

8/82

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O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

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B E T W E E N

- 1. ENG CHUAN & COMPANY (a firm)
- 2. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
- 3. ENG CHUAN SINGAPORE LIMITED
- 4. ENG CHUAN CHAN (sued as a firm) Appellants

- AND -

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

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RECORD OF PROCEEDINGS

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Collyer-Bristow  
4 Bedford Row  
London WC1R 4DF

Solicitors for the  
Appellant

Maxwell Batley Co.  
27 Chancery Lane  
London WC2A 1PA

Solicitors for the  
Respondents

## O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

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1. ENG CHUAN & COMPANY (a firm)
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4. ENG CHUAN CHAN (sued as a firm) Appellants

- and -

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

## RECORD OF PROCEEDINGS

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O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

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B E T W E E N

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  4. ENG CHUAN CHAN (sued as a firm) Appellants

- AND -

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

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RECORD OF PROCEEDINGS

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No. 1

SUMMONS WITH STATEMENT OF CLAIM ATTACHED  
DATED 6th APRIL 1977

District and  
Magistrates'  
Courts  
Singapore

DISTRICT AND MAGISTRATES' COURTS SINGAPORE

SUMMONS

DC SUMMONS No. 1577 of 1980.

No. 1  
Summons with  
Statement of  
Claim  
attached  
6th April  
1977

20

BETWEEN

FOUR SEAS COMMUNICATIONS BANK LIMITED Plaintiffs

AND

1. ENG CHUAN & COMPANY (a firm)
2. EASTERN OPTICAL COMPANY PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & COMPANY LIMITED (sued as a firm)
5. ENG CHUAN SINGAPORE LIMITED
6. ENG CHUAN CHAN (sued as a firm) Defendants

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To: The abovenamed 1st Defendant, Eng Chuan & Company  
(a firm)  
The abovenamed 2nd Defendant Eastern Optical

District and  
Magistrates'  
Courts  
Singapore

No. 1  
Summons with  
Statement of  
Claim  
Attached  
6th April  
1977

Company Pte. Ltd. 61 Chulia Street, Singapore 1.  
The abovenamed 3rd, 4th and 6th Defendants, namely  
Chua's Travel Service, Eng Chuan & Company Pontian  
and Eng Chuan Chan, respectively, all of  
No. 61 Chulia Street, Singapore 1.  
Eng Chuan Singapore Limited of 61 Chulia Street,  
Singapore.

You are hereby summoned to appear either in person  
or by your advocate before the 6th Court of the  
Subordinate Courts, Havelock Road, Singapore 6, on  
Saturday the 21 day of May, 1977, at 9.30 a.m., to  
answer a claim against you by the above-named plaintiffs:

10

Take notice that within 7 days of the service of  
this summons on you, inclusive of the day of such service,  
you may enter an appearance to this summons for which  
the notice of appearance appended hereto may be used:

And take notice that in default of attending the  
Court on the day and time appointed, judgment may be  
given against you.

Dated the 6th day of APRIL 1977.

20

REGISTRAR.

STATEMENT OF CLAIM

1. The Plaintiffs are the owners of the premises known  
as 61, 61A and 61B Chulia Street, Singapore, ("the  
premises") and claim recovery of possession of same from  
the Defendants.

2. The premises were let to a firm/sole proprietorship  
known as Eng Chuan & Company the 1st Defendant on a monthly  
tenancy. The said firm has not been registered with the  
Registry of Businesses and is not in possession of the  
premises.

30

3. The 2nd, 3rd, 4th, 5th and 6th Defendants are  
unlawfully in occupation of the premises.

4. By a Notice to Quit dated 29th January 1976  
addressed to Eng Chuan & Co. and served at the premises  
the tenancy in the name of Eng Chuan & Co. was terminated  
on 29th February 1976.

5. The Plaintiffs are not precluded by any provisions  
of the Control of Rent Act from recovering possession of

the premises.

District and  
Magistrates'  
Courts  
Singapore

6. And the Plaintiffs claim as follows:-

- 1) Judgment against the Defendants for recovery of possession of the premises;
- 2) An order requiring the Defendants and any others in occupation to quit and deliver up vacant possession of the premises to the Plaintiffs;
- 3) Damages;
- 4) Costs and
- 5) Such further and other relief as to the Court may appear just.

No. 1  
Summons with  
Statement of  
Claim  
Attached  
6th April  
1977  
(continued)

10

DATED this 6th day of April, 1977.

Sgd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

And the plaintiffs claim:-

If the amount stated above be paid to the plaintiffs or their solicitors or into Court within 7 days after service, inclusive of the day of service the defendants need not appear on the return day of the summons.

20

Sgd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

The summons is issued by Messrs. KIRPAL SINGH & CO. of Suite 3004, 30th Floor, O.C.B.C. Centre, Singapore, Solicitors for the said plaintiffs whose address is at No. 57, Chulia Street, Singapore 1.

NOTICE OF SERVICE ON MANAGER OF PARTNERSHIP

Take notice that the summons is served on you as the person having the control or management of the partnership business of the above-named 3rd, 4th & 6th defendant firms of Chua's Travel Service (sued as a firm), Eng Chuan & Company Pontian (sued as a firm) and Eng Chuan Chan (sued as a firm), respectively (and also a partner in the said firm)

30

Dated the 6th day of APRIL , 1977.

Sgd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

District and  
Magistrates'  
Courts  
Singapore

No. 2

FURTHER AMENDED STATEMENT OF CLAIM  
DATED 23rd FEBRUARY 1979

No. 2  
Further  
Amended  
Statement  
of Claim  
23rd February  
1979

SUBORDINATE COURTS SINGAPORE

DC SUMMONS  
NO 1577 of 1977

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED Plaintiffs

AND

- 1. ENG CHUAN & COMPANY (a firm) 10
- 2. EASTERN OPTICAL COMPANY PTE LTD
- 3. CHUA'S TRAVEL SERVICE (sued as a firm)
- 4. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
- 5. ENG CHUAN SINGAPORE LIMITED
- 6. ENG CHUAN CHAN (sued as a firm) Defendants

FURTHER

AMENDED

STATEMENT OF CLAIM

1. The Plaintiffs are the owners of the premises known as 61, 61A and 61B Chulia Street, Singapore, ("the premises") and claim recovery of possession of same from the Defendants. 20

~~2. The premises were let to a firm/sole proprietorship known as Eng Chuan & Company the 1st Defendant on a monthly tenancy. The said firm has not been registered with the Registry of Businesses and is not in possession of the premises. The registration of the said firm with the Registrar of Businesses was deleted in 1971.~~

2. The premises were let to a sole proprietorship known as Eng Chuan & Company. The sole proprietor at the time of the letting was one Lee Siew Pan who left the firm in 1953 after certain others had joined the firm as partners. These other persons continued operating the business of Eng Chuan & Co. The registration of the said firm with the Registrar of Businesses was deleted in 1971. 30

3. The 1st 2nd, 3rd, 4th 5th and 6th Defendants are unlawfully in occupation of the premises.

Amended pursuant to leave given  
by His Honour Mr ADRIAN SOON in  
open court on 22nd February 1979  
Dated this 23rd day of February 1979  
Sd Illegible REGISTRAR



4. By a Notice to Quit dated 29th January 1976 addressed to Eng Chuan & Co and served at the premises the tenancy in the name of Eng Chuan & Co was terminated on 29th February 1976.

District and  
Magistrates'  
Courts  
Singapore

5. The Plaintiffs are not precluded by any provisions of the Control of Rent Act from recovering possession of the premises.

No. 2  
Further  
Amended  
Statement  
of Claim  
23rd February  
1979

6. And the Plaintiffs claim as follows:-

- 1) Judgment against the Defendants for recovery of possession of the premises;
- 2) An order requiring the Defendants and any others in occupation to quit and deliver up vacant possession of the premises to the Plaintiff;
- 3) Damages;
- 4) Costs and
- 5) Such further and other relief as to the Court may appear just.

(continued)

DATED this 6th day of April 1977.

Sd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

RE-DATED this 23rd day of February 1979

Sd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

RE-DATED this 2nd day of April 1979

Sd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

District and  
Magistrates'  
Courts  
Singapore

No. 3

DEFENCE  
DATED 10th JUNE 1977

No. 3  
Defence  
10th June 1977

SUBORDINATE COURTS SINGAPORE

D.C. SUMMONS )  
No. 1577 of 1977 )

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Plaintiffs

AND

1. ENG CHUAN & COMPANY (a firm) 10
2. EASTERN OPTICAL COMPANY PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
5. ENG CHUAN SINGAPORE LIMITED
6. ENG CHUAN CHAN (sued as a firm) Defendants

D E F E N C E

1. The First, Fourth, Fifth and Sixth Defendants admit paragraph 1 of the Statement of Claim.
2. Paragraphs 2 and 3 of the Statement of Claim are denied. 20
3. Save that a Notice to Quit dated the 29th of January, 1976 was served on the First, Fourth, Fifth and Sixth Defendants, the said Defendants deny that the tenancy has been thereby terminated on the 29th of February, 1976.
4. The said Defendants deny that they are precluded by the provisions of the Control of Rent Act (Chapter 266) and seek the protection of the said Act.
5. The said Defendants deny that the Plaintiffs are entitled to possession of the premises, damages or any relief. 30
6. Save as is hereinbefore expressly admitted the Defendants deny each and every allegation contained in the Statement of Claim as if the same were set forth

herein seriatim and specifically traversed.

Dated and Delivered this 10th day of June, 1977.

Sd. R.E. REDRUP  
Solicitors for the First, Fourth,  
Fifth and Sixth Defendants.

District and  
Magistrates'  
Courts  
Singapore

No. 3  
Defence  
10th June 1977

To the abovenamed Plaintiffs and  
their Solicitors,  
Messrs Kirpal Singh & Company  
Suite No. 1402, 14th Floor  
O.C.B.C. Centre  
Singapore 1.

(continued)

10

No. 4

SUBMISSIONS OF PLAINTIFFS WITH EXTRACT FROM  
WOODFALL LANDLORD & TENANT 27th EDITION VOLUME 1  
PAGE 940 ATTACHED  
DATED 23rd APRIL 1979

No. 4  
Submissions  
of Plaintiffs  
with Extract  
from Woodfall  
Landlord and  
Tenant 27th  
Edition  
Volume 1  
Page 940  
attached  
23rd April 1979

SUBORDINATE COURTS SINGAPORE

DC SUMMONS )  
NO 1577 of 1977 )

20

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED Plaintiffs

AND

1. ENG CHUAN & COMPANY (a firm)
2. EASTERN OPTICAL COMPANY PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
5. ENG CHUAN SINGAPORE LIMITED
6. ENG CHUAN CHAN (sued as a firm) Defendants

30

SUBMISSIONS OF THE PLAINTIFFS

The plaintiffs claim possession from those who on the date of the issue of the summons herein were in occupation of the premises. The plaintiffs have obtained a judgment against the 2nd defendant. The 3rd defendant has left the premises. The claim against the 1st defendant is a claim against those who presently claim to be partners of the 1st defendant firm. The principal partner is Mr Lee Chay Tian who gave evidence for such partners. The 4th, 5th and 6th defendants are licensees of the 1st defendant.

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District and  
Magistrates'  
Courts  
Singapore

No. 4  
Submissions  
of Plaintiffs  
with Extract  
from Woodfall  
Landlord and  
Tenant 27th  
Edition  
Volume 1  
Page 940  
attached  
23rd April 1979  
(continued)

The claim is on the ground that the above defendants are trespassers, unlawfully in occupation. That disposes of the defendants' submission that no breaches are alleged etc. Such an allegation might be necessary if the defendants were tenants. The plaintiffs say they are trespassers.

A tenancy of the premises was given in 1946 to a firm called Eng Chuan & Co. By operation of law a tenancy to a firm is a tenancy to the proprietor or partners of the firm at the time the tenancy is given. This is a rule of law. See opening words of the judgment of Mathew CJ in CHARTERED BANK TRUSTEE LTD v ABU BAKAR (1940) MLJ 40 and Whitton J at p. 42 where he refers to the English decisions in WRAY v WRAY and IN RE SMITH.

10

At the date of the grant of the tenancy to Eng Chuan & Co. there was only a sole proprietor of this firm, a person called LEE SIEW PAN. By operation of law then, Lee Siew Pan became the tenant of the premises.

The said Lee Siew Pan ceased to have connection with the said firm and with the premises as of 1953. His severance was final. He was removed from the records of the Registry of Businesses as being no longer connected with the firm. Other persons took over the premises and the business. These persons did not become tenants by so doing, for there is no assignment of the tenancy to them and none is alleged in the pleadings.

20

By notice to quit dated 29th January 1976 served on Eng Chuan & Co at the premises, the plaintiffs terminated the tenancy held by Lee Siew Pan. The notice to quit was acknowledged by the 1st defendants. Since the time Lee Siew Pan left the premises, the 1st defendants have been paying the rent of the premises. The law is that in the case of a deceased or absent tenant a notice to quit served on the occupiers of the premises is a valid notice to quit to determine the tenancy. See WOODFALL LANDLORD & TENANT 27th ed Vol 1 page 940 (Extract attached). This statement of the law was followed by the Chief Justice in LAI SENG FOOK v TANG KONG LOW (1978) 1 MLJ 158, CA, and earlier by Mr Justice Kulasekaram in TANG JOO SIM v LEE SOO HUANG (1975) 1 MLJ 15.

