

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

**[2017] SGHC 258**

Suit No 165 of 2016

Between

Muhammad Hamdi bin Ithnin  
(administrator of the estate of  
Muhammad Mundzir bin  
Ithnin, deceased)

*... Plaintiff*

And

Toh Hwee Hong Freddy

*... Defendant*

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**JUDGMENT**

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[Damages] — [Assessment]

## **TABLE OF CONTENTS**

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<b>INTRODUCTION.....</b>	<b>3</b>
THE PLAINTIFF’S CASE.....	6
THE DEFENDANT’S CASE .....	11
<b>THE ISSUE.....</b>	<b>16</b>
<b>THE DECISION.....</b>	<b>16</b>
THE DEPENDENCY CLAIM .....	16
THE ESTATE’S CLAIM.....	20
<b>CONCLUSION.....</b>	<b>20</b>

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**Muhammad Hamdi bin Ithnin (administrator of the estate of  
Muhammad Mundzir bin Ithnin, deceased)**

**v**

**Toh Hwee Hong Freddy**

**[2017] SGHC 258**

High Court — Suit No 165 of 2016  
Lai Siu Chiu SJ  
4 July 2017; 2 August 2017

19 October 2017

Judgment reserved.

**Lai Siu Chiu SJ:**

### **Introduction**

1 This was a sad case involving a fatal road accident that took place on the night of 21 May 2015 (“the accident”) between a motorcycle no. FBD 3809U (“the motorcycle”) ridden by Muhammad Mundzir bin Ithnin (“the deceased”) and a motorcar no. SJL 3321Y (“the car”) driven by Toh Hwee Hong Freddy (“the defendant”). The defendant was making a right turn at a traffic light controlled junction at Woodlands when the car collided with the motorcycle and the deceased was flung some 5m from the motorcycle.<sup>1</sup> The 21-year-old deceased sustained multiple injuries as a result of which he passed away the following morning at Khoo Teck Puat Hospital (“KTPH”).<sup>2</sup>

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<sup>1</sup> AB67 and AB129.

2 The deceased's elder brother Muhammad Hamdi bin Ithnin ("the plaintiff"), as the administrator of the deceased's estate, commenced proceedings in Suit No 165 of 2016 against the defendant in negligence arising out of the demise of the deceased, making claims on behalf of the estate and the dependants who were his parents.

3 On 15 September 2016, interlocutory judgment by consent was entered against the defendant on the basis of his bearing 90% liability, with damages to be assessed by, and the costs, interest and disbursements reserved to, the Registrar. The assessment of damages was conducted by this court.

4 The plaintiff's claims for special and general damages with the defendant's counterproposals are shown in the following table:<sup>3</sup>

(a) The estate's claim

	Item	Plaintiff	Defendant
1	Towage fee of motorcycle	\$70.00	\$70.00
2	Total loss of motorcycle	\$14,000.00	\$13,714.00
3	Storage fees of motorcycle	\$2,895.00	\$500.00
4	Funeral expenses	\$850.00	\$850.00

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<sup>2</sup> Statement of claim at paras 3, 4 and 6.

<sup>3</sup> Plaintiff's written submissions at para 5; defendant's written submissions at paras 62–75.

5	Cost of application for letters of administration	\$5,745.60	\$3,500.00
6	Pain & suffering	\$5,000.00	\$2,500.00
Total		\$28,560.60	\$21,134.00

## (b) The dependency claim

7	Bereavement	\$15,000.00	\$15,000.00
8	Father's monthly support	\$108,000.00	\$19,681.68
9	Mother's monthly support	\$162,000.00	\$39,000.00
10	Housing loan	\$222,000.00	\$0.00
11	Interest on housing loan	\$88,725.00	\$0.00
12	Housing rental	\$1,600.00	\$0.00
13	Moving fees	\$500.00	\$0.00
Total		\$597,825.00	\$73,681.68

5 It can be seen from the above table that three items had been agreed between the parties, namely, items 1, 4 and 7 totalling \$15,920. After hearing the evidence adduced at the trial, the plaintiff accepted the defendant's figure of \$13,714 for item 2.<sup>4</sup> Of the remaining items, the most contentious were items 8 to 13 of the dependency claim.

