt but she also signed the Undertaking on her own behalf.

16 The evidence given on behalf of the plaintiffs was that it was the hospital's practice to require a person other than the patient to provide a guarantee and indemnity in respect of the hospitalisation expenses. Before a patient was admitted into the hospital, the usual procedure was for the patient and her guarantor to be given financial counselling by the hospital about the estimated hospitalisation expenses based on what the patient's private medical specialist had indicated as the treatment to be given. The hospital would put up an estimate of the charges to be incurred based on the medical procedure to be carried out and the length of stay anticipated as advised by the patient's doctor.

17 One Ms Siew Mun Hong, who worked as a business office executive at the hospital during the material time, testified that she had handled the admission registration of Mdm Tin Nyunt on 7 January 2004. While she did not remember Mdm Tin Nyunt specifically, she stated that she would have followed her usual routine of registering the patient and giving financial counselling except that in this case it was probable that Mdm Tin Nyunt herself may not have been present at the admission counter since she did not sign either of the two documents that were generated at that time. Probably, only the defendant was present as she had signed both documents.

18 Ms Siew's usual procedure when admitting a patient into the hospital was to ask for the doctor's admission letter first and then verify the patient's identity before proceeding to register the patient for admission. After registration, she would proceed with financial counselling. This meant that she would give a billing estimate to the patient based on the diagnosis and the medical procedure or surgery intended to be carried out. To obtain this estimate, Ms Siew would use a computer program provided by the hospital. The patient's diagnosis and the operation code for the intended medical procedure would be keyed into the computer and that would generate an estimate of the bill. Thereafter, Ms Siew would print out a document called the "Estimate of Hospital Charges" ("the Estimate"). In this case, Ms Siew testified that she would have keyed in the information based on the letter to the hospital from Mdm Tin Nyunt's cardiologist, one Dr Maurice Choo, stating that Mdm Tin Nyunt was to be admitted for two days for the purpose of an angioplasty being carried out.

19 Ms Siew stated that in a typical admission, the Estimate would be the first document that she would bring to the attention of the patient and the guarantor. When showing them the Estimate, it was Ms Siew's usual practice to emphasise that the figures shown were only estimates. She would go through the estimated length of stay, the accommodation charges and the ancillary charges (*ie,* the charges for the use of the operating theatre, medication and investigations). She would point out to the patient that the estimates given did not include the doctors' charges. Then, she would tell the patient that the hospital needed a deposit and that the deposit could be set off against the hospital bills. Thereafter, the patient and guarantor would be asked to sign the Estimate. Next, Ms Siew would go through the hospital's Conditions of Services/Hospital Policies form with the patient and the guarantor. The latter would have to sign that document as well after reading it. Copies of both documents signed would be given to the patient.

20 The Estimate produced for Mdm Tin Nyunt indicated that the accommodation charges for two days would be $878 and the ancillary charges would be $14,349.30 resulting in the "Total estimated hospital charges" being $15,227.30. The Estimate also stated that the deposit required was $10,000. The Estimate provided for signature by the recipient and the defendant duly signed it. The following paragraphs appear above the signature portion of the Estimate:

> Please note the following:
>
> The above estimated hospital charges are averages based on the previous hospital patients with similar diagnosis and treatment. The actual bill may differ depending on the final diagnosis, treatment received and the actual length of stay in the hospital. The estimated hospital charges stated above are at best estimates only.
>
> The Hospital does not warrant that the actual charges payable by the above-named patient upon discharge would be similar to the estimated total charges stated above. This would depend on the final diagnosis, treatment received and the actual length of stay of the patient.

21 Ms Siew testified that at no time during the registration and financial counselling on 7 January 2004 did she inform or represent to the defendant that the eventual hospital bill would be limited to

the amount stated in the Estimate. She agreed, in the course of cross-examination, that neither the Estimate nor the Agreement said anything specific about charges incurred as a result of complications arising during treatment. She was aware that from time to time patients did suffer complications but she said that she did not give any information to the defendant or to other patients about complications because it was not her position to do so. Her position was to deal with what the patient before her was being admitted for and the Estimate generated by the computer.

22 Mr Ponniah submitted that the Agreement, properly construed, did not permit the plaintiffs to recover all the charges that were sustained by Mdm Tin Nyunt while she was in the hospital. It only permitted them to recover an amount that was in the region of the estimate given to the defendant. The evidence of the plaintiffs showed that the financial counselling that was given to the defendant was limited to the procedure for which Mdm Tin Nyunt was being admitted and the number of days of hospitalisation that she was supposed to be admitted for. When the witness, Ms Siew, was asked what she had advised about complications, she had replied that she was not in a position to advise about that matter. So, all that the defendant was told on the day of admission was that the estimated costs were $15,227.30. Whilst the Estimate might have included phrases like "final diagnosis" and "actual length of stay", no one had given the defendant financial counselling on what would happen if there were complications. So, he asked, what was the premise that the defendant contemplated when she signed the Agreement? His answer was that she contemplated the angioplasty procedure and two days in hospital. In fact, that was what both parties contemplated but instead, a situation had occurred that neither had anticipated from which all sorts of complications had arisen.

