

Satinder Singh Garcha v Uthayasurian Sidambaram and Another
[2009] SGHC 253

Case Number : Suit 307/2008
Decision Date : 12 November 2009
Tribunal/Court : High Court
Coram : Quentin Loh JC
Counsel Name(s) : Andre Maniam, Richway Ponnampalam (Wongpartnership LLP) for the plaintiff; N Sreenivasan, Heng Wangxing (Straits Law Practice LLP) for the first defendant; Sim Yong Chan (Sim Yong Chan & Co) for the second defendant
Parties : Satinder Singh Garcha — Uthayasurian Sidambaram; Frank Kuhn Swi Hwa
Civil Procedure

12 November 2009

Judgment reserved.

Quentin Loh JC:

1 This further judgement follows upon my earlier judgement dated 23 October 2009 and deals with whether any interest should be awarded, and if so, for what period and at what rate. Interest was claimed by the Plaintiff but this issue was not addressed by either party in closing submissions. I therefore asked for written submissions on the same.

2 The Plaintiff's written submissions were filed on the 30 October 2009 and the 1st Defendant's written submissions, although dated 6 November 2009, were delivered on 9 November 2009. As before, I thank counsel for their very helpful and concise submissions. Having considered the submissions and bearing in mind my previous findings and judgement, I make the following orders.

3 I award interest at the rate of 5.33% p.a. on \$300,000 which shall run from the date of the Writ to judgement. In doing so, I have taken into account my findings and the circumstances under which this claim came to be made and I have also taken the following into account:-

- (a) the \$300,000 was held on trust in a trust account by the 1st Defendant, to be disbursed or paid out on the instructions of the client;
- (b) there were delays in issuing the Writ as the Plaintiff chose to initiate other avenues of complaint with the police and the Law Society of Singapore, it is therefore not appropriate to award interest from the date when the money was wrongfully paid out of the 1st Defendant's solicitor's account;
- (c) there was a vacation of trial dates and stay of the action until after the Court of 3 Judges handed down their decision;
- (d) this was not a situation where the 1st Defendant had the use or enjoyment of the money;

- (e) the Plaintiff never issued a letter of demand prior to issuing the Writ, stating his position on the payment out;
- (f) these moneys were for payment out to third parties and in the normal course of events would have lain in the Client's Account of the 1st Defendant and even if it was required to be put on fixed deposit earning interest, the interest rate would have been very low; and
- (g) if the Plaintiff terminated the 1st Defendant's retainer, he would have asked for the refund of this money as well and would therefore have had the use of the same.

4 On the \$100,000, I have considered the interesting arguments raised as to whether I have jurisdiction to award any interest. I am of the view that I have the jurisdiction to do so on the authorities cited and reasons relied upon by the Plaintiff. It seems to me to be unarguable that where a claim is properly made, there was an existing and valid cause of action when the writ was issued and the sum claimed was paid before judgement was handed down, there is jurisdiction to award interest even though there is no judgement for that sum.

5 I award interest at the rate of 3% p.a. on \$100,000 which shall run from the 25 May 2006 to the 18 June 2009. In doing so, I have taken into account my findings and the circumstances under which this claim came to be made, especially at [79] and [80] of my judgment dated 23 October 2009, the factors, *mutatis mutandis*, set out at [\[3\]](#) above and in addition I have also taken into account the fact that the 1st Defendant only returned the \$100,000 when the Court of 3 Judges raised the issue of its return.

6 The parties are to file their submissions on costs within one week from the date hereof.

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