

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

[2019] SGCA 59

Civil Appeal No 130 of 2019 (Summons No 73 of 2019)

Between

YCH Distripark Pte Ltd

... Appellant

And

The Collector of Land Revenue

... Respondent

In the matter of AB 2012.036

Between

YCH Distripark Pte Ltd

... Appellant

And

The Collector of Land Revenue

... Respondent

FOUNDATIONS OF DECISION

[Civil Procedure] — [Striking out]
[Statutory Interpretation] — [Construction of statute]

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YCH Distripark Pte Ltd
v
Collector of Land Revenue

[2019] SGCA 59

Court of Appeal — Civil Appeal No 130 of 2019 (Summons No 73 of 2019)
Andrew Phang Boon Leong JA, Judith Prakash JA and Woo Bih Li J
16 September 2019

31 October 2019

Andrew Phang Boon Leong JA (delivering the grounds of decision of the court):

Introduction

1 This was an application by the respondent, the Collector of Land Revenue (“the Collector”), to strike out the appellant’s notice of appeal on the grounds that the notice of appeal disclosed no reasonable cause of action and/or was otherwise an abuse of the process of the court. Central to the resolution of this application was the interpretation of s 29(2) of the Land Acquisition Act (Cap 152, 1985 Rev Ed) (“the Act”). Section 29(2) governs appeals from the Appeals Board constituted under the Act (“the Board”) to the Court of Appeal and reads as follows:

In any case in which the *award, as determined by the Board* (excluding the amount of any costs awarded) exceeds \$5,000, the appellant or the Collector may appeal to the Court of Appeal from the decision of the Board upon any question of law. [emphasis added]

2 The issue in this application was whether the phrase “award, as determined by the Board” in s 29(2) of the Act (“s 29(2)”) refers to: (i) the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed* before it *and* the portions of the Collector’s award which were *not disputed* before it; *or* only (ii) the amount awarded by the Board on the portions of the Collector’s award which were *disputed* before it. The Collector argued in favour of the latter (*viz*, (ii)) and submitted that, given that the Collector’s award in relation to the *disputed* amount was determined to be \$0 (as no award was made), the appeal mounted by the appellant fell foul of s 29(2) and its notice of appeal ought therefore to be struck out.

3 After hearing the parties, we held that the reference to the “award, as determined by the Board” in s 29(2) is to the total composite amount awarded by the Board on both disputed *and* undisputed portions of the Collector’s award (*viz*, (i) at [2] above), and that the application ought therefore to be dismissed. We now give the detailed grounds for our decision.

Background

4 The appellant, YCH Distripark Pte Ltd (“YCH”), was the sub-lessee of 30 Tuas Road (“the Property”). The head lessor of the Property was Jurong Town Corporation, which leased the Property to RBC Dexia Trust Services Singapore Limited (“RBC Dexia”). RBC Dexia, in turn, leased the Property to YCH. The Property comprised seven blocks of warehouses, one block of offices, some ancillary buildings, and a carpark. Of the seven blocks of warehouses, one contained YCH’s Automated Storage and Retrieval System (“ASRS”), which was a specialised system designed for automated storage and retrieval of pallets.

5 On 5 January 2011, the Collector issued a declaration to acquire part of the Property under s 5 of the Act. On 29 July 2011, RBC Dexia wrote to the Collector requesting it to acquire the whole of the Property. The Collector acceded to the request and issued a declaration that the whole of the Property was to be acquired.

6 YCH then submitted a claim for compensation totalling \$124,216,984, comprising:

- (a) \$34,000,000 for the loss suffered by YCH in respect of its interest as a sub-lessee of the Property (“Lease Interest”); and
- (b) \$90,216,984 for YCH’s relocation expenses.

7 On 10 October 2012, the Collector issued a Collector’s award of \$2,750,000 as compensation for the depreciated value of YCH’s ASRS. No compensation was awarded for YCH’s alleged Lease Interest and relocation expenses, although the Collector indicated that it would evaluate YCH’s claim for relocation expenses upon receipt of the relevant documents. YCH filed a notice of appeal to appeal to the Board against the Collector’s award.