30

40

The premises are business premises, or to state the matter in proper terms, the premises are not domestic premises. The tenancy having been duly determined, all those in occupation are trespassers; see NEO ENG v ONG HAI KIAT (1967) 2 MLJ 115; also TAN KHIO SOEI v BAN HIN LEE BANK LTD (1964) MLJ 71.

Attention is now drawn to the defence of the 1st defendant. There is no plea of assignment; no plea of a sub-tenancy; no estoppel is pleaded and estoppel must be expressly pleaded. There is no averment that a new tenancy has arisen. These are the only possible

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defences under which a plea to protection could have been raised. None have been pleaded. The defendants' submission that there is estoppel therefore has no meaning. Even if estoppel had been expressly raised, it would not have availed the defendants because to succeed on estoppel, the defendants would have to satisfy all the limbs of s.115 of the Evidence Act. They could not even begin to do this because the plaintiffs were not aware of the changes in the partnerships.

District and Magistrates' Courts Singapore

No. 4 Submissions of Plaintiffs with Extract from Woodfall Landlord and Tenant 27th Edition Volume 1 Page 940 Attached 23rd April 1979

(continued)

10 By their statement of claim, the plaintiffs alleged that the defendants were trespassers. They have so proved and ask for a judgment for possession.

DATED this 23rd day of April 1979.

Sd. Kirpal Singh & Co.  
SOLICITORS FOR THE PLAINTIFFS

p.940 DETERMINATION OF THE TENANCY

20 Service of the notice upon a relative of the sub-tenant upon the premises is not sufficient, although the notice was properly addressed to the tenant.<sup>85</sup> Putting the notice under the door of a tenant's house, or any other mode of service, has been said to be sufficient, if it be shown that the notice came to the tenant's hands before the commencement of the six months<sup>86</sup>; and it was held that it was sufficient to serve the notice upon a person whose duty it was to deliver it to the tenant.<sup>87</sup> The notice may be served on a Sunday.<sup>88</sup>

30 A written tenancy agreement can expressly incorporate the provisions of section 196 of the Law of Property Act as to the service of notices, and the practice is recommended. In the case of agricultural holdings, broadly similar provisions are automatically incorporated by virtue of section 92 of the Agricultural Holdings Act 1948.<sup>89</sup>

85 Doe d. Mitchell v Levi (1811) Ad.Ejec. 92

86 Alford v Vickery (1842) Car. & M. 280

87 Tanham v Nicholson (1872) L.R.5 H.L. 561

88 Sangster v Noy (1867) 16 L.T. 157 (decided by His Honour Judge Eardley Wilmot in Brentford County Court). The Sunday Observance Act 1677 makes only writs, etc. void.

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89 Vol. 2 § 2307.

District and  
Magistrates'  
Courts  
Singapore

No. 4  
Submissions  
of Plaintiffs  
with Extract  
from Woodfall  
Landlord and  
Tenant 27th  
Edition  
Volume 1  
Page 940  
Attached  
23rd April  
1979

(continued)

2012. Absent or deceased tenant. If the person in whom the possession is legally vested as tenant does not personally occupy the premises it seems that a person whom the tenant leaves in physical possession to manage and control the premises may be deemed his agent for receiving service of a notice to quit.<sup>90</sup> In the case of an agricultural holding, section 92(3) of the Agricultural Holdings Act 1948 expressly sanctions service of a notice to quit upon an agent or servant responsible for the control of the management or farming of the holding.<sup>89</sup> Where, on the intestacy of a deceased tenant, the legal title vested in the President of the Probate, Divorce and Admiralty Division by section 9 of the Administration of Estates Act 1925 and a notice to quit might have been served on him,<sup>91</sup> it did not follow that the notice could be served on no one else, and the tenancy was held to be effectually determined by a notice to quit addressed to "the executors of the late A B" and served upon the person in physical possession and control of the holding.<sup>92</sup> And it has been laid down as settled law that on the death of a tenant from year to year the landlord is not bound to raise a personal representative to the deceased tenant as a condition precedent to the determination of the tenancy by a notice to quit; he can, in the absence of a personal representative, treat the party in possession as the tenant to all intents and purposes.<sup>92</sup>

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<sup>89</sup> Vol. 2 2307.

<sup>90</sup> Earl of Harrowby v Snelson (1951) W.N.11; Egerton v Rutter (1951) 1 T.L.R. 58; Wilbraham v Colclough (1952) 1 All E.R. 979.

<sup>91</sup> For practice on this, see n. 99 to 1992, supra.

<sup>92</sup> Rees d Mears v Perrot (1830) 4 C. & P. 230; Sweeny v Sweeny (1876) 10 Ir.C.L.374; Earl of Harrowby v Snelson supra; Egerton v Rutter, supra; Hill v Carroll (1953) I.R. 52; (1954) C.L.Y. 1834

<sup>93</sup> Egerton v Rutter, supra at p.61; Rees d. Mears v Perrot, supra

No. 5

WRITTEN SUBMISSION OF 1st, 4th, 5th AND  
6th DEFENDANTS  
DATED 21st APRIL 1979

District and  
Magistrates'  
Courts  
Singapore

SUBORDINATE COURTS SINGAPORE

D.C. Summons )  
No. 1577 of 1977 )

No. 5  
Written  
Submission  
of 1st, 4th  
5th and 6th  
Defendants  
21st April  
1979

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED Plaintiffs

10

AND

1. ENG CHUAN & COMPANY (a firm)
2. EASTERN OPTICAL COMPANY PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
5. ENG CHUAN SINGAPORE LIMITED
6. ENG CHUAN CHAN (sued as a firm) Defendants

WRITTEN SUBMISSION

20

This is an action by the Plaintiffs for the recovery of possession of the premises known as Nos. 61, 61A and 61B Chulia Street, Singapore.

The facts are that the premises were let to the firm of Eng Chuan & Co. in or around 1941 and the firm has since that date operated from the premises in question.

The registration of the firm with the Registrar of Businesses was deleted in 1971.

30

The Notice to Quit (AB1) was served on the 29th January 1976 on the 1st Defendants, Eng Chuan & Company. On these facts, the Plaintiffs are claiming possession against the 1st, 4th and 6th Defendants.

These Defendants would submit that the case fails in limine.

I would submit that no cause of action is disclosed in the pleadings. The Plaintiffs have not alleged and do not rely on any of the breaches which might entitle them to a recovery of possession. Nowhere has it been pleaded or that there has been a breach of any of the provisions of the Control of Rent Act.

40

The evidence of DW1, Lee Chay Tian is quite clear. He has been associated with his father's business (Eng

District and  
Magistrates'  
Courts  
Singapore

Chuan & Company) in the same premises since 1941. He also indicated that he has been paying rent and the 1st, 4th, 5th and 6th Defendants continue to occupy the 1st and 2nd floors of the building also.

No. 5  
Written  
Submission  
of 1st, 4th  
5th and 6th  
Defendants  
21st April  
1979

Eng Chuan & Company has got its signboard still intact on the premises and continues to pay the PUB rates for the entire premises. It is also a fact that the 4th, 5th and 6th Defendants have at all material times based their operations at the premises in question.

I would invite the Court's attention to the Privy Council's case of Gian Singh and Co. vs. Devraj Mahar & Others (1965) 2 MLJ 12.

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(continued)

This case established that the bringing in of new partners did not per se, indicate that there had been an assignment of the premises since they were not part of the partnership assets and it cannot be contended that the tenancy was in any way personal to Mr. Lee Siew Pan. In fact, the principal witness of the Plaintiffs made it quite clear that his bank was "not concerned the slightest" whether the firm consisted of two, three, six or more partners.

20

The case before Your Honour is similar to the case of Alagappa Chettiar vs. Coliseum (1962) 28 MLJ 111 (left hand side) (Court of Appeal). At page 113F Thomson C.J. says:-

"We have not yet introduced into our law the notion that a firm is a persons .... As far as I am aware there is nothing in the Contracts Ordinance or in the Partnership Ordinance or anywhere else in our local statute that varies the law of England in this respect."

30

It is submitted that the law of Singapore also is identical in these matters with the law of England. Thomson C.J. goes on to say:-

"I would add is therefore anything which affects the capacity of partners to enter into joint contractual relations. Again, joint tenants irrespective of whether or not the relationship between themselves be also that of partners and there is nothing in the Land Code or the Control of Rent Ordinance even to suggest that their relationship with their landlord differs in any material way from that of an individual tenant."

40

My learned friend may rely on the case of Chartered Bank Malaysia Trustees Ltd. vs. Abu Bakar (1957) 23 MLJ 40.

This case was canvassed in the Alagappa Chettiar's case above referred to and considered by the Court.



I would also invite Your Honour's attention to the dicta of Good J.A. (in Alagappa Chettiar's case) at page 116C (left hand side).

District and  
Magistrates'  
Courts  
Singapore

"In English law, business firm as such has no existence; partners carry on business both as principals and as agents for each other within the scope of the partnership business; the firm is a mere expression, not a legal entity."

No. 5  
Written  
Submission  
of 1st, 4th  
5th and 6th  
Defendants  
21st April  
1979

10 It is therefore submitted that the tenancy continued in the name of Eng Chuan & Company and the changes in partnership constitution does not concern the landlord.

(continued)

The facts in our case are therefore somewhat similar to Alagappa Chettiar's case and the letting by the previous landlord to Eng Chuan & Company constituted the creation of a landlord and tenant relationship between the landlord on the one hand, and the partners on the other.

20 The Chartered Bank's case which was considered in the Alagappa Chettiar's case displays acute clash of judicial opinion. Here, the facts were different and it was held (as per heed note) that "in the circumstances of the cases (sic) the 1st Defendants could not be said to have held over as Abdul Majid's licensee or agent." (emphasis mine).

30 The principal enunciated does not really cover our situation where the tenancy is not abandoned by an absent partner in our case. The partnership survives and the various changes in the constitution do not amount to an abandonment or surrender of the tenancy by anyone in question.

In fact, I would urge Your Honour to consider the dicta of the dissenting Judge Mathew (C.J. (FM) at page 40 right hand column, penultimate paragraph).

40 "It is in my view impossible to argue that the physical presence of the tenant in business premises is necessary to constitute possession. So long as the business was continued in the premises and office furniture etc., the property of the tenant was on the premises he is for the purposes of the Ordinance in possession."

In this case, Abdul Majid, the tenant had "absconded" and the circumstances were that the Defendants; Abu Bakar knew that Abdul Majid would not return to the country and resume tenancy and there was also a request by the Defendants, Abu Bakar to change the tenancy to his own name (see Knight J Page 41, 42).

It is therefore not surprising that the Court came

District and  
Magistrates'  
Courts  
Singapore

No. 5  
Written  
Submission  
of 1st, 4th  
5th and 6th  
Defendants  
21st April 1979

(continued)

to the conclusion that in the circumstances of the case  
"no partner ..... could help in Singapore for an absent  
partner in the business premises ...." (emphasis added).

I would also submit that by the Plaintiffs' acquiescence they have accepted the 4th, 5th and 6th Defendants as tenants and are estopped from now denying their tenancy. The 4th, 5th and 6th Defendants were openly in occupation of these premises and had all their signboards and/or licence in the said premises.

This brings me to the question of Notice to Quit allegedly served by the Plaintiffs on the 1st Defendants. If it is contended that Notice to Quit AB1 is a sufficient notice on the 4th, 5th and 6th Defendants, I must respectfully submit that this Notice to Quit is bad. Although it may be contended that the Notice to Quit served on the agent is a Notice to Quit served on the principal, the converse, that is, Notice to Quit served on the principal is not sufficient notice on the agent and I therefore submit that no proper or good notice has been served on the Defendants.

10

20

I must also hasten to add that the Plaintiffs' main witness confirmed that they considered Eng Chuan and Company and Lee Siew Pan as their tenants and although Lee Siew Pan may have been removed from the scene, the partners of Eng Chuan & Company who have continued to occupy the premises for the last 38 years enjoy the protection of the Control of Rent Act. It would be unreasonable and would involve undue hardship on them to be removed from the premises from which they have been operating for so many years from this location is so vital to their business.

30

In the premises, I respectfully submit that the Plaintiffs' case fails and their reliefs against the Defendants and any others in occupation must also fail.

Dated the 21st day of April 1979.

Sd. MS. JOETHY & CO.  
Solicitors for the 1st, 4th, 5th  
and 6th Defendants

NOTES OF EVIDENCE  
DATED 22nd FEBRUARY 1979

District and  
Magistrates'  
Courts  
Singapore

Thursday 22nd February 1979  
In Open Court  
Before me.  
Sd: Soon Kim Kwee  
District Judge

No. 6  
Notes of  
Evidence  
22nd February  
1979

10 DC.1577/77

FOURSEAS COMMUNICATIONS BANK LTD

and

1. ENG CHUAN & COMPANY (a firm)
2. EASTERN OPTICAL CO. PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & CO. PONTIAN (sued as a firm)
5. ENG CHUAN SINGAPORE LTD
6. ENG CHUAN CHAN (sued as a firm)

Mr. Kirpal Singh for Plaintiffs

20 Mr. Hilborne assisted by Mr. Joethy for 1st, 4th,  
5th and 6th defendants.

Agreed bundle is tendered.

