

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC 223

Originating Application No 1204 of 2025

Between

SH Design & Build Pte Ltd

... Claimant

And

- (1) Jurong Port Pte Ltd
- (2) HSBC Life (Singapore) Pte
Ltd

... Defendants

SUPPLEMENTAL JUDGMENT

[Civil Procedure — Costs]

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SH Design & Build Pte Ltd
v
Jurong Port Pte Ltd and another

[2026] SGHC 223

General Division of the High Court —Originating Application No 1204 of 2025

Lee Seiu Kin SJ

30 September 2026

23 October 2026

Judgment reserved.

Lee Seiu Kin SJ:

Introduction

42 This judgment relates to the costs in HC/OA 1204/2025 (“OA 1204”) and is supplemental to my judgment on this matter in *SH Design & Build Pte Ltd v Jurong Port Pte Ltd and another* [2026] SGHC 159 (“Judgment”).

Facts

43 The applicant filed OA 1204 on 24 October 2025 in which the substantial prayers were as follows:

- (a) In respect of a performance bond dated 1 August 2020 issued by the second respondent (“R2”) in favour of the first respondent (“R1”) for the sum of \$12,569,800 (the “PB”), an injunction be granted to restrain the R1 (whether by itself, its officers, agents, employees and/or

in any way) from directing the payment or transfer of and/or receiving the sum of \$12,569,800, or any part thereof from the R2, until the determination or outcome of an arbitration hereto or further order;

(b) In the event that the R1 (by itself, its officers, agents, employees and/or in any way) receives the sum of \$12,569,800 or any part thereof under the PB, an injunction be granted to restrain the R1 (by itself, its officers, agents, employees and/or in any way) from using, depleting and/or disposing of such sums received until the determination or outcome of an arbitration hereto or further order, and/or to pay to the applicant the sum of \$12,569,800 within seven days of the date of this order;

(c) An injunction be granted to restrain the R2 (by itself, its officers, agents, employees and/or in any way) from paying, transferring and/or directing the payment or transfer of the sum of \$12,569,800 or any part thereof, to the R1 pursuant to the R1's written demand dated 3 July 2025 in respect of the PB ("Demand Letter") and/or for the R2 to cease the processing of any payment to the R1 pursuant to the demand until the determination or outcome of an arbitration hereto or further order.

44 On 27 November 2025, I heard SUM 3457/2025 ("SUM 3457") in which the applicant applied for various orders the effect of which was to restrain the R2 from paying out on the PB until the final determination of OA 1204. I granted the application and reserved costs to be determined at the determination of OA 1204.

45 An oral hearing was conducted on 20 April 2026, at the end of which I reserved judgment. On 30 July 2026, I issued the Judgment in which I found

that the basis upon which the R1 had made the call on the PB was invalid¹ and therefore the call was also invalid.² I declared that the R2 was not obliged under the terms of the PB to make any payment pursuant to the Demand Letter.³

46 On 30 September 2026, parties appeared before me to seek clarification of the Judgment. I pointed out that the concluding order was at paragraph 40 of the Judgment, in which I declared that the R2 was not obliged to make the payment demanded by the R1 in the Demand Letter. This being the outcome, there was no further need for any injunction against the R1 or the R2 as the R2 would no longer be under any obligation to pay out the sum demanded pursuant to the PB. I directed parties to file their submissions on costs by 9 October 2026 to assist me in determining the appropriate costs order to make. I now set out the costs order and grounds therefor.

The parties' submissions

R1's submissions

47 R1's submissions on costs raised four issues.⁴ Firstly, the R1 submitted that the applicant should not be awarded full costs as it had only partially succeeded in its application. The R1 pointed out that the first prayer of OA 1204 sought an injunction against the R1 from making any demand on the PB until the outcome of an arbitration between the applicant and R1. However, what the applicant had succeeded in was, in effect, an injunction against the R1 from

¹ Judgment at [37].

² Judgment at [39].

³ Judgment at [40].

⁴ First respondent's Costs Submissions ("R1CS") at paras 14 to 21.

demanding the R2 from paying out under a specific demand letter dated 14 October 2025.⁵

48 Secondly, OA 1204 was not legally complex and did not involve novel issues of the law on injunctions restraining calls on performance bonds. The R1 took issue with substantive submissions by the applicant on issues that the court did not ultimately deal with.⁶

49 Thirdly, there were no complex issues of fact which justified the long affidavits filed by the applicant.⁷

50 Fourthly, the applicant made serious but speculative allegations against the R1 and the Supervising Officer (“SO”) which impugned their integrity. The R1 submitted that the court should take this into consideration in its determination on costs.⁸

51 Given those factors, particularly the fact that the applicant did not succeed in the entirety of the reliefs sought, the R1 submitted that costs should be fixed at \$20,000, plus reasonable disbursements,⁹ which is the middle range of costs set out in Appendix G of the Supreme Court Practice Directions 2021 (“Appendix G”) for a contested application.

⁵ R1CS at paras 8 to 10.

⁶ R1CS at para 12.

⁷ R1CS at para 14.

⁸ R1CS at para 16.

⁹ R1CS at para 7.