8 On 30 April 2013, YCH submitted a revised claim for compensation totalling \$83,539,708, comprising:

- (a) \$34,000,000 for YCH’s Lease Interest;
- (b) \$36,739,708 for YCH’s relocation expenses; and
- (c) \$12,800,000 for the depreciated value of the ASRS.

YCH later revised its claim for the depreciated value of the ASRS to \$10,965,758.

9 On 6 March 2014, the Collector issued a supplementary award for the depreciated value of the ASRS in the sum of \$8,215,758. The supplementary award, together with the initial compensation of \$2,750,000 (see [7] above), equated to YCH’s revised claim of \$10,965,758 and was stated to be “in full and final settlement of the appeal in relation to the [ASRS]”. YCH was also awarded \$25,376,569.17 for its relocation expenses. However, no compensation was awarded for YCH’s alleged Lease Interest. The Collector thus awarded YCH a total sum of \$36,342,327.17.

10 On appeal to the Board, YCH contested only the Collector’s decision not to award any compensation for the alleged Lease Interest. The Board upheld the Collector’s decision and did not award YCH any compensation for the alleged Lease Interest.

11 Dissatisfied, YCH lodged an appeal against the Board’s decision to this Court in Civil Appeal No 130 of 2019 (“CA 130/2019”). The Collector filed this application on 28 June 2019 seeking to strike out YCH’s notice of appeal in CA 130/2019.

The parties’ cases

The Collector’s case

12 According to the Collector, “award, as determined by the Board” in s 29(2) refers only to the amount awarded by the Board on the portions of the Collector’s award which were *disputed* before it, for three reasons. First, the word “award” in ss 10 to 18 and that in ss 19 to 37 of the Act are used in respect

of “different entities”. In ss 10 to 18, “award” is used solely with reference to *the Collector*, whereas in ss 19 to 37 it refers to having the Collector’s award determined by *the Board*. The phrase “award, as determined by the Board” in s 29(2) must therefore be taken to refer to the award that was *in fact* determined by the Board, and could not include those portions of the Collector’s award that were *undisputed* before the Board.

13 Second, such an interpretation of s 29(2) would further the legislative purpose of avoiding expenditure of judicial time and resources on appeals that only concern questions of fact and appeals on claims that have been determined by the Board to be unmeritorious or low in value. In contrast, YCH’s interpretation of s 29(2) – that “award, as determined by the Board” refers to the total composite amount awarded by the Board on both *disputed and undisputed* portions of the Collector’s award – would lead to an absurd situation where low-value claims could be brought to the Court of Appeal by “piggybacking” on undisputed portions of the Collector’s award. This would be a perversion of the intent behind s 29(2) because those portions of the Collector’s award, being undisputed between the parties, would not be ventilated before the Court of Appeal.

14 Third, the legislative history of s 29(2) showed that the \$5,000 threshold sum for an appeal to the Court of Appeal had never referred to the amount awarded by the Collector, but instead, the amount awarded by (then) the judge (and subsequently, the Board) sitting in an appellate role *vis-à-vis* the Collector.

15 As a result, given that YCH disputed only the Lease Interest before the Board and that the Board declined to award any compensation for the Lease Interest, the “award, as determined by the Board” in the present matter was \$0.

The Collector therefore argued that the \$5,000 threshold set by s 29(2) for appeals to the Court of Appeal was not satisfied, and that YCH’s notice of appeal in CA 130/2019 should be struck out as it disclosed no reasonable cause of action and/or was an abuse of the process of the court.

YCH’s case

16 YCH contended that “award, as determined by the Board” in s 29(2) refers to the total composite amount awarded by the Board on both *disputed and undisputed* portions of the Collector’s award. YCH proffered three reasons in support of its interpretation. First, the Act contemplates that the Collector and the Board will make one composite award each, as opposed to individual awards for each head of claim. Further, s 35(1) of the Act (“s 35(1)”) provides that the amount awarded by the Board cannot be less than the amount awarded by the Collector. As a result, the amount awarded by the Board in this case could not be less than the \$36,342,327.17 awarded by the Collector. The amount awarded by the Board must therefore be the \$36,342,327.17 awarded by the Collector and *undisputed* before the Board, and could not merely be the \$0 “awarded” by the Board on the *disputed* portion of the Collector’s award, as the Collector claimed.

