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DISTRICT JUDGE
EVANS NG
09 JUNE 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 195

District Court Originating Claim No 1254 of 2024

Between

Nirmala d/o Thangavellu

... Claimant

And

Acestes Pte. Ltd.

... Defendant

JUDGMENT

[Civil Procedure] — [Costs]

[Civil Procedure] — [Offer to settle]

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Nirmala d/o Thangavellu
v
Acestes Pte. Ltd.

[2026] SGDC 195

District Court Originating Claim No 1254 of 2024
District Judge Evans Ng
8 June 2026

9 June 2026

Judgment reserved.

District Judge Evans Ng:

1 The Claimant injured her ankle while working as a security officer at a condominium. I dismissed her negligence claim against her employer on 25 May 2026: see *Nirmala d/o Thangavellu v Acestes Pte. Ltd.* [2026] SGDC 177. The parties were directed to file costs submissions within two weeks if they cannot agree on the costs of the proceedings, and they could not indeed. The Defendant's solicitors filed submissions that seek, among other things, \$20,000¹ or \$25,000² in party-and-party costs. That two figures should rear up from the same summation done twice by the Defendant's solicitors holds true to form. They had a tin ear for their own impermissible questions at trial.³ And their eyes

¹ Defendant's Costs Submissions, para 1.

² Defendant's Costs Submissions, para 10.

³ Notes of Evidence, 18 March 2026, 96/1-97/9.

could not alight on the holding in my judgment, prompting them to write to the Court⁴ to ask: “For the avoidance of doubt, can we confirm that Your Honour has dismissed the Claimant’s case with costs.” On the other hand, radio silence issued from the Claimant’s lawyers at the close of business on 8 June 2026. So I was left to write the following judgment without either counsel’s assistance.

2 Costs shall follow the event. During the parties’ costs negotiations, the Claimant’s solicitors proposed to the Defendant that the Claimant should not have to bear costs because she is impecunious.⁵ But that is rarely a sufficient reason for departing from the general rule. It is not an unfair rule too, especially where a litigant is represented, because their solicitors must have had advised them at the outset that they shall have to pay costs to the other party if they are unsuccessful in the proceedings: r 17(3)(b) of the Legal Profession (Professional Conduct) Rules 2015.

3 One might also doubt the Claimant’s alleged impecuniosity on the face of things. She has been able to pay her own disbursements for court filing fees and transcription fees of around \$1,400. She can afford to instruct a quad of senior lawyers (namely, Mr Dube Vinod Kumar (called in 1979), Mr R Kalamohan (called in 1983), Ms Mary Magdeline Pereira (called in 2002), and Ms Shanthi Elavarasi d/o R Kalamohan (called in 2011)) from two different firms to collaborate and work on her claim since May 2022, at the latest. Throughout their labours, her lawyers have not filed an application to discharge themselves on the ground of non-payment of fees. There is also, at present, no allegation from the Claimant that she had taken the “bait” of entering into a contingency fee arrangement with her lawyers — a transaction prohibited in

⁴ Other Hearing Related Requests filed by the Defendant’s solicitors on 25 May 2026.

⁵ Other Supporting Document filed by the Defendant’s solicitors on 4 June 2026.

Singapore under s 107(1)(b) and s 107(3) of the Legal Profession Act 1966 — that frees her from paying their legal fees out of her own pocket: *Law Society of Singapore v Lau See Jin Jeffrey* [2017] 4 SLR 148 at [30(c)]. I now address the Defendant’s position.

4 The Defendant seeks costs on an indemnity basis by relying on an offer of amicable resolution that it served on the Claimant before the trial, pursuant to O 5 r 2 of the Rules of Court 2021.⁶ Its terms are that the Claimant shall discontinue the action and pay the Defendant’s costs and disbursements, which means the Claimant is to yield fully. That is the antithesis of a compromise. The offer lacks any element that would induce or facilitate settlement and cannot be considered a “genuine” offer: *Singapore Airlines Ltd and anor v Fujitsu Microelectronics (Malaysia) Sdn Bhd and others* [2001] 1 SLR(R) 38 at [10] and [11]. It is also hard to tell how the offer’s terms are more favourable to the Claimant than the judicial outcome. The offer therefore fails to alter the Defendant’s entitlement to costs on the standard basis.

