

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

[2025] SGHCR 27

General Division of the High Court / Originating Claim No 607 of 2024
(Summons No 922 of 2025)

Between

Ng Zhi Liang

... Claimant

And

Voon Gie Min

... Defendant

GROUND OF DECISION

[Civil Procedure — Interim payments]

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Ng Zhi Liang

v

Voon Gie Min

[2025] SGHCR 27

General Division of the High Court — Originating Claim No 607 of 2024
(Summons No 922 of 2025)

Samuel Chan AR

6 May 2025

12 August 2025

Samuel Chan AR:

Introduction

1 HC/SUM 922/2025 (“SUM 922”) was an application by the claimant in HC/OC 607/2024 (“OC 607”) for an interim payment of \$100,000 from the defendant on account of the damages which the defendant may be held liable to pay him in OC 607.

2 I allowed SUM 922 on 6 May 2025. Given the dearth of local jurisprudence on the subject of interim payments following the introduction of the Rules of Court 2021 (“ROC 2021”), which contain provisions on interim payments that differ substantially from their predecessors in the Rules of Court (2014 Rev Ed) (“ROC 2014”), I think it appropriate to set out the full grounds of my decision.

Facts

Background to the dispute

3 The claimant and the defendant in OC 607 were involved in a road traffic accident on 6 December 2021.¹ The defendant, who was riding a motorcycle, had collided into the claimant as he was crossing a pedestrian crossing.² As a result of the accident, the claimant sustained several injuries, the most serious of which were in relation to his left leg.³ Further complications subsequently arose in respect of these injuries. In May 2022, the claimant suffered an infection in his left lower limb, which necessitated further surgical treatment from June to October 2022 and in April 2023.⁴

4 These injuries took a physical toll on the claimant. He was wheelchair-bound for eight months after the accident and had to ambulate on crutches for a period of two and a half years thereafter.⁵ At the time SUM 922 was filed, the claimant alleged that he still walked with a limp and experienced pain and stiffness in his left lower limb frequently.⁶ These ailments necessitated regular medical treatment.⁷

5 The accident also impacted the claimant financially. Not only had he spent over \$50,000 in medical and transport expenses, but he also claimed to

¹ Ng Zhi Liang’s Supporting Affidavit in HC/SUM 922/2025 (“SA”) at para 3.

² Statement of Claim (Amendment No. 1) dated 10 October 2024 in HC/OC 607/2024 at para 1.

³ SA at para 8.

⁴ SA at paras 15 to 19.

⁵ SA at para 13.

⁶ SA at paras 20 and 21.

⁷ SA at para 22.

have suffered a loss of earnings for the period from the date of the accident to the date SUM 922 was filed. The claimant ran a restaurant serving Vietnamese cuisine and, prior to the accident, managed multiple aspects of this business – from marketing and advertising to its day-to-day operations. He claimed that the accident had left him unable to work at the restaurant in the same capacity as he did previously, although he continued to work on matters which did not require his physical attendance at the restaurant.⁸

6 On 4 April 2023, the claimant filed a negligence claim against the defendant in the State Courts. The defendant was insured by Zurich Insurance & Takaful (“Zurich”), a Malaysian insurer.⁹ On 11 January 2024, the claimant applied *via* HC/OA 31/2024 (“OA 31”) to transfer the suit to the General Division of the High Court (“GDHC”). This was on the basis that the quantum of the claimant’s claim was likely to exceed \$250,000 due to the expenses which he continued to incur as a result of the accident.¹⁰ OA 31 was granted on 30 July 2024 and the matter was transferred to the GDHC and designated as OC 607. The claimant then filed an amended Statement of Claim on 10 October 2024.

7 On 3 December 2024, a consent interlocutory judgment (HC/JUD 558/2024) was entered in the claimant’s favour against the defendant for 90% of the claimant’s damages to be assessed with causation, interests, costs and disbursements reserved to the court hearing the assessment (the “Consent IJ”). As at the date on which I decided SUM 922 (6 May 2025), the hearing for the assessment of damages had yet to be fixed.

⁸ SA at paras 26 and 28.

⁹ SA at para 6.

¹⁰ See Ng Zhi Liang’s Supporting Affidavit in HC/OA 31/2024 at para 41.

8 On 4 April 2025, the claimant filed SUM 922 seeking an interim payment.

Issue to be determined

9 The sole issue in SUM 922 was whether an order for an interim payment should be granted and, if so, for how much.

The law on interim payments

The relevant legislative history and developments from the ROC 2014

10 The statutory basis for the GDHC’s power to make an order for interim payment was found in para 15 of the First Schedule to the Supreme Court of Judicature Act 1969 (2020 Rev Ed) (“SCJA”):

ADDITIONAL POWERS OF GENERAL DIVISION

[...]

Interim payment

15. Power to order a party in a pending proceeding to make interim payments to another party or to a stakeholder or into court on account of any damages, debt or other sum, excluding costs, which the party may subsequently in the proceeding be adjudged to be liable to pay.

