

5/85

No.15 of 1983

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

B E T W E E N:

V.M. PEER MOHAMED

Appellant
(Defendant)

- AND -

THE GREAT EASTERN LIFE ASSURANCE
COMPANY LIMITED

Respondent
(Plaintiff)

RECORD OF PROCEEDINGS

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Solicitors for the Appellant

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Royex House
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Solicitors for the
Respondent

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L
FROM THE COURT OF APPEAL OF THE REPUBLIC OF
SINGAPORE

BETWEEN:

V.M. PEER MOHAMED	(Defendant) <u>Appellant</u>
- AND -	
THE GREAT EASTERN LIFE ASSURANCE COMPANY LIMITED	(Plaintiff) <u>Respondent</u>

RECORD OF PROCEEDINGS

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PRIVY COUNCIL BUT NOT
REPRODUCED

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DOCUMENTS TRANSMITTED TO THE
PRIVY COUNCIL BUT NOT
REPRODUCED

<u>Exhibit</u> <u>Mark</u>	<u>Description of Document</u>	<u>Date</u>
D2	Chque to Estate Trust Agencies (1927) Limited from V.M. Peer Mohamed	22nd January 1977
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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

ON APPEAL

FROM THE COURT OF APPEAL OF THE REPUBLIC
OF SINGAPORE

B E T W E E N:

V.M. PEER MOHAMED

Appellant
(Defendant)

- AND -

10

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED

Respondent
(Plaintiff)

RECORD OF PROCEEDINGS

NO.1

Summons and Statement of Claim -
8th March 1977

In the District
Court of the
Republic of
Singapore

DISTRICT AND MAGISTRATES' COURTS SINGAPORE

SUMMONS

20

D.C. SUMMONS
No: 1649 of 1977

No.1
Summons and
Statement of
Claim 8th
March 1977

BETWEEN THE GREAT EASTERN LIFE ASSURANCE
COMPANY LIMITED

Plaintiff

AND

V.M. PEER MOHAMED Defendant

To:

30

V.M. Peer Mohamed,
44 East Coast Road,
SINGAPORE.

In the District
Court of the
Republic of
Singapore

No.1
Summons and
Statement of
Claim 8th
March 1977
(Contd.)

You are hereby summoned to appear either
in person or by your advocate before the 6th
Court of the Subordinate Courts, Havelock Road,
Singapore 6; on Saturday the day of
1977, at 9.30 a.m., to answer a claim against
you by the above-named plaintiffs.

Take notice that within 7 days of the
service of this summons on you, inclusive of
the day of such service, you may enter an
appearance to this summons for which the notice
of appearance appended hereto may be used: 10

And take notice that in default of
attending the Court on the day and time
appointed, judgment may be given against you.

Dated the 8th day of March, 1977.

REGISTRAR.

-
- N.B. - (a) This summons may not be served more
than 12 calendar months after the
above date unless renewed by order 20
of the Court.
- (b) The return day of the summons is
extended to:-

STATEMENT OF CLAIM

SUBORDINATE COURTS SINGAPORE

DC SUMMONS)
NO 1049 OF 1977)

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED
Plaintiffs 30

AND

V.M. PEER MOHAMED
Defendant

STATEMENT OF CLAIM

1. The Plaintiffs are the owners of the
premises known as 449 East Coast Road,
Singapore ("the premises") and claim
possession of same from the Defendant.
2. The Plaintiffs let the premises to one D.

Abdullah on a monthly tenancy.

In the District
Court of the
Republic of
Singapore

3. By a Notice to Quit dated 2nd November 1976 served by registered post on the said D. Abdullah at the premises, the monthly tenancy in the name of the said D. Abdullah was determined on 31st December 1976.

No.1
Summons and
Statement of
Claim 8th
March 1977
(Contd.)

10 4. The Plaintiffs thereafter learned that the said D. Abdullah had returned to India and there died.

5. The solicitors for the Plaintiffs thereupon served a second Notice to Quit dated 24th December 1976 upon the Chief Justice, Singapore, terminating the tenancy in the name of D. Abdullah on 31st January 1977.

20 6. The Defendant is in occupation of the premises claiming to be lawfully entitled so to do under two deeds executed in 1953.

7. The Plaintiffs say that the Defendant is unlawfully in occupation.

And the Plaintiffs claim:

- 30
- 1) Judgment against the Defendant for possession of the premises;
 - 2) An order requiring the Defendant and any others in occupation to quit and deliver up vacant possession of the premises to the plaintiffs;
 - 3) Damages;
 - 4) Costs;
 - 5) Such further and other relief as to the Court may appear just.

