

**IN THE SINGAPORE INTERNATIONAL COMMERCIAL COURT OF THE
REPUBLIC OF SINGAPORE**

[2025] SGHC(I) 20

Originating Application No 20 of 2024 and Summons No 12 of 2025

Between

DOI

... Claimant

And

(1) DOJ
(2) DOK
(3) DOL

... Defendants

JUDGMENT

[Civil Procedure — Costs]

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DOI
v
DOJ and others and another matter

[2025] SGHC(I) 20

Singapore International Commercial Court — Originating Application No 20 of 2024 and Summons No 12 of 2025

Roger Giles IJ

6 June 2025

6 August 2025

Roger Giles IJ:

Introduction

1 The substantive judgment (“the Judgment”) was given on 5 May 2025: *DOI v DOJ and others and another matter* [2025] SGHC(I) 15. These reasons assume familiarity with it. The Claimant was successful in having the Award set aside, with costs to be determined if not agreed. The costs of an interlocutory application had earlier been ordered, the quantum to be determined if not agreed. There was no agreement in either case, and written submissions were exchanged for decision on the papers. This is the determination of the costs.

The costs of the interlocutory application

2 In SUM 12 the Defendants applied for permission to file a further witness statement in OA 20, in substance an application to be allowed to raise

additional grounds in opposition to the Claimant's application to set aside the Award. Permission was granted. The Defendants accepted that they should pay the costs of SUM 12, and that was ordered.

3 The Defendants' submissions included that "understood in their proper context" the Defendants' acceptance above-mentioned and the order then made were with respect to the costs of and occasioned by the "amendments", that is, by the raising of the additional grounds. The submission is without merit. The acceptance that the Defendants should pay the costs of SUM 12 was clear and the order was for the costs of SUM 12.

4 The Claimant claimed costs of S\$80,065.45, comprising S\$62,413 for professional costs and S\$17,652.45 for disbursements. The bulk of the amount for disbursements was INR10,71,000, approximately S\$16,500, as the costs of its Indian instructing solicitors.

Professional costs

5 Guiding principles for the assessment of costs in proceedings in the Singapore International Commercial Court ("the SICC") have been expounded in *Senda International Capital Ltd v Kiri Industries Ltd* [2023] 1 SLR 96 ("*Senda*"). The award of costs is intended to compensate the successful party for its expense sensibly incurred in the proceedings. The court must consider whether the costs were reasonably incurred and whether the amount of costs is reasonable. The starting point is a subjective inquiry into what costs were in fact incurred by the successful party, which should provide evidence of its costs and "a sufficient breakdown" of those costs. Once the court has the requisite level of information in support of the contention that the claimed costs are reasonable costs, the evidential burden shifts to the unsuccessful party to adduce evidence

to show that the claimed costs are not reasonable costs: it is not enough for the unsuccessful party to make unsubstantiated contentions that the claimed costs are disproportionate, exorbitant, or unreasonable. A number of factors may be taken into consideration in enquiring into whether the claimed costs are reasonable costs (see now O 22 r 3(2) of the Singapore International Commercial Court Rules 2021 (“the SICC Rules”)).

6 The Defendants submitted that these principles did not apply in the present case. They said that they were expounded in relation to costs incurred by the successful party, but that the Claimant was not the successful party in that permission was granted in SUM 12 over its opposition. I do not accept the submission. Ordinarily the party which succeeds in the proceedings or in an application is entitled to costs, and the exposition in *Senda* was in that context; but for present purposes the entitlement to costs is success, and as the party with the cost order in its favour the Claimant is to be compensated for its expense sensibly incurred in the application. This is made clear in O 22 r 3(1) of the SICC Rules, providing that the quantum of costs will generally reflect the costs incurred “by the party entitled to costs”. The Claimant was the successful party in that the costs order was made in its favour.

