Telemedia Pacific Group Ltd *v* Credit Agricole (Suisse) SA (Yeh Mao-Yuan, third party) [2015] SGHC 170

Case Number : Suit No 379 of 2012

Decision Date : 03 July 2015

Tribunal/Court : High Court

Coram : George Wei JC (as he then was)

Counsel Name(s) : Muralli Rajaram and Claire Tan Kai Ning (Straits Law Practice LLC) for the plaintiff; Benedict Teo Chun-Wei and Terence Tan Wee Kio (Drew & Napier LLC) for the defendant; Toh Wei Yi (Harry Elias Partnership LLP) for third party.

Parties : Telemedia Pacific Group Ltd — Credit Agricole (Suisse) SA (Yeh Mao-Yuan, third party)

Civil Procedure – Costs – Indemnity costs – Contractual agreement

Civil Procedure – Costs – Third party costs

3 July 2015 Judgment reserved.

George Wei J:

1 This is my decision on costs for Suit No 379 of 2012 ("S 379/2012"). This judgment raises legal issues relating to contractual agreements on costs, as well as when a plaintiff ought to be made to bear the costs of a third party claim brought by the defendant. I delivered my judgment for the main substantive hearing of S 379/2012 on 18 November 2014 (see *Telemedia Pacific Group Ltd v Credit Agricole (Suisse) SA (Yeh Mao-Yuan, third party)* [2015] 1 SLR 338 ("the *Telemedia* Decision")), with a direction that I will hear parties on costs unless an agreement is reached. No agreement was reached. The parties thus came before me on 15 May 2015 with submissions on the appropriate costs orders for S 379/2012.

Brief factual background

2 I start by providing a brief factual background, highlighting only the key facts. I adopt the detailed facts and the abbreviations found in the *Telemedia* Decision.

3 The plaintiff company, Telemedia, was a customer of the defendant bank, Crédit Agricole. Telemedia commenced S 379/2012 to recover the losses it claimed to have suffered from Crédit Agricole's transfer of 225m NexGen shares out of Telemedia's bank account.

4 The transfer of the NexGen shares was executed by Crédit Agricole on the instructions of the third party, Mr Yeh. Telemedia's main claims were that Crédit Agricole transferred the 225m NexGen shares without authority and in breach of its duty of care. Telemedia denied that Mr Yeh had the authority to handle its bank account on its behalf.

5 Crédit Agricole's defence was that Mr Yeh had been authorised from the outset of the account opening as a signatory with the power to sign on his own. That being so, the defence was that the transfer was carried out on the instructions of Mr Yeh whose authority had never been revoked.

6 Before trial, Crédit Agricole commenced third party proceedings to join Mr Yeh as a third party. Crédit Agricole was seeking an indemnity from Mr Yeh in the event that Crédit Agricole was found liable to pay Telemedia damages for its transfer of the 225m NexGen shares. The basis of Crédit Agricole's third party claim against Mr Yeh was that Mr Yeh had fraudulently misrepresented to Crédit Agricole that he was singly authorised to operate Telemedia's bank account. Crédit Agricole had been induced by those misrepresentations to transfer the 225m NexGen shares out of Telemedia's account on Mr Yeh's instructions.

7 In the *Telemedia* Decision, I found that Mr Yeh did have actual authority to order the transfer of the 225m NexGen shares on behalf of Telemedia. I therefore dismissed Telemedia's claim against Crédit Agricole entirely, and concomitantly held that the third party claim brought by Crédit Agricole against Mr Yeh did not arise for consideration.

8 I now deliver my decision on costs in light of the *Telemedia* Decision. To be clear, at [263] of that decision, I held that since the claim by Telemedia failed (Crédit Agricole's pleaded defence succeeded), it was "not necessary to consider the alternative claim by Crédit Agricole against Mr Yeh for deceit." That said, given the submissions and evidence, I also expressly stated at [265] and [270] that the third party claim is dismissed in view of the finding that Mr Yeh was a singly authorised signatory at the material time.

Issues

9 Based on the parties' submissions (I note that no written submissions were tendered on behalf of Telemedia), two sets of costs arise for determination – the first is the costs arising from Telemedia's claim against Crédit Agricole; and the second is the costs arising from the third party claim.

10 On the first set of costs, the parties have agreed that costs should follow the event, which means Telemedia should bear Crédit Agricole's costs. The only question is whether costs should be awarded against Telemedia on an indemnity basis.

11 On the second set of costs, the parties have agreed that Mr Yeh should not be made to bear his own costs (or the costs of any other party). There is however disagreement over whether Telemedia or Crédit Agricole should bear the costs of the third party proceedings (both Crédit Agricole's and the Mr Yeh's costs). Should the court find that Telemedia ought to bear Mr Yeh's costs, there is also disagreement as to the form this costs order should take (*ie* whether Telemedia should be ordered to pay Mr Yeh's costs directly, or whether Crédit Agricole should be ordered to pay Mr Yeh's costs and then be allowed to claim an indemnity against Telemedia for the said costs).

12 I will deal with each of these issues in turn.

Issue 1: Indemnity costs between Telemedia and Crédit Agricole

13 It is well-established that costs are usually awarded against the losing party on a standard basis; indemnity costs awards are exceptional. In the present case, Crédit Agricole submits that there are exceptional circumstances to justify making Telemedia bear Crédit Agricole's costs on an indemnity basis.

14 First, Crédit Agricole submits that it is entitled to indemnity costs because Telemedia has contractually agreed to indemnify Crédit Agricole against the costs it incurs in the present legal proceedings. Second, Crédit Agricole submits that Telemedia's conduct of S 379/2012 also justifies

the court exercising its discretion under general costs principles to award indemnity costs to Crédit Agricole. I shall first consider the submission on the cost agreement between Telemedia and Crédit Agricole.

Costs agreement between Telemedia and Crédit Agricole

15 Crédit Agricole relies on two contractual clauses. The first is cl 7.15 of Crédit Agricole's General Conditions, which has been incorporated as part of the contractual documents signed by Telemedia and Crédit Agricole (see the *Telemedia* Decision at [192]). It states as follows: [note: 1]

> The client undertakes to indemnify the Bank, as well as its correspondents and respective directors and employees, for any damages, costs or other expenses incurred or which they are liable or might be liable towards any correspondent, authority, third party (Singapore, Swiss or foreign), as a result or due to acts effected on behalf of the client, including in the event of acts undertaken on instructions of representatives or agents of the client, or forgery or abuse made by persons other than the Bank's bodies or employees.