Agreed bundle is marked AB1 - 13.

Defendants dispute claims.

P.W.1 Tan Bee Geok, affirmed in English.  
Blk. 63, 122-F, Marine Drive.  
E.O., Registry of Businesses.

30 I have a file on Eng Chuan & Co. Registration number  
is 3703. It was first registered with the Registry on  
6th June 1947. The address was 61, Chulia Street. It  
was then a sole proprietorship. The sole proprietorship  
was Lee Siew Pan. (Witness shown AB5. This is a certified  
extract of the 1st registration in my file. (Witness  
shown AB7). This is a register effected on 8th March  
1951. (Witness shown AB8). This shows the names of 5  
persons who entered the business as partners on 1.1.51.  
(Witness shown AB9). This is a registration on 14.1.54.  
(Witness shown AB10). In this document, 3 persons withdrew  
from the partnership. (Witness shown AB11). This is a  
40 letter written to us by the Plaintiffs' solicitor. The  
letter is in my file. (Witness shown AB12). This is a  
reply from my department. This letter confirms that Eng  
Chuan & Co. is not registered with the Company.  
(Witness shown AB13). This is also a letter from my  
department. On checking we found that Eng Chuan & Co.

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Singapore

had been registered but was struck off the register since  
11.1.71. I confirm from my records that the registration  
was struck off on 11.1.71. Currently Eng Chuan & Co.  
is not registered.

No. 6  
Notes of  
Evidence  
22nd February  
1979

XXN: Nil

Rem: Nil

Witness released.

(continued)

Intld. S.K.K.

P.W.2 Eng Kwang Lin, affirmed in English  
7, Holland Road Drive.

10

Secretary, Fourseas Communications Bank Ltd.

The bank is the owner of No. 61 Chulia Street. It  
was purchased sometime in 1964. The premises were  
purchased subsequently to a tenancy in the name of Eng  
Chuan & Co. This building comprises of ground floor,  
1st floor and 2nd floor No. 61, 61A and 61B, Chulia Street.  
My company purchased all 3 floors. The tenancy of Eng  
Chuan & Co. was the tenant of all the floors. The rent  
had been paid by Eng Chuan & Co. and my receipts are used  
in the name of Eng Chuan & Co. The last rent received  
from Eng Chuan & Co. is 19th February 1975. The amount  
of rent received is \$275/-. It is rent for the month of  
October 1974. We have not accepted any rent after  
October 1974. (Defence counsel has no objection to the  
tendering and making of a photostat copy of the receipt.  
Receipt No. 9795 is marked and admitted P1). After the  
last payment in 1975, my bank made enquiry as to the  
whereabout of Lee Siew Pan. We were not able to trace  
him. He was not in the said premises. A search was  
made through my solicitor with the Registry of Businesses  
in respect of Eng Chuan & Co. We find that the firm was  
not registered. Later the Registry confirmed that it  
was registered. (Witness shown AB1). This is the  
Notice to Quit served on Eng Chuan & Co. (Witness shown  
AB2) This is a letter received by my other solicitor  
from Messrs Ooi, Tan & Johns (Witness shown AB3). This  
is a further letter from Messrs Ooi, Tan & Johns. This  
action was carried in April 1977. We are claiming  
possession of all the 3 floors. We are also claiming  
mense profit at \$275 with effect from November 1974.

20

30

40

XXN:

Q. How long have you been Secretary?

A. Sometime in 1963.

Q. That was a year before your bank purchased the  
premises?

A. Yes.

- Q. Did the bank to your knowledge between 64 - 74 make a search at the Registry of Businesses?
- A. We only made a search after the rent stop.
- Q. Effectively your answer is that no search was made between 1964 - 1974?
- A. That is correct.
- Q. If a search was made, it would be made through your department?
- A. Probably so.
- 10 Q. Is it not a fact that as far as the bank was concerned, the tenant was Eng Chuan & Co.?
- A. Yes.
- Q. It was already a firm because of its name?
- A. Yes.
- Q. Your bank was not the slightest concerned if the firm concerned of 2, 3, 4, 5, or 6 partners?
- A. At that time we were not concerned.
- Q. Look at AB3. Look at para 3. Was a copy of that letter sent to you?
- 20 A. No.
- Q. When did you first see it?
- A. Today.
- Q. Do you not understand from that letter that the 2 firms and 2 Companies were occupying the premises?
- A. Yes.
- Q. What comments do you have to make on that?
- A. None.
- Q. As secretary, have you ever had a clear ground on what you are claiming possession?
- 30 A. We have the intention of rebuilding.
- Q. When did the bank form that intention?
- A. As far back as the time when the government announced it was with the Golden Shoe area.

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Courts  
Singapore

No. 6  
Notes of  
Evidence  
22nd February  
1979

(continued)

- Q. Can you give a date?  
A. No  
Q. It was in the early seventies?  
A. Could be.

Rexn:

- Q. Look at AB3. This letter was sent on  
9th April 1976?  
A. Yes.  
Q. You had ceased collecting rent since October 1974?  
A. Yes.  
Q. Is it correct that from February 1975 till the  
date of summons, the period was spent by your company  
in finding out the occupancy of the two premises?  
A. Yes.

10

Witness stands down.

Intld. S.K.K.

Case for the plaintiff

D.W.1 Lee Chay Tian, affirmed in English.  
23 Amber Road.

Merchant, Director of Companies and Property owner.

20

My uncle was Lee Siew Pan. My father is Lee Siew Kow. My father was a rubber merchant, a partner and a broker all the time. From 1946 or 1947 my uncle became the tenant of 61 Chulia Street under the name of Eng Chuan & Co. My uncle was a figurehead and my father was the main man. My father died in 1951. After my father died, 3 of us and my uncle and auntie became partners of Eng Chuan & Co. (Defence counsel refers to AB8). Teo Puay Wee is my auntie. She is Lee Siew Pan's wife. Lee Phuan Beng is my 3rd uncle. The next name is mine. Lee Chong Kia is my brother. Lee Chong Seng is another of my brothers. In 1957, there were 6 members of my Lee family as partners of this firm. In 1951 I was 27 years old. I had been working with the firm before I became a partner. I work with the firm at the age of 17 years. So I had been working with the firm for 10 years when I was made a partner. During the 10 years, the business was carried on at No. 61, Chulia Street. I have been carrying on business here ever since. Come 1978, I would be working in the premises for 40 years. As the years went by, my company, my partners

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40

and my directors expanded. (Witness refers AB4) Eng Chuan Rubber Millers Ltd was incorporated in 1959. Its registered office is 61 Chulia Street (Witness shown AB3) Eng Chuan Singapore Ltd was incorporated in 1951. The registered office was 61 Chulia Street, Eng Chuan & Co. Pontian was registered in Pontian but I managed it at 61 Chulia Street. The partnership Eng Chuan Chan was trading as a storage company. This is a company consisting at a 2 acres plus at Yio Chu Kang Road. We formed this company from the rubber company to spread our interest. It was managed for 61 Chulia Street. Everyday I go to 61 Chulia Street because my office is there. All the businesses I just discussed are all active. Eng Chuan & Co. have been paying the rent to the plaintiffs since 1964. Prior to that the owner of the premises were as follows. In 1940, it was owned by Mr. Tan Chu Hean. My father rented it from him. Then it was sold to Chin Hwa Hin, provision dealer in 1948 or 1949. Then in 1964, the plaintiffs became the landlord. Eng Chuan & Co. is still paying the monthly P.U.B. charges (Witness shown a document) This is the latest P.U.B. bill. (Bill is marked and admitted - D1).

District and Magistrates' Courts Singapore

No. 6  
Notes of Evidence  
22nd February 1979

(continued)

10 Q. How many staff do you employ at 61 Chulia Street?

A. About 3.

Q. Why are you uncertain?

A. Because a clerk left. It is very hard to get a clerk.

Q. So now you have?

A. Yes.

30 Q. You and your staff are located at the rear of the ground floor?

A. No. We occupy the whole building.

Q. Where is your office?

A. From the centre part and to the rear and the 2 floors.

Q. The foot of the ground floor is occupied by Optical Co.?

A. Yes. Only part of the foot part.

Q. The whole of the 1st floor is empty?

40 A. No. I have my things there.

Q. What sort of things?

District and Magistrates' Courts Singapore

No. 6  
Notes of Evidence  
22nd February 1979

(continued)

- A. My furniture, my office desk, air-condition, my account books. My father's account books are all upstairs.
- Q. Do you agree that it is used as an attic for storage old furniture and old things?
- A. No. They are all new furniture. We just bought them last year.
- Q. There is no staff on the 1st floor?
- A. The staff goes up to get things. If there is work they are upstairs. If there is no work, they are downstairs. 10
- Q. The 2nd floor is completely empty?
- A. The same things are there.
- Q. There is no staff on the 2nd floor?
- A. When they need the things, then they go up.
- Q. Chua Travel Service used to be at the rear of the ground floor?
- A. Yes.
- Q. How many rooms were they occupying?
- A. One very small room. 20
- Q. What is it used for now?
- A. It is used by my clerk to do account and posting.
- Q. Do you not agree that there is more than sufficient space for you and your staff on the ground floor?
- A. That is a way of life and since Japanese time. We were there until now.
- Q. When did your uncle Lee Siew Pan remove from the partnership?
- A. 1951 or 1954.
- Q. It is 1954? 30
- A. I think so.
- Q. When did he die?
- A. He is ailing but alive.
- Q. He is not doing any business?



- A. He is ailing and cannot do business.
- Q. You have been running the business since 1955?
- A. No, with my brothers.
- Q. Eng Chuan & Co. has been paying the rent?
- A. Yes.
- Q. It was paid at times in cheques of Eng Chuan & Co.?
- A. No. Sometimes we use the cheque of Eng Chuan Rubber Millers
- 10 Q. Put: If the rents were paid by cheques it was by Eng Chuan & Co.?
- A. No. Eng Chuan & Co. was forced to close. Most of the cheques were paid by the company.
- Q. This was after 1971?
- A. No, even before that.
- Q. The companies must have these sign boards there?
- A. Eng Chuan & Co.'s signboard is still the licence of the other company are hung up in the office. Chinese believe in only one signboard
- 20 Q. You have signboards of the other company in your office?
- A. Yes.

Rexn:

Nil.

Witness stands down

Intld. S.K.K.

Case for the defence.

Mr. Hilborne:

30 I read the Statement of Claim. What is the basics of the claim? It is not clear to me. One has to infer that the real ground is incorporated in para 2 of Statement of Claim by process of elimination. Para 2 consist of 2 sentences. The 1st contains are admitted fact. The tenancy commences as long ago as 1940. The first registration of Eng Chuan & Co. was in 1947. The other sentence is that the said firm has not been registered with the Registry of Businesses. That is incorrect. But I think what my learned friend meant is that although it was registered it is no longer registered. This

District and  
Magistrates'  
Courts  
Singapore

No. 6  
Notes of  
Evidence  
22nd February  
1979

(continued)

District and  
Magistrates'  
Courts  
Singapore

Statement of Claim was made after receipt of P11 and before the reply of the Registry in AB12. My submission is not based at all on the inaccuracy of para 2. I take it that my learned friend's interest is that.

No. 6  
Notes of  
Evidence  
22nd February  
1979

Court to Mr. Singh:

Do you confirm that the observation made by Mr. Hilborne in respect of the 2nd sentence in para 2 of the Statement of Claim is correct.

(continued)

Mr. Singh:

Yes. I am applying for leave to amend.

10

Court grants application for short adjournment by Plaintiff Counsel.

Court resumes.

Mr. Singh:

I am applying to amend para 2 of the Statement of Claim by deleting the 2nd sentence and substituting therefore the following:

"The registration of the said firm with the Registry of Businesses was deleted in 1971."

Mr. Hilborne:

20

I have no objection.

Court grants leave to plaintiff counsel to amend. Plaintiff counsel undertake to file an amended Statement of Facts.

Mr. Hilborne:

Para 2 as amended cannot constitute give rise to a course of action. Registered or not is a matter between the owner of the business and the registration. It is no term of the tenancy that it is registered. There is no condition of the tenancy that business is to be carried on there. It is not a condition that a business will be carried on at all. If the business decides not to carry on business, it does not affect the tenancy. The registration is simply a record of the business there. So my 1st point is that that the Statement of Claim does not disclose any action. I invite your Honour to make a decision on that. If your Honour holds that there is no cause of action disclosed that the matter ends here.

30

Court to Mr. Hilborne:

I will want to hear the submission on the whole case before making any decision. Do continue with your submission.

40

Mr. Hilborne:

District and  
Magistrates'  
Courts  
Singapore

No. 6  
Notes of  
Evidence  
22nd February  
1979

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Assuming that there is a cause of action, the answer to it is this. Three of the partners of Eng Chuan & Co. are still carrying on business Mr. Lee Chay Tian has been there physically for 40 years and he is still there. He was a partner of Eng Chuan & Co. from 1951. In the material time, there has been our incorporation of 2 limited Co. The certificate of incorporation are exhibited in the office. 2 other companies were also formed. There has been diversification since 1951. It does not matter that the rent is not paid out of a bank account of Eng Chuan & Co. My firm from time to time change its constitution, either from sole proprietor to a partnership. The firm is only a pseudo-name of people. A change in constitution cannot give the landlord on ground to regain possession. The only ground is there is an unlawful subletting because of the change in the constitution of the firm. In that case there is an arrangement. In our case, the plaintiff

20

counsel is not pleading that there is a breach of condition of arrangement. So long as the firm is the same, there is no effect so long as there is no change in the firm. So long that they are partners of the firm, they can be there.