***The plaintiff's case***

6 Besides giving evidence himself, the plaintiff called as witnesses his parents, his sibling Muhammad Fitri bin Ithnin (“Fitri”), a doctor from KTPH, an eye-witness to the accident and a motor appraiser.

7 At the time of his untimely demise, the deceased was a sergeant in the Traffic Police department earning an average monthly salary of \$3,680.<sup>5</sup> In the affidavit of evidence-in-chief (“the AEIC”) of the deceased’s father Ithnin bin Taib (“Taib”), it was said that the deceased supported his parents with a total monthly sum of \$500, of which \$200 was given to Taib and \$300 (including \$100 for groceries) to the deceased’s mother, Norianah binte Khair (“Norianah”).<sup>6</sup> In addition, the deceased would have serviced the monthly mortgage instalment of the family’s new Housing and Development Board (“HDB”) flat had he not died.

8 Taib deposed that in 2014, his family was residing in a 5-room HDB flat at Block 802, Woodlands Street 81 #07-85 (“the Block 802 flat”). Taib reached 55 years of age on 25 May 2014 and this resulted in the Central Provident Fund Board (“the CPF Board”) transferring \$64,985 from his CPF Ordinary and Special Accounts to his Retirement Account. As the CPF contributions from his employer were also reduced, Taib encountered difficulties in meeting the monthly mortgage instalments of about \$895 on his HDB mortgage from his CPF monthly contributions of about \$350–\$450. He fell into arrears on his mortgage instalments.<sup>7</sup>

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<sup>4</sup> Plaintiff’s written submissions at para 7.

<sup>5</sup> According to a statement from the Singapore Police Force at AB127.

<sup>6</sup> Taib’s AEIC at para 15.

<sup>7</sup> Taib’s AEIC at paras 22–25.

9 Taib deposed that after discussing with Norianah, he decided to down-size to a smaller flat. He and Norianah sold the Block 802 flat for \$410,000 on or about 18 February 2015. Completion of the sale was scheduled for 12 June 2015.<sup>8</sup>

10 As Taib and Norianah faced difficulties in obtaining another housing loan to buy a smaller HDB flat because of their age and limited earning capacity, they decided that either the deceased or their second son Fitri would step in as the co-owner of the new HDB flat in view of their sons' higher earning capacity and younger ages. However, as Fitri was then in between jobs, the family decided that the deceased was the best person to purchase the new flat.<sup>9</sup>

11 Consequently, when Taib and Norianah entered into an option to purchase a flat at Block 708, Woodlands Drive 70 #02-19 ("the Block 708 flat") on or about 23 March 2015 for \$355,000 ("the Option"), the deceased was named as the third purchaser in the Option. Completion of the purchase was scheduled for 3 July 2015.<sup>10</sup>

12 On or about 17 March 2015, Taib, Norianah and the deceased obtained an HDB loan of \$222,000 ("the deceased's loan") from Hong Leong Finance ("Hong Leong") to fund the purchase of the Block 708 flat. As the deceased would be drawing upon his CPF contributions to service the monthly mortgage instalments due to Hong Leong, he was obliged to and did participate in the CPF Home Protection Scheme.<sup>11</sup>

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<sup>8</sup> Taib's AEIC at paras 31 and 33.

<sup>9</sup> Taib's AEIC at paras 27–30.

<sup>10</sup> Taib's AEIC at paras 31 and 34.

<sup>11</sup> Taib's AEIC at paras 35 and 36.