16 The second is cl 7 of the Certified Extract of Board Resolution, which is a board resolution passed by Telemedia authorising its agents to enter into business relations on its behalf with Crédit Agricole. More details of the Certified Extract of Board Resolution can be found at [28] of the *Telemedia* Decision. Clause 7 states as follows: [note: 2]

> THAT the Company indemnifies the Bank and its officers fully from and against any actions, proceedings, claims, loss and damage which may be brought against, suffered or incurred by any of them and any cost and expenses (including legal costs) of reasonable amount and reasonably incurred by any of them in connection with the Bank acting on or pursuant to any instructions given by the Company and/or the Authorised Person(s) to the Bank by any means and in any circumstances described in this Board Resolution.

17 I pause to note that the Certified Extract of Board Resolution sets out a Telemedia Board resolution stating that Telemedia is authorised to enter into business relations with Crédit Agricole. The Board Resolution names Mr Yeh as one of the two persons entitled to singly instruct Crédit Agricole on behalf of Telemedia. The Board Resolution also states that it constitutes Telemedia's mandate to Crédit Agricole. Crédit Agricole submits that the Certified Extract of Board Resolution is part of the terms and conditions binding on Telemedia. [note: 3]

18 It is beyond dispute that cl 7 is part of the company board resolution passed by Telemedia authorising Mr Yeh to enter into business relations with Crédit Agricole on its behalf. The Certified Extract of Board Resolution is a relevant and important document being part of the documents provided to Crédit Agricole for the account opening. It is relevant to the mandate and the authority of Mr Yeh to sign a contract on behalf of Telemedia. Clause 7 sets out an indemnity provision. The question therefore arises as to whether cl 7 of the Certified Extract of Board Resolution is a *cost agreement* between the parties. I note in passing that whilst the wording of cl 7 is not identical to cl 7.15 of the General Conditions, cl 7 is generally consistent with cl 7.15. I note also that at [25] of the *Telemedia* Decision, I held that the forms (including the Certified Extract of Board Resolution) were the terms of the "banker-customer relationship" between Crédit Agricole and Telemedia. There has been no appeal on that decision. In any case, even if cl 7 is not strictly a "costs agreement" between the parties, it still forms part of the backdrop against which the court will have to decide how to exercise its discretion to award costs and interpret cl 7.15 of the General Conditions.

19 That being so, I shall proceed to consider cl 7.15 of the General Conditions as well as cl 7 of the Certified Extract of Board Resolution.

20 Telemedia's submissions in reply are twofold.

21 First, Telemedia submits that the contractual indemnity clauses are not wide enough to cover the costs incurred by Crédit Agricole in S 379/2012. Second, making reference to [266]–[268] of the *Telemedia* Decision, Telemedia submits that the protracted dispute in S 379/2012 could have been avoided if officers from Crédit Agricole had witnessed the signing of Telemedia's account opening forms. It is therefore not proper to make Telemedia pay Crédit Agricole's costs on an indemnity basis.

22 Two sub-issues arise for consideration. The first relates to the relevance of a contractual agreement on costs between the parties to the court's exercise of its statutory discretion to award costs. The second sub-issue relates to the interpretation of the contractual clauses in issue. Specifically, the court is concerned with whether cl 7.15 of Crédit Agricole's General Conditions and/or cl 7 of the Certified Extract of Board Resolution are wide enough to cover proceedings such as the present.

Relevance of contractual agreements on costs

23 Before considering the relevance of costs agreements to the court's exercise of its statutory discretion to award costs, there is an anterior issue which must first be clarified, namely, the possible legal bases upon which a beneficiary of an indemnity costs clause (usually, a bank) may assert its entitlement to indemnity costs.

24 A bank may assert its entitlement to indemnity costs by directly invoking its contractual rights under the agreement; alternatively, it may rely on the court's statutory discretion to award costs (under para 13 of the First Schedule to the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) ("SCJA") and O 59 of the Rules of Court (Cap 322, R5, 2014 Rev Ed) ("ROC")) and urge the court to consider the costs agreement between the parties as a relevant factor in deciding whether indemnity costs ought to be awarded. This distinction was noted in passing by the High Court in *Hong Leong Finance Ltd v Lee Siang Wah and another* [1993] 2 SLR(R) 577 ("*Hong Leong Finance*") at [42].

25 Indeed, it is observed that in *United Overseas Bank Ltd v Sin Leong Ironbed & Furniture Manufacturing Co (Pte) Ltd and others* [1988] 1 SLR(R) 76 ("*UOB v Sin Leong*"), the High Court at [17] noted that the plaintiffs had sued for costs on a solicitor-client basis *as part of* the claim. They were alleging that they were entitled to such costs in contract and were "not invoking the power of the court to award them costs in accordance with the rules of court". The English case *Mansfield v Robinson* [1928] 2 KB 353 ("*Mansfield v Robinson*") is a good example of a case where a plaintiff sued directly on a contractual indemnity clause to recover costs of legal proceedings. In *UOB v Sin Leong* the High Court cited *Mansfield v Robinson* at [16] as an authority that the parties may by agreement oust the statutory discretion of a tribunal to award costs.

26 There are, however, also examples of cases where contractual rights under a costs agreement were not directly invoked as such, but were raised as a relevant factor for the court's consideration in the exercise of its statutory discretion to award costs. The recent case of *Abani Trading Pte Ltd v BNP Paribas and another appeal* [2014] 3 SLR 909 ("*Abani Trading*") is one such example. In that case, I held that a costs agreement between the parties is a highly relevant factor that a court will take into account in the exercise of its statutory discretion to award costs (*Abani Trading* at [91]–[95]).

27 While this was not expressly discussed in detail at the hearing before me, the parties appear to be invoking the statutory power of the court to award costs. For one, the matter is before me pursuant to my direction in the *Telemedia* Decision that I will hear the parties on costs if no agreement is reached. The costs hearing took place as a matter of course after the substantive matters in S 379/2012 were resolved. Of greater significance is the fact that Crédit Agricole submits, at paras 18 and 22 of its written submissions, that in the absence of any evidence to suggest that it had acted in an improper manner and in the absence of manifest injustice, the court, applying *Abani Trading*, would uphold the contractual bargain.

28 Further, whilst Crédit Agricole put forward the claim that they are entitled to indemnity costs as a matter of contract at para 24 of its submissions, much of its submission is focused on persuading the court to exercise its discretion to award indemnity costs in its favour.

