

Brian Wesley Batie v Tan Boon Hock
[2001] SGHC 251

Case Number : Suit 86/2001
Decision Date : 31 August 2001
Tribunal/Court : High Court
Coram : Lee Seiu Kin JC
Counsel Name(s) : Plaintiff in person; G Raman and V Suriamurthi (G Raman & Partners) for the defendant
Parties : Brian Wesley Batie — Tan Boon Hock

JUDGMENT:

1. Parties agree as follows:

(1) The Agreement between the Plaintiff and the Defendant was signed on 18 October 2000;

(2) The Novation Agreement between the landlord (Cuppage Terrace Pte Ltd), tenants (Defendant & Lim Mooi) & substitute tenants (Plaintiff & Nassir) was signed by the Plaintiff & the Defendant on 23 Oct 2000, and that the date of possession/handover was 1 November 2000;

(3) Defendant owes Plaintiff \$15,250 being rental for November 2000;

Find:

(1) Breach of

Contract

2. Defendant was in breach of the following clauses of the Agreement:

(a) clause 4, in not removing the electrical wiring;

(b) clause 6, in not paying the November 2000 rent;

(c) clause 6 & implied term of the Agreement, that the Defendant should carry out the removal of his equipment, furniture, electrical wiring and electrical fittings in a reasonable manner,

(d) the Agreement spells out what the Defendant is entitled to remove and does not entitle him to remove what is not specifically set out. Therefore the removal of the fire doors, etc is a breach of the Agreement.

(2) Trespass

3. Defendant had trespassed on the premises on 1 November and caused the removal of the fire doors, fire rated ceiling and damage to the roller shutters, etc.

Damages:

Breach of clause 6 of Agreement

4. November 2000 rent of **\$15,250**

Other breaches of Agreement & Trespass:

5. Re-instatement works: As the Plaintiff's evidence was that he did not pay for the re-instatement works pleaded, and evidence of his witness, Pow Boon Chye was, in effect, that it was the landlord that was liable to him in respect of the invoice exhibited, I find no loss to the Plaintiff on account of the re-instatement works pleaded.

6. Delay in opening: From the evidence, I find that a reasonable period that was needed to carry out the re-instatement works as well as to obtain the necessary approval from the Fire Safety Bureau on account of the removal of fire doors, fire rate ceiling and other fire safety equipment, would be 2 months from 1 November 2000. Since the Plaintiff's original plan was to open on 15 November, it follows that the delay caused was 1.5 month.

7. Loss of profit: From the evidence I am satisfied that the Plaintiff would have broken even after a few months of operation. Therefore the loss to him in respect of the 1.5 month delay would have been the cost that he had reasonably incurred between mid-November and mid-December. In this respect I find that it was reasonable for him to pay staff to be on standby, but not to pay his partner, Nassir. In the event the costs are as follows:

(a) 1.5 month's rental: $\$15,250 \times 1.5 = \$22,875$

(b) Staff costs for 1.5 month: \$13,400
(Tan, Phua, Catherine, Stephanie)

There being no evidence of any other costs incurred, the total is therefore **\$36,275**

Claim for aggravated damages:

8 Find that Plaintiff has not made out his claim for aggravated damages.

Judgment

9 Judgment for Plaintiff in the sum of $\$15,250 + \$36,275 = \mathbf{\$51,525}$, with interest at 6% from date of writ (19 Jan 2001)

10 On costs, as the judgment sum is lower than the High Court threshold, the Plaintiffs shall have an order for costs against the Defendant on the Subordinate Courts scale, with disbursements (including court fees) also on that scale.

Sgd:

LEE SEIU KIN
JUDICIAL COMMISSIONER

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