17 Second, the authorities stipulated that the Board was required to consider the *whole* of YCH’s claim for compensation, and not only the components of the compensation which were disputed before it.

18 Third, the logical conclusion of the Collector’s interpretation of s 29(2) was that the moment the Board affirmed the Collector’s award and declined to award further compensation, YCH was barred from appealing to the Court of

Appeal. This was inconsistent with the judicial policy of supervising compulsory acquisitions and could not be correct.

19 YCH therefore submitted that the “award, as determined by the Board” in the present case was the \$36,342,327.17 awarded by the Collector and affirmed by the Board. Accordingly, the threshold for an appeal to the Court of Appeal set out in s 29(2) was satisfied and there was no basis to strike out YCH’s notice of appeal in CA 130/2019.

The issue to be determined

20 The sole issue which arose for determination was therefore (and as alluded to at the outset of this judgment at [2] above) whether “award, as determined by the Board” in s 29(2) refers to: (i) the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed* before it *and* the portions of the Collector’s award which were *not disputed* before it; *or* only (ii) the amount awarded by the Board on the portions of the Collector’s award which were *disputed* before it.

Our decision

21 It is axiomatic that in interpreting a legislative provision, the court will first ascertain the possible interpretations of the text. It will then ascertain the legislative purpose or object of the statute (and, if possible, the precise purpose or object of the provision in question) before comparing the possible interpretations with the said legislative purpose or object. In this regard, when ascertaining the possible interpretations of the text, the court will endeavour – as far as it is possible – to give due consideration to the other legislative provisions to which the provision in question is related and with which it ought to be read as well as interpreted harmoniously because this would be a

prerequisite to giving effect to the legislative scheme of the statute itself: see *Attorney-General v Ting Choon Meng and another appeal* [2017] 1 SLR 373 at [59]. Indeed, an interpretation which is incongruous with the other legislative provisions and which would (as a result) probably be at variance with the legislative scheme of the statute would, in all probability, be an erroneous one.

22 In our view, whilst the Collector’s interpretation of s 29(2) was, on an extremely literal reading of s 29(2), a possible interpretation, it – far from being in harmony with the other relevant legislative provisions – resulted in a patent disconnect with those provisions instead, as we shall explain. This disconnect was also reflected in its dissonance with the relevant case law which, whilst not wholly on point, was nevertheless helpful in the resolution of the present application. In contrast, as we shall also elaborate upon below, YCH’s interpretation was not only in harmony with the other relevant legislative provisions but also accorded with logic and common sense. As importantly, it was just as consistent with the legislative purpose or object of ensuring that judicial time and resources were not wasted on appeals that relate solely to questions of fact (which was not a difficulty in the present case) and appeals on claims that have been determined by the Board to be low in value (*ie*, valued at below \$5,000).

The ordinary meaning

23 We begin by ascertaining the possible interpretations of s 29(2). It would be apposite to reproduce the language of s 29(2) once again; the provision reads as follows:

In any case in which the *award, as determined by the Board* (excluding the amount of any costs awarded) exceeds \$5,000, the appellant or the Collector may appeal to the Court of Appeal from the decision of the Board upon any question of law. [emphasis added]

24 As we have noted above, “award, as determined by the Board” in s 29(2) could, on a literal reading, be a reference to the portions of the Collector’s award that were in *dispute* before the Board and which the Board *in actual fact* considered and decided upon, as the Collector argued. However, the legislative scheme of the Act led us to conclude that such a literal interpretation of s 29(2) was not intended by the Legislature. Instead, we found that the only possible interpretation of “award, as determined by the Board” in s 29(2) is that it refers to the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed* before it *and* the portions of the Collector’s award which were *not disputed* before it. Let us elaborate.

25 It is clear from the legislative scheme of the Act that the Board is required, on an appeal from a Collector’s award, to consider the Collector’s award *as a whole* and after doing so, to award a *single composite* award of compensation in respect of both the *disputed and undisputed* portions of the Collector’s award. First, s 27(3) of the Act (“s 27(3)”) stipulates that the Board may “after hearing an appeal confirm, reduce, increase or annul *the [Collector’s] award* or make such order thereon as to it may seem fit” [emphasis added]. The fact that s 27(3) refers to the Collector’s award *as a whole* indicates that the Board’s task in an appeal is to consider the Collector’s award *as a whole* and to then decide whether to confirm, reduce, increase, or annul the Collector’s award *as a whole*.