29 It thus leaves me to consider the relevance of a costs agreement between the parties to the court's exercise of its statutory discretion to award costs. At the hearing, both parties accepted the principles I enunciated in *Abani Trading* as the applicable governing principles. There is therefore no need for me to embark on a detailed discussion on this point. In short, based on *Abani Trading* (at [93]), the court will tend to exercise its statutory discretion to uphold the contractual bargain entered into by both parties unless it would be manifestly unjust to do so.

30 I end this discussion with several general comments on enforcing costs agreements between the parties. First, if a bank wanted to enforce its contractual rights *directly under a costs agreement*, such a cause of action would have to be clearly and properly pleaded. I observe that the comments on pleadings in *Abani Trading* relate only to situations where points relevant to the court's *exercise of its statutory discretion to award costs* are not pleaded. In *Abani Trading*, the claim to indemnity costs was not pleaded, but counsel had indicated at the start of the hearing that a claim for contractual indemnity costs would be pursued. The court therefore held that it would take the costs agreement into account in exercising its statutory discretion to award costs. One must bear this factual backdrop in mind when interpreting the decision in *Abani Trading*.

31 I further observe that O 18 r 15 of the ROC relates only to pleading a claim for costs under the court's ordinary statutory discretion. It would make sense that such costs need not be pleaded because the issue of costs naturally arises in all cases after the substantive merits are resolved. However, the situation must be different if parties are seeking to directly invoke their contractual rights to recover legal costs on an indemnity basis (as in *Mansfield v Robinson*). In such cases, parties are pursuing a contractual remedy (presumably, specific performance of the indemnity agreement, or damages for the failure to indemnify) and must plead their entitlement to indemnity costs under contract. I shall not go into the details of what must be specifically pleaded in order to rely on a contractual right to obtain indemnity costs given that the issue does not arise in the present case. It is sufficient to state that the general principles governing pleadings would apply.

32 To be clear, the issue of pleadings was not raised as an objection by Telemedia in the present case. In any event, I note that Crédit Agricole has expressly pleaded cl 7 of the Certified Extract of Board Resolution in its defence at para 12. While it did not expressly plead cl 7.15 of Crédit Agricole's General Conditions, I accept that sufficient reference was made to Crédit Agricole's intended reliance on the General Conditions as a whole at trial (see Crédit Agricole's defence at para 15). Whether or not this is sufficient to amount to a proper pleading of a claim to indemnity costs based directly and solely on the contractual right is unclear. That said, given that Telemedia did not raise the point or submit that it had been caught by surprise, I will say no more. In any case, even if the contractual provisions and claims were not sufficiently pleaded, Crédit Agricole still enjoys the right to claim costs under the general statutory provisions on costs, to which the existence of an indemnity agreement is

a highly relevant consideration subject to the proviso on improper conduct and manifest injustice.

33 The second point I would like to raise concerns the relationship between the two alternative legal avenues which a party has to assert its entitlement to indemnity costs under an agreement. The first is to sue directly under the contractual agreement on the basis that the agreement ousts (or is at least an alternative to) the court's statutory discretion to award costs; the second is to rely on the court's discretion but to assert that the costs agreement is a relevant factor in determining the basis of the award. In the present case, nothing turns on this. Accordingly, I make no more than a few brief comments and observations. First, should the appropriate case arise, the court will have to deal with how the two alternative legal avenues interact. While it must be the case that a party who has already obtained costs, either pursuant to the court's exercise of its statutory powers or pursuant to an enforcement of its contractual rights, can no longer invoke the alternative legal avenue to obtain further costs (otherwise, the rule against double recovery would be offended), clear reasons for why the two legal avenues merge have not yet been articulated.

34 Second, courts will have to deal with a possible inequality between the two legal avenues for recovery of costs. Where the court's statutory discretion to award costs is invoked, the court may disregard the contractual agreement between the parties if it would be manifestly unjust to uphold the agreement (see *Abani Trading* at [94], *Hong Leong Finance* at [75], and *Susilawati v American Express Bank Ltd* [2008] 1 SLR(R) 237 at [101]).

35 The question that remains is whether a similar discretion exists when a court is asked to directly enforce a contractual agreement on costs between two commercial parties. Apart from the normal statutory and common law controls regulating contractual validity, courts ordinarily cannot disregard a contractual right purely on the grounds of hardship or unfairness. Indeed, whilst manifest injustice depends on the facts and circumstances, the question as to what are the relevant factors (or the main relevant factors) in determining manifest injustice has not been fully explored. However, given that this issue is not before me in the present case, I need say no more.

36 To sum up, I find that the costs agreement between Telemedia and Crédit Agricole is highly relevant to the court's exercise of its statutory discretion to award costs. However, this conclusion is subject to the next issue which I will be discussing – *ie*, whether cl 7.15 of Crédit Agricole's General Conditions and/or cl 7 of the Certified Extract of Board Resolution is wide enough to cover proceedings such as the present.

The scope of the costs agreements

37 Telemedia does not dispute that it is bound by cl 7.15 of Crédit Agricole's General Conditions. However, it submits that cl 7.15 is not broad enough to cover the present proceedings.

38 For convenience, cl 7.15 is set out again:

> The client undertakes to indemnify the Bank, as well as its correspondents and respective directors and employees, for any damages, costs or other expenses incurred or which they are liable or might be liable towards any correspondent, authority, third party (Singapore, Swiss or foreign), as a result or due to acts effected on behalf of the client, including in the event of acts undertaken on instructions of representatives or agents of the client, or forgery or abuse made by persons other than the Bank's bodies or employees.

39 In particular, Telemedia submits that cl 7.15 does not require Telemedia to indemnify Crédit Agricole for legal costs arising out of *litigation between Telemedia and Crédit Agricole*. The clause

only contemplates an indemnity for legal costs arising out of litigation between *Crédit Agricole and third parties*. If it were otherwise, Telemedia submits that the clause would require Telemedia to indemnify Crédit Agricole against the legal damages and costs *Crédit Agricole would be liable to pay Telemedia* if Crédit Agricole had *lost* the suit against Telemedia. This outcome, it is submitted, would be outrageous and unfair. Thus, given the clause does not *clearly and expressly* include litigation between the borrower and the bank, the more reasonable interpretation of the clause, it was argued, is one which excludes such litigation.