13 After the demise of the deceased, the family notified the HDB as well as Hong Leong, who cancelled the deceased's loan. In view of the pending completion of the Block 708 flat, the family had to obtain an alternative loan. Fitri agreed to be the borrower. He applied to and obtained from Hong Leong a smaller loan in the sum of \$177,500 ("Fitri's loan") but at a higher interest rate than what was offered to the deceased and for a shorter period of 20 years instead of 25 years.<sup>12</sup>

14 In addition, as Fitri's loan was \$44,500 less than the deceased's loan, the family had to provide a cash top-up of \$28,150 as against the lower top-up figure of \$15,250 under the deceased's loan. In addition, had the deceased not passed away, the monthly mortgage instalment for the Block 708 flat would have been lower, as can be seen from the table below:<sup>13</sup>

	Taib	The deceased	Fitri
15 Further, due to the demise of the deceased, the family was unable to complete the purchase of the Block 708 flat on 3 July 2015 as scheduled. They had to apply for an extension of time from the HDB as well as rent alternative accommodation in August 2015 at Block 782E Woodlands Crescent #11-367 ("the Woodlands Crescent flat"),			
Monthly instalment via CPF had the deceased survived	\$350.00	\$543.08	\$0.00
Current monthly instalment via CPF	\$456.69	\$0.00	\$500.00

<sup>12</sup> Taib's AEIC at paras 38 and 39.

<sup>13</sup> Taib's AEIC at paras 42 and 43.



thereby incurring one month's rent of \$1,600. In addition, the family had to incur moving expenses of \$500 to the Woodlands Crescent flat.<sup>14</sup>

16 Taib and Norianah are now 58 and 54 years of age respectively. With regard to the dependency claim (items 8 and 9 in [4(b)] above), Taib (whose testimony was supported by confirmatory AEICs filed by Norianah and Fitri) deposed that every month the deceased gave him and Norianah an allowance of \$200 each from the time the deceased started working. In addition, the deceased gave Norianah another \$100 per month for groceries for the family. It was Taib's view that over time, had he lived, the deceased's salary would have increased and in turn, the deceased would have increased his allowance to his parents to \$500 each.<sup>15</sup>

17 Taking 25 years as his and his wife's life expectancy, Taib made the following dependency claims on their behalf:

- (a) \$30,000 for 5 years (@ \$500 per month x 60 months); and
- (b) \$240,000 for 20 years (@ \$1,000 per month x 240 months).

18 As for the cost of applying for and extracting letters of administration for the deceased's estate, the plaintiff exhibited in his AEIC (and also at AB131–135) a statement of charges dated 4 November 2015 from the estate's solicitors evidencing the amount.<sup>16</sup>

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<sup>14</sup> Taib's AEIC at para 41.

<sup>15</sup> Taib's AEIC at para 17.

<sup>16</sup> Plaintiff's AEIC at pp 72–76.

19 The only other items in the estate’s claim at [4(a)] that were disputed were items 3 and 6, pertaining to storage charges for the motorcycle and the pain and suffering of the deceased respectively.

20 With regard to the storage charges of \$2,895, it was the plaintiff’s evidence that the damaged motorcycle was towed to a workshop at United Cycles LLP (“the workshop”) in Changi and stored there from 1 June 2015 to 31 December 2016 @ \$5 per day for 579 days. Initially, the workshop had agreed to store the motorcycle without charge. Subsequently, the workshop became concerned about the motorcycle remaining with the workshop for over a year. The workshop demanded that the motorcycle be removed or disposed of by 31 May 2016 failing which it would start charging for its storage. The plaintiff’s solicitors wrote to the defendant’s solicitors on 16 May 2016 offering two proposals:

- (a) that the motorcycle be scrapped; or
- (b) that the defendant bear the storage charges.

21 The defendant’s solicitors replied that the plaintiff “should act according to what a reasonable man would do in order to mitigate any loss”. At the material time, another firm of solicitors (“S & Co”) was acting for the defendant in criminal proceedings (wherein the defendant was charged on 15 October 2015 under s 304A(b) of the Penal Code (Cap 224, 2008 Rev Ed) for causing death by a negligent act). S & Co on 16 May 2016 objected to the disposal of the motorcycle on the ground that the vehicle could be crucial evidence in the then ongoing criminal proceedings against the defendant for which there was a possibility of the defendant’s insurance company hiring an accident reconstruction expert. S & Co therefore proposed that the motorcycle be scrapped only after the determination of the criminal proceedings against the

defendant.<sup>17</sup> In the result, the motorcycle was left in storage with the workshop until end 2016.