DATED this 8th day of March 1977.

Sd Kirpal Singh & Co
SOLICITORS FOR THE PLAINTIFFS

40 The summons is issued by Messrs. KIRPAL SINGH & CO. of Suite 1402, 14th Floor, O.C.B.C. Centre, Singapore, Solicitors for the said plaintiffs whose address is at 18th Floor, OCBC Centre, Chulia Street, Singapore.

NOTICE OF SERVICE ON MANAGER OF PARTNERSHIP

In the District
Court of the
Republic of
Singapore

SOLICITORS FOR THE PLAINTIFF

NOTE:- If the person served with the summons is served, in the two capacities of manager and partner, the clause should be left standing. If he is served as manager only, it should be struck out.

No.1
Summons and
Statement of
Claim 8th
March 1977
(Contd.)

INDORSEMENT OF SERVICE

10

This summons was served by way of personal service (or as may be) on the defendant (who is known to me) (or who was pointed out to me by)
(or who admitted to me that he was
at (place) on the
day of , 19 , at
a.m./p.m. (state manner of service
or in accordance with the terms of an order
for substituted service).

20

Indorsed the day of 19

Process Server
(or other person specially authorised
to serve same)

No.2
Defence 10th
September
1977

NO. 2

DEFENCE 10TH SEPTEMBER 1977

DEFENCE

30

SUBORDINATE COURTS

SINGAPORE

D.C. Summons No. 1049 of 1977

BETWEEN THE GREAT EASTERN LIFE ASSURANCE
COMPANY LIMITED
Plaintiffs

AND

V.M. PEER MOHAMED Defendant

DEFENCE

1. The Defendant makes no admission of the matters pleaded in paragraphs 1 and 2 of the Statement of Claim save and except that the

40

said D. Abdullah was the tenant of the said premises prior to the 9 December 1953.

In the District
Court of the
Republic of
Singapore

2. The Defendant has no knowledge of the matters pleaded in paragraphs 3, 4 and 5 of the Statement of Claim and makes no admission thereof.

No.2
Defence 10th
September 1977
(Contd.)

10 3. The Defendant denies that he is unlawfully in occupation of the premises.

4. The Defendant says that he is the tenant of the premises by virtue of and under a Deed of Assignment made between him and the said D. Abdullah on the 9th of December 1953.

20 5. The Defendant has since 1954 paid the rent for the premises and which rents were accepted from the Defendant. From 1954, the Defendant has had a signboard exhibited out-side the premises containing his name which is also the name of the business carried on by the Defendant.

6. The Defendant's tenancy has not been determined according to law.

7. In the premises the Defendant denies that the Plaintiffs are entitled to possession of the said premises.

30 8. Save as is hereinbefore expressly admitted the Defendant denies each and every allegation of fact contained in the Statement of Claim as if the same were set forth herein and specifically traversed.

Dated the 10th day of September 1977.

Sd: J.B. Jayaretnam
Solicitors for the Defendant

In the District
Court of the
Republic of
Singapore

NO.3

NOTES OF EVIDENCE - 6TH MARCH 1978

No.3
Notes of
Evidence -
6th March 1978

NOTES OF EVIDENCE

MONDAY 6TH MARCH 1978
IN OPEN COURT
BEFORE ME

10

SD. DALIP SINGH
DISTRICT JUDGE
SUBORDINATE COURTS

DC SUMMONS
NO 1049/77

THE GREAT EASTERN LIFE
ASSURANCE CO. LTD. Plaintiffs

AND

V.M. PEER MOHAMED Defendant

Mr. Kirpal Singh for plaintiffs.

20

Mr. J.B. Jeyaretnam for defendant.

Plaintiffs
Evidence
S.W.1

Smith Catherine
Dawn
Examination

By Consent agreed bundle marked AB

P.W.1 - Smith Catherine Dawn sworn speaking
in English.

I live at 222 Kim Seng Road, Singapore
9. I am a receptionist and despatch clerk
in the firm of Kirpal Singh & Co.

The original of the Notice to Quit dated
2.11.76 was posted to D. Abdullah of 449
East Coast Road. Copy of Notice to Quit
marked P.1. It was posted on 3.11.76 by
Registered Post. Postal Document marked
P.2. The original of P.2 is an exhibit
in DC 2723 of 1977. The Notice to Quit which
was posted on 3.11.76 was not returned to
me by the postal authorities.

30

Intld. D.S.

Cross-
Examination

XXN: By J.B. Jeyaretnam:

Q. Did you inquire from the Postal
Department whether the Letter
posted on 3.11.76 was received
by the addresses?

40

A. No.

Intld. D.S.