40 While there is some force in Telemedia's argument, I do not agree that cl 7.15 of Crédit Agricole's General Conditions must be limited in the manner proposed by Telemedia.

41 First, I note that there is a consistent line of authority that interprets similar broadly worded standard form indemnity costs clauses to include costs arising out of litigation between the bank and the borrower where the bank prevails: *Abani Trading*, *UOB v Sin Leong*, and *Hong Leong Finance*. I accept of course that much will depend on the actual wording of the clause (they can and do differ). Nevertheless, the general comment made in *Abani Trading* (at [91]) that banks have a legitimate commercial interest in relying on contractual indemnities so as to minimise potential exposure to legal costs in event of litigation bears mention.

42 Second, I find it useful to repeat V K Rajah JA's observation (as he then was) in *Zurich Insurance (Singapore) Pte Ltd v B-Gold. Interior Design & Construction Pte Ltd* [2008] 3 SLR(R) 1029 ("*Zurich Insurance*") at [46] that when engaging in contractual interpretation, "the court is *explaining* the equivocal language of a contract by *assigning one of a range of possible meanings to its terms*." [emphasis in original]. In this regard, for the purposes of the present discussion, I highlight five of the ten principles of contractual interpretation summarised by the Court of Appeal in *Zurich Insurance* at [131] (as non-exhaustive guides on interpretation):

(a) *The aim of construction*: The aim of the exercise of construction of a contract or other document is to ascertain the meaning which it would convey to a reasonable business person.

(b) *The objective principle*: The objective principle is therefore critical in defining the approach the courts will take. They are concerned usually with the expressed intentions of a person, not his or her actual intentions. The standpoint adopted is that of a reasonable reader.

(c) *Business purpose*: Within this framework due consideration is given to the commercial purpose of the transaction or provision. The courts have regard to the overall purpose of the parties with respect to a particular transaction, or more narrowly the reason why a particular obligation was undertaken.

(d) *Contra proferentum*: Where a particular species of transaction, contract, or provision is one-sided or onerous it will be construed strictly against the party seeking to rely on it.

(e) *Avoiding unreasonable results*: A construction which leads to very unreasonable results is to be avoided unless it is required by clear words and there is no other tenable construction.

43 In the present case, I agree with Telemedia that the parties cannot have intended that the indemnity clause should entirely negate the borrower's/customer's fruits of litigation, and effectively grant full immunity to the bank against any litigation by the borrower/customer even if the bank was truly guilty of wrongdoing. Interpreting the clause so broadly would be uncommercial and unfair, and the courts should prefer an interpretation of the contractual clause that avoids this very unreasonable result (the principle of *avoiding unreasonable results*). Far clearer and more express

language would have to be used to achieve that effect.

44 However, I do not accept that in order to avoid the unreasonable result described above, it is necessary to exclude from the scope of the indemnity costs clause *all litigation between the bank and the borrower/customer*. The general language of the clause is only insufficient to require the borrower/customer to indemnify the bank against legal costs and damages arising out of a borrower's/customer's *successful* suit against the bank. In my view, this interpretation accords with what the clause would likely convey to a reasonable business person, and upholds the purpose of such indemnity costs agreements (*ie* to minimise potential exposure to legal costs in the event of litigation arising out of the loan facility, see *Abani Trading* at [91] and *UOB v Sin Leong* at [16]) whilst avoiding very unreasonable results.

45 In adopting this interpretation, I also find support in the language of the clause itself. I note that cl 7.15 refers to "… any damages, costs or other expenses incurred or which they are liable or might be liable *towards any correspondent, authority, third party (Singapore, Swiss or foreign)…*". The clause does not mention of costs payable to the "client". Whilst the issue is not before me (since Telemedia lost), it appears that the clause would not have applied in the event that Telemedia had *won* the lawsuit against Crédit Agricole. The clause does however cover the situation where a borrower *loses* in a suit against the bank, as in the present case.

Clause 7.15 of Crédit Agricole's General Conditions

46 Clause 7.15 of Crédit Agricole's General Conditions is complex. It is essentially in two (connected) parts.

47 First, it states that Telemedia undertakes to indemnify Crédit Agricole "for any damages, costs or other expenses [which Crédit Agricole] incurred or which they are liable… towards any correspondent, authority, third party… *as a result or due to acts effected on behalf of* [Telemedia] …".

48 Second, cl 7.15 also provides that Telemedia undertakes to indemnify Crédit Agricole for any damages, costs or other expenses which Crédit Agricole "incurred or which they are liable… including in the event of acts *undertaken on the instructions of representatives or agents of* [*Telemedia*]*, or forgery or abuse made by persons other than the Bank's bodies or employees*.".

49 To my mind, the key question is whether the legal costs incurred by Crédit Agricole in the present suit is "a result or due to acts effected on behalf of [Telemedia], including in the event of acts undertaken on instructions of representatives or agents of [Telemedia], or forgery or abuse made by persons other than the Bank's bodies or employees".

50 Crédit Agricole submits that the legal costs it incurred in the present legal proceedings is a result of and is due to its transfer of the 225m NexGen shares on behalf of Telemedia, and on the instructions of Telemedia's agent, Mr Yeh. Its legal costs thus falls squarely within the meaning of cl 7.15 of Crédit Agricole's General Conditions. Telemedia does not dispute this submission. The only point it made in the hearing before me is that cl 7.15 of Crédit Agricole's General Conditions does not cover litigation between Telemedia and Crédit Agricole at all. I have already dealt with that submission. Without further submissions from the parties on the meaning of "as a result" or "due to" in cl 7.15 of Crédit Agricole's General Conditions, I find that the said clause does cover Crédit Agricole's costs in the present proceedings.

Clause 7 of the Certified Extract Board Resolution

51 In the case of cl 7, what is provided is that Telemedia will indemnify Crédit Agricole against any action, proceedings, claims, loss and damage and "any cost and expenses (including legal costs) … incurred … in connection with [Crédit Agricole] acting on or pursuant to any instructions given by [Telemedia] and/or authorised person(s)". Similar points arise in respect of the interpretation of this clause in the eventuality (which does not arise here) of a case where the client is successful in a claim against the bank. That aside, as a matter of construction, it is clear that Crédit Agricole has indeed incurred legal costs as a result of acting on the instructions of Mr Yeh, an authorised signatory of the Telemedia account.