(continued)

D.W.1 stated that the bank account of Eng Chuan & Co. ceased to assist and the firm is no longer registered. But clearly the firm is still there in the shape of D.W.1. The sign-board is still there. The firm is still paying P.U.B. bills.

30

I would like to cite one case. I refer to Gian Singh & Co. v. Devraj Mahar & Ors. (1965) 2 M.L.J.12 (Defence counsel reads the judgment) In that case there was at least a sort of a claim as there was an allegation of an arrangement in breach of the covenant. Hence there is nothing of that sort. The mere taking in or discarding of partners does not constitute a change.

40

My third point is this. If it is alleged that there is no longer a firm of Eng Chuan & Co. because it has become de-registered, then the proper way to constitute the action is against the persons in possession as former partners of the company. What cannot be done is to use a Notice to Quit addressed to Eng Chuan & Co. and then come to the court that it does not exist. The way to do it is to serve the notice on the persons in possession. If the plaintiffs stand is that Eng Chuan & Co. has ceased to exist in 1971, then Eng Chuan & Co. cannot be named in the notice to quit and a party to be action.

50

In so far as the limited company are concerned they are not in possession. They are only held their registration office here. In respect of the Pontian

District and  
Magistrates'  
Courts  
Singapore

No. 6  
Notes of  
Evidence  
22nd February  
1979

(continued)

firm, it has no residence at all. Only D.W.2 conducted its business there. Eng Chuan is a store but also not in possession although it carries on business there.

Mr. Singh:

My first point is that the plaintiffs is not relying on the non-registration with the Registry of Business Name as a ground for possession.

The statics of 4, 5, 6th defendants is found in AB3, they are licensees of Eng Chuan & Co.

The ground of the plaintiffs claim is found in para 3 of the Statement of Claim. The tenancy was given to one man i.e. Lee Siew Pan. In Law, when a tenancy is given to a firm it is vested at a right in those person or those persons who at the time of the grant are the partners or proprietor of the firm. It follows that the sole tenant by question of law was Lee Siew Pan. Once the tenancy is given, the new partners is not vested with the tenancy unless by arrangement, renovation or estoppel. The mere fact that they have become partners by itself does not vest them with any tenancy right. Thus is a fundamental principle of law. I refer to Khalid v Thai Craft Ltd. (1966) 2 M.L.J. 112 and Chartered Bank (Malaya) v. Abu Bakar (1957) 23 M.L.J. 40.

10

20

Lee Siew Pan does not qualify as a statutory tenant under the Control of Rent Act (Cap.266). I refer to Tan Khoo Soei and Anor v. Ban Hin Lee Bank Ltd. (1964) 30 M.L.J. 71.

The tenant has severed his connection with the premises. Therefore there is no tenancy affecting the premises. Therefore the 4, 5 and 6th defendants are trespassers.

30

Looking at the Defence, the defendants are not alleging that they were tenants or licensees.

We do concede that Eng Chuan & Co. still exist because the partners are there. But we are saying that they are not entitled to be there as the tenant had abandoned the tenancy and the tenancy has been terminated. Lee Siew Pan is no longer connected with the place at all.

Court: Reserves judgment.

For judgment on 24th March 1979 at 9.30 a.m.

40

Sd: Soon Kim Kwee.

22/2/79

No. 7

FURTHER NOTES OF EVIDENCE  
DATED 24th MARCH 1979

District and  
Magistrates'  
Courts  
Singapore

Saturday 24th March 1979  
In Open Court  
Before me.

Sd: Soon Kim Kwee  
District Judge

No. 7  
Further  
Notes of  
Evidence  
24th March  
1979

DC.1577/77

10

FOURSEAS COMMUNICATIONS BANK LTD

AND

1. Eng Chuan & Co. (a firm)
4. Eng Chuan & Co. Pontian (sued as a firm)
5. Eng Chuan Singapore Ltd.
6. Eng Chuan Chan (sued as a firm)

(For judgment).

Mr. Kirpal Singh for plaintiffs.

Mr. Joethy for 1st, 4th, 5th and 6th defendants.

20

Court grants leave to plaintiff to amend statement of  
claim para 2 and 3 of the Statement of Claim.

For mention on 31st March 1979 at 9.30 a.m.

Sd: Soon Kim Kwee.

District and  
Magistrates'  
Courts  
Singapore

No. 8

FURTHER NOTES OF EVIDENCE  
DATED 31st MARCH 1979

No. 8  
Further  
Notes of  
Evidence  
31st March  
1979

Saturday 31st March 1979  
In Open Court  
Before me.

Sd: Soon Kim Kwee  
District Judge

For mention.

DC.1577/77

10

FOURSEAS COMMUNICATIONS BANK LTD.

AND

1. Eng Chuan & Co.
4. Eng Chuan & Co. Pontian
5. Eng Chuan Singapore Ltd.
6. Eng Chuan Chan

Mr. Kirpal Singh for plaintiffs.

Mr. Joethy for the defendants.

Court: Asks parties to submit written submission.

Defence counsel to submit by 14.4.79.

20

Plaintiff counsel to submit by 21.4.79.

Defence counsel to reply by 28.4.79.

For judgment on 12th May 1979 at 9.30 a.m.

/TVJ  
Checked by:

Sd: Soon Kim Kwee

No. 9

FURTHER NOTES OF EVIDENCE  
DATED 11th May 1979

District and  
Magistrates'  
Courts  
Singapore

Friday 11th May 1979  
In Open Court  
Before me.  
Sd: Soon Kim Kwee  
District Judge.

No. 9  
Further  
Notes of  
Evidence  
11th May 1979

10 For Judgment.  
(Partheard case from 22/2)

DC.1577/77

FOURSEAS COMMUNICATIONS BANK LTD.

AND

1. Eng Chuan & Company
4. Eng Chuan & Company Pontian
5. Eng Chuan Singapore Company
6. Eng Chuan Chan

Plaintiff counsel: Mr. Kirpal Singh  
Defence counsel: Mr. Joethy

20 Court: Judgment to the plaintiff as follows:-

- (1) Defendant to deliver possession of the premises to the plaintiff.
- (2) Mense profit at \$275 p.m. as from 1st November 1974.
- (3) Costs.

Plaintiff counsel: My client is prepared to allow the defendants till end of July to vacate.

Defence counsel: My client would need time to vacate. May it be stayed till end of the year.

30 Court: Mr. Singh: Would you client be prepared to allow the defendant to vacate within 4 weeks?

Mr. Singh: My client agrees.

Court: Possession to be delivered by the defendant on or before the 15th September 1979.

Sd: Soon Kim Kwee.

/TYJ  
Checked by:

District and  
Magistrates'  
Courts  
Singapore

No. 10

GROUNDS OF DECISION  
DATED 27th JULY 1979

No. 10  
Grounds of  
Decision  
27th July  
1979

SUBORDINATE COURTS  
SINGAPORE

District Court Appeal No. 36 of 1979

DC Summons No. 1577 of 1977

B E T W E E N

Four Seas Communications Bank Limited

Plaintiffs/  
Respondents

10

And

1. Eng Chuan & Co (a firm)
2. Eng Chuan & Co. Pontian (sued as a firm)
3. Eng Chuan Singapore Ltd.
4. Eng Chuan Chan (sued as a firm)

Defendants/  
Appellants

GROUNDS OF DECISION

The Plaintiffs' claim in this action was for the recovery of possession of premises known as No. 61, 61A and 61B, Chulia Street (hereinafter referred to as "the premises").

20

Evidence was adduced from one Eng Kwang Lin, Secretary of the Plaintiffs (P.W.2), that the Plaintiffs purchased the premises in 1964 subject to a tenancy. The premises consisted of a ground floor (No. 61), a first floor (No. 61A) and a second floor (No. 61B). The tenant of the whole building at the monthly rent of \$275 was a firm by the name of Eng Chuan & Co. The Plaintiffs ceased to collect rent since October 1974. A Notice to Quit (AB.1) was served on Eng Chuan & Co on 29th January 1976 at the premises.

30

One Tan Bee Geok, Executive Officer, Registry of Businesses (P.W.1) informed the Court that the firm of Eng Chuan & Co was registered with the Registry of Businesses on 6th June 1947. The registered address was 61 Chulia Street. It was registered as a sole-proprietorship in the name of one Lee Siew Pan. On 8th March 1951, five persons were added to the firm as partners. Lee Chay Tian was one of the five persons. On 14th January, 1954, three persons withdrew from the partnership. Lee Siew Pan was one of the three who withdrew. The remaining partners were Lee Chay Tian,

40



Lee Chay Kiat and Lee Chay Soon. On 11th January 1977, the partnership was struck off the Register of Business Names.

District and Magistrates' Courts Singapore

10 Lee Chay Tian was the only Defence witness. He said that Lee Siew Kow was his father and Lee Siew Pan was his uncle. In 1946 or 1947, Lee Siew Pan became the tenant of the premises under the name of Eng Chuan & Co. However, Lee Siew Pan was only a figurehead as it was D.W.1's father that was the "main man". In 1951, when Lee Siew Kow died, D.W.1 and four others became partners of the firm and he had been carrying on business there ever since. As the years past, a number of other firms were set up by the partners. D.W.1 said that the 2nd Defendant Co was registered in Pontian and was managed by him from the premises. The 3rd Defendant Co, which was a company incorporated in Singapore, had its registered address at the premises. As for the 4th Defendant Co, it was a firm which was also managed from the premises. He said that all these firms and companies are still active.

No. 10  
Grounds of  
Decision  
27th July  
1979

(continued)

20 At the close of the case, I examined the evidence carefully. It was not in dispute that in 1946, a tenancy of the premises was created by its then landlord in favour of the firm of Eng Chuan & Co. It was also undisputed that at that time, the latter was a sole-proprietorship in the name of one Lee Siew Pan. Who was vested with the tenancy? In the case of Chartered Bank Trustee Ltd. v Abu Bakar (1940) MLJ 40, it was held that a tenancy to a firm is vested in the persons who were partners at the time the tenancy was created. Applying this principle of law to our case, the tenancy given to Eng Chuan & Co was vested on Lee Siew Pan. As such, D.W.1 and the other persons who were subsequently taken into the firm as partners were not vested with the tenancy and that the tenancy remained vested in Lee Siew Pan until its termination. At best, the partners of Eng Chuan & Co (i.e. the 1st Defendants) and the other Defendants occupied the premises as licensees of Lee Siew Pan.

30 40 The next issue for consideration was whether the notice to quit (AB 1) had the effect of terminating the tenancy vested in Lee Siew Pan. In Woodfall's landlord & Tenant, Vol. 1 (27th edition), it is stated as follows:-

50 "2012. Absent or deceased tenant.  
If the person on whom possession is legally vested as tenant does not personally occupy the premises, it seems that a person whom the tenant leaves in physical possession to manage and control the premises may be deemed his agent for receiving service of a notice to quit."

District and  
Magistrates'  
Courts  
Singapore

No. 10  
Grounds of  
Decision  
27th July  
1979

(continued)

In our case, Lee Siew Pan had ceased to occupy the premises himself since he ceased to be a partner of Eng Chuan & Co. He then allowed the 1st Defendants to be in physical possession of the premises to manage and control it. In these circumstances, the service of the notice to quit at the premises on the 1st Defendants was a valid service.

It was contended on behalf of the Defendants that the Plaintiffs had accepted the Defendants as tenants as they had openly occupied the premises. In my view, this argument had no merit.

10

It was also asserted by the 1st Defendants that by virtue of their occupation of the premises for the last 38 years, they are protected by the Control of Rent Act (Cap 266). Mere occupation for a long period per se does not entitle the occupant protection under the said Act.

In the light of the above, my finding was that the tenancy had been effectively terminated by the Plaintiffs, and as such all the Defendants who had occupied the premises 20 as licensees of Lee Siew Pan became trespassers. As such the Court entered judgment in favour of the Plaintiffs against all the Defendants. The Defendants were ordered to deliver vacant possession of the premises to the Plaintiffs at \$275 per month as from 1st November 1974 and costs. A stay of execution was granted pending the outcome of the appeal by the Defendants against the judgment of the Court.

Dated this 27th day of July, 1979.

Sd: SOON KIM KWEE  
DISTRICT JUDGE

30

No. 11

District and  
Magistrates'  
Courts  
Singapore

FORMAL JUDGMENT  
DATED 11th MAY 1979

SUBORDINATE COURTS SINGAPORE

No. 11  
Formal  
Judgment  
11th May 1979

DC SUMMONS )  
NO 1577 of 1977)

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED                      Plaintiffs

And

10

1. ENG CHUAN & COMPANY (a firm)
2. EASTERN OPTICAL COMPANY PTE LTD
3. CHUA'S TRAVEL SERVICE (sued as a firm)
4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
5. ENG CHUAN SINGAPORE LIMITED
6. ENG CHUAN CHAN (sued as a firm)                      Defendants

J U D G M E N T

THIS 11TH DAY OF MAY 1979

20

Upon this Action coming on for hearing before His Honour Mr Adrian Soon on the 22nd day of February 1979 and the 24th day of March 1979 and this day

IT IS THIS DAY ADJUDGED that there be Judgment for Plaintiffs against the 1st, 4th, 5th and 6th Defendants for possession of the premises known as No 61, 61A and 61B Chulia Street Singapore

AND IT IS ORDERED that the said Defendants do quit and deliver up vacant possession of the premises to the Plaintiffs on or before the 15th September 1979

30

And the Defendants do pay the Plaintiffs mesne profits at \$275.00 per month as from 1st November 1974 to date of delivery up of vacant possession as aforesaid

And \$630.00 costs of this Action.

