

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2007] SGDC 213**

District Court Suit No. 4765 of 2002  
RAS No. 62 of 2007

Between

NG CHAN TENG  
(Malaysian PP No. J678736)

*... Plaintiff*

And

KEPPEL SINGMARINE DOCKYARD PTE LTD  
(RC NO. 188700005K)

*... Defendant*

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**FOUNDATIONS OF DECISION**

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**Ng Chan Teng**  
v  
**Keppel Singmarine Dockyard Pte Ltd**

**[2007] SGDC 213**

District Court — District Court Suit No. 4765 of 2002  
District Judge James Leong  
25 June 2007; 1 August 2007

1 August 2007

**District Judge James Leong:**

**Introduction**

1 This was an appeal by the Plaintiff against the decision of the Deputy Registrar making no order on his application for summary determination of an issue under O 14 r 12 of the Rules of Court. The issue that the Plaintiff sought to have determined was whether the Plaintiff can recover a sum of \$250,000 or a sum of \$175,000 when a consent Interlocutory Judgment has been entered wherein the Defendant has accepted 70% liability. After hearing arguments, I set aside the Order of the Deputy Registrar making no order on the Plaintiff's application and ruled under O 14 r 12 that the Plaintiff can recover a sum of \$175,000 where a consent interlocutory judgment for 70% has been entered. I further ordered that costs be reserved. The Plaintiff has appealed against my decision.

**Factual Matrix**

2 The background facts are set out in Plaintiff Counsel's affidavit filed on 5 April 2007 in support of the O 14 r 12 summons. The Defendant did not file any affidavit in reply thereto and do not appear to dispute the background facts. The material paragraphs of the affidavit state as follows:

- “(3) The Plaintiff was involved in an industrial accident on 13<sup>th</sup> November 2001 (“the Accident”), wherein as a result of the Accident, the Plaintiff herein sustained severe crushing injury to his right forearm necessitating a lower limb amputation.
- (4) On 8<sup>th</sup> November 2002, the Plaintiff's through his former solicitors M/s Chung Tan & Partners (“former solicitors”) commenced the present claim for damages for his personal injury and losses due to the injuries the Plaintiff sustained in the Accident (“the Action”). On 7<sup>th</sup> May 2004, the parties herein entered Consent Judgment in the District Court wherein the Defendant accepted 70% liability of the Accident.
- (5) Pursuant to the Consent Judgment, the Plaintiff's former solicitors corresponded with the Defendants, in proposing an amicable settlement, a quantification of the General and Special Damages based on the Plaintiff's injuries in the total sum of \$646,653.03 at 70% liability. Annexed herewith and marked “NS-1” is a copy of the letter dated 9<sup>th</sup> November 2005 from the former solicitors to the Defendants. However, no agreement on settlement was reached and as such, the matter preceded to an Assessment of Damages in Court.
- (6) In 15<sup>th</sup> May 2006, the Plaintiff appointed the current firm, M/s Hoh Law Corporation (“HLC”) to undertake the conduct of the Action from his former solicitors.
- (7) Parties have been discussing an amicable resolution of the matter.
- (8) As it stands now, an issue arose between parties as to whether the Plaintiff who has consented to Interlocutory Judgment in the Subordinate Court can recover a sum of \$250,000.00 being 70% of the liability borne by the Defendants against the Plaintiff or is able to recover a sum of \$175,000.00.”

### **Hearing before Deputy Registrar**

3 The summons under O 14 r 12 was heard by the Deputy Registrar on 3 May 2007. The Plaintiff argued that the determination of the issue will dispose of the case as parties should be able to settle the case once the maximum quantum was determined. At the hearing before the Deputy Registrar, the Defendant took the position that this issue should be argued before the deputy registrar hearing the assessment of damages rather than as a preliminary point under O 14 r 12.

4 The Deputy Registrar was of the view that the law on this issue was clear and it was unnecessary to make any ruling. He was also of the view that the preliminary issue may be moot as the quantum at assessment may well fall below \$175,000 making the determination premature. He was also of the view that the proper forum for the determination of this point should be the deputy registrar hearing the assessment of damages. In the premises, he made no order on the application with costs to be reserved. I should stress at this juncture that I would agree with the decision of the Deputy Registrar having regard to the position taken by the Defendant at the hearing before him. As it was unclear at that point if the case was an appropriate one for O 14 r 12, it was certainly in order for the Deputy Registrar to rule as he did.