52 I pause here to note again that even if cl 7 of the Certified Extract Board Resolution is not a costs agreement as such, the Board Resolution was an important document provided as part of the account opening procedure. The Board Resolution and cl 7 are in any case part of the back drop in which the court is to decide whether to uphold the contractual agreement on costs in cl 7.15 of the General Conditions.

Whether the court should uphold the contractual agreement on the facts

53 Having found that under cl 7.15 of Crédit Agricole's General Conditions and cl 7 of the Certified Extract of Board Resolution, Telemedia did contractually agree to indemnify Crédit Agricole for the costs it incurred in the present proceedings, the only question that remains is whether the court should uphold this contractual agreement between the parties in the exercise of its statutory discretion to award costs. In my view, it ought to. I do not think that upholding this costs agreement would result in manifest injustice.

54 Telemedia submits that the protracted factual dispute could have been avoided if officers from Crédit Agricole had witnessed the account opening documents, as it should have. While this is certainly true, I agree with Crédit Agricole that this is no defence to Telemedia bringing a claim it knows (or ought to have known) to be false (in light of my findings of fact). Indeed, the sentiment I expressed in [266]–[268] of the *Telemedia* Decision has nothing to do with Crédit Agricole's conduct of the present suit, and was not intended to have any costs implications. There is nothing in the way Crédit Agricole conducted the present litigation that would make it manifestly unjust to uphold the cost agreement between the parties, as enshrined in cl 7.15 of Crédit Agricole's General Conditions and cl 7 of the Certified Extract of Board Resolution.

55 In conclusion, I order that Telemedia pay Crédit Agricole the costs Crédit Agricole incurred in defending the claims brought by Telemedia on an *indemnity basis*.

56 It is noted that Crédit Agricole, in its written submissions at paras 88 and 95, asserts that the appropriate quantum of indemnity costs amounts to S$600,000. This includes the sum of $90,000 which is said to have been incurred as a result of Crédit Agricole's claim against Mr Yeh (the third party). Whilst the matter of assessment of quantum is not before me (what is in issue is the basis), the costs that Crédit Agricole incurred in prosecuting the third party claim were costs incurred in the third party proceedings, rather than in the main action between Crédit Agricole and Telemedia.

57 Third party proceedings are separate proceedings brought by the defendant in the main claim as a plaintiff against the third party. The cost to Crédit Agricole of prosecuting the third party proceeding is not a cost of the proceedings instituted by Telemedia against Crédit Agricole as such.

58 Under cl 7 of the Certified Extract of Board Resolution, what is provided is that Telemedia indemnifies the Bank from any cost (including legal costs) of reasonable amount and reasonably incurred in connection with the Bank acting on the instructions given by Telemedia and/or authorised

persons. Clause 7.15 of the General Conditions relates to costs and expenses incurred as a result of acts effected on behalf of the client, including acts undertaken on the instructions of the client.

59 Whether or not the costs to Crédit Agricole in bringing the third party proceedings falls within the ambit of the contractual clauses was not argued in any detail (or at all). In the circumstances, I shall deal with the costs of the third party proceedings by reference to general principles applicable to costs of third party proceedings.

Indemnity costs under general costs principles

60 Given my conclusion above, it is now unnecessary for me to consider the second issue raised by Crédit Agricole that Telemedia should be made to pay indemnity costs in any case because of the way it conducted the litigation.

Issue 2: Costs of the third party proceedings

61 Third party proceedings are normally viewed as a separate action from the main proceedings between the plaintiff and the defendant; the defendant is the plaintiff and the third party is the defendant in the third party action: GP Selvam, *Singapore Civil Procedure 2015* vol 1 (Sweet & Maxwell, 2015) ("*Singapore Civil Procedure*") at para 16/0/2.

62 Therefore, according to the ordinary rule that costs should follow the event, Crédit Agricole ought to pay Mr Yeh's costs (and bear its own costs) in relation to the third party claim because it failed to prove its claim (as plaintiff) against Mr Yeh. Strictly speaking, Telemedia stands as a non-party to the proceedings between Crédit Agricole and Mr Yeh: see *Singapore Civil Procedure* at para 16/1/7, which states that the third party is strictly not a defendant as against the original plaintiff.

63 The rule that costs follows the event, however, is not absolute. In the context of third party proceedings, there are exceptional circumstances in which a plaintiff might be ordered to bear the costs of the third party proceedings.

Parties' submissions

64 Crédit Agricole takes the position that Telemedia should directly bear both Crédit Agricole's and Mr Yeh's costs for the third party proceedings.

65 Telemedia's position is that it should not be liable for the costs of the third party proceedings at all; Crédit Agricole should be the party that bears the said costs.

66 Mr Yeh's primary position is in line with Telemedia's – he submits that Crédit Agricole should pay his costs. However, he further submits that if the court were to order that Telemedia pay his costs, this should not take the form of a direct costs order against Telemedia. Rather, Crédit Agricole should still be ordered to pay his costs, with a further order that Telemedia must indemnify (reimburse) Crédit Agricole for his third party costs.

67 I first outline Crédit Agricole's submissions on this issue given that it is the party seeking an exceptional costs order. Crédit Agricole accepts that *Raffles Town Club Pte Ltd v Lim Eng Hock Peter and others (Tung Yu-Lien Margaret and others, third parties)* [2011] 1 SLR 582 ("*Raffles Town Club*") lays down the applicable principles governing when a plaintiff ought to be made to pay the costs of third party proceedings.

68 In this regard, Crédit Agricole accepts that "in order to justify visiting the costs of the third party proceedings on the plaintiff, he must have instituted the claim against the defendant under such circumstances that it became *inevitable* that the costs of the third party proceedings had to be incurred *as a direct result* of the plaintiff's claim" [emphasis in original] (*Raffles Town Club* at [46]).

69 Crédit Agricole submits that the test of inevitability does not require a defendant to prove that it had *no choice* but to commence third party proceedings. This sets the bar too high. Rather, the authorities suggest that Crédit Agricole satisfies the test of inevitability if it demonstrates either that (i) Telemedia has sued the wrong party because the real issues in dispute are between Telemedia and Mr Yeh (not Crédit Agricole), or (ii) it was reasonable and necessary for Crédit Agricole to commence third party proceedings to protect its interests.

70 Crédit Agricole submits that the following factors lend weight to the conclusion that Telemedia ought to be made to bear the costs of the third party proceedings:

(a) The real issue in the suit was whether Mr Yeh had authority to act on behalf of Telemedia in relation to its accounts with Crédit Agricole. This was an issue between Telemedia and Mr Yeh, who is the proper party Telemedia should have sued.