Re-exam: Nil

Intld. D.S.

P.W.1 is released by consent.

P.W.2. - Wee Sip Chee affirmed speaking in English

10 I live at 144 Serangoon Garden Way, Singapore 19. I am the deputy manager (property) attached to the Great Eastern Life Assurance Co. Ltd.

20 The plaintiff company instructed solicitors to send a Notice to Quit to D. Abdullah at 449 East Coast Road, Singapore. The premises 449 East Coast Road belongs to the plaintiff Company. These are the title deeds in respect of 449 East Coast Road. Title deeds marked exhibit P.3.

Pursuant to Notice to Quit dated 2.11.76 our solicitors received letter at AB.1. AB2 contains the Notice to Quit served on the Chief Justice and acknowledged at AB.6.

30 Plaintiffs rent collectors are Estate & Trust Agencies (1927) Ltd. Receipts have all along been issued in the name of D. Abdullah. This is the duplicate of receipt of rent for month ending October 1976. Identified tendered and marked as exhibit P.4.

I don't know up to what date rent has been paid.

Prior to January 1977 my solicitors received the letter at AB.1.

Q. Following inquiries made by me you believed D. Abdullah is dead?

A. Yes.

Q. How did you arrive at this belief?

40 A. I got this information from my solicitors.

My solicitors wrote AB.4 to the person who wrote AB.1 and we received letter AB.5 from defendant. That correspondence between my solicitors and defendant solicitors as in agreed bundle passed.

The summons in this case was served by substituted service.

50 I claim possession of the premises and an order requiring defendant and any others in occupation to quit and deliver possession.

In the District
Court of the
Republic of
Singapore

No.3
Notes of Evidence
- 6th March 1978
(Contd.)
Plaintiffs
Evidence
P.W.2
Wee Sip Chee
Examination

In the District Court of the Republic of Singapore

I am not claiming damages but mesne profits from 1.1.77 and costs.

Intld. D.S.

No.3
Notes of Evidence - 6th March 1978 (Contd.)
Plaintiffs Evidence
P.W.2
Wee Sip Chee
Cross-Examination

XXN: by Jayaretnam:

- Q. How long have you been a deputy manager?
- A. Since 1969. Prior to that I have stood in for property manager. 10
- Q. Was this property managed by Estate Trust?
- A. Yes for collecting rents and effecting repairs.
- Q. From 1969 have you ever seen the person in occupation and who tendered rent?
- A. No.
- Q. Have you seen defendant? 20
- A. Not at all.
- Q. Did you have any of your officers going around to inspect premises owned by your Company?
- A. No, unless we e.g. received a notice from the Government.
- Q. After 1954 was any inspection carried of 449 East Coast Road by officers of your Company?
- A. I don't know up to 1969 but after 1969 nobody did. 30
- Q. Did you know rents were paid by cheques from 1970 onwards?
- A. I did not know.

Intld. D.S.

P.W.3.
Jane Tan Teng Lock
Examination

Re-exam: Nil

Intld. D.S.

P.W.3 - Jane Tan Teng Lock sworn speaking in English.

I live at 2 Lorong 22 Geylang, Singapore 14. I am the manager's secretary with Estate Trust and was so appointed on 1.1.78. Mr. Ho

40

Yut Cheong was the manager before me. I have been with Estate Trust for 47 years. We are agent's to collect rents from 449 East Coast Road which belongs to the Great Eastern Life Assurance Co Ltd. The last rent received from 449 East Coast Road was for December 1976.

In the District Court of the Republic of Singapore

10 I don't know the defendant (shown).
I have never visited 449 East Coast Road.

No.3
Notes of Evidence - 6th March 1978
(Contd.)

Intld. D.S.

XXN: by Jeyaretnam:

Plaintiffs Evidence

Q. When was Estate Trust appointed to collect rents from 449 East Coast Road?

P.W.3
Jane Tan Teng Lock
Cross-Examination

A. Before the Second World War but I don't know the date.

Q. Did you have one Low Cheng Mong with Estate Trust?

20 A. He was the manager secretary in 1954 but he is now dead. He was manager secretary from after the Second World War till he died around 29th or 30th March 1974.

Q. Who received rents from tenant of 449 East Coast Road?

A. I was told that rent was paid by cheque sent by post.

Q. Was rent paid by cheque from 1970?

30 A. I don't know.

Q. Who received rent?

A. Mr. Tay Kim Leong would receive the rents.

Q. Have you seen the cheques in payment of rent since 1970?

A. No.

Q. Is Tay Kim Leong still with your Company?

A. Yes.

40 Q. Did you have officers who visit the properties?

In the District Court of the Republic of Singapore

No.3
Notes of Evidence - 6th March 1978 (Contd.)
Plaintiffs Evidence
P.W.3
Jane Tan
Teng Lock
Cross-Examination (Contd.)