This power was to be exercised by the GDHC in accordance with the ROC 2021: see s 18(3) of the SCJA.

11 The parties agreed that the relevant provisions governing the exercise of this power, and therefore SUM 922, were found in O 13 r 8 of the ROC 2021. Specifically, O 13 rr 8(3) and 8(4) provided as follows:

Interim payments (O. 13, r. 8)

8.—...

(3) A claimant may apply for interim payment to be made by one or more of the defendants and the claimant's affidavit must state —

- (a) the amount of the claimant's claim;
- (b) whether the defendant has admitted liability or has been found liable for any part of the claim, and if not, why the claimant believes the claimant has a strong case against the defendant; and
- (c) why the claimant requires an interim payment to be made at this stage of the proceedings.

(4) The Court may order interim payment of any amount to be made after taking into consideration all the above factors, any contributory negligence, set-off or counterclaim that the defendant has relied on and the defendant's ability to make the interim payment.

12 Before delving into the applicable principles governing an application for interim payment under O 13 r 8 of the ROC 2021, it bears highlighting that O 13 r 8 represented a marked departure from the earlier provisions on interim payments set out at O 29 rr 9 to 18 in the ROC 2014. By way of comparison, O 29 rr 11 and 12 read:

Order for interim payment in respect of damages (O. 29, r. 11)

11.—(1) If, on the hearing of an application under Rule 10 in an action for damages, the Court is satisfied —

- (a) that the defendant against whom the order is sought has admitted liability for the plaintiff's damages;
- (b) that the plaintiff has obtained judgment against the defendant for damages to be assessed; or
- (c) that, if the action proceeded to trial, the plaintiff would obtain judgment for substantial damages against

the defendant or, where there are 2 or more defendants,
against any one or more of them,

the Court may, if it thinks fit and subject to paragraph (2), order the defendant to make an interim payment of such amount as it thinks just, not exceeding a reasonable proportion of the damages which in the opinion of the Court are likely to be recovered by the plaintiff after taking into account any relevant contributory negligence and any set-off, cross-claim or counterclaim on which the defendant may be entitled to rely.

(2) No order shall be made under paragraph (1) in an action for personal injuries if it appears to the Court that the defendant is not a person falling within one of the following categories:

- (a) a person who is insured in respect of the plaintiff's claim;
- (b) a person whose means and resources are such as to enable him to make the interim payment.

Order for interim payment in respect of sums other than damages (O. 29, r. 12)

12. If, on the hearing of an application under Rule 10, the Court is satisfied —

- (a) that the plaintiff has obtained an order for an account to be taken as between himself and the defendant and for any amount certified due on taking the account to be paid;
- (b) that the plaintiff's action includes a claim for possession of land and, if the action proceeded to trial, the defendant would be held liable to pay to the plaintiff a sum of money in respect of the defendant's use and occupation of the land during the pendency of the action, even if a final judgment or order were given or made in favour of the defendant; or
- (c) that, if the action proceeded to trial, the plaintiff would obtain judgment against the defendant for a substantial sum of money apart from any damages or costs,

the Court may, if it thinks fit, and without prejudice to any contentions of the parties as to the nature or character of the sum to be paid by the defendant, order the defendant to make an interim payment of such amount as it thinks just, after

taking into account any set-off, cross-claim or counterclaim on which the defendant may be entitled to rely.

13 It should be immediately apparent that there were significant differences between O 29 rr 11 and 12 of the ROC 2014 and O 13 rr 8(3) and 8(4) of the ROC 2021. In my view, these differences called for careful examination as they would, among other things, inform the present relevance of existing case law pertaining to O 29 rr 11 and 12 and, accordingly, the legal principles which guide applications for interim payment under O 13 r 8 of the ROC 2021. It is therefore to these differences that I now turn.

14 First, the ROC 2014 provided for two separate rules for interim payments – one in respect of damages (O 29 r 11) and the other in respect of sums other than damages (O 29 r 12). The reason for this distinction was a historical one. These two rules (together with the other provisions on interim payments in the ROC 2014) were introduced in Singapore by way of the Rules of the Supreme Court (Amendment No. 2) Rules 1993. Specifically, they were adopted from the corresponding provisions in the Rules of the Supreme Court (UK) (“RSC”) in force at the time. The interim payments regime was first introduced in the UK through the Rules of the Supreme Court (Amendment No. 2) 1970 (SI 1970/944) (UK), shortly after the passing of s 20 of the Administration of Justice Act 1969 (UK). This regime, enacted in the form of Part II to O 29 of the RSC, focused on actions for damages for death and personal injuries *only*.