7 The Defendants further submitted that, from *Senda* at [75] referring to the level of appropriate costs in the *particular* case, the costs could be determined in “other or additional ways as well”. This appeared to lead to the submission that because permission was granted over the Claimant’s opposition, it should not be entitled to the full costs and disbursements incurred in its unsuccessful resistance of SUM 12; at another point, this was put on the basis that the full costs and disbursements incurred would therefore not be reasonable costs. As the reappearance in a different guise of the submission in the previous paragraph, again I do not accept it. Permission was granted, but

costs were ordered in favour of the Claimant. It is entitled to its costs of SUM 12 reasonably incurred and reasonable in amount, or as now in O 22 r 3(1) of the SICC Rules its costs incurred subject to principles of proportionality and reasonableness, despite the outcome of the grant of permission. For clarity, however, it is not entitled to the full costs and disbursements incurred in the sense of whatever costs it had incurred: the criteria of reasonableness and proportionality must be satisfied.

8 The Claimant provided details of the Wong Partnership (“WP”) lawyers, their hourly rates, and the hours spent, arriving at the S\$62,413. The work involved was described as the review of SUM 12 and the witness statement; drafting and reviewing the WP letter to the court dated 11 February 2025; drafting and reviewing the Claimant’s responsive witness statement; research into relevant legal authorities; preparing for the hearing of SUM 12, including the bundles of authorities; attending the hearing of SUM 12 on 26 February 2025; and correspondence between WP and the Indian instructing solicitors.

9 The Defendants did not take detailed issue with this information, but submitted that the amount of costs claimed was disproportionate and unreasonable. They said that the issues were the source of power and applicable test for the grant of permission, whether the additional grounds should be allowed, and whether there was prejudice to the Claimant. These issues, they said, were relatively straightforward and did not require a significant amount of work. Further, they said, insofar as the Claimant had incurred additional costs in “unnecessarily complicating and/or protracting matters”, they (the Defendants) should not have to pay the costs; they included in this “matters on which the Claimant was unsuccessful”, referring to the Claimant’s arguments for a “special case” test for the grant of permission but not otherwise explaining the asserted complicating and protracting. The Defendants also submitted that

the court may be guided by the Guidelines for Party-and-Party Costs Awards in the Supreme Court of Singapore set out in Appendix G of the Supreme Court Practice Directions 2021 (“Appendix G”) as a relevant factor, referring to *CPIT Investments Ltd v Qilin World Capital Ltd and another* [2018] 4 SLR 38 (“*Qilin*”) at [25] and *BXS v BXT* [2019] 5 SLR 48 (“*BXS*”) at [14], and suggesting the range for an amendment application of S\$1,000 to S\$7,000.

10 Going first to Appendix G, *Senda* makes clear the fundamentally different bases for the assessment of costs in the High Court with regard to Appendix G and the compensatory assessment of costs in the SICC. In these hard-fought proceedings between well-resourced parties in the SICC, I can see no reason why regard should be had to Appendix G as a guide in the assessment of the costs of SUM 12.

11 The Defendants did not provide any information as to their own costs of SUM 12 as an indication that the Claimant’s claimed costs are not reasonable. Despite this, and despite the absence of detailed issue with the WP information such as challenge to the hourly rates or the hours spent, in my view the hours claimed for work in the resistance to the Defendants’ application are high: three partners, two associates and a “foreign associate”, a total of 81.8 hours between them. Assuming an eight-hour day, that is over ten full person-days. It includes the three hours for the hearing of SUM 12, and I do not down-play SUM 12 into a simple matter, but even with the restraint mentioned below at [24] I consider that that array of lawyers working for that total time is more than it warranted. I also bear in mind first, that the Claimant’s responsive witness statement for SUM 12 was scarcely evidentiary but mostly an exercise in advocacy which should have been left to counsel at the hearing; and, secondly, that a matter bringing some complexity was the Claimant’s unsuccessful argument for the “special case” test, an argument which could deserve the description of

speculative: there should be a reduction in the recovered costs for those reasons. On a necessarily imprecise estimation, I consider that the claimed S\$62,413 should be reduced to S\$40,000 as reasonable costs. Costs in that amount are in my view proportionate to the significance of SUM 12 in the setting-aside application.

Disbursements

12 The Defendants took issue with the S\$16,500; I do not understand them to have contested the other disbursements for printing costs, filing and service fees and transcription costs.