26 Second, and in a similar vein, s 31 of the Act states as follows:

Award to be final and conclusive

31. Except as expressly provided in this Act, where —

- (a) no valid notice of appeal has been lodged within the time limited by this Act against an award;

(b) an appeal has been deemed to have been withdrawn under section 24; or

(c) *an award has been determined on appeal,*

the award as made or agreed under this Act or *determined on appeal*, as the case may be, shall be *final and conclusive* for the purposes of this Act.

[emphasis added]

Section 31 is significant in two respects. First, similar to s 27(3), s 31 refers to the Collector’s award *as a whole* in reference to what is “determined on appeal”. It therefore indicates that the Board’s task in an appeal is to consider and “determine” the Collector’s award *as a whole*. Second, s 31 provides that “the award as ... determined on appeal ... shall be final and conclusive for the purposes of this Act”. The logical corollary of this is that the award “determined” by the Board must include *both* the portions of the Collector’s award which were disputed *and* undisputed before it. If the award “determined” by the Board did not include those portions of the Collector’s award which were undisputed before it, those portions of the award would not form part of the “final and conclusive” award, and the applicant would not be entitled to those sums. As an illustration, if the award “determined” by the Board in the present case did not include the portions of the Collector’s award which were undisputed before it, the “final and conclusive” award in the present case would be \$0. This could not be correct as it could hardly be disputed that YCH was entitled to \$36,342,327.17 in compensation.

27 Third, s 35(1) states that “[w]here the applicant has made a claim to compensation ... the amount awarded to him shall not ... be less than the amount awarded by the Collector”. This Court has previously had the opportunity to interpret s 35(1) in *Collector of Land Revenue v Heng Long Investment Pte Ltd* [2001] 2 SLR(R) 251 (“*Heng Long Investment*”).

28 The landowner in *Heng Long Investment* was awarded \$16,760,000 by the Collector as the market value of the acquired land. In its appeal to the Board, the landowner claimed that the market value of the acquired land was \$20,000,000, and also claimed a further sum of \$220,000 for the stamp duty it had incurred as a result of the acquisition. This claim for stamp duty was made for the first time before the Board. The Board found that the market value of the acquired land was \$15,647,610 and that the landowner was entitled to the claim of \$220,000 for stamp duty. However, the Board interpreted s 35(1) as applying to each *head of claim* set out in s 33(1) (reproduced at [33] below). In other words, the Board was of the view that s 35(1) prevented it from awarding a sum less than the amount awarded by the Collector for *each head of claim*. As a result, the Board awarded the landowner \$16,760,000 as the market value of the acquired land (instead of the \$15,647,610 arrived at by the Board, which was lower than the \$16,760,000 awarded by the Collector for this head of claim) *and* \$220,000 for stamp duty.

29 On appeal, this Court disagreed with the Board’s interpretation of s 35(1), holding that s 35(1) applies to the *total composite amounts awarded* by the Board and the Collector, respectively, and *not* to the award for each *head of claim* set out in s 33(1). In arriving at its decision, this Court observed that “[t]here is nothing in the Act which requires the [B]oard to make, or entitles the [B]oard to make, a separate award for each of the matters (so far as they are relevant) listed in s 33(1)” and that “[t]he Act clearly envisages the award of a composite figure, as opposed to an individual award for each head of claim” (see *Heng Long Investment* at [16]–[17] and [24]).

30 The upshot of this Court’s decision and observations in *Heng Long Investment* – which are entirely consistent with what we have found at [25]–[26] above – was that the reference in s 35(1) to the “amount awarded” by the

Board must be to the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed* and *undisputed* before it. Indeed, the facts of the present case illustrate why the reference in s 35(1) to the “amount awarded” cannot be to only those portions of the Collector’s award which were *disputed* before it.