15 It was only in 1977 that Part III of O 29, which covered interim payments in relation to actions for possession of land, was enacted through the Rules of the Supreme Court (Amendment No. 3) 1977 (SI 1977/1955) (UK). When Part II and Part III of O 29 were eventually amalgamated in 1980 (see the Rules of the Supreme Court (Amendment No. 2) 1980 (SI 1980/1010) (UK)), these rules

were kept distinct, with r 11 including all claims for damages and r 12 including all other claims: see *Shearson Lehman Bros Inc and others v Maclaine Watson & Co Ltd and others* [1987] 2 All ER 181 (“*Shearson*”) at 185. These rules were then transplanted into Singapore in 1993.

16 Order 13 r 8 of the ROC 2021, however, made no distinction between an interim payment in respect of damages and in respect of other claims. Instead, it encompassed any payment before trial or hearing on account of “any amount that a defendant may be held liable to pay to the claimant, excluding costs of the action”: see O 13 r 8(1) of the ROC 2021. The abolition of this historical distinction was, to my mind, a welcome simplification of the law in this area. This was especially given that the same legal principles have been recognised to apply largely in a similar way to both O 29 rr 11 and 12 of the ROC 2014: see *American International Assurance Co Ltd v Wong Cherng Yaw and Others* [2009] SGHC 89 (“*AIA(HC)*”) at [21].

17 Secondly, and more significantly, the relevant provisions under the ROC 2014 and the ROC 2021 set out distinct approaches which the court should adopt in relation to the grant of an order for interim payment. The wording of O 29 rr 11 and 12 of the ROC 2014 (and their equivalent in the RSC) had been interpreted by our courts as importing a two-stage test for the grant of an order for interim payment: see *AIA(HC)* at [21] and *Main-Line Corporate Holdings Ltd v United Overseas Bank Ltd* [2010] 2 SLR 986 (“*Main-Line*”) at [14].

18 At the first stage, the court must be satisfied that it had the power to grant an order for interim payment. This power arose upon the court’s satisfaction, on a balance of probabilities, that one of three conditions have been fulfilled. At the second stage, the court would consider whether it should

exercise its discretion to grant the order. In this regard, the court might take into account various factors, including:

- (a) Whether there was any relevant contributory negligence and any set-off, cross-claim or counterclaim on which the defendant might be entitled to rely: see O 29 rr 11(1) and 12 of the ROC 2014.
- (b) Whether there was hardship, need or prejudice to the claimant. Where interim payment was sought to mitigate hardship or need, or to avoid prejudice, a court would more readily exercise its discretion to order such payment: see *HRA Corp (SG) Pte Ltd v Cheng Mun Yip Marcus and others* [2018] SGHCR 7 at [54(a)]. It should however be noted that it was not *necessary* for such hardship, need or prejudice to be shown before an order for interim payment might be granted: see *Main-Line* at [32].
- (c) Whether there were complex issues of fact or law. The fact that there were such issues would not prevent the court from ordering an interim payment in respect of part of a complex claim where there was evidence establishing, with reasonable certainty, a minimum sum which was likely to be recoverable: see *American International Assurance Co Ltd v Wong Cherng Yaw and others* [2009] 3 SLR(R) 1117 (“*AIA(CA)*”) at [22]–[23].
- (d) Whether, where an action for personal injuries was involved, the defendant was insured in respect of the claimant’s claim or was a person whose means and resources were such as to enable him to make the interim payment: see O 29 r 11(2) of the ROC 2014.

19 Under O 13 r 8 of the ROC 2021, however, the court was entitled to make an interim payment of any amount after taking into account the three factors listed at O 13 r 8(3) (*viz*, (a) the amount of the claimant's claim; (b) whether the defendant had admitted liability or had been found liable for any part of the claim, and if not, why the claimant believed the claimant had a strong case against the defendant; and (c) why the claimant required an interim payment to be made at this stage of the proceedings), any contributory negligence, set-off or counterclaim that the defendant had relied on and the defendant's ability to make the interim payment (collectively, the "Five Factors"). On the face of the wording of O 13 r 8, there was no longer a pre-condition for the court to be satisfied that certain conditions existed before it could grant an order for interim payment.

The approach to be adopted under O 13 r 8 of the ROC 2021

20 In the light of this distinct approach set out in O 13 r 8 of the ROC 2021, it followed that the previous two-stage test was no longer the applicable test for the grant of an order for interim payment. This did not mean, however, that earlier cases which applied O 29 rr 11 and 12 of the ROC 2014 were of no instructive value in respect of applications for interim payment under the ROC 2021. To begin with, the existing body of case law expounded upon the underlying objective of the interim payments regime, which was to mitigate the hardship or prejudice to a claimant which might exist during the period from the commencement of an action to the trial: see *ALA(HC)* at [33]. In particular, any delays to the final disposal of matters falling within the scope of O 29 rr 11 and 12 – regardless of how or why they were caused – would operate primarily to the detriment of claimants. This was of especial significance in personal injury cases, where the loss of earnings or earning capacity may occasion considerable hardship to claimants and their dependents. Indeed, as observed in *United*

Kingdom, *Report of the Committee on Personal Injuries Litigation* (Cmnd 3691, 1968) (Chairman: Winn LJ) (the “Winn Report”), which first recommended the implementation of the interim payments regime in the UK, at para 77: “[t]oo many plaintiffs simply cannot wait for the day when their case will be tried”.