22 The independent eye-witness to the accident, Mohamad Farid bin Salleh, was riding a motorcycle at the material time. He testified that he went to the scene of the accident when he was riding past the Woodlands junction. He found the deceased lying on the ground and when he inquired, the deceased said he was in great pain. However, it was the evidence of Dr Goo Tiong Thye (“Dr Goo”) that the deceased was unconscious by the time he arrived at KTPH at 2043 hours on 21 May 2015. In his AEIC, Dr Goo deposed that the deceased went into cardiac arrest at 2050 hours and he opined that the deceased would not have experienced any pain after he became unconscious.<sup>18</sup>

***The defendant’s case***

23 The defendant did not appear at the assessment hearing nor did he call any witnesses.

24 As shown in the table at [4(a)], the defendant disputed the quantum of the plaintiff’s estate claims for (i) the cost of application for letters of administration and (ii) pain and suffering. The defendant disputed in principle the claim for storage charges of the motorcycle on the basis that the claim was never pleaded.<sup>19</sup> He further disputed the rental claim and the moving fee.

25 With regards to the dependency claims, the defendant objected to (i) the quantum of the claims of Taib and Norianah; (ii) the loss of the loan of

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<sup>17</sup> Plaintiff’s AEIC at para 7 and pp 45–49.

<sup>18</sup> Mohamad Farid bin Salleh’s AEIC at para 9(b).

<sup>19</sup> Defendant’s written submissions at para 16.

\$222,000; (iii) the interest thereon of \$88,725; (iv) the housing rental of \$1,600; and (v) the moving expenses of \$500.

26 In regard to item 10 at [4(b)], the defendant pointed out that under cross-examination, Taib had admitted that the deceased was not to be solely responsible for repaying the entire loan as pleaded at para 14(d) of the statement of claim.<sup>20</sup> Taib's own AEIC (at para 43) deposed that he was to help service the loan by a monthly sum of \$350 from his CPF contributions. This was stated in (i) the application form to use CPF savings to purchase HDB flat dated 8 May 2015<sup>21</sup> and (ii) the completion account for the purchase attached to the conveyancing lawyers' letter dated 19 May 2015<sup>22</sup>. Hence, the defendant contended that this item of claim was a nonstarter, as was the claim under the Home Protection Scheme of the deceased – Fitri had obtained the exact same protection scheme through his CPF for servicing Fitri's loan through his CPF contributions.

27 The defendant conceded that Taib's monthly CPF contributions to service Fitri's loan were \$456.69, \$106.69 more than \$350.00. Consequently, the defendant accepted that for the 20 years for Fitri's loan, Taib would have to pay more than under the deceased's loan.<sup>23</sup>

28 The defendant objected to both the multiplier and the multiplicand for Taib's claim and objected to the multiplier for Norianah's claim for the loss of support from the deceased (items 8 and 9 of the table at [4(b)]). The defendant pointed out that both the plaintiff and Fitri testified that they gave their mother

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<sup>20</sup> Defendant's written submissions at para 35.

<sup>21</sup> Taib's AEIC at p 70.

<sup>22</sup> Taib's AEIC at p 62.

<sup>23</sup> Defendant's written submissions at paras 36 and 37.