31 In the present case, the Collector awarded YCH a total compensation of \$36,342,327.17 (see [9] above). By virtue of the rule in s 35(1), the Board could not award compensation of less than \$36,342,327.17. Yet, if the reference in s 35(1) to the “amount awarded” were only to the portions of the Collector’s award which were *disputed* before it, the “amount awarded” by the Board in the present case would be \$0, and the Board’s award would be in breach of s 35(1). If, on the other hand, the reference in s 35(1) to the “amount awarded” is to both the portions of the Collector’s award which were disputed and undisputed before it, the “amount awarded” by the Board in the present case would be \$36,342,327.17, and the Board’s award would not fall foul of the rule in s 35(1). Given that the Board had the power to do what it did in the present case – to dismiss the appeal against the Collector’s award – the reference in s 35(1) to the “amount awarded” by the Board must therefore be to the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed and undisputed* before it. Section 35(1) therefore reinforces our view that the Board is required, on an appeal from a Collector’s award, to consider the Collector’s award *as a whole* and after doing so, to award a *single composite* award of compensation in respect of both the *disputed and undisputed* portions of the Collector’s award.

32 The Collector sought to argue that *Heng Long Investment* was of limited relevance as it “dealt with an entirely different phrase ... found in a different provision”. We recognised that (from a strictly literal point of view) s 29(2)

refers to the “award, as determined by the Board” whereas s 35(1) refers to “the amount awarded [by the Board]”. However, one ought not to adopt an excessively arid or technical approach towards the meaning of words and ought, instead, to look to the substance rather than the form of the words concerned in the light of both logic and common sense. Looked at in this context, the root word of “awarded” is “award” and there is therefore a presumption that the word “award” in s 29(2) bears the same meaning as the word “awarded” in s 35(1). The Collector had not given us reason to find that the presumption had been rebutted. On the contrary, as we have found above at [25]–[26], the Act has consistently used the word “award” in relation to the Board to refer to a single composite award arrived at by the Board after consideration of the Collector’s award *as a whole*. This militates against a finding that the word “award” in s 29(2) bears a different meaning from the word “awarded” in s 35(1).

33 Fourth, s 33(1) of the Act (“s 33(1)”) provides as follows:

33.—(1) *In determining the amount of compensation to be awarded for land acquired under this Act, the Board shall take into consideration the following matters and no others:*

- (a) ... the market value of the acquired land ...
- (b) any increase in the value of any other land ... of the person interested likely to accrue from the use to which the land acquired will be put;
- (c) the damage, if any, sustained by the person interested at the time of the Collector’s taking possession of the land by reason of severing that land from his other land;
- (d) the damage, if any, sustained by the person interested at the time of the Collector’s taking possession of the land by reason of the acquisition injuriously affecting his other property ...
- (e) if, in consequence of the acquisition, he is compelled to change his residence or place of business, the reasonable expenses, if any, incidental to that change; and

- (f) if, in consequence of the acquisition, any reissue of title is necessary, the fees or costs relating to survey, issue and registration of title, stamp duty and such other costs or fees which may reasonably be incurred.

[emphasis added]

It is apparent from s 33(1) that the Board’s task is to “determin[e] the *amount of compensation to be awarded*” [emphasis added]. Section 33(1) further *requires* the Board to take into consideration the different components of a claim for compensation, set out exhaustively in s 33(1) itself. Section 33(1) therefore suggests that the Board’s task in an appeal is to consider, *as a whole*, how much compensation should be awarded and then to issue a *single composite* award of compensation comprising the different components of a claim for compensation as set out in s 33(1). For the same reasons given above at [32], “award, as determined by the Board” in s 29(2) must be read in line with this.

34 Fifth, s 32(1) of the Act (“s 32(1)”) provides “[w]here the amount awarded by the Board does not exceed the sum awarded by the Collector ... the costs of an appeal to the Board ... shall be paid by the appellant”. In our view, the reference to the “amount awarded by the Board” in s 32(1) is to the total composite amount awarded by the Board on *both* the *disputed and undisputed* portions of the Collector’s award. If the “amount awarded by the Board” referred only to the amount awarded on the disputed portions of the Collector’s award, this would lead to absurd situations where, despite winning on appeal, appellants would have to pay for the costs of their appeals.