13 The Claimant provided details of the Indian lawyers, their hourly rates and the hours spent: a partner and an associate (six hours each) and a “counsel” (twelve hours). Their work was described as review of SUM 12 and the witness statement, review of the WP letter of 11 February 2025, review of the Claimant’s responsive witness statement, reviewing research on legal principles “and providing input for hearing of SUM 12”; attendance at the hearing of SUM 12; correspondence with WP regarding SUM 12 including responding to WP’s queries; and updating and corresponding with the Claimant regarding SUM 12.

14 The Defendants submitted that SUM 12 did not involve any questions or issues as to Indian law, and that it was unnecessary and/or duplicative for the Indian lawyers to expend the time and incur the costs claimed as a disbursement. There is force in this. The Claimant said that WP communicated with it through the Indian lawyers, and an allowance should be made for keeping the instructing solicitors and the client informed and obtaining instructions; and the Indian lawyers had prior involvement whereby they could be of assistance to the WP

lawyers. But it is not apparent how the extensive “review” by the Indian lawyers, including of Singapore legal principles, contributed to the Claimant’s opposition to SUM 12 or what real “input” the Indian lawyers could provide for the hearing of SUM 12. Again as a necessarily imprecise estimation, a disbursement of S\$3,000 should be allowed.

15 The costs payable by the Defendants to the Claimant are determined at S\$43,000.

The costs of the substantive proceedings

16 It was common ground that, as the successful party in OA 20, the Claimant was entitled to costs (including the costs of SIC/SUM 41/2024 and SIC/SUM 52/2025, concerned with confidentiality and with extension of the time to file and serve the Defendants’ Statement respectively, and the consequential costs flowing from the grant of permission in SUM 12). The guiding principles in [5] above apply.

17 The Claimant claimed professional costs of S\$571,702 and disbursements of S\$197,440.40, INR12,91,947 and US\$1,600.

Professional costs

18 Again, the Claimant provided details of the WP lawyers, their hourly rates, and the hours spent. The information was provided separately for OA 20 to 31 December 2024, OA 20 to the 25 February 2025 hearing, the costs thereafter consequential on the grant of permission, and the submissions on the decision of the Court of Appeal in *DJO (CA)*. The actual costs to 31 December 2024 were S\$374,706.99, but it was said that the amount agreed with the Claimant to be invoiced was S\$182,192. For the other periods, after a 20%

discount from the actual costs the claimed amounts were S\$259,803.60, S\$102,183.20 and S\$27,523.20. I do not set out the descriptions of work done, which in their descriptive terms were generally appropriate to the tasks.

19 The Defendants’ position was that these amounts were not “proportionate, reasonable or appropriate”. It did not provide any information as to its own costs (see *Senda* at [75] referring to this as the best evidence that the unsuccessful party can adduce to discharge its evidential burden), and again they did not take detailed issue with the WP information. I declined the Claimant’s request for a direction that the Defendants provide a breakdown of their own costs incurred in OA 20; I considered that, having accepted the Claimant’s entitlement to costs whereby they did not themselves claim costs, it was for the Defendants to resist the Claimant’s quantum in such manner as they saw fit. But of course they do not have the benefit of resistance through comparison with their own costs.

20 The Defendants referred, perhaps rather in passing, to *Qilin* and *BXS* and the indicative range in Appendix G for originating applications concerning arbitration of S\$13,000 to S\$40,000. However, as with the costs of SUM 12, I do not think that the assessment of costs in this instance should be guided by the Appendix G scale. They also referred to costs awarded in OA 8 (S\$180,559 inclusive of disbursements) and on appeal in *DJO (CA)*, in *Lao Holdings NV v Government of the Lao People’s Democratic Republic and another matter* [2023] 4 SLR 77 (S\$222,000 inclusive of disbursements), and in *CZT v CZU* [2024] 3 SLR 169 (said to be S\$145,000 plus disbursements). The Defendants further said that much of the ground in OA 20 had been covered in OA 8 and the appeal and that OA 20 did not involve matters of great technicality or complexity – it was essentially a question of breach of the rules of natural justice in the copying from the prior awards. Further, they said, the Claimant had

unnecessarily raised and pursued the four grounds for setting the Award aside and a number of issues within those grounds, when the essential question above-mentioned was sufficient – an instance was the unnecessary ground of conflict with the public policy of Singapore.