(Norianah) a monthly allowance but not their father, probably because Taib is still working whereas Norianah is a homemaker. The defendant reasoned that it was likely that the deceased likewise gave an allowance only to Norianah and not to Taib. In para 21 of his AEIC, Taib deposed that he earned \$3,121.50 per month in 2014 inclusive of commission and bonus. As at the date of affirmation of his AEIC (27 March 2017), Taib was working as a sales executive with JAE Auto Pte Ltd.<sup>24</sup> It was also noted that the deceased would have had to pay \$543.08 per month from his CPF contributions to service the loan.<sup>25</sup> The deceased's then average monthly salary at the material time was \$3,680, which was not very much higher than what Taib earned in 2014. It was highly unlikely that the deceased would have given \$200 to Taib over and above what he gave to Norianah.

29 It was the defendant's case that based on the evidence of the plaintiff and Fitri, Taib did not receive any allowance from either son. Therefore, it was highly unlikely that the deceased gave Taib any allowance either while the deceased was alive. Unlike Norianah, who is a homemaker, Taib worked and continues to work and indeed earns a higher salary than Fitri.

30 In the defendant's opening statement, he had counter-proposed \$28,600.50 for Taib's claim with the following breakdown:

Pre-trial loss: 15 months x \$306.69 (\$200 + \$106.69)	\$4,600.35
Post-trial loss: 10 years x \$200 per month (due to possibility of the deceased's marrying and reducing his support)	\$24,000.00

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<sup>24</sup> NE, 4 July 2017, p 14, lines 3–5.

<sup>25</sup> Taib's AEIC at para 43.

Total	\$28,600.35
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31 In his closing submissions, the defendant revised the above multiplicand downwards to \$200 per month inclusive of the additional \$106.69 per month payable on Fitri's loan. He then used a multiplier of 11 years for Taib instead of 25 years as Taib had requested.

32 Under s 4 of the Retirement and Re-employment Act (Cap 274A, 2012 Rev Ed), the retirement age has been raised from 62 to 67. The defendant acknowledged the possibility that the deceased would have supported his father more upon his father's retirement. However, when Taib reaches 67 years of age in nine years' time, the deceased (had he lived) would have been 30 years of age. The defendant submitted that it was likely that the deceased would have been married by 30, based on the fact that the plaintiff married at 28–29 years of age. The deceased would then have decreased rather than increased his monthly allowance to Taib.<sup>26</sup> Cases cited by the defendant in support of a reduced multiplier of 11 years due to the possibility of the deceased's marriage included the Court of Appeal's decision in *Ho Yeow Kim v Lai Hai Kuen* [1999] 1 SLR(R) 1068.

33 Based on [32] above and case law, the defendant arrived at a figure of \$19,681.68 for Taib's claim with the following breakdown:

5 years x \$200.00 per month	\$12,000.00
6 years x \$106.69 per month	\$7,681.68

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<sup>26</sup> Defendant's written submissions at para 57.

Total	\$19,681.68
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34 As for Norianah, the defendant submitted that there should be a reduced multiplier of 15 years instead of 25 years. He accepted that a multiplicand of \$200 per month was correct but submitted there was no evidence to support the additional \$100 per month that the deceased allegedly gave to Norianah for groceries. Nevertheless, the defendant was prepared to add half thereof (*ie*, \$50) to the \$200 per month that the deceased gave to Norianah so that her multiplicand was increased to \$250 for 5 years but reduced to \$200 thereafter. The defendant submitted that Norianah should be awarded \$39,000 based on the following breakdown:

5 years x \$250.00 per month	\$15,000.00
10 years x \$200.00 per month	\$24,000.00
Total	\$39,000.00

### The issue

35 The issue before the court is whether the plaintiff's dependency claim for "loss" of the housing loan in items 10 and 11 at [4(b)] above is proven.

36 Harvey McGregor, *McGregor on Damages* (Sweet & Maxwell, 19th Ed, 2014) had this to say (at pp 114–115, para 8-006):

For the determination of whether a defendant's wrongful conduct is a cause in fact of the damage to a claimant the test, which has almost universal acceptance, is the so-called "but for" test. The defendant's wrongful conduct is a cause of the claimant's harm if such harm would not have occurred without it; "but for" it. This is the threshold which claimants must cross if their claim for damages is going to get anywhere. Satisfying

the cause in fact test is in the vast multitude of cases a necessary condition of the imposition of liability; it is by no means a sufficient condition because the all important cause in law tests ... must be satisfied as well.