(b) Crédit Agricole's third party claim of fraudulent misrepresentation arose entirely from Telemedia's pleadings that Mr Yeh had acted fraudulently.

(c) Telemedia failed to disclose relevant documents in discovery. These documents only surfaced after Mr Yeh was joined as a third party. This demonstrates the inevitability of third party proceedings.

71 Telemedia and Mr Yeh also accept the principles laid down in *Raffles Town Club*. However, they submit that the third party claim brought by Crédit Agricole was not inevitable for the following reasons:

(a) First, they submit that Crédit Agricole's defence was premised on facts which are inconsistent with its third party claim. In its defence, Crédit Agricole took the position that based on its communications with representatives from Telemedia and the relevant documents, Mr Yeh was actually authorised by Telemedia to execute transactions on its behalf. However, in its third party claim, Crédit Agricole took the position that Mr Yeh fraudulently misrepresented that he had actual authority.

(b) Second, they submit that there were other ways Crédit Agricole could have obtained the documentary and oral evidence from Mr Yeh. These include third party discovery or issuing a subpoena.

(c) Third, they submit that it is incorrect to say that Mr Yeh, rather than Crédit Agricole, was the proper party to the suit. Telemedia's claims against Crédit Agricole are for breach of mandate and negligence. The real issue was whether Telemedia represented to Crédit Agricole that Mr Yeh was an authorised signatory of Telemedia's accounts. This was not an issue solely between Mr Yeh and Telemedia.

72 In response to the point that Crédit Agricole's defence and third party claim were premised on inconsistent facts, Crédit Agricole submits that this is not true. Both the defence and third party claim were premised on Mr Yeh having represented himself to be a person with the actual authority to transfer the 225m NexGen shares. Should the court's findings in the suit between Telemedia and

Crédit Agricole render these representations false (notwithstanding Crédit Agricole's evidence and belief that Mr Yeh had actual authority), then Crédit Agricole's claim for fraudulent misrepresentation would become live.

73 I shall first consider the legal principles which govern when a plaintiff ought to be made to bear the costs of third party proceedings (which it is not strictly a party to). I shall then apply those principles to the facts of the present case.

The applicable legal principles

74 It is well-established that costs are a matter for the court's discretion. Even in the context of third party proceedings, it is open to the court to exercise its discretion in whatever manner it sees fit pursuant to O 59 r 3(2) of the ROC: Jeffrey Pinsler, SC, *Singapore Court Practice 2014* vol I (LexisNexis, 2014) at para 16/7/4. Nevertheless, reference to the principles laid down in prior authorities is important in guiding the court's exercise of its discretion. It is thus to the authorities which I now turn.

75 It is accepted by all parties that *Raffles Town Club* is the main Singapore authority on this issue. Having considered several English and local authorities, the High Court held (at [46]):

> It can be surmised from the above cases that in order to justify visiting the costs of the third party proceedings on the plaintiff, he must have instituted the claim against the defendant under such circumstances that it became *inevitable* that the costs of the third party proceedings had to be incurred *as a direct result* of the plaintiff's claim. In *Edginton v Clark* and *Thomas v Times*, it was held that the *real issue* was not litigated between the plaintiff and the defendant, but between the plaintiff and the third (or fourth) party. Since the third parties *should* have been the proper parties in the suit, the plaintiff who was unsuccessful in his claim against the defendant should bear the costs of those third party proceedings, not the defendant. In similar vein, the defendant in *SAL*'s case should not have been sued at all since the contract on which the plaintiff was relying was not at all entered into with the defendant; again, the real issue in that case did not concern the defendant. In such circumstances, as between the defendant and the plaintiff, the fairer and more just result as regards the costs of the third party proceedings would be to impose those costs on the plaintiff. After all, it was the plaintiff who had acted improperly, not the defendant. The real question, therefore, is not whether the *defendant* had acted properly and reasonably in instituting the third party proceedings, but whether the *plaintiff* had acted properly and reasonably in instituting its claim against the defendant instead of the third parties in the first place.
>
> [emphasis in original]

76 The key statement of principle can be found at the start of the above quote: the plaintiff will be made to bear the costs of third party proceedings if "it became *inevitable* that the costs of the third party proceedings had to be incurred *as a direct result* of the plaintiff's claim".

77 The focus of the court's inquiry should be on the *plaintiff's conduct*, and whether he properly and reasonably instituted the action against the defendant. The focus should not be on the reasonableness or propriety of the defendant's actions in taking up the third party proceedings.

78 The question, however, is what the test of inevitability entails. When will it be *inevitable* that third party proceedings *have* to be taken up as a *direct result* of the plaintiff's claims? To answer this question, I find it useful to consider the authorities cited by the High Court in *Raffles Town Club* to

better understand how exactly it was *inevitable* that the costs of third party proceedings had to be incurred in those cases.

79 In *Edginton v Clark and Another, Macassey and Others (Third Parties)* [1964] 1 QB 367 ("*Edginton v Clark*"), a group of squatters sued a group of tenants who rented and entered the disputed land pursuant to leases granted by the freehold owner of the said land. The key issue was whether the freehold owner had good title to the land, or whether the squatters had acquired title to the land by adverse possession. The tenants joined the freehold owner as a third party. The court found in favour of the defendant tenants, and held that the squatters did not have title to the land. In considering the issue of costs, the court held (*Edginton v Clark* at 384):

> … it is abundantly clear that *the real and only fight was between the plaintiff as the alleged owner by adverse possession and the true owners, the third parties*, and, accordingly, we should have been prepared to order that the plaintiff should pay their costs directly. However, the defendants' notice of appeal only asks that they may be at liberty to add the costs which they have been ordered to pay to the third parties to the costs which the plaintiff should pay to them. We therefore allow their appeal and order accordingly.
>
> [emphasis added]

80 In *Edginton v Clark*, it is clear that the only issue that had to be decided to resolve the substance of the action was whether the freehold owner or the squatters were the owners of the land. The "real issue" did not involve the defendant tenants at all.

