

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

[2026] SGHC 28

Originating Application No 1370 of 2025 (Summonses Nos 3715, 3719 and
3720 of 2025)

Between

Lim Kim Huat Building
Construction Pte Ltd

... Claimant

And

LBD Engineering Pte Ltd

... Defendant

EX TEMPORE JUDGMENT

[Civil Procedure — Extension of time]
[Civil Procedure — Stay of enforcement]
[Building and Construction Law — Building and Construction Industry
Security of Payment Act 2004]

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Lim Kim Huat Building Construction Pte Ltd
v
LBD Engineering Pte Ltd

[2026] SGHC 28

General Division of the High Court — Originating Application No 1370 of 2025 (Summonses Nos 3715, 3719, and 3720 of 2025)

Andre Maniam J

29 January, 9 February 2026

9 February 2026

Andre Maniam J:

Introduction

1 The claimant obtained an order of court granting it permission to enforce an adjudication determination dated 14 November 2025 (“AD”) against the defendant, in the same manner as a judgment or order of court (the “Enforcement Order”).

2 In response, the defendant filed three applications:

- (a) HC SUM 3720/2025 (“SUM 3720”) – for an extension of time to file HC/SUM 3715/2025 (“SUM 3715”), the defendant’s application to set aside the Enforcement Order;
- (b) SUM 3715 – the setting-aside application described above; and

(c) SUM 3719 – for a stay of enforcement of the Enforcement Order pending the final determination of the setting-aside application, *ie*, SUM 3715.

Background

3 The claimant was a sub-contractor to the defendant in respect of a building project. Pursuant to the Building and Construction Industry Security of Payment Act 2004 (“SOP Act”), the claimant made a payment claim, proceeded with adjudication, and obtained the AD for \$1,994,392.02 (before GST) plus 90% of the costs of the adjudication (such costs comprising the application fee of \$654 (inclusive of GST) and the adjudicator’s fee of \$30,411 (inclusive of GST)).¹ The total sum due from the defendant to the claimant under the AD was thus \$2,201,845.80, comprising \$2,173,887.30 (inclusive of GST) on the claimant’s payment claim, and \$27,958.50 (inclusive of GST) being 90% of the costs of the adjudication.

4 Pursuant to s 22(1) of the SOP Act, the defendant was liable to pay the claimant that sum of \$2,201,845.80, but the defendant paid nothing.

5 By this originating application, on 2 December 2025 the claimant applied pursuant to s 27 of the SOP Act for the Enforcement Order; the Enforcement Order was made on 3 December 2025.

6 Specifically, the court granted the claimant permission to enforce the AD in the same manner as a judgment or order of court to the same effect, and for judgment to be entered against the defendant for:

¹ The AD is exhibited at p 57 of the claimant’s Mr Lim Seow Peng’s affidavit dated 2 December 2025 (“Lim’s 2 December 2025 affidavit”).

- (a) the adjudicated amount of \$2,173,887.30 (inclusive of GST);
- (b) interest at the rate of 5.33% per annum on the adjudicated amount, computed from 24 November 2025 to the date of full payment;
- (c) \$27,958.50 (inclusive of GST) being 90% of the costs of the adjudication;
- (d) interest at the rate of 5.33% per annum on the aforesaid sum of \$27,958.50 from the date of the Enforcement Order to the date of full payment; and
- (e) costs of \$2,554.40.

7 The Enforcement Order was served on the defendant on 8 December 2025, but the defendant still paid nothing.

8 Instead, on 23 December 2025 the defendant filed SUM 3720, SUM 3715, and SUM 3719 as described at [1] above. I address the summonses in this sequence.

SUM 3720 – for extension of time

When was the Enforcement Order served on the defendant?

9 The defendant filed an application for an extension of time, while maintaining that it does not need one. Its application is made in the event that the court determines that the Enforcement Order was served on 8 December 2025, in which case SUM 3715 (the setting-aside application) would have been filed one day late. In oral submissions, counsel for the defendant expressly accepted that the defendant had to file SUM 3715 within 14 days after being

served with the Enforcement Order: that is laid down by Order 36 rule 2(4), Rules of Court 2021 (“ROC 2021”), which is cited in the Enforcement Order itself.