21 It was therefore clear that the touchstone for the grant of such orders was that of *fairness*. The court must balance (a) the hardship which a claimant might face as a result of pursuing a valid claim through the (potentially protracted) court process, against (b) the prejudice which a defendant might suffer if he were to be deprived of his own moneys before a claim against him had even been made out. In my view, this same balancing exercise lay at the heart of the new provisions on interim payments under the ROC 2021. The underlying task of the court remains the same – to order an interim payment of such amount as was just, having regard to the circumstances: see *Shearson* at 190.

22 More specifically, the Five Factors under O 13 r 8 of the ROC 2021 encompassed the various considerations which were *already* relevant under the two-stage test. While the court’s discretion in assessing the importance of each factor in the context of individual cases had clearly been broadened (*eg*, the fact that a defendant was uninsured in respect of a claimant’s claim or that the defendant did not have the means and resources to make an interim payment would no longer automatically prohibit an order for interim payment from being made), I was of the opinion that, in evaluating the Five Factors, the court should nonetheless be guided by past decisions on O 29 rr 11 and 12 of the ROC 2014 in so far as they elucidated why and how each factor was relevant to the fairness of a contemplated order. In this regard, I considered the relevance of each of the Five Factors to the court’s decision as to whether to grant an order for interim payment on the basis of the guidance which had been provided in case law.

23 The first of the Five Factors referred to the amount of the claimant's claim. One might argue that it would be somewhat of a misnomer to label this as a "factor" in the court's analysis as to *whether* an interim payment should be ordered. This was because, by itself, the amount which a claimant was claiming for in a particular matter generally had no direct bearing on the fairness of such an order being granted, given that it went neither toward showing that the claimant had (or did not have) a valid claim against the defendant nor toward demonstrating that the claimant was suffering from some hardship or prejudice in the period between the commencement of his suit and the final disposal of the matter.

24 That being said, the amount of the claimant's claim, when considered in conjunction with the quantum of the interim payment sought and the defendant's actual or expected liability (see the second factor below at [25]), might shed some light on the fairness of an order for interim payment in so far as it reflected the reasonableness of the claimant's conduct in seeking an interim payment of a specific quantum. Simply put, the smaller the quantum of the interim payment sought in relation to the amount of the claimant's claim (for which the claimant was able to demonstrate actual or expected liability on the part of the defendant), the greater the indication that the interim payment was sought only for specific, and not extraneous, purposes and therefore that an order for such payment should fairly be granted. As a separate point, the amount of the claimant's claim would also set a ceiling on the quantum of interim payment which may be ordered by the court.

25 The second factor was whether the defendant had admitted liability or had been found liable for any part of the claim, and if not, why the claimant believed the claimant had a strong case against the defendant. This factor appeared to have amalgamated the three conditions which were earlier set out

at O 29 r 11(1) and r 12 of the ROC 2014 (see [12] above). In particular, O 29 r 11(1) stated that the court must be satisfied that: (a) the defendant had admitted liability for damages; (b) the plaintiff had obtained judgment against the defendant for damages to be assessed; or (c) that if the action proceeded to trial, the plaintiff would obtain judgment for substantial damages against at least one defendant. In this regard, the court would need to be satisfied of the existence of one or more of these factors on a balance of probabilities: *Shearson* at 187.

26 What, then, was the meaning of a “strong case against the defendant” in O 13 r 8(3)(b) of the ROC 2021? In my view, this referred to the likelihood that the claimant would, on a balance of probabilities, be able to establish liability on the part of the defendant to pay a substantial sum of money if the matter were to proceed to trial. This imported the same standard (*ie*, proof on a balance of probabilities) which applied to the conditions in O 29 rr 11 and 12 of the ROC 2014. The reason for this was as follows. An interim payment constituted, for all intents and purposes, the imposition of liability before a full determination of the merits underlying a matter: see *Du Zhao Di (Suing as Committee of the Person and Estate of Jiang Hui Ping) v Lee Chee Yian (Mayban General Assurance, intervener)* [2007] SGHC 88 (“*Du Zhao Di*”) at [16]. Accordingly, by stipulating that the court had to be satisfied that the defendant would be liable for a sum of money before an order for interim payment would be granted, the provisions in the ROC 2014 ensured that orders for interim payments would only be granted if it was more probable than not that moneys ordered to be paid by the defendant would in any event belong to the claimant after the passage of trial. This position represented the balance which O 29 rr 11 and 12 struck between the potential hardship suffered by the claimant and the right of the defendant not to be unduly deprived of his moneys. This balance need not be abandoned under the ROC 2021. I saw no reason why the application of the

same standard, which would provide the court with the same reassurance that moneys ordered to be paid to the claimant would, in any event, likely belong to him after the conclusion of the trial, should not be applied to O 13 r 8 of the ROC 2021.

