

Columbia Asia Healthcare Sdn Bhd and another v Hong Hin Kit Edward and another and
other suits
[2014] SGHC 83

Case Number : Suits No 861 and 862 of 2008 and 964 of 2009
Decision Date : 22 April 2014
Tribunal/Court : High Court
Coram : Woo Bih Li J
Counsel Name(s) : Harish Kumar and Jonathan Toh (Rajah & Tann LLP) and Troy Yeo (Troy Yeo & Co) for the plaintiffs in Suit 964 and for the defendants in Suits 861 and 862; Niru Pillai and Liew Teck Huat (Global Law Alliance LLC) for the defendants in Suit 964 and for the third parties in Suits 861 and 862; Michael Khoo SC and Ong Lee Woei (Michael Khoo & Partners) for the plaintiffs in Suits 861 and 862.
Parties : Columbia Asia Healthcare Sdn Bhd — P T Nusautama Medicalindo — Edward Hong Hin Kit — Albert Hong Hin Kay

Contract – Breach

Contract – Remedies – Damages

Contract – Privity of Contract – Contracts (Rights of Third Parties) Act

[Editorial note: This is the supplementary judgment to the main judgment reported at [\[2014\] 3 SLR 87.](#)]

22 April 2014

Woo Bih Li J:

1 I refer to my judgment dated 10 April 2014 (“the Judgment”). It has come to my attention that I should make some formal orders in response to the prayers for relief in the three actions mentioned in the Judgment, although the outcomes are obvious from the Judgment.

2 For the avoidance of doubt, I state the following in addition to the Judgment. The definitions therein will apply here as well.

Suit 964

3 There is no need for a formal order in respect of the first prayer of the claim by Columbia for damages to be assessed for over-payment for the Sale Shares and/or the diminution in value of PTNM and/or the Sale Shares and/or receiving title to the Land that is encumbered as I have already granted Columbia the costs of cure to be assessed for the Encumbrance Issue.

4 The second prayer of the claim by Columbia is addressed by the orders in the Judgment.

5 I dismiss all the Hongs’ prayers for relief in their counterclaim in Suit 964.

Suit 861

6 I dismiss PTNM's counterclaim for damages for allegedly defective servers.

7 I make no order on the first prayer of the claim against the Hongs in the third party action which is a prayer for a declaration that the claims of Thermal Industries are within the meaning of "Liabilities" as defined in s 2.1.24 of the SSA. The first prayer is unnecessary in the light of the orders made in the Judgment.

8 The second prayer of the claim against the Hongs is already addressed substantively by the orders made in the Judgment.

9 I dismiss the third prayer for a declaration that Thermal Industries is the *alter ego* of Edward Hong. As stated in the Judgment, Thermal Industries is entitled to make its claim whether or not it is controlled by Edward Hong.

10 I dismiss the Hongs' counterclaim for an order rectifying s 2.1.24 of the SSA.

Suit 862

11 I make no order on the first prayer of the claim against the Hongs in the third party action which is a prayer for a declaration that the claims of Thermal International are within the meaning of "Liabilities" in s 2.1.24 of the SSA. The first prayer is unnecessary in the light of the orders made in the Judgment.

12 The second prayer of the claim against the Hongs is already addressed substantively by the orders made in the Judgment.

13 I dismiss the third prayer for a declaration that Thermal International is the *alter ego* of Edward Hong.

14 I dismiss the Hongs' counterclaim for an order rectifying s 2.1.24 of the SSA.

General

15 I amend the beginning of [356(c)] of the Judgment to read as follows:

"In respect of the Tax Exposure Issue and the Inflated Revenue Issue, ..." (amendments underlined).

16 This supplementary judgment is to take effect from the date of the Judgment.

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