10 On 8 December 2025, the Enforcement Order was served on the defendant at the defendant’s registered office. Receipt of the Enforcement Order was acknowledged by a representative of the defendant. On the copy of the covering letter that was returned to the claimant’s lawyers, the defendant’s representative applied the defendant’s company stamp and signed against that, with the date and time of receipt written as 8 December 2025, 2.45pm.

11 The defendant “[does] not dispute that a document was physically handed over to the Defendant’s premises on that date [*ie*, 8 December 2025]”² but says that the acknowledgment of receipt “was a general acknowledgment of receipt of documents and was not made by [Mr Ku Soon Yan, the defendant’s Head of Contracts and Tender], nor by any director or officer authorised to accept service of court process on behalf of the Defendant”,³ and that the Enforcement Order “was only identified, processed, and brought to management’s attention on 9 December 2025”.⁴ Accordingly, the defendant says that the Enforcement Order was not served on 8 December 2025.⁵

12 The defendant’s written submissions did not further address the defendant’s contention that the Enforcement Order was only served on 9

² [4] of the defendant’s Mr Ku Soon Yan’s second affidavit dated 23 December 2025 (Ku’s second affidavit”).

³ [6] of Ku’s second affidavit.

⁴ [6] of Ku’s second affidavit.

⁵ [5] of Ku’s second affidavit.

December 2025 and not 8 December 2025 (when it was received by the defendant at the defendant's registered office), and no legal authorities have been cited to support the defendant's contention

13 Order 7 Rule 3(a)(ii), ROC 2021, provides that in the case of an entity, ordinary service of a document may be effected by leaving the document at its registered or principal office.

14 Further, Order 7 rule 3(f), ROC 2021, provides that ordinary service of a document may be effected in any manner provided under any written law, and s 387 of the Companies Act 1967 provides that a document may be served on a company by leaving it at the registered office of the company.

15 The Enforcement Order was served on the defendant on 8 December 2025 as it was left at the defendant's registered office. Indeed, receipt was acknowledged that day by a representative of the defendant.

16 The defendant's setting-aside application by SUM 3715 was thus filed one day late, and the defendant needs an extension of time.

Should the defendant be granted an extension of time?

17 The defendant acknowledges that four recognised factors for the grant of an extension of time are: the length of the delay, the reasons for the delay, the merits of the substantive application, and any prejudice to the other side.⁶

⁶ Defendant's submissions, [45].

18 On the length of the delay, the defendant submits that the delay is short, minimal, “technical”, and satisfactorily explained.⁷ In *Newspaper Seng Logistics Pte ltd v Chiap Seng Productions Pte Ltd* [2023] SGHC(A) 5, the Appellate Division did not regard a one-day delay (relative to a 28-day period to appeal) as being *de minimis*. Likewise, I do not regard the one-day delay in the present case (relative to a shorter, 14-day, period to apply for setting-aside) to be *de minimis*, but it is a short delay.

19 On the reasons for delay, I am not satisfied with the defendant’s explanation. The defendant says that its internal copy of the covering letter enclosing the Enforcement Order bore a “received” date stamp of 9 December 2025, but it acknowledges that its representative actually received the documents on 8 December 2025. There is no explanation why the defendant’s representative would (in relation to the claimant’s lawyers) acknowledge that the defendant had received the documents on 8 December 2025, and yet the date of receipt for internal purposes was reflected as 9 December 2025. The fact that the defendant concedes that the documents were received on 8 December 2025 indicates that the defendant must have made internal inquiries and/or must have had some record of when the documents were received, but no further explanation has been offered, nor has the court heard from the representative who received the documents.

20 In relation to the merits of the substantive application, I find that the substantive application is hopeless. That being the case, as explained in *Lee Hsien Loong v Singapore Democratic Party* [2008] 1 SLR(R) 757 at [20], where the substantive application is a hopeless one, “notwithstanding even a very short

⁷ Defendant’s submissions, [47]–[47].

delay, an extension of time will generally not be granted by the court simply because to do so would be an exercise in futility, resulting in a waste of time as well as resources for all concerned.”

21 In the present case, given that the substantive application is hopeless (as I explain in the next section), and moreover the defendant has not given a satisfactory explanation of the delay (though short, being for one day), I dismiss the application for extension of time.

22 It follows that SUM 3715 (the setting-aside application) fails as well, as does SUM 3719 (the application for stay of enforcement pending the final determination of the setting-aside application).