27 It was clear that the second of the Five Factors (*viz*, whether the defendant had admitted liability or had been found liable for any part of the claim, and if not, why the claimant believed the claimant had a strong case against the defendant) was no longer a pre-condition for the court’s power to grant an order for interim payment. Given the court’s expanded discretion to make such orders under the ROC 2021, the court might technically grant an order for interim payment even if the claimant had not shown that the defendant would likely be liable to the claimant for a substantial sum of money on the conclusion of the trial. I was however of the opinion that this factor remained of *primary importance*. This meant that while the absence of the circumstances referred to in the second factor would not necessarily preclude an order for interim payment, the court should, in my view, be slow to make such an order given the analysis in the previous paragraph.

28 On a related note, a “strong case” against a defendant need not be established in relation to the *entirety* of the claimant’s claim. All that was required was for a “strong case” to be made out against the defendant in relation to a *part* of his claim which would likely result in liability on the part of the defendant to pay the claimant a certain sum of money; this sum might then be considered by the court subsequently in deciding on the appropriate quantum of interim payment to be ordered. This meant that even where a claim comprised complicated factual issues or difficult points of law, which would inevitably impinge upon the strength of the claimant’s overall claim, the second factor would still be satisfied if the court found that there was a part of the claim for

which a strong case might be made out. This was consistent with the existing case law, which stated that the existence of complex issues of fact and law which require a full trial to resolve alone would not prevent the court from ordering an interim payment in respect of part of a complex claim where there was evidence establishing with reasonable certainty the minimum sum likely to be recoverable: *AIA(CA)* at [23].

29 The third factor pertained to the reasons why the claimant required an interim payment to be made at this stage of the proceedings. As alluded to above at [18(b)], this factor would encompass any hardship, need or prejudice on the part of the claimant. Where interim payment was sought to mitigate hardship or need, or to avoid prejudice, a court would more readily exercise its discretion to order such payment. A common example of such hardship was when the claimant was a victim of a disabling accident and was therefore incapacitated as the chief breadwinner of his family. In such a situation, an interim payment would not only ameliorate the personal hardship occasioned to the dependents of the claimant but also reduce the strain on public expenditure for the relief of such hardship: see the Winn Report at paras 71 and 80.

30 The fourth of the Five Factors referred to any contributory negligence, set-off or counterclaim that the defendant had relied on. This factor had been retained from O 29 rr 11 and 12 of the ROC 2014. Its relevance to both the appropriateness of an order and the quantum of interim payment ordered flowed from the premise that an interim payment was in essence an imposition of liability before judgment had been delivered: *Du Zhao Di* at [16]. If so, then it would be altogether sensible to assess the extent of such liability, as qualified by any contributory negligence, set-off or counterclaim, before the court might conclude as to whether an order should be granted and if so, for how much.

31 The fifth factor was the defendant's ability to make the interim payment. It should be noted that under O 29 r 11(2) of the ROC 2014, a defendant's inability to make such payments would *prohibit* an order for interim payment from being made in respect of damages. Specifically, this provision stated that such an order might only be made if it appeared to the court that the defendant was insured or whose means and resources were such as to enable him to make the interim payment. While such an absolute prohibition did not exist in the ROC 2021, the ability of the defendant to make the interim payment would continue to play a central role in the court's decision on whether to grant an interim payment. This was because the very purpose underlying an order for interim payment would be defeated if it was made against a person who was ultimately unable to make the payment. In such a situation, an application for interim payment would only serve to further deplete the claimant's (likely already strained) resources.

32 In the round, the court would need to undertake a holistic assessment of the Five Factors above to determine if it would be fair to grant an order for interim payment under O 13 r 8 of the ROC 2021 on the facts of each case.

33 At this point, I deal with counsel for the claimant's submission that the test for the quantum of interim payment to be ordered was the minimum sum which the court thought would be reasonably recoverable by the claimant, citing *Main-Line* at [20].

34 I first observed that O 29 r 11 of the ROC 2014 allowed the court to make an order of an interim payment "not exceeding a reasonable proportion of the damages which in the opinion of the court are likely to be recovered by the plaintiff...". This suggested that the appropriate quantum to be awarded under O 29 r 11 was a *portion* of the sum which the court assessed would reasonably

be recovered by the claimant, instead of the minimum sum which the court assessed would be reasonably recovered by the claimant. Order 29 r 12, on the other hand, permitted the court to make an interim payment of “such amount as it thinks just”, after taking into account any relevant set-off, cross-claim or counterclaim.