- A. We only have collectors to collect rents.
Q. Anything arising out of the premises would be dealt with by Low Cheng Mong?

A. Yes.

Intld. D.S. 10

Re-examin: Nil

Intld. D.S.

By consent P.W.3 is released.

Intld. D.S.

Case for the Plaintiff.

Defendants Evidence
D.W.1
V.M. Peer Mohamed
Examination

D.W.1 - V.M. Peer Mohamed affirmed speaking in Tamil.

I live at 449 East Coast Road, Singapore. I am a partner of a business called V.M. Peer Mohamed. I have lived at 449 East Coast Road since December 1953, and have carried on business under the title V.M. Peer Mohamed at the same premises. I have a signboard showing V.M. Peer Mohamed exhibited outside my premises. This signboard was put up in January 1954. Before January 1954 there was no signboard exhibited there.

20

From 1954 I have maintained Public Utilities Board and telephone accounts at this premises both in my name.

30

In December 1953 I made an agreement with D. Abdullah tenant of 449 East Coast Road whereby D. Abdullah agreed to hand over the premises 449 to me if I paid him \$3,500-00 and a little bit more for cost of furniture. Before any agreement was drawn up I negotiated with D. Abdullah. I learnt from him that he paid rent to one Low Cheng Mong who told me he was the manager of 449. Low was employed by I am not sure of the name but it sounded like Eastern Insurance Co.

40

I and D. Abdullah went to see Low Cheng Mong in his office in D'Almeida Street. We went to the office of Estate & Trust Agencies. We went to see Low Cheng Mong to have the premises transferred to my name. We met Low Cheong Mong and as a result of discussions with him we were referred to a firm of solicitors called Osborne Jones, by Low Cheng Mong. I told Low that I was going

50

to take over the premises 449 East Coast Road. We proceeded to Osborne Jones & Co and there an agreement was drawn up between D. Abdullah, one Murugish and myself. Murugish was an Attorney of D. Abdullah. This agreement was executed at the office of Osborne Jones. Agreement marked exhibit D.1.

In the District Court of the Republic of Singapore

No.3
Notes of Evidence
- 6th March 1978
(Contd.)

10 I did give one copy of agreement D.1 to Low Cheng Mong. After that I moved into the premises on 21.12.1953. From December 1953 I paid the rent. From 1954 to 1969 I personally went to the Insurance Co. I made payment at office where I met Low Cheng Mong. I paid rent regularly. Low Cheng Mong had seen me there, we used to greet each other. From 1970 onwards I paid rent by cheque which I posted to Estate Trust. The cheques were drawn up by my firm. This is my cheque. Cheque marked exhibit D.2. From 1970 all cheques were drawn similar to exhibit D.2.

Defendants
Evidence
D.W.1
V.M. Peer
Mohamed
Examination
(Contd.)

I ask court to dismiss claim for possession. I am prepared to tender all rents due.

My tenancy has not been determined by any notice to quit addressed to me.

30 Intld. D.S.

Cross Examination: by Kirpal:

- Q. When did your business V.M. Peer Mohamed first start?
- A. Since 1954.
- Q. Was it registered in 1954 with Registry of Business Names?
- A. It was registered in 1954 and has carried on business all along at 449 East Coast Road.
- 40 Q. Has its business been carried on elsewhere?
- A. At North Bridge Road from 1947 to 1954 when I shifted to 449 East Coast Road. It carried on business at 392 Geylang Road sometime in 1948 and 1949.
- Q. Since 1954 is it correct it has carried on business only at 449 East Coast Road?

In the District
Court of the
Republic of
Singapore

No.3
Notes of
Evidence -
6th March 1978
(Contd.)
Defendants
evidence

D.W.1
V.M. Peer
Mohamed
Cross-
Examination
(Contd.)

- A. I also conducted business at 408 East Coast Road from 1957 and we are still there.
- Q. Your shop is in fact at 408 East Coast Road?
- A. I reside on first floor of 449 East Coast Road and ground floor of it is a shop called V.M. Peer Mohamed. It is a wholesale shop. The shop at 408 East Coast Road is a retail shop. 10
- Q. Your business is registered at 408 East Coast Road?
- A. I have registered business at both 408 and 449 East Coast Road.
- Q. Can you produce the registration certificate in respect of business at 449 East Coast Road? 20
- A. I have the certificate but it is at home.
- Q. This is a form B of firm called Peer Littles of which you were a sole proprietor when it commenced business in October 1948?
- A. That is so. Form marked exhibit D.3.
- Q. Your statement that you went into occupation 449 in December 1953 is not correct? 30
- A. I was conducting a business called Peer Littles at North Bridge Road which I later transferred to 449 East Coast Road in 1954.
- Q. You are Peer Mohamed s/o Vachi Mohamed?
- A. Yes.
- Q. Have you a similar letter-head similar to that at AB.1 in respect of 449? 40
- A. Yes.
- Q. Can you bring it along?
- A. Yes.