21 I do not find regard to the costs awarded in other cases of great assistance: the assessment must be made on the reasonableness and proportionality of the costs incurred in this case and any reasons for regarding the costs actually incurred (in this case, with reduction by agreement or percentage) as unreasonable or disproportionate. As noted earlier, the Defendants do not have the benefit of comparison with their own costs as an available measure, and I do not accept that proper attention to OA 20 was alleviated by its likeness to OA 8 – it warranted full attention on its own merits.

22 That said, the difference between the costs awarded in the cases above-mentioned and the claimed S\$441,995.60 for OA 20 up to and including the hearing on 25 February 2025, putting aside the additional factors of the permission and the appeal, is marked, and suggests particular scrutiny of the claimed amounts. Again despite the absence of detailed issue with the WP information, the hours expended appear to me to be excessive for a relatively straightforward application founded on the Majority's reproduction from the prior awards, one where the grounds other than the natural justice ground would be unnecessary if that ground succeeded but (with the possible exception of interest and costs) would not avail the Claimant if that ground failed.

23 I see no reason not to allow the S\$182,192, noting that the work in the period appears to have included the labour intensive (but relatively unskilled) compilation of the Claimant's comparative schedule. But three partners, two associates, and a foreign associate for a total of more than 450 hours from 1

January 2025 up to and including the hearing on 25 February 2025, over 56 eight hour person-days with the discounted amount of S\$259,803.60, cannot be regarded as reasonable for the period from 1 January 2025 up to and including the one-day hearing. The claimed amounts for the subsequent periods also appear excessive: for example, the S\$27,523.20 for the same team of lawyers for a total of 45.1 hours to produce a six-page submission on why the decision of the Court of Appeal supported setting the Award aside. Bearing in mind also that the Claimant relied on the four grounds and then was not fully successful on all, and even accepting that there were the additional matters of preclusion and waiver and the decision of the Court of Appeal, I am unable to see more than S\$225,000 as a reasonable and proportionate amount for the work from 1 January 2025 onwards.

24 The total of S\$407,192 (S\$182,192 plus S\$225,000) may appear generous having regard to the costs awarded in the cases to which the Defendants referred, but as earlier noted there is nothing from the Defendants to cut it down by comparison with their own costs and the Defendants did not otherwise provide evidence, or even a detailed submission, challenging for example the hourly rates or the hours spent; in those circumstances the court should be restrained in itself seeing and quantifying unreasonableness in the actual costs.

Disbursements

25 As with SUM 12, the bulk of the disbursements was in relation to the Claimant's Indian lawyers: S\$171,000 said to be "based on fixed fee" and the INR12,91,947 and US\$ 1,600 for their attendance at hearings on 25 and 26 February 2025 in Singapore (there may be a doubling up with the SUM 12 costs). The description of the work done was extensive, but included much

reviewing of witness statements, reviewing of research and reviewing of the Claimant's written submissions; however, hours were not stated. Again, while the Claimant's Indian lawyers would be kept informed and would be a vehicle for providing instructions and could provide assistance from their prior involvement, I am unable to see that they would make a significant contribution to the application to set the Award aside, a matter for Singapore law. It appears that no less than three Indian lawyers attended the hearing; the Claimant was entitled to have them do so, but again, their input could not have been significant and the excess cannot reasonably be laid upon the Defendants. Without better detail of their time reasonably devoted to OA 20 the reduction is necessarily imprecise, but as a global sum for the Indian lawyers I consider that no more than S\$50,000 is justified as reasonable and proportionate.

26 The amount for disbursements will therefore be S\$76,440.40.

Conclusion

27 The total costs payable by the Defendants to the Claimant are S\$526,632.40.

Roger Giles IJ
International Judge

Koh Swee Yen SC, Pang Yi Ching Alessa, Chang Boon Ngee Laura,
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LLC) for the defendants.