35 To illustrate this point, we assume that the reference to the “amount awarded by the Board” in s 32(1) is (as the Collector argued) to the amount awarded on the disputed portions of the Collector’s award only, and that the Board in this case awarded YCH \$1,000,000 for its Lease Interest. On this

hypothetical illustration, the “amount awarded by Board” would be \$1,000,000, and YCH would have won on appeal having increased the compensation for its Lease Interest from \$0 to \$1,000,000. However, given that the “amount awarded by the Board” (\$1,000,000) did not exceed the “sum awarded by the Collector” (\$36,342,327.17), YCH would have to pay for the costs of the appeal even though it succeeded substantially in its appeal. This could not have been the intention behind s 32(1). Accordingly, the reference to the “amount awarded by the Board” in s 32(1) must be to the total composite amount awarded by the Board on both the disputed and undisputed portions of the Collector’s award. Once again, for the same reasons given above at [32], s 32(1) therefore led us to conclude that the same meaning must be given to “award, as determined by the Board” in s 29(2).

36 Finally, s 40(1) of the Act (“s 40(1)”) states that “[o]n making an award ... the Collector shall make a *written offer of the compensation awarded* by him to the persons interested entitled thereto according to the award” [emphasis added]. From s 40(1), it is clear that an award by the Collector is non-judicial in nature. The nature of an award by the Collector is explained in N Khublall, *Compulsory Land Acquisition — Singapore and Malaysia* (Butterworths Asia, 2nd Ed, 1994) at pp 100–101 as follows:

The Collector’s function is merely administrative ... in Singapore, provision is made in the Act for any person interested to have a judicial determination of the compensation he is entitled to receive. The proceedings before the [Board] are of a judicial nature ... However, the fact that the tribunal is labelled ‘Appeals Board’ and the word ‘appeal’ has been used extensively in the Act ... does not strictly imply that the proceedings before the Board are in the nature of an appeal from the decision of the Collector. In the first place, *the Collector’s inquiry is non-judicial, and his determination as to the amount of compensation in his award is not analogous to a determination arrived at judicially. The award cannot be treated legally as a decision; it is in law an offer or tender of compensation, determined by the Collector, to the owner of the*

property. Upon a refusal to accept the award, a dispute arises and the aggrieved landowner or other persons interested may decide to have the matter judicially decided by the [Board] ... [footnote omitted; emphasis added]

Given that the Collector’s award is non-judicial in nature and is merely an offer of compensation, it accords with logic and common sense for the Board to be required, on an appeal, to make a *judicial determination* on the *entire* amount of compensation to be awarded. This is achieved by the Board considering the Collector’s award (and therefore the issue of compensation) as *a whole* and then making a single composite award in respect of *both* the *disputed and undisputed* portions of the Collector’s award.

37 As a result, the legislative scheme of the Act led us to conclude that the reference to “award, as determined by the Board” in s 29(2) can only be to the single composite award of compensation made by the Board in respect of *both* the disputed and undisputed portions of the Collector’s award.

Extraneous material

38 It is well established that extraneous material may be referred to in three situations: first, to confirm the ordinary meaning of a provision; second, to ascertain the meaning of a provision where it is ambiguous or obscure; and third, when the ordinary meaning of a provision leads to a manifestly absurd or unreasonable result: see s 9A(2) of the Interpretation Act (Cap 1, 2002 Rev Ed) and *Kong Hoo (Pte) Ltd and another v Public Prosecutor* [2019] 1 SLR 1131 at [72].

39 In our judgment, the legislative history of the Act confirms the ordinary meaning of “award, as determined by the Board” in s 29(2) that we have found – *viz*, that it refers to the total composite amount awarded by the Board on *both*

the portions of the Collector’s award which were *disputed and undisputed* before it.

40 One of the Act’s earliest legislative predecessors is The Acquisition of Land for Public Purposes Ordinance 1890 (SS Ord No 6 of 1890) (“1890 Ordinance”). Section 23 of the 1890 Ordinance (“s 23”) states as follows:

23. *The amount of compensation to be awarded for land acquired under this Ordinance shall be made up of the following particulars:—*

- (a) the market-value at the date of the declaration made under section six;
- (b) the damage (if any) sustained by the person interested at the time of awarding compensation by reason of severing such land from his other land;
- (c) the damage (if any) sustained by the person interested at the time of awarding compensation by reason of the acquisition injuriously affecting his other property whether moveable or immoveable in any other manner or his actual earnings; and
- (d) if in consequence of the acquisition he is compelled to change his residence or place of business the reasonable expenses (if any) of such change.