### **Hearing of Registrars' Appeal**

5 At the hearing before me, unlike at the hearing before the Deputy Registrar, the Defendant took the position that an O 14 r 12 ruling would be appropriate. Having regard to the consensus that such a ruling would be appropriate, I considered the arguments of both sides on the preliminary point. I also had regard to the Written Submissions of both the Plaintiff and Defendant that were tendered. It was common ground that the issue would turn on the interpretation of Section 20 of the Subordinate Courts Act (Cap 321) ("SCA"). This provides that:

- (1) A District Court shall have jurisdiction to hear and try any action founded on contract or tort where –
  - (a) The debt, demand or damage claimed does not exceed the District Court limit, whether on balance of account or otherwise; or
  - (b) There is no claim for money, and the remedy or relief sought in the action is in respect of a subject matter the value of which does not exceed the District Court limit.
- (2) A District Court shall have jurisdiction to hear and try any action where the debt or demand claimed consists of a balance not exceeding the District Court limit after a set-off of any debt or demand claimed or recoverable by the defendant from the plaintiff, being a set-off admitted by the plaintiff in the particulars of his claim or demand.

Section 2 of the SCA further provides that:

"District Court limit" means —

- (a) in sections 26 (a) and 27, \$3 million or such other amount as may be specified by an order under section 30; and
- (b) in any other section, \$250,000\* or such other amount as may be specified by an order under section 30;

\*O 1 (S 333/97)— Subordinate Courts (Variation of District Court Limit) Order.

### **Arguments and My Decision**

6 The Plaintiff quantified his claim on a 100% basis in the sum of \$923,790.04. At 70% liability, this amounts to \$646,653.03, which exceeds the District Court limit of \$250,000. The Plaintiff contended that recoverability was the main criterion and he should be allowed to recover 70% of the damages to be assessed, limited to \$250,000, which is the District Court limit. The Defendant, on the other hand, argued that the Plaintiff is only able to recover damages limited to 70% of the \$250,000 District Court limit i.e. \$175,000.

7 After careful consideration, I found myself in broad agreement with the submissions of the Defendant. Like the Deputy Registrar, I was of the view that the language of Section 20 is plain and obvious, and the answer was clear. As the District Court limit is set at \$250,000, 70% of \$250,000 must mean that the Plaintiff's claim is now limited to \$175,000. In my view, to adopt the Plaintiff's interpretation would lead to uncertainty as to whether such civil claims ought to be commenced in the High Court or District Court. The issue of contributory negligence was something that could not be accurately determined at the outset. Adopting the Plaintiff's interpretation would also mean potentially that claims of up to \$25 million could well commence in the District Court assuming that the Court ultimately finds the Defendant to be 1% liable. In my view, this would not be logical.

8 In the High Court case of *Abdul Rahman bin Shariff v Abdul Salim bin Syed*, [1999] 4 SLR 716, Tay Yong Kwang JC (as he then was), noted in respect of an application for leave to appeal at [24] that:

24 In my opinion, the 'amount in dispute or the value of the subject matter' in s 21 does not encompass the non-contractual interest and costs elements of a claim for a contractual amount or for damages. Interest would usually be awarded if a plaintiff is successful in his action and costs would, in the great majority of cases, follow the event. Nevertheless, they remain discretionary and, if awarded, may fluctuate in amount according to the period of which interest is given and depending on the discretion of the trial judge or the registrar taxing the costs where the amount of costs is concerned. If interest and costs are to be included in computing the 'amount in dispute or the value of the subject matter' in s 21, then it follows that they ought to be taken into consideration also when construing jurisdictional provisions such as s 20(1) Subordinate Courts Act (Cap 321, 1999 Ed) which provides:

A District Court shall have jurisdiction to hear and try any action founded on contract or tort where –

- (a) the debt, demand or damage claimed does not exceed the District Court limit, whether on balance of account or otherwise; or
- (b) there is no claim for money, and the remedy or relief sought in the action is in respect of a subject-matter the value of which does not exceed the District Court limit.

Doing so would entail a plaintiff having to calculate the amount of interest and estimate the costs at the time of commencement of action to see whether the sum of the claim, interest and costs exceeds the monetary jurisdictional limit. With interest and costs increasing as the days pass, an action which was within the district court or the magistrates' court limit when commenced could well breach the respective limits by the time the action is ready for trial, perhaps even during the course of the trial! Similarly, a matter which was within the district court's jurisdiction when heard by the registrar there could be beyond that jurisdiction by the time an appeal goes before the district judge in chambers. The action would then have to be transferred to the High Court for hearing. It does not seem sensible to me to inject such uncertainties into something so fundamental as the court's jurisdiction.

9 In my view, the principle of not injecting uncertainty into something as fundamental as the court's jurisdiction cited by His Honour in the context of interest and costs above would similarly apply in our case. As for the High Court decision of V K Rajah JC (as he then was) in *Cheong Ghim Fah and another v Murugian s/o Rangasamy (No 2)* [2004] 3 SLR 193 cited by Plaintiff Counsel in support of his position, I agreed with the Defendant's submissions that this can be distinguished as it dealt principally with the issue of costs and the interpretation of s 39 of the SCA, and not s 20 as in our present case.

### **Conclusion**

10 In view of all of the above, I made the orders that I did at [1] above.

James Leong  
District Judge

Namasivayam Srinivasan (Hoh Law Corporation) for the plaintiff;  
Anparasas s/o Kamachi with Sharon Lim (KhattarWong) for the defendant