5 The Costs Guidelines in the State Courts Practice Directions provide that the range of costs for a negligence claim is: (a) Pre-trial Work - \$9,000 to 30,000, (b) Trial Work - \$2,500 to \$6,000, and (c) Post-trial Work - Up to \$8,000. They also state that the “Court may depart from the Costs Guidelines depending on the particular circumstances of each case”.

⁶ Defendant’s Costs Submissions, paras 5 and 6, pages 16 and 17.

6 The Claimant raised no real issues of fact or law to be met by the Defendant. In ordinary circumstances, the amount of costs that such a matter attracts would be at the lowest point of the range. I shall award the Defendant costs of \$2,500 for trial work and \$1,000 for post-trial work. I depart from the Costs Guidelines in respect of the Defendant’s pre-trial work.

7 The affidavit of evidence-in-chief of the Defendant’s sole witness (Mr Haresh) was inadequately prepared. The evidence contained therein was sparse. Yet it comprised mainly hearsay and raised unfairly prejudicial or irrelevant points. This prolonged Mr Haresh’s cross-examination. All the exhibits to the affidavit were absent and improperly tendered as a separate bundle. The key piece of evidence (a video recording) was not prepared and tendered to Court in the correct medium ahead of the trial. This prevented the Court from fully reading in beforehand. Further, the photographs of the condominium’s premises adduced by the Defendant were undated and it could not be established when they were taken — these were issues that should have been detected and sorted out way before trial. Initial copies of the photographs provided to the participants of the trial were of such inferior quality that they could not resolve their contents. It is unfair to award the same measure of costs to a litigant who prepares his papers in a deficient way as one who does so properly. I therefore apply a 25% discount to \$9,000 and award \$6,750 for pre-trial work.

8 The Defendant also claims disbursements of \$1,327.70, particularised in a list,⁷ which I agree is a reasonable amount.

⁷ Defendant’s Costs Submissions, page 6.

9 In sum, I fix costs of DC/OC 1254/2024 at \$11,577.70 (all-in) to be paid by the Claimant to the Defendant. As a pre-condition to demanding or enforcing payment of costs and any related interest, I order the Defendant's solicitors to send hardcopies of the two relevant judgments to the Claimant *directly*, with her solicitors in copy: see r 7(3)(d) of the Legal Profession (Professional Conduct) Rules 2015.

10 Despite some misgivings I have about the way in which the Claimant's case was brought, I do not think it is appropriate to invite the Claimant's lawyers to show cause under O 21 r 6(2) of the Rules of Court 2021, regarding whether they should be liable to repay to the Claimant costs which the Claimant has been ordered to pay to the Defendant; or be disallowed solicitor-and-client costs as between them and the Claimant. If there were any problems with the Claimant's lawyers' treatment of this case, they ran to the root. For instance, in their letter before action written on 22 March 2024⁸ to request compensation from the Defendant's insurer, the solicitors alleged:

On the material day, when our client together with his co-worker needed to go up to the 3rd level to unhook the lifting chain on the container, our client was using the ladder and when he was coming down from the 2nd level, our client slipped and fell down when the ladder slipped off at about the height of 2.5 metre, landing on his backside. As a result, our client sustained serious injuries to his left knee.

[Emphasis in bold in original]

These allegations were not even wrong since they concerned a different client.

11 It is more appropriate for the Claimant to consider whether her lawyers have fulfilled their duties set out by the High Court in *Mookan Sadaiyakumar v Kim Hock Corp Pte Ltd and another appeal* [2020] 4 SLR 555 at [49], since

⁸ Defendant's Costs Submissions, pages 11 to 14.

only she would know the instructions she gave and the advice she received, and thereafter to proceed as she thinks fit.

Evans Ng
District Judge

Shanthi Elavarasi d/o R Kalamohan (R Kalamohan Law LLC)
(instructed) and Mary Magdeline Pereira and R Kalamohan
(Whitefield Law Corporation) for the claimant;
Hong Heng Leong and Noh Bin Abd Hamid (Just Law LLC) for the
defendant.