	Q. In whose name is Public Utilities Board account at 408 East Coast Road?	In the District Court of the Republic of <u>Singapore</u>
	A. In my personal name.	
10	Q. Prior to going to Osborne Jones pursuant to being referred to by Low Cheng Mong had you been to Osborne Jones?	No.3 Notes of Evidence - 6th March 1978 (Contd.)
	A. No. I am sure of that.	Defendants Evidence
	Q. I put it to you Murugish gave you a Power of Attorney in respect of 449 East Coast Road on 5.12.53?	D.W.1 V.M. Peer Mohamed Cross- Examination (Contd.)
	A. Yes.	
	Q. This is that Power of Attorney?	
	A. Yes. Identified tendered and marked as exhibit D.4.	
20	Q. Did you go with Murugish to the office of Osborne Jones when D.4 was given to you?	
	A. No.	
	Q. Was Power of Attorney D.4 revoked?	
	A. No.	
	Q. You paid \$3,300-00 for fixtures and furniture in the premises?	
30	A. The actual sum agreed was \$4,300/- but \$1,000/- was paid to Low Cheng Mong as a fee for the transfer of the premises to me. The solicitors who prepared the agreement told me that the \$1,000/- should not be included into the agreement.	
	Q. Was Low Cheng Mong present when D.1 (sic) was prepared.	
	A. No.	
	Q. When was the \$1,000/- paid to Low Cheng Mong?	
40	A. Before we, D. Abdullah, Murugish and myself left for Osborne Jones' office.	
	Q. Abdullah and Murugish took you to Osborne Jones' office?	
	A. Yes.	

In the District
Court of the
Republic of
Singapore

No.3
Notes of
Evidence -
6th March 1978
(Contd.)
Defendants
evidence

D.W.1
V.M. Peer
Mohamed
Cross-
Examination
(Contd.)

- Q. I put it to you Low Cheng Mong did not refer you to Osborne Jones?
- A. Because Low Cheng Mong referred us to Osborne Jones' office that we went there.
- Q. Was the tenancy transferred to you?
- A. Yes. Now witness there was only an agreement allowing me to occupy 449 East Coast Road. 10
- Q. Was it intended that you occupy 449 East Coast Road and not have the tenancy?
- A. According to the agreement I understood the tenancy to be transferred to me.
- Q. The receipts have all along been in the name of D. Abdullah? 20
- A. I was aware of that. Low Cheng Mong told me that is just a small matter. He has been to my shop at 449 East Coast Road.
- Q. Are you saying the first occasion you met Low Cheng Mong he took \$1,000/- from you?
- A. Yes.
- Q. Did you get a receipt from him?
- A. That was supposed to be coffee money. No receipt was given. 30
- Q. Was the coffee money for transfer of the tenancy or to run a shop?
- A. Transfer of the tenancy.
- Q. Why didn't you in December 1976 inform plaintiffs that the premises had been transferred to you from D. Abdullah?
- A. I did attach two copies of deeds mentioned in paragraph 1 of AB.5. 40
- Q. Are D.1 and D.4 the two deeds referred to in AB.5.?
- A. Yes.

Q. Look at AB.7 when asked for sight of the two deeds did you instruct your solicitors to write and say the two deeds had already been sent to plaintiffs solicitors? In the District Court of the Republic of Singapore

A. Yes. No.3
Notes of Evidence
- 6th March 1978
(Contd.)

10 Q. Was such letter sent? Defendants
Evidence
D.W.1
V.M. Peer
Mohamed
Cross-
Examination
(Contd.)

A. On 29.12.76 I was not in Singapore. I was in Singapore on 26.12.76. I went to Kuala Lumpur after 26.12.76.

Q. I put it to you you did not send copies of two deeds mentioned in AB.5

A. I remember I did attach two copies of the two deeds.

Case adjourns to 2.30 p.m.

20 Intld. D.S.

Q. Did you pay to D. Abdullah \$3,300/- or \$3,500/-?

A. \$3,300/-.

Q. Not \$3,500/-?

A. I paid \$200/- to Murugish as commission.

Q. Look at D.1. Do you agree you paid D. Abdullah \$3,300/- for fixtures and furniture?

30 A. The words fixtures and furniture were put in by solicitors because I was taking over the tenancy from D. Abdullah. In fact there was no furniture in the premises.