SUM 3715 – to set aside the Enforcement Order

23 I consider the substantive application, *ie*, the setting-aside application (SUM 3715) to be hopeless for two reasons:

- (a) the defendant has not paid into court as security the unpaid portion of the adjudicated amount that it is required to pay, as required under s 27(5) of the SOP Act; and
- (b) in any event, there is no basis to set aside the Enforcement Order.

Payment of security under s 27(5) of the SOP Act

24 Section 27(5) of the SOP Act states that:

Where any party to an adjudication commences proceedings to set aside the adjudication determination or the judgment obtained pursuant to this section, that party must pay into the court as security the unpaid portion of the adjudicated amount that that party is required to pay, in such manner as the court

directs or as provided in the Rules of Court, pending the final determination of those proceedings.

25 Order 36 r 3(2), ROC 2021, provides that the security in question is to be provided “at the time of filing the application”.

26 By correspondence dated 26 December 2025, the defendant’s lawyers sought to explain the defendant’s failure to provide the requisite security, on the basis that the defendant did not seek to set aside, stay, or vary the AD itself; it was seeking relief only in respect of the Enforcement Order. That excuse does not work.

27 While the defendant ostensibly did not seek to set aside the AD, its setting-aside application sought:

(a) to set aside the Enforcement Order which gave the claimant permission to enforce the AD, and permission to enter judgment in terms of the AD;

(b) to prevent the claimant from relying on the Enforcement Order to enforce the AD; and

(c) to restrain the claimant from taking any steps to enforce the AD, including by insolvency proceedings.

28 In *Lau Fook Hoong Adam v GTH Engineering & Construction Pte ltd* [2015] 4 SLR 615 (“*Lau Fook Hoong*”), the court dealt with an application for a declaration that an adjudication determination was “null and void” and a declaration that the adjudicator “has no jurisdiction to adjudicate the matter”. The court held (at [29]) that if the application had succeeded, it would have led

to the conclusion that the adjudication determination should be set aside, such that the payment obligations flowing from that adjudication determination were extinguished, and “regardless of the form of the applications from which challenges against adjudication determinations are brought, challenges against adjudication determinations must be regarded as being effectively setting-aside applications governed by s 27(5) of the SOPA.”

29 In similar vein, the defendant’s setting-aside application seeks to render the AD unenforceable, while ostensibly not seeking to set aside the AD. The application seeks to stay the AD although the defendant claims it is not seeking to do so.

30 The Enforcement Order made pursuant to s 27(1) of the SOP Act granted the claimant permission to enforce the AD in the same manner as a judgment or order of court to the same effect; and with that permission granted, s 27(2) of the SOP Act allowed the claimant to enter judgment in terms of the AD. The defendant’s setting-aside application seeks to undermine this statutory scheme.

31 If the defendant’s application were to succeed, the AD would be rendered unenforceable, and incapable of being the basis of a judgment against the defendant; presumably the defendant would just continue not paying the adjudicated amount. In line with *Lau Fook Hoong*, the defendant’s setting-aside application must be regarded as an application “to set aside the adjudication determination or the judgment obtained pursuant to [s 27]” within s 27(5) of the SOP Act.

32 Moreover, Order 36 rule 2(4), ROC 2021, stipulates a 14-day period (after service of an enforcement order) within which the debtor may apply to set

aside an adjudication determination. As noted at [9] above, counsel for the defendant expressly recognised that Order 36 rule 2(4), ROC 2021, set the relevant deadline in relation to which the defendant sought an extension of time. It necessarily follows that SUM 3715 is an application “to set aside the adjudication determination” within Order 36 rule 2(4), ROC 2021, and s 27(5) of the SOP Act.

33 Pursuant to s 27(5) of the SOP Act and Order 36 rule 3(2), ROC 2021, the defendant had to pay into court as security the unpaid portion of the adjudicated amount, at the time it filed the setting-aside application; but it did not do so. The court in *Lau Fook Hoong* regarded the requirement for provision of security under s 27(5) of the SOP Act to be a strict one (at [27]); failure to provide security would justify dismissal of the application (at [31]). With respect, I agree with that.

No basis on which to set aside the Enforcement Order

34 The defendant seeks to set aside the Enforcement Order on the basis that “there remains a genuine and substantial dispute between the parties, a material cross-claim by LBD, and an operative agreement requiring disputes to be resolved by mediation and arbitration.”