52 The R1 submitted that as against the R2, their costs should be paid by the applicant.¹⁰ The R1 pointed out that at the Registrar’s Case Conference, it was informed by the applicant about an agreement between the applicant and the R2 for payment under the PB to be held in abeyance until the disposal of OA 1204. The R1 submitted that the R2’s costs should be fixed at \$3,000 plus reasonable disbursements.¹¹

Applicant’s submissions

53 The applicant essentially contended that it was entitled to its costs in full as it was successful in its application. The applicant submitted that costs should be fixed at \$95,000 because (a) the issues of fact and law were highly technical and complex, which included issues of delay and quantum;¹² (b) there were several novel issues of law, particularly in relation to Clause 35 of the Public Sector Standard Conditions of Contract for Construction Works (Seventh Edition 2014) (the “PSSCOC”);¹³ (c) the R1 had continued to resist the OA 1204 injunction application;¹⁴ (d) as evidenced by the large teams of lawyers on both sides.¹⁵

¹⁰ R1CS at para 18.

¹¹ R1CS at para 20.

¹² Applicant’s Costs Submissions (“ACS”) at para 14.

¹³ ACS at para 18.

¹⁴ ACS at para 20.

¹⁵ ACS at para 21.

54 The applicant submitted that costs should therefore be considerably higher than the \$35,000 upper limit in Appendix G, and suggested the sum of \$95,000.¹⁶ The applicant also claimed disbursements of close to \$14,000.¹⁷

55 The applicant submitted that the R2's costs should be borne by the R1 and appeared to suggest that it should be fixed at \$500.¹⁸

R2's submissions

56 The R2 submitted that it was entitled to costs fixed at \$20,000, excluding GST and disbursements,¹⁹ on the basis of the voluminous documents in the matter, and the hearings and related proceedings attended or monitored by the R2.²⁰

My decision

57 On the first point raised by the R1, I agree that the extent of the prayers of the applicant was wider than what it had succeeded on. However, the applicant's written submissions were limited to the circumstances surrounding the Demand Letter and no submissions were made on a general injunction against all subsequent calls. I should also point out that the R1's submissions were similarly constrained.

58 Indeed, in the area of performance bonds, injunctions are normally based on a specific call made, or where there is an imminent call based on letters of

¹⁶ ACS at para 3.

¹⁷ *Ibid.*

¹⁸ ACS at para 23.

¹⁹ Second respondent's Costs Submissions (R2CS) at para 13.

²⁰ R2CS at paras 6, 9.

demand. While one can imagine a scenario where a party is entitled to a general prohibition against a call under a performance bond, the reality is that the injunction must pertain to a specific call. This is because the court can only make a determination of the validity of a call based on actual claims made by the beneficiary.

59 My conclusion from this is that, while the R1 is correct to point out that the applicant had obtained less than it prayed for, the actual submissions of both sides referred only to the call made under the Demand Letter. I am, however, not without sympathy to the R1's point that the width of the relief prayed for meant that its solicitors had to consider the entire scope of relief. But as the R1's submissions (filed on the same day as the applicant's) did not address the entire scope of relief, and addressed the same issues as that of the applicant's, I am of the view that any discount for this would be *de minimis* in quantum. I would like to caveat that, if the wide scope of relief sought did cause unnecessary work to be done by a respondent, there may well be a substantive discount.

60 The R1's second and third points are to be contrasted against points (a), (b) and (c) of the applicant (at [53] above). In my view, the legal issues are not out of the ordinary, save that the issue of Clause 35 of the PSSCOC is new. I would point out that it is justifiable for the applicant to canvass the issues that it has done in its submissions as there is no certainty which one of them will succeed.

61 As for the fourth and final point regarding allegations impugning the integrity of the R1 and SO, I have made no finding on those allegations because such a finding is not necessary to my decision, and also because it is not possible to do so on the basis of the affidavits before me. It is for the applicant to make a judgment whether such allegations are necessary for its application and the

risks associated with making them. This matter has no bearing on my costs orders here.

62 I am of the view that the scope of work undertaken here justifies a quantum above the upper limit of \$35,000 under Appendix G. I would also consolidate the costs under SUM 3457 into my costs order. Taking these into consideration, I award the applicant costs of \$50,000 against R1, plus reasonable disbursements to be taxed unless agreed.

63 As for the R2, I am of the view that the costs order should reflect the work done in reviewing the OA papers as well as for its communication with the applicant and R1 as appropriate, and in the solicitor's advice. I do not see that there is anything out of the ordinary in this case that requires detailed perusal of the affidavits, nor detailed consideration of the law, as it is essentially a fight between the applicant and R1. I would award costs of \$4,000 all-in.

64 On the issue of who should bear the R2's costs, I am guided by the following two considerations: first, it was necessary for the applicant to include the R2 in this originating application in order for the order to be binding on the R2. Second, as the applicant had succeeded in the application, R1 should be made to pay R2's costs.

65 Therefore, the R1 is ordered to pay costs as follows:

(a) To the applicant, the sum of \$50,000 plus reasonable disbursements to be taxed unless agreed, being the costs for OA 1204 and SUM 3457; and

(b) To the R2, the sum of \$4,000 all-in, being the costs for OA 1204 and SUM 3457.

Lee Siu Kin
Senior Judge

Chuah Chee Kian Christopher, Lee Hwai Bin, Koh Huini Valerie,
Leong Wen Wei Michael, Yang Yuanhong Bernard (Christopher
Chuah Law Chambers LLC) for the claimant;
Thio Shen Yi S.C., Loh Eu Tse Derek, Ow Guan Jie Daniel, Chen
Sixue, Terence Yeo (TSMP Law Corporation) for the first defendant;
Wee Anthony (Titanium Law Chambers LLC) for the second
defendant.