23 I put it to Mr Ponniah that he could not say that it was completely out of the parties' contemplation that something similar to what happened might happen since Mdm Tin Nyunt was in the hospital for treatment and many things might go wrong in such a situation. Mr Ponniah's reply was that if "they" (by which I think he meant MEM Holdings) had knowledge that such complications might arise, then the Agreement should have reflected that and provided expressly for expenses arising out of medical complications to be paid. Instead, he submitted, the Agreement as it stood was very uncertain as to whether complications were within its ambit. In this situation, since the Agreement and the Estimate were both drafted by MEM Holdings, any ambiguity should be interpreted against the interests of MEM Holdings in accordance with the application of the *contra proferentem* rule. In this connection, he cited *Lexi Holdings plc v Garth Scott Stainforth* [2006] EWCA Civ 988 (17 July 2006), a decision of the English Court of Appeal which, in applying the *contra proferentem* rule to the case before it, explained the basis of the rule in the words of Lord Mustill in *Tam Wing Chuen v Bank of Credit and Commerce Hong Kong Ltd* [1996] 2 BCLC 69 at 77 as follows:

> [T]he basis of the contra proferentem principle is that the person who puts forward the wording of a proposed agreement may be assumed to have looked after his own interests, so that if words leave room for doubt about whether he is intended to have a particular benefit there is reason to suppose that he is not.

24 Mr Ponniah referred to cl 1 of the Agreement and in particular the following wording:

> The hospital shall assume upon the receipt of this signed conditions of services/hospital policies form that the undersigned has familiarised himself/herself with the hospital charges and fees … and that the undersigned appreciates and is fully aware of the financial obligations that he/she is undertaking in relation to his/her/the patient's hospitalisation and treatment.

He also referred to the subsequent language in the Undertaking that states:

… for all charges, expenses and liabilities incurred by and on behalf of the patient …

He submitted that the defendant signed the Agreement after she was provided with the Estimate upon which she relied to "[familiarise] … herself with the hospital charges and fees" and that this familiarisation provision coloured and blinkered the ambit of the subsequent "all charges" provision. That phrase, *ie*, "all charges" could not be extended to cover the situation that was encountered after 7 January 2004 when the defendant signed the Agreement. In his submission, the said phrase on a proper construction meant all charges and expenses incurred in respect of the angioplasty and the two subsequent days on which it was anticipated that medical services would be required. The phrase "all charges" was not a stand-alone phrase with latent *carte blanche* propensities. Rather, it was a phrase that had to be construed in the context of the whole document to cater for the particular factual matrix that existed on 7 January 2004.

25 I was referred to the recent decision of Kan Ting Chiu J in Suit No 584 of 2004 ("Suit 584/2004"). The plaintiff in that case was MEM Holdings under its previous name of Mount Elizabeth Hospital Ltd. It had provided medical facilities and services to one Lee Chin Siew ("the patient"). The defendant in the action was the patient's son, Lee Wee Chai. The patient had been admitted to the hospital on 8 May 2003 for an operation and a seven-day stay. At the time of admission, the defendant had been given an estimate of $6,322.90 in respect of the hospitalisation charges and he had signed an agreement in identical terms to that signed by the defendant. Unfortunately, complications occurred while the patient was in the hospital and he remained in the hospital for several months and subsequently died. The hospital sued the defendant for $260,783.09. The defendant resisted the action on various grounds including the assertion that the plaintiff's claim was outside the scope, ambit and contemplation of the agreement signed by the defendant. Eventually, interlocutory judgment was entered in favour of the plaintiff and the defendant was ordered to pay the plaintiff the hospitalisation and other charges of the patient connected with the original treatment contemplated, including a reasonable period of recovery, as assessed by the registrar, and taking into account the estimated hospital charges given by the plaintiff to the defendant. Mr Ponniah, who was counsel for the defendant in that case as well, urged me to take the same course of action as had been followed there.

26 I was not persuaded by Mr Ponniah's submissions. I accepted the plaintiffs' submissions presented by their counsel, Mr Lek, that there was no ambiguity in the Agreement and that the defendant was bound to pay all the hospital charges incurred in relation to Mdm Tin Nyunt from 7 January 2004 to 1 October 2004 whether the same arose out of the procedure originally contemplated or out of the unfortunate medical complications that occurred while Mdm Tin Nyunt was in the hospital. In the circumstances of this case, the *contra proferentem* rule did not apply.

27 I agreed with Mr Lek that the contract between the parties was the Agreement and the Agreement alone and that the Estimate was itself not a contract between them. The defendant's liability pursuant to the Undertaking was expressly and clearly spelt out in the Agreement both in cl 1 thereof and in the body of the Undertaking itself. That wording was unambiguous. There was no limit on the liability to pay of the person giving the Undertaking. By signing it, the defendant agreed to be liable to the plaintiffs for *all* the hospital's charges, expenses and liabilities incurred by and on behalf of Mdm Tin Nyunt.