## **The decision**

### ***The dependency claim***

37 I shall deal first with the larger of the plaintiff's claims, namely the dependency claim. The dependency claim was made under s 20 of the Civil Law Act (Cap 43, 1999 Rev Ed) ("the Act"), of which the relevant extracts state:

(1) If death is caused by any wrongful act, neglect or default which is such as would (if death has not ensued) have entitled the person injured to maintain an action and recover damages in respect thereof, the person who would have been liable if death had not ensued shall be liable to an action for damages, notwithstanding the death of the person injured.

(2) Subject to section 21(2), every such action shall be for the benefit of the dependants of the person (referred to in this section and in sections 21 and 22 as the deceased) whose death has been so caused.

(3) Every action brought under this section shall be brought by and in the name of the executor or administrator of the deceased.

38 "Dependant" is defined under s 20(8) of the Act to include:

(b) any parent, grandparent or great-grandparent of the deceased.

39 Section 22 of the Act states:

### **Assessment of damages**

**22.—**(1) In every action brought under section 20, the court may award such damages as are proportioned to the losses resulting from the death to the dependants respectively except that in assessing the damages there shall not be taken into account —

(a) any sum paid or payable on the death of the deceased under any contract of assurance or insurance;



(b) any sum payable as a result of the death under the Central Provident Fund Act (Cap. 36); or

(c) any pension or gratuity which has been or will or may be paid as a result of the death.

(1A) In assessing the damages under subsection (1), the court shall take into account any moneys or other benefits which the deceased would be likely to have given to the dependants by way of maintenance, gift, bequest or devise or which the dependants would likely to have received by way of succession from the deceased had the deceased lived beyond the date of the wrongful death.

...

Undoubtedly, Taib and Norianah as the deceased's parents and his dependants under s 20(8) of the Act are entitled to make this claim. The only issue is determining the appropriate multiplier and multiplicand to be applied.

40 I note that the loss of the loan (\$222,000) in the table at [4(b)] was the largest sum claimed. The defendant's closing submissions (at para 33) argued that there was no "loss" within the meaning of s 22(1) of the Act for the reason that Taib and Norianah were able to secure Fitri's loan from the same financier (Hong Leong) on 6 July 2015, one day before the deceased's loan was cancelled. Nor does a housing loan fall within the ambit of s 22(1A) of the Act as it is not "any moneys or other benefits which the deceased would be likely to have given to the dependants by way of maintenance, gift, bequest or devise or which the dependants would likely to have received by way of succession from the deceased had the deceased lived beyond the date of the wrongful death". Further, Taib and Norianah were able to purchase the Block 708 flat as they had planned and are currently occupying it. In actual fact the loan was a debt and not a benefit as it created a legal liability to repay the debt by monthly instalments.

41 Bearing in mind the extract from *McGregor on Damages* at [36] above and applying the “but for” test, the dependency claim of \$222,000 is not proven. There was no “loss” within the meaning of s 22(1) of the Act due to the cancellation of the deceased’s loan by Hong Leong as the same was replaced by Fitri’s loan. I acknowledge that Fitri’s loan was for a shorter period, a lesser amount and on less favourable terms. Even so, there was no “loss” as the fact sheets for both loans<sup>27</sup> showed that the deceased’s loan would have incurred interest due to Hong Leong totalling \$88,725 as against \$56,641 payable on Fitri’s loan. Additionally, how can the interest saved of \$88,725 be a “loss”? The “loss” of that interest would have been suffered by Hong Leong.

42 As for Taib’s claim for loss of support of \$108,000, the defendant’s submission that it was unsubstantiated was never put to either Taib or Norianah in the course of cross-examination. Indeed, cross-examination of the couple<sup>28</sup> by counsel for the defendant was premised on the basis that the deceased gave them a total sum of \$500 every month. Consequently, based on the principle in *Browne v Dunn* (1893) 6 R 67 HL, the court accepts that the deceased gave \$200 to Taib and \$300 per month to Norianah.