Q. How long have you known D. Abdullah?

A. Since 1953.

Q. Where did D. Abdullah go after D.1 was signed?

A. I don't know.

40 Q. Have you heard from him since then?

A. I have not though I made inquiries.

In the District
Court of the
Republic of
Singapore

No.3
Notes of
Evidence - 6th
March 1978
(Contd.)
Defendants
evidence
D.W.1
V.M. Peer
Mohamed
Cross-
Examination
(Contd.)

- Q. Do you know whether he is alive or deceased?
- A. I hear he is already dead.
- Q. From whom did you hear?
- A. From Lingam a friend of Murugish. Lingam was not sure himself whether Abdullah was living or dead.
- Q. When did Lingam give you that information? 10
- A. Sometime in 1962.
- Q. Where did Abdullah die, in Singapore or India?
- A. I did not ask him that.

Intld. D.S.

Re-examination:

- Q. Do you know for certain if Abdullah is dead?
- A. I don't know for certain. 20
- Q. Is this the certificate of registration of business at 449 East Coast Road?
- A. Yes. Certificate of Registration marked exhibit D.5.
- Q. Did you register this business under the name of Peer Mohamed & Sons in 1954?
- A. Yes.
- Q. Are these documents in connection with City Council account, telecoms subservice, receipt from Registrar of Business Names, a post office agency licence, radio licence. Documents collectively marked exhibit D.6. 30
- A. Yes.
- Q. Did Low Cheng Mong speak to anybody before you left his office?

<p>A. Before we left Low Cheng Mong told me he had already contacted the solicitor in Osborne Jones' office and instructed us to go there.</p> <p>Q. Have you got the letter-head for 449?</p> <p>A. Yes. This is the letter-head on the bill and this is my business card, both marked exhibit D.7.</p>	<p>In the District Court of the Republic of Singapore</p> <p>No.3 Notes of Evidence - 6th March 1978 (Contd.) Defendants evidence D.W.1 V.M. Peer Mohamed Re-examination (Contd.)</p> <p>Note of Proceedings.</p>
<p>10</p> <p style="text-align: center;">Intld. D.S.</p> <p>Case for the defence.</p> <p><u>Mr. Jeyaretnam:</u></p> <p>Plaintiffs claim is misconceived.</p> <p>Plaintiffs has not proved the case. They say they let the premises to D. Abdullah and they have to show his tenancy has been properly terminated by a proper notice to quit served on him. That has not been shown.</p> <p>20</p> <p>Plaintiffs say D. Abdullah died. There is no evidence of his death. If he is alive then he should be made a party because plaintiffs say he is a tenant. Whether he is here or not they have to make him a party.</p> <p>Plaintiffs say we are trespassers. Defendant occupied premises under an agreement in 1953.</p> <p>I concede it is not the best of draftsmanship of a deed of assignment.</p> <p>30</p> <p>Even if there was no written agreement the facts speak for themselves.</p> <p>Defendant occupation was known to plaintiffs' agents right from the commencement.</p> <p>Since 1954 the plaintiffs continued to accept rent from defendant.</p> <p>By the fact that plaintiffs' agent had accepted rent from 1954 from the defendant knowing fully well he was tendering it on his own behalf they cannot be heard to say that he is not the tenant. They are estopped. The plaintiffs have through their agents have atoned the defendant as their tenant.</p> <p>40</p> <p>There is nothing to indicate that</p>	

In the District
Court of the
Republic of
Singapore

No.3
Notes of
Evidence - 6th
March 1978
(Contd.)
Note of
Proceedings

Defendant's tenancy or licence has been terminated. If defendant is not a tenant he is a licensee and there is nothing to show that his licence has been terminated.

If one reads whole of D.1 it intends to transfer tenancy to defendant. Refers to the clauses of D.1. Equity looks at the intent rather than the form. I ask that action be dismissed.

10

Intld. D.S.

Kirpal Singh:

For estoppel it has to be specifically pleaded. Refers to Order 18 rule 8/3 at page 272-Estoppel.

There is no certainty that D. Abdullah is dead.

The Court can find on a balance of probabilities that D. Abdullah is dead.

20

A notice to Quit served on the attorney defendant is a good notice. Refers to Woodfall on Landlord & Tenant 27th edition page 939.

P.1 was served on defendant and Abdullah's attorney.

Refers to Gresham House Estate Co. v. Rossa Grande Gold Mining Co. 1870. The weekly Notes page 119.