81 Similarly, in *Thomas v Times Book Company Limited; Cox (Third Party) and Cleverdon (Fourth Party)* [1966] 1 WLR 911 ("*Thomas v Times*"), the plaintiff (Dylan Thomas' estate) sued the defendant for possession of the manuscript of one of Thomas' plays. The defendant had purchased the manuscript from the third party, Cox, who in turn had purchased the manuscript from the fourth party, Cleverdon. Cleverdon claimed that Thomas had gifted the manuscript to him. The plaintiff eventually failed in his action. In deciding that the plaintiff ought to pay the costs of the third party proceedings, the court held (at 919):

> It is quite clear from the judgment of the Court of Appeal in *Edginton v Clark* that I have a complete discretion in regard to the costs of the third and fourth parties. The action was brought against the defendants as the persons who were in possession of the manuscript of "Under Milk Wood," but it became clear at an early stage of the proceedings, and certainly before the third and fourth party proceedings were started, that *the real issue in the action was going to be whether Dylan Thomas had made a gift of this manuscript to the fourth party, Cleverdon*…
>
> In all those circumstances, it seems to me that *not only did the plaintiff's claim render the third and fourth party proceedings inevitable*, but that the fourth party was amply justified in being represented before me by counsel. After reflecting on the matter, I have come to the conclusion that the right order for me to make is that the plaintiff should pay the costs of the third and fourth parties.
>
> [emphasis added]

82 Again, it seems that the court found that the only issue that had to be resolved in the case was one between the plaintiff and the fourth party, rather than the defendant. In such circumstances, the court ordered that the plaintiff rather than the defendant bear the costs of the third party proceedings.

83 Indeed, in summarising the holdings of the above two cases, the High Court in *Raffles Town Club* (at [46], quoted above) observed that costs of the third party proceedings were awarded against the plaintiff because the real issue was litigated between the third party and the plaintiff; the third parties should have been the proper parties to the suit.

84 It may thus be concluded that one way third party proceedings become *inevitable* as a *direct result* of the plaintiff's claim is if the *"real issue" at the heart of the plaintiff's claim* (and which would resolve the litigation one way or the other) is one that ought properly be litigated between the plaintiff and the third party, rather than the plaintiff and the defendant.

85 I now consider *SAL Industrial Leasing Ltd v Teck Koon (Motor) Trading (a firm)* [1998] 1 SLR(R) 501 ("*SAL Industrial Leasing*"). This case presents a slightly different scenario from the previous two cases. I need not go into the details of the facts in *SAL Industrial Leasing*. Suffice to say, the plaintiff sued the defendant for the recovery of some monies pursuant to an underlying hire-purchase agreement for a car. The Court of Appeal dismissed the plaintiff's claim on the ground that there was no contract between the plaintiff and the defendant. The Court of Appeal also ordered that the plaintiff bear the costs of the third party proceedings. It reasoned as follows (at [39]):

> In our view, having concluded that there was no sales contract between Teck Koon as seller and SAL as purchaser, it follows that *SAL had sued the wrong party*. We accept that Teck Koon had properly issued third-party proceedings, but since SAL's claim against Teck Koon is unsustainable, *no question of third-party proceedings arise*. Therefore, the appeal against costs is dismissed and we so order. The security deposit for the appeal shall be paid out to the appellants' solicitors.
>
> [emphasis added]

86 *SAL Industrial Leasing* was not expressly decided on the basis that the real issue was between the plaintiff and third party. Instead, the Court of Appeal held that the claim for breach of contract was unsustainable because there was no contract between the plaintiff and the defendant. In one sense, this was a real issue between the plaintiff and the defendant. But in light of the finding, namely that the claim against the defendant was unsustainable, there was no question of third party proceedings (these were said not to arise). In short, because of the court's finding that such a contract did not exist, the court concluded (at [39]) that the plaintiff had sued the wrong party and that it was *necessary* for the defendant to issue third party proceedings due to the wrongful claim against the defendant. For those reasons, the Court of Appeal upheld the High Court's order that the plaintiff bear the costs of the third party proceedings.

87 In the present case, I noted at [263] of the *Telemedia* Decision that the claim by Telemedia against Crédit Agricole failed and that it was not necessary to consider the claim by Crédit Agricole against Mr Yeh for deceit. That said, I held at [265] that in view of the primary findings, the third party claim was dismissed.

88 With respect, *SAL Industrial Leasing* is not an easy decision to interpret. On its face, the holding is that the plaintiff may be made to bear the costs of third party proceedings where the third party proceedings were necessary because the plaintiff sued the wrong party. In *Raffles Town Club* at [46], the High Court explained that in *SAL Industrial Leasing*, the defendant should not have been sued at all and that in the circumstances the "fairer and more just result as regards costs of the third party proceedings would be to impose those costs on the plaintiff". That said, it should be recognised that there may well be cases where the plaintiff reasonably brought proceedings against the defendant and it is only as a result of the court's decision that the conclusion arises that it has sued

the wrong person. Certainly, it cannot be said that as long as the plaintiff fails in its claim against the defendant, it has sued the wrong party. Much will depend on the circumstances. In cases where it is *clear* that the defendant is the wrong party and there is another party which the plaintiff should have sued, and where the third party claim was properly instituted in response to the plaintiff's claim, then if the third party claim does not arise following the failure of the plaintiff's claim against the defendant in the main suit, the plaintiff may be ordered to bear the costs of third party proceedings.

89 Based on the authorities above, I now lay down a few general principles that guide the court in exercising its discretion to order that the plaintiff bear the costs of third party proceedings:

(a) The overarching principle is that the plaintiff may be made to bear the costs of third party proceedings when those proceedings are *inevitable* as a *direct result* of the plaintiff's claim.

(b) One clear way in which inevitability may be demonstrated is if the *real issue at the heart of the action* is one that ought to be properly litigated between the plaintiff and the third party, rather than the plaintiff and the defendant. In such a case, it may be said that the defendant should never have been embroiled in the litigation in the first place (unless it wishes to be heard on the issues). While it may not always be possible to reduce the real issue at the heart of the action into a single issue between only two parties, the court exercising its discretion to award costs in those circumstances must consider how this general principle may be suitably adapted.

(c) A second scenario in which a plaintiff may be ordered to bear third party costs is if the plaintiff's claim against the defendant is *clearly against the wrong party* and there is *clearly another party* that the plaintiff should have sued. In such circumstances, if the defendant acted properly in instituting third party proceedings, and the third party claim does not arise following the failure of the plaintiff's claim against the defendant, the court may exercise its discretion to order the plaintiff to bear the costs of the third party proceedings. Whilst the issue does not arise in the present case, I pause to comment that it may not follow that the third party must *always* be the party that the plaintiff should have sued. Whether this is so depends on the facts of each case.