DATED this 30th day of May 1979.

BY REGISTRAR

Entered this 1st day of June 1979 in Vol 121 Page 115

I N D O R S E M E N T

If you the within-named 1st, 4th, 5th & 6th defendants neglect to obey this Judgment (or order) by the time therein limited you will be liable to process of execution for the purpose of compelling you to obey the same.

District and  
Magistrates'  
Courts  
Singapore

NOTE OF COSTS

No. 11  
Formal  
Judgment  
11th May 1979  
(continued)

DC Summons .....	50.00
Praeipce for service .....	6.00
Instanter Subpoena on ROB .....	2.00
Attendance fee on ROB .....	25.00
Instanter Subpoena on NRIC .....	2.00
Attendance fee on NRIC .....	25.00
Suing fee .....	100.00
Advocacy fee .....	400.00
Judgment .....	20.00
	<hr/>
	5630.00
	<hr/>

10

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 12

CERTIFICATE FOR SECURITY FOR COSTS  
DATED 22nd MAY 1979

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

District Court  
Civil Appeal No. 36  
of 1979

No. 12  
Certificate  
for Security  
for Costs  
22nd May 1979

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)  
 2. ~~EASTERN OPTICAL COMPANY PTE. LTD.~~  
 Intl. 3. ~~CHUA'S TRAVEL SERVICE (sued as a firm)~~  
 4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)  
 5. ENG CHUAN SINGAPORE LIMITED  
 6. ENG CHUAN CHAN (sued as a firm)

20

Appellants

And

FOUR SEAS COMMUNICATIONS BANK LIMITED  
Respondents

In the Matter of D.C. Summons No. 1577 of 1977

30

FOUR SEAS COMMUNICATION BANK LIMITED Plaintiffs

And

1. ENG CHUAN & COMPANY (a firm)  
 2. ~~EASTERN OPTICAL COMPANY PTE. LTD.~~  
 Intl. 3. ~~CHUA'S TRAVEL SERVICE (sued as a firm)~~  
 4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)  
 5. ENG CHUAN SINGAPORE LIMITED  
 6. ENG CHUAN CHAN (sued as a firm) Defendants

CERTIFICATE FOR SECURITY FOR COSTS

This is to certify that the abovenamed 1st, 4th 5th and 6th Appellants have deposited the sum of \$250.00 by way of security for the Respondents' costs of the appeal with the Accountant-General.

Dated the 22nd day of May 1979

Sd: Registrar

In the High Court of the Republic of Singapore District Court Appeal No. 36

No. 12 Certificate for Security for Costs 22nd May 1979 (continued)

No. 13

NOTICE OF APPEAL  
DATED 22nd MAY 1979

No. 13 Notice of Appeal 22nd May 1979

10

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 36 of 1979

B E T W E E N

- 1. ENG CHUAN & COMPANY (a firm)
- Intl. 2. ~~EASTERN OPTICAL COMPANY PTE. LTD.~~
- 3. ~~CHUA'S TRAVEL SERVICE (sued as a firm)~~
- 4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
- 5. ENG CHUAN SINGAPORE LIMITED
- 6. ENG CHUAN CHAN (sued as a firm)

Appellants

20

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

In the Matter of D.C. Summons No. 1577 of 1977

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED

And

- 1. ENG CHUAN & COMPANY (a firm)
- Intl. 2. ~~EASTERN OPTICAL COMPANY PTE. LTD.~~
- 3. ~~CHUA'S TRAVEL SERVICE (sued as a firm)~~
- 4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
- 5. ENG CHUAN SINGAPORE LIMITED
- 6. ENG CHUAN CHAN (sued as a firm)

Defendants

30

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

NOTICE OF APPEAL

Take Notice that the 1st, 4th, 5th and 6th Appellants being dissatisfied with the decision of his Honour Mr. Adrian Soon given at Singapore on the 11th day of May 1979 appeal to the High Court against the whole of the said decision.

Dated the 22nd day of May 1979.

No. 13  
Notice of  
Appeal  
22nd May 1979

Sd:

Solicitors for the 1st, 4th, 5th  
and 6th Appellants

10

(continued)

To the Registrar  
Subordinate Courts  
Singapore.

And To:-

The abovenamed Respondents  
and their Solicitors  
Ms. Kirpal Singh & Co.,  
Singapore.

The address for service of the 1st, 4th, 5th  
and 6th Appellants is care of  
Ms. Joethy & Co. of 6-A Raffles Place  
Singapore, 1.

20

No. 14

PETITION OF APPEAL  
DATED 18th AUGUST 1979

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No.36

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO. 36 of 1979

B E T W E E N

No. 14  
Petition  
of Appeal  
18th August  
1979

- 10
1. ENG CHUAN & COMPANY (a firm)
  2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
  3. ENG CHUAN SINGAPORE LIMITED
  4. ENG CHUAN CHAN Appellants

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

In the Matter of D.C. Summons No. 1577 of 1977

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Plaintiffs

And

- 20
1. ENG CHUAN & COMPANY (a firm)
  2. EASTERN OPTICAL COMPANY PTE. LTD.
  3. CHUA'S TRAVEL SERVICE
  4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
  5. ENG CHUAN SINGAPORE LIMITED
  6. ENG CHUAN CHAN (sued as a firm) Defendants

PETITION OF APPEAL

To the Honourable the Judges of the Supreme Court

The Petition of the abovenamed Appellants showeth  
as follows:

1. The appeal arises from a claim by the Respondents  
for the following relief

30

(i) Judgment against the Appellants for the  
recovery of possession of the premises known  
as Nos. 61, 61A and 61B Chulia Street,  
Singapore

(ii) An order requiring the Appellants and any others  
in occupation to quit and deliver up vacant  
possession of the said premises to the  
Respondents

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

(iii) Damages

(iv) Costs

2. The Respondents contended that the Appellants were unlawfully in possession of the said premises.

3. By a judgment given on the 30th May 1979 by His Honour Mr. Adrian Soon it was ordered that

No. 14  
Petition  
of Appeal  
18th August  
1979

(i) there be judgment for the Respondents against the Appellants for possession of the premises known as Nos. 61, 61A and 61B Chulia Street, Singapore.

10

(continued)

(ii) the Appellants do quit and deliver up vacant possession of the said premises to the Respondents on or before the 15th September 1979

(iii) the Appellants do pay the Respondents mesne profits at \$275.00 per month as from 1st November 1974 to the date of delivery up of vacant possession as aforesaid

(iv) the Appellants pay the Respondents costs of the action at \$630.00

4. Your Petitioners are dissatisfied with the said judgment on the following grounds 20

(i) The Learned trial Judge erred in failing to hold that the Appellants had a good defence to the action

(ii) The Learned trial Judge erred in holding that the tenancy given by the Respondents' predecessors in title to Eng Chuan & Co was a tenancy in favour of one Lee Siew Pan only

(iii) The Learned trial Judge erred in law in holding that a tenancy to a firm or a business is vested in the person who is the sole proprietor or as the case may be the persons who were the partners at the time the tenancy was created in all circumstances 30

(iv) The Learned trial Judge erred in law in holding that the notice to quit dated the 29th January 1976 and addressed to Eng Chuan & Co terminated the tenancy in the name of Eng Chuan & Co.

(v) The Learned trial Judge erred in fact and/or in law in rejecting the defence of the Appellants with regard to the creation of a tenancy by estoppel in favour of the Appellants 40



(vi) The Learned trial Judge erred in holding that the Appellants were not entitled to the protection of the Control of Rent Act (Cap.266)

(vii) The Learned trial Judge erred in holding that the Appellants were unlawfully in possession of the said premises.

5. Your Petitioners pray that the said judgment may be varied, reversed or set aside and for such further or other relief as to this Honourable Court may seem fit.

10

Dated the 18th day of August 1979.

Sd. Karthigesu & Arul  
SOLICITORS FOR THE APPELLANTS

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 14  
Petition  
of Appeal  
18th August  
1979

(continued)

No. 15

NOTES OF ARGUMENTS  
DATED 11th JANUARY 1980

No. 15  
Notes of  
Arguments  
11th January  
1980

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

District Court Appeal No. 36 of 1979

B E T W E E N

20

1. ENG CHUAN & CO. (a firm)
  2. ENG CHUAN & CO PONTIAN (sued as a firm)
  3. ENG CHUAN SINGAPORE LTD
  4. ENG CHUAN CHAN (sued as a firm)
- Appellants

And

FOUR SEAS COMMUNICATIONS BANK LTD Respondents

L.A.J. Smith for Appellants  
Kirpal Singh for Respondents

Friday, 11th January 1980

Coram: D'Cotta J

Notes of Arguments

30

Smith: South Union Co.Ltd v Seng Hin Ltd  
1973 1 M.L.J. p.39;

Grounds of Decision p.55 incorrect; rent paid  
in name of company; partners entitled to  
tenancy.

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 15  
Notes of  
Arguments  
11th January  
1980  
(continued)

**Kirpal Singh:**

Tenancy vests in the person who is a proprietor or a partner at the time of the creation of the tenancy; No estoppel can arise without knowledge of landlord;  
Gian Singh & Co v Devraj Nahar & ors  
1965 2 M.L.J. p.12

Estoppel must be expressly pleaded -

1. Estoppel cannot arise if plaintiffs unaware of changes of partnership;
2. Plaintiffs not aware till proceedings commenced;
3. No representation that plaintiffs accepted defendants as tenants;
4. Siew Pan must transfer tenancy.

10

**Smith:** Persons paying rent entitled to tenancy.

by me: D.C. D'Cotta

Ct: Judgment reserved

by me: D.C. D'Cotta

Note: Judgment delivered on 31.1.80

20

JUDGMENT OF MR JUSTICE D'COTTA  
DATED 31st JANUARY 1980

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

District Court Appeal  
No. 36 of 1979

No.16  
Judgment of  
Mr Justice  
D'Cotta  
31st January  
1980

B E T W E E N

- 10
1. ENG CHUAN & COMPANY (a firm)
  2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
  3. ENG CHUAN SINGAPORE LTD
  4. ENG CHUAN CHAN
- Appellants

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

(In the Matter of District Court Summons  
No. 1577 of 1977)

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Plaintiffs

And

- 20
1. ENG CHUAN & COMPANY (a firm)
  2. EASTERN OPTICAL COMPANY PTE Ltd
  3. CHUA'S TRAVEL SERVICE (sued as a firm)
  4. ENG CHUAN & COMPANY PONTIAN
  5. ENG CHUAN SINGAPORE LTD
  6. ENG CHUAN CHAN (sued as a firm)
- Defendants

L.A.J. Smith for the Appellants  
Kirpal Singh for the Respondents Coram: D'Cotta

JUDGMENT

30

This is an appeal against the judgment of the District Judge granting possession of premises known as Nos 61, 61A and 61B Chulia Street, Singapore to the Respondents, Four Seas Communications Bank Limited (hereinafter called "the Bank").

The business of the Appellants known as Eng Chuan & Company (hereinafter called "the Company") was first registered with the Registry of Business Names on the 6th June 1947 as a sole-proprietorship in the name of Lee Siew Pan.

On the 8th March 1951 five persons were added to

In the High Court of the Republic of Singapore District Court Appeal No. 36

No. 16  
Judgment of  
Mr Justice  
D'Cotta  
31st January  
1980

(continued)

the firm as partners of whom Lee Chay Tian was one. On the 14th January 1954, three persons withdrew from the partnership including Lee Siew Pan leaving three remaining partners, namely Lee Chay Tian, Lee Chay Kiat and Lee Chay Soon. The Bank purchased the premises in 1964 subject to the tenancy of the Company. The premises consisted of a ground floor No. 61, first floor No. 61A and second floor No. 61B. The tenant of the whole building paid a monthly rent of \$275. The Bank ceased to collect rents since October 1974; a Notice to Quit was served on the Company on the 29th January 1976.

10

Proceedings were instituted in April 1977 for the recovery of possession of the said premises and judgment was given to the Bank against which judgment the Company now appeals.

At the hearing before the learned District Judge, evidence was given by Eng Kwang Lin (P.W.2) Secretary of the Bank. In his evidence, inter alia, he said that the premises were purchased by the Bank subject to a tenancy in the name of the Company. The rents were paid by the Company and receipts were issued in their name. The last rent accepted by the Bank was in October 1974. After the last payment, the Bank made enquiries as to the whereabouts of Lee Siew Pan and were unable to trace him. Under cross-examination this is what Eng Kwang Lin had to say and I quote:-

20

"Q. How long have you been Secretary?