28 The Estimate could not be used to modify the liability of the defendant under the Undertaking. Its wording was plain as can be seen from the paragraphs that I have cited in [20] above. That language clearly indicated to the reader that the figure of $15,227.30 was an average estimate based on previous cases. It was pointed out that the actual bill might differ depending on the diagnosis, the treatment and the actual length of stay. Again, the estimated charges were "at

best" estimates only. The second paragraph quoted indicated that no warranty was given by the hospital that the actual charges payable upon discharge would be similar to the estimated charges. Again, it was repeated that the actual charges would depend on the final diagnosis, the final treatment received and actual length of stay of the patient.

29 Mr Lek reminded me that the defendant's liability had to be determined solely on the construction of the Agreement and that the court had, in accordance with the ruling of the Court of Appeal, to take an objective approach when construing a contract. As stated by Karthigesu JA in *Pacific Century Regional Developments Ltd v Estate of Seow Khoon Seng* [1997] 3 SLR 761 at [17]:

> The law on the construction of documents is clear. In the case of a contract, such as the agreement in question which is wholly in writing, the court is required to ascertain the mutual intention of the parties as expressed in the words of the agreement. The law is concerned with the objective appearance, rather than with the actual fact, of agreement. It is not concerned with the actual intentions of the parties, rather it is the court's task to decide what each party was reasonably entitled to conclude from the conduct of the other.

30 As far as the decision in Suit 584/2004 was concerned, Mr Lek submitted that I could not take it as a precedent as no grounds for the decision had been given. I agreed. There were various defences in Suit 584/2004, not all of which had been raised in the present case. I did not know precisely why Kan J had come to the decision he did and I could not guess his reasons for doing so. As far as the case before me was concerned, I was satisfied that contractually the defendant had undertaken to pay for all medical services provided by MEM Holdings to Mdm Tin Nyunt. The words "all charges, expenses and liabilities" had to be given their plain meaning and could not be limited to the estimated charges indicated at the beginning in the Estimate. In any case, it was apparent that the defendant had been warned that the initial figure given to her was only an estimate and was only in respect of a two-day stay during which an angioplasty procedure would be performed. The defendant did not give evidence. There was no indication that anything was said to her that was in conflict with the plain words of either the Agreement or the Estimate. This absence of evidence also undermined Mr Ponniah's argument about what the defendant was familiarised with when Ms Siew gave her the financial counselling. The defendant did not testify that anything Ms Siew said to her made her believe that, in any situation and whatever happened, the total amount payable by her for her mother's stay in hospital would only be $15,227.30. The evidence of Ms Siew was that she would have told the defendant that that sum was an estimate only. There was no evidence to contradict that that was what was actually said or that could support an argument that the defendant had entered into the Agreement on a basis that was different from that expressed in the document itself.

The third issue – liability for the doctors' fees

31 The sum originally claimed by Parkway in this action was made up of the following components:

(a) $431,535.84 for the facilities and services rendered by the hospital (of which $88,452.04 represented charges accruing on and after 1 October 2004);

(b) $168 for the ambulance that conveyed Mdm Tin Nyunt when she was discharged from the hospital;

(c) $128,728.50 being the fees charged by the various consultant medical practitioners who attended to Mdm Tin Nyunt while she was in the hospital.

32 Mr Ponniah submitted that the plaintiffs were not entitled to recover from the defendant the sum of $128,728.50 charged by the various doctors because each of these doctors had a separate contract with Mdm Tin Nyunt and their fees were not covered by the Agreement. The plaintiffs agreed that the doctors were not their employees but were independent contractors who were allowed to offer medical services at the hospital. They nevertheless argued that they could recover the doctors' fees because the defendant had undertaken to pay for all charges, expenses incurred by and on behalf of Mdm Tin Nyunt. I did not accept this argument. My construction of the Agreement was that in undertaking to pay "all charges, expenses and liabilities incurred by and on behalf of the patient", the defendant had been undertaking to pay all such amounts incurred by Mdm Tin Nyunt in respect of MEM Holdings only since the consideration for the undertaking was MEM Holdings' agreement to admit Mdm Tin Nyunt into the hospital and render medical services and facilities to her. The doctors were not employed by MEM Holdings and the defendant had no contract with them. It was clear from the evidence that MEM Holdings required Mdm Tin Nyunt to obtain her own specialists and did not provide these doctors as part of its medical services. MEM Holdings itself did not incur any liability to any of the doctors by reason of their attendance on Mdm Tin Nyunt. By including the doctors' fees in its bill, it was simply acting as a collection agent on behalf of the doctors. That might have been a convenient way of collecting the fees, but it could not impose a legal liability on the defendant that did not otherwise exist. I therefore held that the plaintiffs had no legal basis on which to recover the doctors' fees from the defendant.

Conclusion

33 For the reasons given above, at the end of the trial, the plaintiffs obtained judgment against the defendant in the sum of $320,083.77 (being the amount Mr Lek confirmed represented hospital charges incurred for the period from 7 January 2004 to 1 October 2004 less the amount of $23,000 already paid).