35 The idea of a “minimum sum” was introduced through the case law pertaining to applications for interim payments under O 29 r 12 of the ROC 2014. This was first referred to by the Court of Appeal in *ALA(CA)* at [24]. In that case, the Court of Appeal held that, in relation to the quantum of interim payment ordered, it should try to assess the “irreducible sum that can be paid in the exercise of its discretion”. This suggested that the test to determine the appropriate quantum would be the minimum sum that a claimant could reasonably recover. This position was confirmed by the Court of Appeal’s decision in *Main-Line* at [20], where the court held that, in balancing the interests of the parties in an application for interim payment, the court only required that there be reasonable certainty that *the proposed interim payment amount was likely to be the minimum sum recoverable*. This was also supported by the observation of Thorley J in *B2C2 Ltd v Quoine Pte Ltd* [2019] 4 SLR 204 at [21]:

... The Plaintiff has, however, indicated that it wishes to seek an interim payment and this is something that it should be possible to assess without undue delay or expense. *The objective will be to assess the minimum sum which the Plaintiff would expect to be awarded on the assessment*. Any sum which is the subject of reasonable dispute will not be awarded as part of any interim award. [emphasis added]

This was therefore the state of the law with respect to the appropriate quantum of interim payment to be ordered based on O 29 r 12 of the ROC 2014.

36 Given that O 13 r 8(4) of the ROC 2021 did not stipulate that the amount of interim payment had to be a reasonable proportion of the damages which the claimant could reasonably recover (as was the case in O 29 r 11 of the ROC 2014), I found the general rule pertaining to O 29 r 12 of the ROC 2014 helpful in providing a starting point on quantum. This starting point may then be adjusted based on the court's holistic assessment of the Five Factors. In determining what the minimum sum recoverable by the claimant was, the court would already need to consider four of the Five Factors: the amount of the claimant's claim, the expected or actual liability of the defendant, any contributory negligence, defences or counterclaims which the defendant might be relying on, and the defendant's ability to make the interim payment. This figure might then be adjusted (if necessary) with reference to the reasons why the claimant required an interim payment to be made at this stage of the proceedings.

37 In summary, the following approach should be adopted by the court in relation to applications for interim payment under O 13 r 8 of the ROC 2021:

- (a) Assess, on the basis of the Five Factors, whether an interim payment order should be made. In this regard, the second factor, pertaining to the defendant's expected or actual liability to pay a sum of money to the claimant, would be of primary importance.
- (b) If an interim payment order should be made, assess what the quantum of payment should be. The starting point on quantum should be the minimum sum recoverable by the claimant from the defendant, with adjustments made (if necessary) with reference to the Five Factors.

An order for interim payment ought to be made

38 Having considered the Five Factors in the present case, I was satisfied that an order for interim payment ought to be made.

39 First, the claimant's total claim was for the sum of \$614,285.03.¹¹ As mentioned above at [24], this suggested that the interim payment of \$100,000 which the claimant was seeking was in fact reasonable as it was only a small proportion (about 16%) of the entire claim. This would, however, be subject to a consideration of the second factor – whether the claimant could demonstrate actual or expected liability on the part of the defendant – to which I turned next.

40 Second, I was satisfied that the claimant had a strong case against the defendant for a substantial sum of money to be paid in damages. The Consent IJ stated that the defendant would be liable for 90% of damages to be assessed, albeit with causation, interest, costs and disbursements reserved to the court hearing the assessment. It was clear, however, that liability would only arise upon a subsequent finding by the court that causation had been established: see *Crapper Ian Anthony v Salmizan bin Abdullah* [2024] 1 SLR 768 at [63]. I was however satisfied that the claimant had established a strong case that causation would be made out in relation to the various heads of damages which he was claiming for, as these damages flowed from the injuries which the claimant had clearly suffered as a result of the accident. This was with the exception of the right lung pneumothorax which was allegedly caused by the accident. The initial ambulance report and discharge summary following the accident did not record

¹¹ Claimant's Written Submissions dated 2 May 2025 at p 9.

this injury.¹² Neither did a subsequent report dated 28 February 2022.¹³ The first time that this injury was reported was in a medical report dated 12 July 2023.¹⁴ On this basis, I was satisfied that the claimant, at this stage of the proceedings based on the evidence before me (and without the benefit of cross-examination), did not have a strong case, on a balance of probabilities, that the defendant's negligence caused the claimant's right lung pneumothorax.

41 Third, I considered the reasons provided by the claimant for an interim payment to be ordered at this stage of the proceedings. In this regard, the claimant's evidence was that the accident had caused him to be in "great financial difficulty".¹⁵ He had therefore been out of pocket for a long time and had to dip into his personal savings in order to provide for his family. He therefore claimed that he was unable to wait indefinitely for the conclusion of OC 607. This evidence was not contested by the defendant and I accepted it accordingly. There was also no clear indication as to when this action, which was commenced by the claimant in April 2023, would be finally disposed of. To my mind, this weighed in favour of an order for interim payment.

42 Fourth, it was not disputed that the defendant had not raised any points pertaining to contributory negligence, set-off or counterclaims.