A. Some time in 1963.

Q. That was year before your bank purchased the premises?

30

A. Yes.

Q. Did the bank to your knowledge between 64-74 make a search at the Registry of Businesses?

A. We only made a search after the rent stop.

Q. Effectively your answers is that no search was made between 1964 - 1974.

A. That is correct.

Q. If a search was made, it would be made through your department

A. Probably so

40

Q. Is it not a fact that as far as the bank was concerned, the tenant was Eng Chuan & Co?

A. Yes.

- Q. It was already a firm because of its name?
- A. Yes.
- Q. Your bank was not the slightest concern if the firm concerned of 2, 3, 4, 5 or 6 partners.
- A. At that time we were not concerned.
- Q. Look at AB3. Look at para 3. Was a copy of that letter sent to you
- A. No.
- Q. When did you first see it.
- A. Today
- Q. Do you not understand from that letter that the two firms and 2 companies were occupying the premises.
- A. Yes
- Q. What comments do you have to make on that?
- A. None
- Q. As secretary, have you ever have a clear ground on what you are claiming possession
- A. We have the intention of rebuilding
- Q. When did the bank form that intention
- A. As far back as the time when the government announced it was with the Golden Shoe area.
- Q. Can you give a date?
- A. No
- Q. It was in the early seventies?
- A. Could be."

Learned counsel for the Company's main contention was that as the rent was paid in the name of the Company and receipts given in their name they were entitled to the tenancy.

Counsel for the Bank however was of the view that the tenancy vested in the person or persons who was a proprietor or a partner at the time of the creation of the tenancy and that the transfer or assignment of such tenancy should be in writing so as to comply with the requirements of section 53 of the Conveyancing and Law

In the High Court of the Republic of Singapore District Court Appeal No. 36

No. 16 Judgment of Mr Justice D'Cotta 31st January 1980

(continued)

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In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 16  
Judgment of  
Mr Justice  
D'Cotta  
31st January  
1980

(continued)

or Property Act, Cap. 268 which reads as follows:-

"53.-(1) A conveyance of any estate or interest in land other than a lease for a period not exceeding three years at a rack rent shall be void at law unless it is by deed in the English language."

Lee Chay Tian gave evidence on behalf of the Company to the effect that the Company was more or less a family concern. He was a nephew of Lee Siew Pan who had obtained the original tenancy from the previous owners. He became a partner of the Company as far back as March 1951. In fact Lee Siew Pan had withdrawn from the partnership. He was still alive but ailing. The Company has been carrying on business at these premises for the last 40 years.

10

From the facts I found that the Bank purchased the property in 1964 subject to the tenancy of the Company whose firm at the relevant time comprised a partnership of three persons, namely Lee Chay Tian, Lee Chay Kiat and Lee Chay Soon. Lee Siew Pan who had originally been granted the tenancy presumably by the previous owners had withdrawn from the partnership. The Bank admitted that their tenants were the Company and Eng Kwang Lin (P.W.2) when cross-examined said that the Bank was not concerned if the partnership comprised 2, 3, 4, 5 or 6 persons. As far as they were concerned, their tenant was the Company to whom they looked for payment of the rents. The cheques for the rents tendered by the Company were received by the Bank as rents tendered by the Company.

20

30

The position quite obviously is this and I so find from the examination and cross-examination of P.W.2 the Bank's Secretary; Initially the Bank was quite prepared to accept the Company as their tenants irrespective of the composition of the Company and this they did up till 1975 and it is only at this stage that they had considered rebuilding the premises as P.W.2 had admitted under cross-examination, and now they come to realise that the original tenancy was vested in Lee Siew Pan. The attitude of the Bank has been such that they did not care or did not even trouble to know who the actual tenant was so long as someone paid the rent. It appears to me that it only dawned on the Bank to seek legal advice in 1975 when they wanted to rebuild, whereas if they had been sufficiently diligent they would have made the necessary enquiries when they purchased the premises in 1964. This cannot be held against the Company.

40

In this connection I would like to refer to the judgment of Lord Campbell in *Croft v Lumley* 6 H.L.C. 672 as follows:-

50

"There is an established maxim of law that, where money is paid, it is to be applied according to the expressed will of the payer, not of the receiver. If the party to whom the money is offered does not agree to apply it according to the expressed will of the party offering it, he must refuse it, and stand upon the rights which the law gives him. We see no reason why this maxim should not be applied to the transaction in question."

10

Winslow J in South Union Co Ltd v Seng Hin Ltd. 1973 1 M.L.J. 39 held that where money is paid it is to be applied according to the expressed will of the payer and not of the receiver. The judgment of Winslow J was upheld by the Court of Appeal. In my judgment I find that the Bank accepted the Company as their tenants.

In conclusion I find it difficult to accept the submission of counsel for the Bank when he described the Company as trespassers. In the circumstances I allow the appeal with costs.

20

D.C. D'Cotta  
JUDGE

31st January, 1980

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 16  
Judgment of  
Mr Justice  
D'Cotta  
31st January  
1980

(continued)

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 17

FORMAL ORDER OF COURT  
DATED 31st JANUARY 1980

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

DISTRICT COURT )  
APPEAL NO 36 of 1979)

No. 17  
Formal Order  
of Court  
31st January  
1980

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
  2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
  3. ENG CHUAN SINGAPORE LTD.
  4. ENG CHUAN CHAN (sued as a firm) Appellants
- 10

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

(IN THE MATTER OF DISTRICT COURT SUMMONS NO 1577 of 1977

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Plaintiffs

And

1. ENG CHUAN & COMPANY (a firm)
  2. EASTERN OPTICAL COMPANY PTE LTD
  3. CHUA'S TRAVEL SERVICE (sued as a firm)
  4. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
  5. ENG CHUAN SINGAPORE LTD
  6. ENG CHUAN CHAN (sued as a firm) Defendants )
- 20

ORDER OF COURT

BEFORE THE HONOURABLE MR JUSTICE D'COTTA IN OPEN COURT

THE 31ST DAY OF JANUARY 1980

THIS APPEAL coming on for hearing on the 11th day of January, 1980 in the presence of Counsel for the Appellants and for the Respondents And Upon Reading the Record of Appeal And Upon Hearing Counsel as aforesaid

30

IT WAS ORDERED THAT this Appeal should stand for judgment and the same standing for judgment this day in the presence of Counsel for the Appellants and for the Respondents IT IS ORDERED THAT:-

1. This Appeal BE ALLOWED with costs.



2. The sum of \$250.00 deposited with the Accountant-General by way of security for the Respondents' costs of the Appeal be paid out to the Appellants or their Solicitor, M/s. L.A.J. Smith.

DATED this 12th day of February 1980.

Sd: Tan Seck Lam  
ASST. REGISTRAR

Filed by M/s L A J Smith on 12.2.80

In the  
High Court  
of the  
Republic of  
Singapore  
District  
Court Appeal  
No. 36

No. 17  
Formal Order  
of Court  
31st January  
1980

(continued)

No. 18

NOTICE OF APPEAL  
DATED 6th FEBRUARY 1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO 4 of 1980

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Appellants

And

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
- 20 4. ENG CHUAN CHAN (sued as a firm) Respondents

(In the Matter of District Court Appeal No 36 of 1979)

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Appellants

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

NOTICE OF APPEAL

30 TAKE NOTICE that the Four Seas Communications Bank Limited, the Appellants being dissatisfied with the decision of the Honourable Mr. Justice D C D'Cotta given at the High Court on the 31st day of January 1980 appeal

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

No. 18  
Notice of  
Appeal  
6th February  
1980

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

to the Court of Appeal against the whole of the said  
decision.

DATED this 6th day of February 1980.

Sd: KIRPAL SINGH & CO.  
SOLICITORS FOR THE APPELLANTS

To:

No. 18  
Notice of  
Appeal  
6th February  
1980

The Registrar  
Supreme Court  
Singapore

and to:

10

(continued)

L.A.J. SMITH  
Solicitors for the Respondents

The address for service of the Appellants is Messrs  
Kirpal Singh & Company, Suite 3004, 30th Floor, OCBC  
Centre Chulia Street, Singapore.

No. 19  
Certificate  
for Security  
for Costs  
6th February  
1980

No. 19  
CERTIFICATE FOR SECURITY FOR COSTS  
DATED 6th FEBRUARY 1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO. 4 OF 1980

20

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Appellants

And

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Respondents

(In the Matter of District Court Appeal No. 36 of 1979)

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Appellants

30

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

CERTIFICATE FOR SECURITY FOR COSTS

This is to certify that Four Seas Communications

Bank Limited, the abovenamed Appellants have deposited the sum of Dollars Five Hundred (\$500.00) by way of security for the Respondents' costs of the Appeal with the Accountant-General.

DATED the 6th day of February 1980

Sd: Illegible  
REGISTRAR

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

No. 19  
Certificate  
for Security  
for Costs  
6th February  
1980

(continued)

No. 20  
Petition of  
Appeal  
25th February  
1980

No. 20  
PETITION OF APPEAL  
DATED 25th FEBRUARY 1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO 4 OF 1980

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED Appellants

And

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Respondents

In the Matter of D.C. Appeal No 36 of 1979

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Appellants

And

FOUR SEAS COMMUNICATIONS BANK LIMITED Respondents

PETITION OF APPEAL

TO THE HONOURABLE THE JUDGES OF THE COURT OF APPEAL

The Petition of the abovenamed Appellants showeth:

1. The appeal arises from a claim by the Appellants against Respondents for possession of the premises known as Nos 61, 61A & 61B Chulia Street Singapore.

In the Court of Appeal of the Republic of Singapore Civil Appeal No. 4 of 1980

No. 20  
Petition of Appeal  
25th February  
1980

(continued)

2. The claim for possession of the Appellants was heard in the Subordinate Courts and on the 11th day of May 1979 judgment for possession was given. The Respondents herein then appealed to the High Court against the said judgment.

3. The said Appeal was heard on 11th January 1980 and thereafter by Order dated 31st January 1980 the Respondents' Appeal was allowed with costs.

4. Your Petitioners are dissatisfied with the said Order on the following grounds:

- a) The learned Judge erred in fact and in law in failing to note that the defendants had not pleaded estoppel in their defence and that neither was a submission based on estoppel made before the learned District Judge who accordingly had not been required to nor had considered a defence of estoppel. 10
- b) The learned Judge erred in law in failing to note, and so to rule, that as estoppel was neither pleaded nor argued at the trial, it was not open to the defendants to argue the appeal based on estoppel. 20
- c) The learned Judge erred in law in basing his decision on the judgment of Lord Campbell in CROFT v LUMLEY 6 HLC 672 and on the judgment of Winslow J in SOUTH UNION CO LTD v SENG HIN LTD (1973) 1 MLJ 39 which are both decisions dealing with the law of forfeiture and of estoppel.
- d) The learned Judge erred in law in failing to note that as the appellants were never at any time aware that there was a change in the partnership of the defendant firm of Eng Chuan Co estoppel could not arise and further erred in law in holding that there was a burden on the Appellants to make enquiries as to a change in the composition of the firm of Eng Chuan & Co. 30

5. Your Petitioners pray that such Order may be reversed and the learned Trial Judge's Judgment restored.

DATED the 25th day of February 1980.

Sd: Kirpal Singh & Co.  
SOLICITORS FOR THE APPELLANTS 40

To: The abovenamed Respondents and  
their solicitors  
M/s L A J Smith  
18-H Battery Road  
Singapore.

Filed by M/s Kirpal Singh & Co on 25th Feb 1980

No. 21

JUDGMENT  
DATED 4th JULY 1980

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

Civil Appeal No. 4 of 1980

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED                      Appellants

And

- 10      1.    ENG CHUAN & COMPANY (a firm)  
         2.    ENG CHUAN & COMPANY PONTIAN (sued as a firm)  
         3.    ENG CHUAN SINGAPORE LIMITED  
         4.    ENG CHUAN CHAN (sued as a firm)                      Respondents

(In the Matter of District Court Appeal No. 36 of 1979)

B E T W E E N

1.    ENG CHUAN & COMPANY (a firm)  
2.    ENG CHUAN & COMPANY PONTIAN (sued as a firm)  
3.    ENG CHUAN SINGAPORE LIMITED  
4.    ENG CHUAN CHAN (sued as a firm)                      Appellants

And

20      FOUR SEAS COMMUNICATIONS BANK LIMITED                      Respondents

Coram: Kulasekaram J.  
         Chua J.  
         A.P. Rajah J.

JUDGMENT

This is an appeal against the judgment of D'Cotta J. wherein he allowed the appeal of the Appellants in District Court Appeal No. 36 of 1979, the Defendants in D.C. Summons No. 1577 of 1977.

30      In the D.C. Summons the Plaintiffs therein (Appellants in this Appeal) as owners of the rent-controlled premises known as 61, 61A and 61B Chulia Street, Singapore (the premises), claimed recovery of possession of same from the Defendants (Respondents in this Appeal), having bought the premises in 1964 subject to the existing tenancy of Eng Chuan & Company.

The premises had, sometime in 1946 or 1947, been let by the then owners to the firm of Eng Chuan & Company, a sole proprietorship. The tenancy was taken in the name of the firm. At the time of the letting one Lee Siew Pan

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No.4 of  
1980

No. 21  
Judgment  
4th July 1980

(continued)

was the sole proprietor of the firm. In March 1951 four other persons were added as partners. In January 1954, the said Lee Siew Pan and two others withdrew from the partnership. The three remaining partners continued operating the firm until January 1977 when the partnership was struck off the Register of Business Names. However, the Defendants continued to occupy the premises.