(d) The order that the plaintiff should be made to bear the costs of third party proceedings should be seen as a highly exceptional order. The burden is on the defendant to demonstrate that such exceptional circumstances exist.

(e) In my view, the touchstone is whether the *plaintiff's conduct* justifies a costs order that exceptionally makes the *plaintiff* bear the costs of proceedings instituted by the defendant. It goes without saying that the third party proceedings must have been properly instituted by the defendant. However, that alone is insufficient to visit costs *on the plaintiff*. Something about the plaintiff's conduct as well must justify the costs order, for example where the *real issue* is between the plaintiff and the third party or where it is *clear* that the plaintiff sued the wrong person as a result of which it was inevitable for the defendant to institute third party proceedings.

(f) Finally, I reiterate that costs are ultimately in the discretion of the court. As such, the above principles are laid down only as *guidelines* for the exercise of a court's discretion to award costs in this context. They are not meant to be hard and fast rules. There may be special circumstances which justify not requiring the plaintiff to bear the costs of third party proceedings even in the scenarios described above. Similarly, I must not be taken to have *exhaustively* laid down the categories of cases in which the plaintiff may be made to bear the costs of third party proceedings. New circumstances may arise in future cases which justify such a costs order. It is

ultimately in each court's discretion to make the order it deems most appropriate on the particular facts before it.

90 I shall now apply the principles articulated above to the present facts.

Applying the principles to the facts

91 I first consider if the present case is akin to the situation in *Edginton v Clark* or *Thomas v Times*, such that it may be said that the real issue ought to be litigated between the plaintiff and the third party, rather than the plaintiff and the defendant.

92 According to Crédit Agricole, the real issue in the litigation is whether Mr Yeh was actually authorised to transfer the 225m NexGen shares on Telemedia's behalf; this is an issue between Telemedia and Mr Yeh, and does not involve Crédit Agricole. While I agree that Mr Yeh's actual authority to act on behalf of Telemedia may be an issue between Telemedia and Mr Yeh, I do not agree that the real (and sole) issue in the litigation was Mr Yeh's actual authority to execute the said transfer. While a finding that Mr Yeh was actually authorised to execute the transfer of the 225m NexGen shares would finally resolve the litigation (as it did in the *Telemedia* Decision), an alternative finding that Mr Yeh had no actual authority to execute the said transfer on behalf of Telemedia would still have left open the question whether *vis-à-vis* Crédit Agricole, Telemedia had clothed Mr Yeh with authority such that Crédit Agricole acted properly in taking instructions from Mr Yeh. Indeed, it will be recalled that Telemedia also raised issues relating to whether Mr Yeh's authority had been revoked such as to affect Crédit Agricole or to give rise to a claim in negligence by Telemedia against Crédit Agricole.

93 In my view, the real issue at the heart of the litigation was whether Crédit Agricole acted properly (*ie* within its mandate and non-negligently) in taking instructions from Mr Yeh. This in turn raised issues of whether Telemedia had clothed Mr Yeh with authority in its dealings with Crédit Agricole. The specific issues raised in the litigation certainly cannot be resolved *only* between Mr Yeh and Telemedia. I therefore find that an order of costs against Telemedia in relation to the third party proceedings in this case cannot be justified by the assertion that the real issue in the suit is one *solely* between Telemedia and Mr Yeh only. Cases like *Edginton v Clark* and *Thomas v Times* are clearly distinguishable on the facts.

94 This, however, is not the end of the inquiry. I must still consider if Telemedia may be said to have sued the wrong party because its claim against Crédit Agricole was clearly unmeritorious (wrong party), and because there was a more appropriate party (*ie* Mr Yeh) to sue. While Telemedia's claim against Crédit Agricole did fail, my findings in the *Telemedia* Decision make it difficult to conclude that Crédit Agricole was clearly sued as the wrong party given the range of issues that arose. I thus am of the view that the exception in *SAL Industrial Leasing* does not apply in the present case either.

95 Of course, it leaves me to consider the equities of the case, and whether I should nevertheless exercise my discretion to make Telemedia bear the costs of the third party proceedings. From Crédit Agricole's submissions, the factors that weigh in favour of awarding costs against Telemedia are as follows:

(a) Important evidence only surfaced when Mr Yeh was joined as a third party. This was the case because Telemedia did not properly fulfil its discovery obligations.

(b) Crédit Agricole's third party claim was based on Telemedia's pleadings that Mr Yeh was the real fraudster in the entire transaction.

96 While I acknowledge the relevance of the above factors, I do not think that they are sufficiently weighty to justify an order that Telemedia bears the costs of the third party proceedings in the present case. For one, Telemedia and Mr Yeh correctly submit that the evidence could have been obtained through other interlocutory processes such as third party discovery or issuing a subpoena. Moreover, it certainly would not be unreasonable to expect Crédit Agricole to contemplate getting evidence from Mr Yeh given Telemedia's assertions that Mr Yeh was the real fraudster behind everything. Mr Yeh was clearly a key witness of fact in the trial.

97 On balance, I find that the circumstances in the present case are not sufficiently exceptional to justify requiring Telemedia to bear the costs of the third party proceedings. Following the principle that costs should follow the event, Crédit Agricole should bear the costs of the third party proceedings.

98 This finding makes it unnecessary for me to deal with Mr Yeh's other submission as to the appropriate form of the cost order should Telemedia be made to bear the costs of the third party proceedings.

Conclusion

99 In conclusion, I order that:

(a) Telemedia bears Crédit Agricole's costs in relation to the proceedings between Telemedia and Crédit Agricole on an indemnity basis;

(b) Crédit Agricole bears Mr Yeh's costs on a standard basis; and

(c) Crédit Agricole bears its own legal costs incurred in relation to the third party proceedings.

100 Turning to the costs of the hearing before me, Crédit Agricole succeeded in obtaining the costs order it sought against Telemedia, but failed in relation to its arguments that Telemedia should be liable for the third party costs. In the circumstances, I make no order as to costs as between Crédit Agricole and Telemedia for this hearing. But, as between Crédit Agricole and Mr Yeh, I order Crédit Agricole to pay Mr Yeh's costs on a standard basis.

101 Parties are to submit their bills of costs for taxation before an assistant registrar in accordance with the above orders.

[note: 1] Defendant's cost submissions at [20]

[note: 2] Defendant's cost submissions at [21]

[note: 3] Defendant's cost submissions at [19] and [21].