43 Using a multiplier of 10 instead of 11 years and a multiplicand of \$200 (inclusive of the extra \$106.69 he has to pay every month to help service Fitri’s loan), Taib is awarded the sum of \$24,000 (\$200 x 10 years x 12 months).

44 In the case of Norianah, the applicable multiplicand would be \$300 per month (\$500 less \$200 for Taib). The defendant’s proposal of a multiplier of 15 years (see [34] above) is not unreasonable. Accordingly, I award her \$54,000 (\$300 x 15 years x 12 months).

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<sup>27</sup> At AB30 and AB83 dated 9 March 2015 and 3 July 2015 respectively.

<sup>28</sup> Notes of Evidence, 4 July 2017, pp 15–16.

45 The claims for housing rental and moving fees of \$1,600 and \$500 respectively are disallowed. The defendant rightly pointed out that there was no justification for either claim. In relation to the housing rental, Taib's AEIC exhibited a letter dated 11 May 2015 which stated that the HDB had acceded to Taib's request and granted him a temporary extension of stay of three months from the date of completion of the sale (3 July 2015) of the Block 708 flat.<sup>29</sup> That meant that Taib and his family could have stayed at the flat until 3 October 2015. Yet Taib purportedly rented the Woodlands Crescent flat for one month (8 August to 7 September 2015).<sup>30</sup> Why? Neither the plaintiff nor Taib provided any explanation or reason.

***The estate's claim***

46 As for the table at [4(a)], the court upholds the objection of the defendant to the plaintiff's claim in item 3 of \$2,895 for storage charges of the motorcycle as it was neither pleaded nor claimed in the statement of claim. For the same reason, other claims made in the plaintiff's closing submissions such as loss of stamp duty and legal expenses are also rejected. Factually and legally, such items are not claimable.

47 In regard to pain and suffering in item 6, I accept the defendant's figure of \$2,500 as the deceased's pain and suffering was short-lived. Based on the testimony of Dr Goo, the deceased was unconscious by the time he arrived at KTPH, about 28 minutes after the accident. Dr Goo testified that the deceased did not regain consciousness before his demise the following morning.

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<sup>29</sup> Taib's AEIC at pp 65–66.

<sup>30</sup> Taib's AEIC at p 88.

48 The defendant objected to the quantum of the bill of the estate's solicitors in obtaining letters of administration. As the sum claimed of \$5,745.60 was substantiated by the bill produced in exhibit MHBI-5 of the plaintiff's AEIC, the defendant's counter-proposal of \$3,500 is rejected. The full sum claimed is allowed.

### **Conclusion**

49 Consequently, the plaintiff's claims which are allowed total \$104,291.64 (based on 90% liability) as shown in the following breakdown:

1	Towage fee for motorcycle	\$70.00
2	Total loss of motorcycle	\$13,714.00
3	Funeral expenses	\$850.00
4	Cost of extracting letters of administration	\$5,745.60
5	Pain & suffering	\$2,500.00
6	Bereavement	\$15,000.00
7	Taib's loss of support	\$24,000.00
8	Norianah's loss of support	\$54,000.00
Total		\$115,879.60 x 90% = \$104,291.64

50 The plaintiff is awarded statutory interest at 5.33% on items 1 to 6 of the estate's claim, namely \$34,091.64 (90% x \$37,879.60).

51 The award of \$104,291.64 to the plaintiff is far below the jurisdiction of the High Court. The court shall hear parties on the issue before determining the costs to be awarded to the plaintiff.

Lai Siu Chiu  
Senior Judge

Tan Wee En Aylwin and Jannelle Lau (Mahmood Gaznavi &  
Partners) for the plaintiff;  
Tay Boon Chong Willy (Ari, Goh & Partners) for the defendant.