By a notice to quit dated 29th January 1976, and served at the premises the tenancy was terminated on the 29th February 1976. The Plaintiffs claimed that the Defendants as from 1st March 1976 were trespassers and asked for judgment against them for recovery of the premises. The Defendants did not dispute ownership of the premises by the Plaintiffs but said that they were not trespassers. They admitted service of the Notice to Quit but denied that the tenancy had been terminated, as claimed, on 29th February 1976.

10

Defendants contended that (1) the Plaintiffs had accepted them as tenants as they had openly occupied the premises and (2) continued occupation by the firm of the premises for the past 38 years gave them protection under the Control of Rent Act (Cap. 266).

20

The learned District Judge rejected these contentions and held (1) that the tenancy taken in the name of the firm of Eng Chuan & Co. was vested in Lee Siew Pan, (2) that, at best, the partners of Eng Chuan & Co. were licensees of Lee Siew Pan, (3) that the service of the Notice to Quit at the premises was valid service and (4) that the Defendants who had occupied the premises as licensees of Lee Siew Pan had become trespassers as from 1st March 1976. Having so held he entered judgment for the Plaintiffs against all the Defendants and the latter were ordered to deliver vacant possession of the premises to the Plaintiffs on or before the 15th September 1979.

30

Against this judgment the Defendants appealed to the High Court in D.C. Appeal No. 36 of 1979 on the following grounds:-

(1) That the learned trial Judge erred in law in holding that a tenancy in the name of a partnership firm is vested in the person who is the sole proprietor or the partners at the time the tenancy was created.

40

(2) That the learned trial Judge erred in law in holding that the Notice to Quit terminated the tenancy in the name of Eng Chuan & Co.

(3) That the learned trial Judge erred in fact and/or in law in rejecting the defence of the Appellants (Defendants in the D.C. Summons) with regard to the creation of a tenancy by estoppel in favour of the Appellants (In their Defence the Defendants had not

50

pleaded estoppel).

(4) The learned trial Judge erred in holding that the Appellants were unlawfully in possession of the said premises and

(5) The learned trial Judge erred in holding that the Appellants were not entitled to the protection of the Control of Rent Ordinance.

10 On the appeal in the High Court before D'Cotta J., Mr. Smith for the Defendants (Appellants) contended that as the rents were paid and receipts given in the name of the firm the partners of the firm were entitled to tenancy and cited South Union Co. Ltd. v. Song Hin Ltd. (1973) 1 M.L.J. 39. Mr. Kirpal Singh for the Respondent (Plaintiffs) contended that tenancy of the premises in this case vested in Lee Siew Pan, the sole proprietor of Eng Chuan & Co., at the time of the letting. Further, he contended that the defence of estoppel to be availed of by the Defendants should have been, which it was not in this case, expressly pleaded and in any event estoppel 20 could not arise without knowledge on the part of the landlord (which there was not).

30 The learned appeal Judge from the facts "found that the Bank purchased the property in 1964 subject to the tenancy of the Company whose firm at the relevant time comprised a partnership of 3 persons namely Lee Chay Tian, Lee Chay Kiat and Lee Chay Soon." Further he found that "initially the Bank was quite prepared to accept the Company as their tenants irrespective of the composition of the Company and this they did up till 1975 ... The attitude of the Bank has been such that they did not care or did not even trouble to know who the actual tenant was so long as someone paid the rent. It appears to me that it only dawned on the Bank to seek legal advice in 1975 when they wanted to rebuild, whereas if they had been sufficiently diligent they would have made the necessary inquiries when they purchased the premises in 1964. This cannot be held against the Company." With respect, we cannot agree that the law casts any such duty or obligation on purchasers of 40 property.

Finally, he went on to say, "In my judgment I find the Bank accepted the Company as their tenants. In conclusion I find it difficult to accept the submission of counsel for the Bank when he described the Company as trespassers. In the circumstances I allow the appeal with costs."

50 There is no evidence that the Bank had entered into a new agreement creating a new tenancy in favour of Lee Chay Tian, Lee Chay Kiat and Lee Chay Soon. This being so, the only other way by which these three persons could have become the tenants of the Bank would have been by

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

No. 21  
Judgment  
4th July 1980  
(continued)

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

No. 21  
Judgment  
4th July 1980

(continued)

way of a tenancy by estoppel. The Defendants (the Respondents in this appeal) had not pleaded estoppel at the trial and as this defence was not available to them the learned appeal Judge misdirected himself when he dealt with the appeal as if such a plea had been expressly pleaded by the Respondents (Defendants).

We therefore cannot agree with the learned appeal Judge that the Bank had accepted the Company (meaning the three partners of Eng Chuan & Co. in 1964) as their tenants.

10

We allow the appeal with costs here and below. The judgment of the learned District Judge will be restored. Possession of 61, 61A and 61B Chulia Street to be given by the Defendants to the Plaintiff on or before 30th September, 1980.

Sgd: T. Kulasekaram  
JUDGE

Sgd: F. A. Chua  
JUDGE

Sgd: A. P. Rajah  
JUDGE

20

SINGAPORE,  
4th July 1980.

Certified True copy

Sd.  
Private Secretary to  
Judge Court No. 3  
Supreme Court, Singapore.

This is the exhibit marked "LCT-2"  
referred to in the Affidavit of  
LEE CHAY TIAN and sworn before  
me this day of September 1980  
Before me,

30

A Commissioner for Oaths



No. 22

FORMAL ORDER  
DATED 4th JULY 1980

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO 4 OF 1980

B E T W E E N

No. 22  
Formal Order  
4th July 1980

FOUR SEAS COMMUNICATIONS BANK LIMITED                      Appellants

And

- 10 1.    ENG CHUAN & CO (a firm)
- 2.    ENG CHUAN & CO PONTIAN (sued as a firm)
- 3.    ENG CHUAN SINGAPORE LIMITED
- 4.    ENG CHUAN CHAN (sued as a firm)                      Respondents

(In the Matter of District Court Appeal No 36 of 1979)

B E T W E E N

- 1.    ENG CHUAN & CO (a firm)
- 2.    ENG CHUAN & CO PONTIAN (sued as a firm)
- 3.    ENG CHUAN SINGAPORE LIMITED
- 4.    ENG CHUAN CHAN (sued as a firm)                      Appellants

And

20 FOUR SEAS COMMUNICATIONS BANK LIMITED                      Respondents

(In the Matter of DC Summons No 1577 of 1977)

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED                      Plaintiffs

And

- 1.    ENG CHUAN & CO (a firm)
- 2.    EASTERN OPTICAL COMPANY PRIVATE LIMITED
- 3.    CHUA'S TRAVEL SERVICE (sued as a firm)
- 4.    ENG CHUAN & COMPANY PONTIAN (sued as a firm)
- 5.    ENG CHUAN SINGAPORE LIMITED
- 30 6.    ENG CHUAN CHAN (sued as a firm)                      Defendants

O R D E R

CORAM: THE HONOURABLE MR JUSTICE KULASEKARAM  
THE HONOURABLE MR JUSTICE F A CHUA  
THE HONOURABLE MR A P RAJAH

IN OPEN COURT

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

THE 4TH DAY OF JULY 1980

The Appeal herein coming on for hearing on 15th May 1980 AND UPON READING the Record of Appeal AND UPON HEARING Counsel for the Appellants and the Respondents AND being stood over for Judgment.

THIS COURT DOTH ORDER that:-

No. 22  
Formal Order  
4th July 1980

(continued)

- i) This Appeal be and is allowed with costs here and below to be taxed and paid by the Respondents to the Appellants
- ii) The order of The Honourable Mr Justice D'Cotta dated the 31st day of January 1980 be and is hereby set aside 10
- iii) The Judgment of the District Judge Mr Adrian Soon dated the 11th day of May 1979 be and is hereby restored excepting that the Respondents do quit and deliver up vacant possession of the premises to the Appellants on or before 30th September 1980
- iv) the sum of \$500.00 paid into Court by the Appellants being security for costs of the appeal be paid out of Court to the Appellants' solicitors 20

Given under my hand and the seal of the Court this 4th day of July 1980.

Sgd: NG PENG HONG

ASST. REGISTRAR

No. 23

ORDER GRANTING LEAVE TO APPEAL TO  
JUDICIAL COMMITTEE  
DATED 13th OCTOBER 1980

In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

IN THE COURT OF APPEAL OF SINGAPORE

CIVIL APPEAL NO 4 of 1980

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED Appellants

AND

- 1. ENG CHUAN & COMPANY (a firm)
- 2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
- 3. ENG CHUAN SINGAPORE LIMITED
- 4. ENG CHUAN CHAN (sued as a firm) Respondents

(In the Matter of District Court Appeal No. 36 of 1979

B E T W E E M

- 1. ENG CHUAN & COMPANY (a firm)
- 2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
- 3. ENG CHUAN SINGAPORE LIMITED
- 4. ENG CHUAN CHAN (sued as a firm) Appellants

AND

FOUR SEAS COMMUNICATION BANK LIMITED Respondents )

CORAM: THE HONOURABLE THE CHIEF JUSTICE IN OPEN COURT  
THE HONOURABLE MR. JUSTICE CHUA  
THE HONOURABLE MR. JUSTICE CHOOR SINGH

ORDER OF COURT

UPON MOTION made unto the Court this day by Counsel for the Respondents/Applicants And Upon Reading the affidavit of Lee Chay Tian filed on the 13th day of September, 1980 And Upon Hearing Counsel for the Appellants and for the Respondents IT IS ORDERED that :

The Respondents/Applicants be at liberty to appeal to the Judicial Committee from the whole of the judgment of the Court of Appeal dated the 4th day of July, 1980

Dated this 13th day of October, 1980

Sd: ASST. REGISTRAR

No. 23  
Order  
granting  
leave to  
Appeal to  
Judicial  
Committee  
13th October  
1980

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In the  
Court of  
Appeal of  
the Republic  
of Singapore  
Civil Appeal  
No. 4 of  
1980

No. 24

CERTIFICATE FOR SECURITY FOR COSTS  
DATED 22nd OCTOBER 1980

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO. 4 OF 1980

No. 24  
Certificate  
for Security  
for Costs  
22nd October  
1980

B E T W E E N

FOUR SEAS COMMUNICATION BANK LIMITED Appellants

AND

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm) 10
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Respondents

(In the Matter of District Court Appeal No. 36 of 1979)

B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN (sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm) Appellants

AND

FOUR SEAS COMMUNICATION BANK LIMITED Respondents 20

CERTIFICATE FOR SECURITY FOR COSTS

This is to certify that 1. Eng Chuan & Company (a firm); 2. Eng Chuan & Company Pontian (sued as a firm); 3. Eng Chuan Singapore Limited and 4. Eng Chuan Chan (sued as a firm) the abovenamed Respondents/Applicants have deposited the sum of \$3,000.00 by way of security for the costs of the Appeal to the Judicial Committee.

Dated this 22nd day of October, 1980.

Sd:

ASST. REGISTRAR

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AB 1 - 13

SUBORDINATE COURTS SINGAPORE

Subordinate  
Court  
Singapore

D.C. SUMMONS NO. 1577 of 1977

Agreed Bundle  
of Documents

B E T W E E N

FOUR SEAS COMMUNICATIONS BANK LIMITED                      Plaintiffs

And

1.    ENG CHUAN & COMPANY (a firm)
2.    EASTERN OPTICAL COMPANY PTE LTD
3.    CHUA'S TRAVEL SERVICE (sued as a firm)
4.    ENG CHUAN & COMPANY PONTIAN (sued as a firm)
5.    ENG CHUAN SINGAPORE LIMITED
6.    ENG CHUAN CHAN (sued as a firm)                      Defendants

---

AGREED    BUNDLE

---

KIRPAL SINGH & CO.,  
ADVOCATES & SOLICITORS,  
SUITE 1402 OCBC CENTRE,  
CHULIA STREET, SINGAPORE

(Solicitors for the Plaintiffs)

R. E. REDRUP,  
ADVOCATES & SOLICITORS  
NOS. 6-B RAFFLES PLACE  
SINGAPORE

(Solicitors for 1st,4th  
5th & 6th Defendants)

FILED this

day of

1977.

AB 1

AB 1

Letter  
Solicitors  
for Four Seas  
Communications  
Bank Limited  
(Notice to  
Quit)  
29th January  
1976

January 29, 1976

KS/jl

Messrs Eng Chuan & Co.,  
61 Chulia Street,  
SINGAPORE

NOTICE TO QUIT  
61, 61A & 61B Chulia Street,  
Singapore

---

We act for Four Seas Communications Bank Limited,  
Singapore, from whom you occupy the abovestated premises  
as tenant at monthly rental of \$275.00.

10

As instructed by our clients we hereby on their  
behalf give you notice and demand and require of you  
that you on the 29th day of February 1976 (or at the  
expiration of the month of your tenancy which will  
expire next after the end of one calendar month from  
the time of the service of this Notice) quit and  
deliver up to our clients possession of the abovestated  
premises.

20

And take notice that in the case of any refusal  
or neglect on your part to comply with this Notice and  
Demand, an action of ejection or other legal proceedings  
will be commenced against you without further notice.

DATED this 29th day of January 1976.