35 Adjudication determinations have temporary finality. As stated in s 21(1)(b) of the SOP Act: “An adjudication determination made under this Act is binding on the parties to the adjudication..., unless or until ... the dispute is finally determined by a court or tribunal or at any other dispute resolution proceeding”.

36 The temporary finality of adjudication determinations has also been recognised by the Court of Appeal in *WY Steel Construction Pte Ltd v Osko Pte Ltd* [2013] 3 SLR 380 (“*WY Steel*”) at [18] and [20], and *Vinod Kumar Ramgopal Didwania v Hauslab Design & Build Pte Ltd* [2017] 1 SLR 890 at [30]–[31].

37 As explained in *WY Steel* at [20], temporary finality is “the idea that the parties to a construction contract should ‘pay now, argue later’”, and “[t]he appeal of this philosophy is apparent: payments, and therefore cash flow, should not be held up by counterclaims and claims for set-offs that may prove to be specious at the end of lengthy and expensive proceedings that have to be undertaken in order to disentangle the knot of dispute claims and cross-claims.”

38 The defendant recognises that adjudication determinations have “temporary finality”⁸ but argues that this means the court *should not permit* adjudication determinations to be enforced, or judgments to be entered in terms of adjudication determinations; the court should simply leave the parties to proceed to a final determination of their disputes; and in the meantime the defendant need not pay anything (and correspondingly the claimant would not receive anything) on the AD for more than \$2 million.

39 This is completely contrary to the concept of temporary finality per the SOP Act and caselaw. Instead of “pay now, argue later” (*WY Steel* at [20]), the defendant would like to pay nothing until all the arguments have been made, and the parties’ disputes finally determined.

⁸ Defendant’s submissions, [11]–[17].

40 “Pay now, argue later” is given statutory effect by SOP Act provisions such as s 22 which requires a respondent to pay the adjudicated amount within prescribed time periods, s 18(3) which requires a respondent to pay the adjudicated amount to the authorised nominating body if it wishes to apply for adjudication review, and s 27(5) which requires a respondent who applies to set aside an adjudication determination or the judgment obtained pursuant to s 27 to pay the unpaid part of the adjudicated amount into court as security. The common theme is, the respondent must pay the adjudicated amount.

41 Further, s 27 of the SOP Act allows adjudication determinations, with the permission of the court, to be enforced in the same manner as a judgment or an order of the court to the same effect; and where permission of the court is so granted, judgment may be entered in the terms of the adjudication determination. Pursuant to Order 36 rule 2, ROC 2021, the application for permission to enforce an adjudication determination is made on a “without notice” basis – the respondent is not expected to play any role at that stage. As discussed above at [23]–[33], the SOP Act leaves it up to the respondent whether to apply to set aside an adjudication determination, or a judgment entered pursuant to s 27; if so, the respondent must pay the unpaid portion of the adjudicated amount into court as security.

42 If the defendant were right, a court should never allow enforcement of an adjudication determination which has temporary finality, because an adjudication determination only has temporary finality. That plainly flies in the fact of the SOP Act provisions, and the authorities.

43 More specifically, the defendant relies on its “Supply Debt” cross-claim as a basis to set aside the Enforcement Order. It has quantified that claim at

approximately \$362,881.81 inclusive of GST.⁹ It recognises that the Supply Debt cross-claim was not substantively determined in the AD,¹⁰ and adds that it is not saying that the adjudicator erred on the merits.¹¹

44 The adjudicator addressed the matter of deductions and back-charges at Section J of the AD.¹² He noted at [70(1)] of the AD¹³ that in the adjudication response, the defendant (respondent) stated that it was entitled to impose deductions amounting to \$524,169.18. However, there were no “present” deductions raised in the relevant payment response (PR 20) – see [71(1)] of the AD.¹⁴ PR 20 stated the defendant’s response amount / “Net amount due” of “- /nil, *ie*, no back-charges or deductions formed part of the response amount at all; accordingly, pursuant to s 15(3) of the SOP Act, the adjudicator could not take into account any back-charges or deductions – at [71(5)]–[71(6)] of the AD.¹⁵

45 What the defendant is left with, is a disputed and unadjudicated cross-claim. The court in *AES Façade Pte Ltd v WYSE Pte Ltd* [2017] 5 SLR 640 (“*AES Façade Pte Ltd*”) at [34]–[73] held that this was not a basis on which an enforcement order can be set aside, and, with respect, I agree.