The notice to quit P.1 was received by defendant's son.

30

D.1 is not an assignment. Rules of equity do not apply to the construction of a document.

It is not what the parties may have intended by the document but what the effect is by reason of the words used in the document. Refers to Odgers 5th edition page 28 and 29.

Refers to Simson v. Fox on Probate Division 1907 page 56, 57.

40

Refer to Odgers page 29.

Refers to Ex parte Chick in re Meredith 11 ch. Div. page 731 at page 739.

Refers to Odgers Page 29.

In the District
Court of the
Republic of
Singapore

Refers to Smith & Lucas 1881 Vol.
XVIII Ch. Div. page 542.

Refers to Beanmont v. Margins of
Salisbury 1854 19 Beau. 198 page 206.

No.3
Notes of
Evidence -
6th March 1978
(Contd.)
Note of
Proceedings

Refers to Re Moon 17 QBD page 275
at 286.

10 Refers to D.1 - a divesting is not
a conveyance.

At page 2 paragraph 1 furniture
and fixtures are assigned.

Refers to Bowman & Taylor on
Conveyance page 268.

D.1 does not constitute an assignment
of the tenancy.

By paragraphs 2 and 6 nothing is
conveyed. It is an abandonment.

20

Intld. D.S.

Mr. Jeyaretnam with leave of court:

On estoppel - all that need be pleaded
is facts. That is why paragraph 5 of
defence was pleaded.

Authorities cited by Kirpal Singh say
look at the document.

A lease is different from a monthly
tenant.

30

Notice to Quit. Notice to Quit was
addressed to D. Abdullah. We don't know
who received it. No evidence that AB.1
was written pursuant to Notice to Quit.

Intld. D.S.

Judgment reserved to 27.3.78 at 2.30 p.m.

Sd. Dalip Singh

In the District
Court of the
Republic of
Singapore

MONDAY 27TH MARCH 1978
IN OPEN COURT
BEFORE ME

No.3
Notes of
Evidence - 6th
March 1978
(Contd.)
Note of
Proceedings
(Contd.)

SD DALIP SINGH
DISTRICT JUDGE
SUBORDINATE COURTS

DC SUMMONS
NO 1049/77

10

The Great Eastern Life
Assurance Co Ltd .. Plaintiffs

And

V.M. Peer Mohamed .. Defendant

Mr. Kirpal Singh for Plaintiffs.

Mr. J.B. Jeyaretnam for Defendant.

Both parties agree that the
premises are rent controlled.

The plaintiffs claim is dismissed
with costs to be taxed.

20

Sd: Dalip Singh

TRUE COPY

Sd Dalip Singh
DISTRICT JUDGE

NO. 4

JUDGMENT - 27TH MARCH 1978

In the District
Court of the
Republic of
Singapore

SUBORDINATE COURTS SINGAPORE

D.C. Summons No. 1049 of 1977

No.4
Judgment - 27th
March 1978

BETWEEN

10

THE GREAT EASTERN LIFE ASSURANCE
COMPANY LIMITED
Plaintiffs

AND

V.M. PEER MOHAMED Defendant

JUDGMENT

The 27th day of March 1978

20

This action having been tried before
His Honour Mr. Dalip Singh in the presence
of Counsel for the Plaintiffs and for the
Defendant IT IS THIS DAY ADJUDGED that the
Plaintiffs' claim in this action against
the Defendant be dismissed with costs to be
taxed and paid by the Plaintiffs to the
Defendant.

Dated the 2nd day of May 1978.

Sd: Illegible

DY. REGISTRAR

Entered this 4th day of May 1978

In Volume 97 Page 228.

In the District
Court of the
Republic of
Singapore

NO.5

FOUNDATIONS OF JUDGMENT - 31ST AUGUST
1978

No.5
Foundations of
Judgment - 31st
August 1978

FOUNDATIONS OF JUDGMENT OF
THE DISTRICT JUDGE

SUBORDINATE COURTS, SINGAPORE

DISTRICT COURT APPEAL) 10
NO.25 OF 1978) BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE CO. LTD.
DISTRICT COURT SUMMONS) Plaintiffs/
NO.1049 OF 1977) Appellants

AND

V.M. PEER MOHAMED
Defendant/
Respondent

FOUNDATIONS OF JUDGMENT 20

Mr. Kirpal Singh for plaintiffs/appellants.
Mr. J.B. Jeyaretnam for defendant/respondent.