SOLICITORS FOR FOUR SEAS  
COMMUNICATIONS BANK LTD

c.c.  
clients

AB 2

OOI, TAN & JOHNS  
Advocates & Solicitors  
Commissioners for Oaths  
Notaries Public

Our ref: BJ/SK/46/76

Your ref: KS/JL

Messrs Mallal & Namazie  
Singapore.

Dear Sirs,

Re: Nos. 61, 61A and 61B, Chulia Street

Your Notice to Quit dated the 29th January 1976 addressed to Messrs. Eng Chuan & Company has been handed to us with instructions to say that our clients are claiming the protection of the Control of Rent Act.

Yours faithfully

Sd:

c.c. clients

Suites 908-910,  
9th Floor  
Straits Trading Bldg  
Battery Road  
Singapore

4th March, 1976.

AB 2  
Letter  
Solicitors  
for Messrs  
Eng Chuan  
& Co to  
Solicitors  
for Four  
Seas  
Communications  
Bank Limited  
4th March  
1976

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AB 3

AB 3

Letter  
Solicitors  
for Messrs  
Eng Chuan  
& Co. to  
Solicitors  
for Four Seas  
Communications  
Bank Limited  
9th April 1976

OOI, TAN & JOHNS  
Advocates & Solicitors  
Commissioners for Oaths  
Notaries Public

Suites 908-910,  
9th Floor  
Straits Trading Bldg  
Battery Road  
Singapore

9th April, 1976

Messrs Mallal & Namazie  
Singapore.

Dear Sirs

Re: Nos. 61, 61A and 61B Chulia Street

10

We refer to your letter of the 13th March, 1976 and apologise for the delay in replying thereto.

Our clients have instructed us to inform you that no part of the premises is sublet as on the date of this letter, except Eastern Optical Company and Chua Trading Service are occupying part of the premises as licensees in writing. Eastern Optical Company became licensee in 1971 whilst Chua Trading Service in 1976.

Our clients Lee Chay Kia, Lee Chay Tian and Lee Chay Song partners of Eng Chuan & Company being the original tenants of the said premises have the following companies carrying on business at the said premises :-

20

- (1) Eng Chuan & Company Pontian, the sole proprietor being Lee Chay Tian.
- (2) Eng Chuan Singapore Limited the Directors being Lee Chay Song, Lee Chay Kia, Lee Chay Tian and Lee Chay Min.
- (3) Eng Chuan Chan the partners being Lee Chay Song, Lee Chay Kia, Lee Chay Tian and Lee Chay Min.
- (4) Eng Chuan Rubber Millers Limited the Directors being Lee Chay Tian and Lim Sui Lin.

30

The abovenamed companies (1) to (4) are deemed Associate Companies.

Yours faithfully,

Sd:

c.c. clients

40



No. of Certificate  
3703

Registration  
Particulars  
from Business  
Names  
Registry  
6th June 1947

THE BUSINESS NAMES ORDINANCE, 1940

Section 6

To  
THE REGISTRAR OF BUSINESS NAMES,  
SUPREME COURT,  
SINGAPORE.

10

BUSINESS STRUCK OFF THE  
REGISTER

I/We the undersigned hereby apply for registration pursuant to the provisions of the Business Names Ordinance, 1940, and for that purpose furnish the following statement of particulars:-

- |    |  |                     |
|----|--|---------------------|
| 1. | The business name  | ENG CHUAN & CO.     |
|    | (If such name is Chinese,<br>give name in Chinese and in<br>English characters).                             |                     |
| 20 | 2. Constitution of business  | Sole Proprietorship |
|    | 3. The general nature of the<br>business   | Provision Dealers   |
|    | 4. The principal place of<br>business  | 61 Chulia Street    |
|    | 5. The date of commencement of<br>the business, if the<br>business was commenced after<br>30th August, 1940. | 1st January 1946    |
|    | 6. Branches of the business.   | NIL                 |

30

Dated this 6th day of June 1947.

Signed LEE SIEW PAN

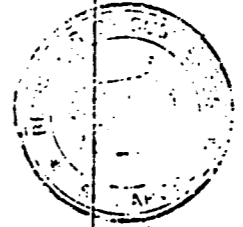
Certificate Extract  
Sd: Illegible  
Registrar of businesses  
Singapore.

AB6 95

Full name or names of proprietor or partners	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Corporate and registered or principle of every corporation is a partner and nationality of directors	Nationality and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Other business occupation if any, of each individual or of all partners	Usual residence
LEE SIEW PAN	李修全	nil		Chinese (Hokien)	1st Jan. 1946	nil	61 Chulia St.



Certified Extract  
(T. Cassagan)  
Registrar of Businesses  
Singapore



Certified Extract  
(T. Cassagan)  
Registrar of Businesses  
Singapore

2 - JUN 1947

Dated this 6<sup>th</sup> day of June, 1947.

Signed Lee Siew Pan

Notes.—If any partner is proprietor or partner of any other business particulars of which also require registration a schedule be attached giving the name of each of the businesses of which he is a partner or proprietor.  
 (1) The name given must be the name by which the partner is commonly known. In the case of a Christian or non-Indian or other Asiatic give name of the partner and name of his father and include any personal vilasam, give all first or Christian names and surname; in the case of a Chinese give seh and personal names, in the case of a Malay.  
 (2) Where a business is carried on under two or more business names, each of those business names must be stated.  
 (3) The statement must be signed:—  
 (i) in the case of an individual by the individual;  
 (ii) in the case of a corporation, by a director or secretary thereof;  
 (iii) in the case of a firm—  
 (a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner, or  
 (b) by some individual who is a partner, or  
 (c) by a director or the secretary of a corporation which is a partner;  
 and in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

THE BUSINESS NAMES ORDINANCE, 1940

Section 9

Registration  
Particulars  
from  
Business  
Names  
Registry  
8th March 1961

REGISTRATION OF CHANGES IN BUSINESS

TO  
THE REGISTRAR OF BUSINESS NAMES  
SUPREME COURT  
SINGAPORE.

No. of Certificate  
3703

10 I/We the undersigned furnish the following statement  
of a change (and of the date of such change which has  
been made or has occurred in the particulars registered  
in respect of the undermentioned business:-

BUSINESS STRUCK OFF THE REGISTER

Changes (if any)

Business name registered  
Eng Chuan & Co.

No. of Certificate 3703

(If Chinese name give name  
in characters as registered)

20 Nature and description of business  
registered.

Provisions

Sole proprietorship

Partnership

Registered address 61 Chulia Road,  
Street, Singapore

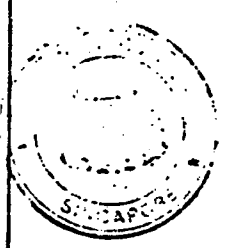
Any other changes

Sgd: LEE SIEW PAN  
TEO PUAY WHEE  
LEE CHAY TIAN  
L A CHAYLIA  
LEE JUAN BENG  
LEE CHAY SONG

30 Change of constitution

Dated this 8th day of March 1981.

AB8 97

Full name of person becoming or ceasing to be a proprietor or partner becoming partners	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Nationality and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Date of withdrawal from the business	Other business occupation if any, of each individual or of all partners	Usual residence	AB8 Registration Particulars from Business Names Registry - 8th March 1961
X Teo Puay Wee X Lee Puan Beng Lee Chay Tian Lee Chay Kia Lee Chay Song	謝培輝 李盤銘 李齊天 李齊家 李齊雙	- - - -	all Chinese	all On 1.1.51	-	all no other business	61 Chulia St., - do - 33, Amber Road, - do - - do -	 <p>Certified Extract            (T. C. S. S. S.)            Registrar of Businesses            Singapore</p> <p>2 - OCT 1976</p>

Notes:—

(1) Where a business is carried on under two or more business names, each of those business names must be stated.

(2) The statement must be signed:—

(i) in the case of an individual by the individual;

(ii) in the case of a corporation, by a director or secretary thereof;

(iii) in the case of a firm—

(a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner, or

(b) by some individual who is a partner, or

(c) by a director or the secretary of a corporation which is a partner;

and in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

Dated this ..... 8th ..... day of ..... March 1951

Signed.....  
 Teo Puay Wee  
 Lee Puan Beng

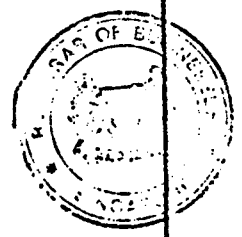


AB10

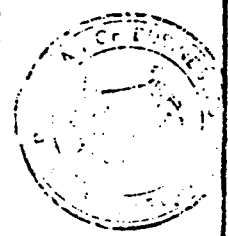
99

AB10  
Registration  
Particulars from  
Business Names  
Registry - 14th  
January 1954

Full name of person becoming or ceasing to be a proprietor or partner	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Corporate name as registered of every corporation which partner and the names nationality of "direct	Nationality, and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Date of withdrawal from the business	Other business occupation if any, of each individual or of all partners	Usual residence	Any other change
* Lee Siew Pan	李修攀	-----	-----	Chinese		31. 12. 1953		61, Chulia Street	79, Cross St. Singapore
* Madam Teo Puay Wee	張佩輝	-----	-----	Chinese		31. 12. 1953		"	"
* Lee Puan Beng	李源豐	-----	-----	Chinese		31. 12. 1953		"	428, East Coast Road, Singapore



Certified Extract  
(T. Cassam)  
Registrar of Businesses  
Singapore



Certified Extract  
(T. Cassam)  
Registrar of Businesses  
Singapore

OCT 1976

*Lee Siew Pan*  
*Teo Puay Wee*  
*Lee Puan Beng*

Notes:-  
(1) Where a business is carried on under two or more business names, each of those business names must be stated.  
(2) The statement must be signed:-  
(i) in the case of an individual by the individual;  
(ii) in the case of a corporation, by a director or secretary thereof;  
(iii) in the case of a firm-  
(a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner;  
(b) by some individual who is a partner, or  
(c) by a director or the secretary of a corporation which is a partner;  
and in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

Dated this 14th..... day of ..... January....., 19.54.

AB 11

AB 11

KS/jl

September 23, 1977

URGENT

Registrar of Businesses,  
Colombo Court,  
SINGAPORE

Letter  
Four Seas  
Communications  
Bank Ltd to  
Registrar of  
Business  
Names  
23rd September  
1977

Dear Sir,

RE: ENG CHUAN & COMPANY OF  
61 CHULIA STREET SINGAPORE

We believe no such firm is registered with you or  
has been. We will be obliged if you could kindly  
confirm same by letter.

Yours faithfully,

AB 12

AB 12

Letter  
Registrar  
of Business  
Names to  
Solicitors  
for Four  
Seas  
Communications  
Bank Ltd  
23rd September  
1977

GOVERNMENT OF SINGAPORE

Your Ref: KS/j1

Our Ref: BR/Sect 23/E/77

Date: 23 September 1977

Messrs Kirpal Singh & Co  
Suite 1402, 14th Floor  
OCBC Centre  
Chulia Street  
Singapore 1

REGISTRAR OF BUSINESS  
3rd FLOOR, ROOMS 3-12/3  
COLOMBO COURT  
SINGAPORE 6  
REPUBLIC OF SINGAPORE

10

Dear Sirs

RE: ENG CHUAN & CO  
61 CHULIA STREET, SINGAPORE 1

I refer to your letter dated 23 September 1977  
and confirm that the abovementioned company is  
not registered with this office.

Yours faithfully

(Sd:)

20

IVY LOW (MISS)  
for REGISTRAR OF BUSINESSES  
SINGAPORE

IL/lkm



AB 13

AB 13

Your Ref: ks/jl  
Our Ref: BR/3703  
Date: 11 May 78

REGISTRAR OF BUSINESSES  
3RD FLOOR, ROOMS 3-12/3-16  
COLOMBO COURT  
SINGAPORE 6.

Letter  
Registrar  
of Business  
Names to  
Solicitors  
for Four  
Seas  
Communications  
Bank Ltd  
11th May 1978

m/s Kirpal Singh & Co  
Suite 1402, 14th Floor  
O C B C  
Chulia Street  
Singapore 1

REPUBLIC OF SINGAPORE

10

Dear Sirs

RE: ENG CHUAN & CO  
61 CHULLIA STREET, SPORE 1

I refer to my letter dated 23.9.77 informing you that the abovenamed company has not been registered with this office.

20

2 On receipt of your Subpoena under D.C. Summons No. 1577 of 1977, another search has been made and it revealed that the abovenamed company has been registered before. However, the business name has already been struck off the Register since 11.1.71 and is hence not in valid registration.

3 I shall be grateful if you can kindly treat the contents of my letter dated 23.9.77 as an inadvertent error. Any inconvenience caused as a result is regretted.

Yours faithfully

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(Sd:)  
IVY LOW (Miss)  
for REGISTRAR OF BUSINESS  
SINGAPORE

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O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

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B E T W E E N

1. ENG CHUAN & COMPANY (a firm)
2. ENG CHUAN & COMPANY PONTIAN  
(sued as a firm)
3. ENG CHUAN SINGAPORE LIMITED
4. ENG CHUAN CHAN (sued as a firm)

Appellants

- AND -

FOUR SEAS COMMUNICATIONS BANK LIMITED

Respondents

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RECORD OF PROCEEDINGS

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Collyer-Bristow  
4 Bedford Row  
London WC1R 4DF

Solicitors for the  
Appellant

Maxwell Batley Co.  
27 Chancery Lane  
London WC2A 1PA

Solicitors for the  
Respondents