

Hu Su Chu v Wee Ek Chian and Another
[2006] SGHC 69

Case Number : DA 28/2005

Decision Date : 25 April 2006

Tribunal/Court : High Court

Coram : Woo Bih Li J

Counsel Name(s) : R Shankar and Suzanne Tan (Shankar, Nandwani & Partners) for the appellant;
Amolat Singh (Amolat & Partners) for the respondents

Parties : Hu Su Chu — Wee Ek Chian; Lee Hui Kheng

Tort – Nuisance – Damages – Whether the trial judge erring in assessment of quantum of damages awarded

25 April 2006

Woo Bih Li J:

1 The plaintiff, Hu Su Chu, is a Taiwanese and was the owner of the property known as 32 Jalan Rajah, #18-01, Rajah Tower, Singapore. The defendants, Wee Ek Chian and Lee Hui Kheng, are the owners and occupiers of the property one floor directly above the plaintiff's property, at #19-01 (the "defendants' property"). The plaintiff claimed that on or about January 2001, water leaked from the defendants' property to her property. The leakage continued until early 2002. The plaintiff pleaded *res ipsa loquitur* with regard to the cause of the leakage. The plaintiff pleaded negligence and nuisance against the defendants.

2 The trial judge found the defendants liable for nuisance, but not negligence, and awarded the plaintiff \$9,000 for loss of rental between 16 November 2001 to 31 March 2002. This was substantially less than what the plaintiff was claiming, under various heads of damages. Accordingly, the plaintiff appealed against the trial judge's award of \$9,000 only.

3 The crux of the appeal was the quantum of damages the plaintiff was seeking. The trial judge had not allowed her claims for the following:

- (a) reduction in rental of \$200 per month for 11 months from January to November 2001, amounting to \$2,200;
- (b) loss of rental from 1 April 2002 to 1 April 2003;
- (c) miscellaneous expenses:
 - (i) return airfare for trips to Singapore amounting to \$7,846.87 and costs for extension of an air ticket at \$146;
 - (ii) taxi fares to and from the airports in Singapore and Taiwan, fees for extension of a social visit pass and accommodation during the plaintiff's stay in Singapore;
 - (iii) extra living expenses, phone calls and utilities, printing of photographs, photocopying and postage;
 - (iv) translation, advertisement and documentation fees;

- (v) medical treatment;
 - (vi) purchase of materials to do painting and parquet; and
 - (vii) maintenance fees, fire insurance and property tax.
- (d) damages for anxiety and distress;
 - (e) loss as a result of a drop in the market value of her property; and
 - (f) loss as a result of delay in the carrying out of rectification works.

4 Before me, the plaintiff did not pursue her claim for maintenance fees, fire insurance and property tax.

5 After hearing submissions, I was of the view that the plaintiff had failed to establish that the trial judge had erred in the reasons for her conclusions. Accordingly, I dismissed the appeal.

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