[emphasis added]

And s 33(1)(a) of the 1890 Ordinance (“s 33(1)(a)”) states as follows:

33. (1)—*Every award made under this Part shall be in writing signed by the Judge and the assessors or assessor (if any) concurring therein and shall specify:—*

- (a) *The amount awarded under sub-section (a) of section twenty-three and the amounts (if any) respectively awarded under sub-sections (b) (c) and (d) of the same section together with the grounds of awarding each of the said amounts.*

[emphasis added]

41 Sections 23 and 33(1)(a) of the 1890 Ordinance, read together, require the Judge and the assessor(s) – later replaced by the Board – to consider the four components of a claim for compensation laid down exhaustively in s 23, and to then specify the amount awarded under each of the four components (where applicable). As s 23 states, these four components will then “ma[k]e up” the “amount of compensation to be awarded”. Sections 23 and 33(1)(a) thus make it clear that the Board in hearing an appeal, is to consider the matter of the *entire* compensation to be awarded, and to issue a single composite award after doing so. Provisions similar to ss 23 and 33(1)(a) can be found in ss 25 and 33 of the Land Acquisition Ordinance 1920 (SS Ord No 28 of 1920), ss 25 and 32 of the Land Acquisition Ordinance (SS Cap 128, 1936 Rev Ed), and ss 26 and 33 of the Land Acquisition Ordinance (Cap 248, 1955 Rev Ed).

42 The legislative history of the Act therefore confirms the ordinary meaning of “award, as determined by the Board” in s 29(2) that we have found – *viz*, that it refers to the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed and undisputed* before it.

The legislative purpose

43 We now turn to consider the legislative purpose of the Act and, more specifically, the legislative purpose of s 29(2) itself.

44 The general legislative purpose of the Act is to provide for land acquisition in Singapore. This is apparent from its provisions, which, amongst other things, empower the Government to acquire land and provide for awards of compensation for those affected by such acquisitions. In line with the Act’s overall purpose of regulating land acquisition in Singapore, the legislative

purpose of s 29(2) is to ensure that judicial time and resources are not wasted on appeals that relate solely to questions of fact and appeals on claims that have been determined by the Board to be low in value (*ie*, valued at below \$5,000).

45 In our judgment, the ordinary meaning of “award, as determined by the Board” that we have found – that it refers to the total composite amount awarded by the Board on both the portions of the Collector’s award which were disputed and undisputed before it – is entirely consistent with the legislative purpose of s 29(2). Such an interpretation of s 29(2) would prevent wastage of judicial time and resources by barring appeals where the Board has determined that the claim, *as a whole*, is low in value.

The proper interpretation

46 We have found that, in the light of the legislative scheme of the Act, the only possible interpretation of “award, as determined by the Board” in s 29(2) is that it refers to the total composite amount awarded by the Board on *both* the portions of the Collector’s award which were *disputed* before it *and* the portions of the Collector’s award which were *not disputed* before it. We have further found that such an interpretation is confirmed by the extraneous material relating to the Act and the legislative purpose of s 29(2). The proper interpretation of “award, as determined by the Board” in s 29(2) is therefore that that provision refers to the total composite amount awarded by the Board on both the portions of the Collector’s award which were disputed and undisputed before it.

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47 On the proper interpretation of s 29(2), the “award, as determined by the Board” in the present case was \$36,342,327.17. The \$5,000 threshold for an

appeal to this Court was thus satisfied, and there was therefore no basis whatsoever to strike out YCH's notice of appeal in CA 130/2019.

Conclusion

48 For the above reasons, we dismissed the application to strike out YCH's notice of appeal in CA 130/2019. We also ordered the Collector to pay YCH costs in the amount of \$20,000 (inclusive of disbursements) and that the usual consequential orders are to apply.

Andrew Phang Boon Leong
Judge of Appeal

Judith Prakash
Judge of Appeal

Woo Bih Li
Judge

Nish Kumar Shetty, Krishna Elan, Lua Jing Ing Priscilla and
Ian Choo (Cavenagh Law LLP) for the appellant;
Jeyendran s/o Jeyapal, Tang Shangjun and Lim Wei Wen, Gordon
(Attorney-General's Chambers) for the respondent.