43 Fifth, it was not disputed that the defendant had the ability to make the interim payment as the defendant was insured by Zurich at all material times. There were therefore no concerns as to any potential prejudice or hardship

¹² Affidavit of Evidence-in-Chief of Mr Ng Zhi Liang filed 26 July 2024 ("AEIC") at pp 35–37.

¹³ AEIC at p 38.

¹⁴ AEIC at p 43.

¹⁵ SA at para 32 and 35.

which an order for interim payment might cause to the defendant personally should an order be made.

44 On the whole, I was satisfied that the defendant ought to be ordered to pay the claimant an interim payment in respect of the damages which the defendant would, on a balance of probabilities, be liable for at the end of the trial. This led me to the question on quantum. I found that the quantum of \$100,000 proposed by the claimant was less than the minimum sum which would be reasonably recoverable by the claimant at the end of trial, and I therefore ordered the defendant to pay this sum to the claimant.

45 My reasoning in relation to the minimum sum which would be reasonably recoverable by the claimant at the end of trial was as follows. Having found (at [40] above) that the claimant had a strong case against the defendant for a substantial sum of money to be paid, I then considered the specific heads of damages which the claimant sought payment from the defendant for in OC 607. The claimant quantified his claims under the various heads of damages as follows:

- (a) General damages
 - (i) \$5,000 for a right ear lobe curvilinear laceration and abrasions over the forehead;
 - (ii) \$55,000 for a severe displaced comminuted open fracture of the left distal tibia and fibula and medial transverse laceration requiring multiple surgeries;
 - (iii) \$5,000 for scarring over the left lower limb;
 - (iv) \$2,000 for multiple abrasions over the lower limbs;

- (v) \$4,000 for a right lung pneumothorax suffered;
 - (vi) \$15,000 for future medical and transport expenses; and
 - (vii) \$88,400 for loss of earning capacity as the claimant expected not to be able to stand or walk for prolonged periods or to carry loads.
- (b) Special damages
- (i) \$51,615.03 for medical expenses incurred;
 - (ii) \$2,070 for transport expenses incurred; and
 - (iii) \$386,200 for pre-trial loss of income plus Central Provident Fund contributions thereon.

In total, the claimant argued that the defendant would reasonably be found liable for \$552,856.53 in damages (being 90% of \$614,285.03).

46 The defendant, on the other hand, submitted that the quantum of the claimant's losses was unjustifiable. Specifically, in relation to the claimant's claim for special damages for pre-trial loss of income, the defendant took issue with the claimant's failure to provide sufficient evidence to support his claim for loss of income,¹⁶ which included the claimant's notice of assessment for his income tax for the years 2020 to 2022 and his company's books.

47 I first addressed the claimant's claim for special damages. I was satisfied that the claimant had a strong case against the defendant in respect of the following heads of damages for \$53,685.03:

¹⁶ Defendant's Written Submissions dated 2 May 2025 ("DWS") at para 14.

- (a) \$51,615.03 for medical expenses incurred; and
- (b) \$2,070 for transport expenses incurred.

48 However, I was not satisfied that the claimant had a strong case in relation to his claim for pre-trial loss of income. In this regard, while the claimant claimed that he had paid himself the lesser sum of \$1,500 a month after the accident (as opposed to the \$11,050 salary he drew before the accident), he had adduced no evidence to show how the accident had impacted his business. There was also no evidence to show, assuming the business maintained its performance, how the difference between the claimant's pre- and post-accident salary was used or spent by the business. Given the need for the claimant to provide strict proof of actual loss (see *Wee Sia Tian v Long Thik Boon* [1996] 2 SLR(R) 420 at [15]–[16]), I was unable to conclude, at this juncture in the proceedings and on the evidence before me, that the claimant had demonstrated a strong case in relation to the quantum of damages he sought for pre-trial loss of income.

49 I then addressed the heads of general damages. As a preliminary point, I observed that the claimant in this case adopted the “component” method, by which the loss arising from each item of injury was individually quantified and then added up to estimate the overall loss that the claimant had suffered. In assessing the case which the claimant had against the defendant in damages, I was cognisant that the eventual quantum of damages awarded by the court would be a reasonable sum that reflected the totality of the claimant's injuries: *Noor Azlin bte Abdul Rahman and another v Changi General Hospital Pte Ltd* [2022] 1 SLR 689 (“*Noor Azlin*”) at [84]–[85].

50 General damages have two major components: (a) pain and suffering and loss of amenity, and (b) post-trial pecuniary losses such as the loss of future earnings: *Noor Azlin* at [56]. In relation to the former, the claimant’s counsel referred me to the assessment guidelines in Charlene Chee *et al*, *Guidelines for the Assessment of General Damages in Personal Injury Cases* (Academy Publishing, 2010) (“Personal Injury 2010 Guidelines”). I set out the respective heads of general damages (save for that pertaining to the right lung pneumothorax), the quantum claimed by the claimant for each of them and the figures provided for in the Personal Injury 2010 Guidelines (where appropriate) in the table below.