⁹ [21]–[23] of Ku’s first affidavit.

¹⁰ [25] of Ku’s first affidavit.

¹¹ [30] of Ku’s first affidavit.

¹² Lim’s 2 December 2025 affidavit, p 100.

¹³ Lim’s 2 December 2025 affidavit, p 100.

¹⁴ Lim’s 2 December 2025 affidavit, p 102.

¹⁵ Lim’s 2 December 2025 affidavit, p 102.

46 In any event, the defendant has quantified its cross-claim as being only approximately \$362,881.81 inclusive of GST, which is only approximately one-sixth of the adjudicated amount of over \$2 million. Even if the cross-claim were a basis (which it is not) to resist the temporary finality of the AD, that could only be to the extent of the cross-claim, leaving a substantial balance still owing by the defendant to the claimant.

47 As I have refused an extension of time, SUM 3715 was filed out of time. In any event, it is hopeless. I dismiss SUM 3715.

SUM 3719 – for stay of enforcement of the Enforcement Order

48 The defendant applies for a stay of enforcement of the Enforcement Order pending the final determination of the setting-aside application, *ie*, SUM 3715.

49 With the dismissal of SUM 3715, I have determined it, rendering SUM 3719 moot. In the context of the SOP Act, and specifically s 27(5), the phrase “final determination” in relation to a setting-aside application means the first instance determination of such an application, and does not extend to a potential appeal: *AES* at [94]–[97], following *Hyundai Engineering & Construction Co Ltd v International Elements Pte Ltd* [2016] 4 SLR 626 at [40].

50 In any event, there is no basis for the stay of enforcement sought in SUM 3719.

51 *WY Steel* at [59] recognised that the court retained the power to stay the enforcement of an adjudication determination, where it is necessary to do so in order to secure the ends of justice. As stated in *WY Steel* at [70]:

...a stay of enforcement of an adjudication determination may ordinarily be justified where there is clear and objective evidence of the successful claimant's actual present insolvency, or where the court is satisfied on a balance of probabilities that if the stay were not granted, the money paid to the claimant would not ultimately be recovered if the dispute between the parties were finally resolved in the respondent's favour by a court or tribunal or some other dispute resolution body.

52 A stay will not readily be granted (*WY Steel* at [71]); the threshold is a high one (*WY Steel* at [72]).

53 The defendant did not bring itself within the grounds recognised in *WY Steel* at [70]; indeed, it did not even try to do so. The claimant stated affirmatively that it "is not impecunious" and pointed out that "the Defendant has not even sought to argue that the claimant is in any way insolvent and that the money paid to it may not be recovered if a stay is not granted."¹⁶ Nor was it otherwise necessary to stay execution to secure the ends of justice. On the contrary, what would secure the ends of justice, is for the defendant to pay the claimant.

54 In similar vein with my observation at [46] above on the relative quantum of the defendant's cross-claim as compared to the adjudicated amount, even if the defendant's cross-claim were a basis (which it is not) for staying enforcement of the adjudicated amount, that could only be to the extent of the cross-claim, leaving a substantial balance still owing by the defendant to the claimant.

55 I dismiss SUM 3719.

¹⁶ Lim's 5 January 2026 affidavit at [9].

Conclusion

56 For the above reasons, the claimants' applications by SUM 3720, SUM 3715, and SUM 3719 are all dismissed.

57 Having heard further from counsel, I order the defendant to pay the claimant the following costs and disbursements (as sought by the claimant):

- (a) for SUM 3715, \$12,000 in costs and \$473.65 in disbursements (including any disbursements incurred for the other summonses);
- (b) for SUM 3720, costs of \$2,000;
- (c) for SUM 3719, costs of \$3,000.

58 Counsel for the defendant did not dispute the costs and disbursements sought by the claimant, save that he suggested \$8,000 instead of \$12,000 as costs for SUM 3715.

Andre Maniam
Judge of the High Court

Amanda Koh Jia Yi and Lee Peng Khoon Edwin (Allied Gateway
LLC) for the claimant;
Vinodh s/o Visvanathan (JK Law Chambers) for the defendant.