S/N	Head of general damages	Quantum claimed	Personal Injury 2010 Guidelines
1.	Right ear lobe curvilinear laceration and abrasions over the forehead	\$5,000	\$2,500 to \$5,000 for lacerations on the face \$500 to \$3,000 for multiple abrasions on any part of the body
2.	Severe displaced comminuted open fracture of the left distal tibia and fibula and medial transverse laceration requiring multiple surgeries	\$55,000	\$35,000 to \$55,000 for very severe injuries short of amputation where extensive surgery and physiotherapy are required but recovery will not be complete.

3.	Scarring over the left lower limb	\$5,000	\$5,000 to \$15,000 for multiple scars
4.	Multiple abrasions over the lower limbs	\$2,000	\$500 to \$3,000 for multiple abrasions on any part of the body
5.	Future medical and transport expenses	\$15,000	-
6.	Loss of earning capacity	\$88,400	-

51 Having referred to these guidelines, I took the view that the amount of \$67,000 claimed by the claimant in relation to S/Ns 1 to 4 above formed the minimum sum which was reasonably recoverable under these heads of general damages by the claimant. I was cognisant that, in referring to the guidelines, the court may take into account changes in purchasing power since the time of the precedent in its award of damages (see *Poongothai Kuppusamy v Huatong Contractor Pte Ltd & Other* [2023] SGHC 215 at [54]–[57]).

52 I was also satisfied that the \$15,000 claim for future medical and transport expenses reflected the minimum sum recoverable by the claimant in this respect. The quantum of this head of damages was not disputed by the defendant in his written submissions or at the hearing before me. It was also not disputed that the accident had left the claimant in a state of limited mobility, which would necessitate the making of special transport arrangements. As for the claimant’s future medical expenses, his medical report dated 12 July 2023 indicated that he would require “periodic physiotherapy and podiatry visits” and

might require “further surgical procedures to treat the ankle and foot soft tissue contractures”.¹⁷ A single procedure for complex soft tissue released was estimated at \$12,000 to \$15,000.¹⁸

53 There was, however, insufficient evidence for me to determine the minimum quantum of damages which the claimant could recover under S/N 6, even though I was satisfied that damages in respect of this head could be awarded in principle. It was trite that this was an established head of damages where, as a result of an injury, a claimant’s chances in the future of getting in the labour market work (or work as well paid as before the accident) have been diminished by his injury: *Chai Kang Wei Samuel v Shaw Linda Gillian* [2010] 3 SLR 587 (“*Samuel Chai*”) at [24]. This compensated for the risk or disadvantage which the claimant would suffer in the event that he should lose the job he currently held in securing an equivalent job in the open employment market: *Samuel Chai* at [20]. The relevant test was therefore (a) whether there was a real or substantial risk that the claimant would lose his present job at some time before the estimated end of his working life, and (b) if there was such a risk, what the present value of the risk of the financial damage the claimant would suffer if the risk materialised, having regard to the degree of the risk, the time when it might materialise and the factors which would affect the claimant’s chances of getting a job at all, or an equally well-paid job : *Samuel Chai* at [36].

54 I found that the claimant, as a seasoned businessman,¹⁹ would not be disadvantaged by his injuries in finding commensurate employment. This was because his relevant skills in managing a business would remain of relevance

¹⁷ AEIC at p 45.

¹⁸ AEIC at p 45.

¹⁹ DWS at para 21.

even in the light of his injuries. It would also be open to him to embark on new business ventures. I therefore concluded that there was a lower risk that he would lose his job before the end of his working life and be unable to find commensurate employment. This meant, in my view, that a low award was warranted: see *Moeliker v A Reyrolle & Co Ltd* [1977] 1 WLR 132 at 143. Given my conclusion at [55] below, however, I found no need to determine a specific quantum which the claimant could reasonably recover for this head of damages.

55 In sum, I assessed the minimum sum recoverable by the claimant to be \$122,116.53 (being 90% of \$67,000 + \$15,000 + \$53,685.03). As this exceeded the quantum of interim payment that the claimant was seeking by a fair margin, I was satisfied that the proposed quantum of \$100,000 was reasonable. In any event, even if this amounted to an overpayment, O 13 r 8(9) of the ROC 2021 accounted for the contingency of overpayment as the court could subsequently order a claimant who received interim payment to repay all or part of the interim payment received if the court subsequently found that the defendant was liable for an amount less than the interim payment made.

56 Finally, I ordered the defendant to pay the claimant the sum of \$100,000 by way of interim payment within 21 days from the date of my decision as opposed to the initial 7-day timeline asked for by the claimant. This, in my view, accorded sufficient time for Zurich, as a foreign insurer, to comply with the order.

Conclusion

57 For the reasons above, I allowed the claimant's application in SUM 922 and proceeded to hear parties on costs.

Samuel Chan
Assistant Registrar

Vanessa Sandhu (Clifford Law LLP) for the claimant;
Samson Woon Wing Thai (Securus Legal LLC) for the defendant.