In this action the plaintiffs/
appellants The Great Eastern Life Assurance
Co. Ltd. sought to recover possession of
their premises No.449 East Coast Road
hereinafter referred to as 449 from the
defendant/respondent V.M. Peer Mohamed on
the ground that he was unlawfully in
occupation thereof. The plaintiffs further 30
claimed mesne profits from 1.1.77 and costs.
In the course of the trial he however
dropped his claim for damages.

The defendant pleaded inter alia that
he is the tenant of the premises by virtue
of an under a Deed of Assignment made
between him and the said Abdullah on 9th
December 1953 (exhibit D.1). That rent was
paid by him and accepted from him since 1954
and that he had since 1954 displayed outside 40
the premises a signboard containing his name
which was also the name of his business.
He also pleaded that his tenancy was not
determined according to law.

At the conclusion of the trial the
plaintiffs' case was dismissed with costs.
The plaintiffs/appellants now appeal
against the whole decision.

The pleadings raised a number of issues which I will dispose of briefly.

In the District
Court of the
Republic of
Singapore

10 Firstly plaintiffs pleaded they were the owners of 449, Defendant made no admission of that fact. P.W.2 Wee Sip Chee the plaintiffs Deputy Manager (Property) testified that 449 belongs to the plaintiff Company and produced the title deeds (exhibit P.3) in respect of 449 (vide page 2 para D Notes of Evidence). I found that the plaintiffs had established that 449 belongs to the plaintiffs.

No.5
Grounds of
Judgment - 31st
August 1978
(Contd.)

20 Secondly the plaintiffs' pleaded that they let 449 to one D. Abdullah on a monthly tenancy. The defendant made no admission of this fact save that D. Abdullah was a tenant of the premises prior to 9.12.53. The plaintiffs had produced receipt (P.4) which showed the rent paid by D. Abdullah for the month ending 31.10.76. It was satisfied that D. Abdullah was a monthly tenant of the plaintiffs.

30 Thirdly the plaintiffs pleaded that a notice to quit dated 2.11.76 was served by registered post on D. Abdullah at 449 determining his tenancy on 31.12.76. Further a notice to quit dated 24.12.76 was served on the Chief Justice of Singapore. The defendant made no admission of both these matters. P.W.1 Smith Catherine Dawn a receptionist and despatch clerk with the firm of Kirpal Singh & Co. testified posting by registered post a notice to quit dated 2.11.76 to Abdullah at 449. She produced postal document exhibit P.2 showing that a registered letter was posted to 449 on 3.11.76. She stated the notice to quit was not returned to the plaintiffs solicitors by the postal authorities. It was not denied by defendant that it was not received in his absence by his son. In the case of Gresham House Estate Co. v Rossa Granie Gold Mining Co. reported at page 119 of the Weekly Notes of 1870 it was held, that if a letter properly directed, containing a notice to quit, is proved to have been put into the post-office, it is presumed that the letter reached its destination at the proper time according to the regular course of business of the post-office, and was received by the person to whom it was addressed". P.W. 2

40 testified that pursuant to the notice to quit dated 2.11.76 his solicitors received the letter at page 1 of the agreed bundle. I was satisfied that the notice to quit dated 2.11.76 terminated Abdullah's tenancy. Further I was satisfied that the notice to quit (AB.3) was served on the Chief Justice and acknowledged by the Assistant Registrar by his letter of AB.6.

50

In the District
Court of the
Republic of
Singapore

No.5
Grounds of
Judgment - 31st
August 1978
(Contd.)

Fourthly plaintiffs pleaded that D.Abdullah returned to India and died. The defendant made no admission of this matter.

On the scanty evidence before me I was unable to make any finding as to whether or not D. Abdullah was dead. Certainly the evidence was insufficient to establish that he was dead.

I will now deal with the main issued and that is whether or not the defendant was unlawfully in occupation of the premises as pleaded by the plaintiffs. The plaintiffs had pleaded that the defendant was in occupation of the premises claiming to be lawfully entitled to do so under two deeds executed in 1953. The defendant pleaded that he was a tenant of the premises by virtue of and under a Deed of Assignment made between him and Abdullah on 9.12.53 (exhibit D.1). D.1 is the agreement dated 9.12.53.

In the course of the trial the defendant testified that he had seen the late Low Cheng Mong the former manager/secretary with Estate Trust, collections of rent for plaintiffs and requested the transfer of the tenancy into his name. Low referred him to solicitors Osborne Jones. Defendant stated that he paid \$1,000.00 to Low Cheng Mong for the transfer of the premises to him. At the office of Osborne Jones the agreement D.1 was executed. It was not pleaded by the Defendant that the premises were transferred to him with the knowledge and consent of plaintiffs' agents. If the premises was transferred into his name why did he receive receipts in the name of D. Abdullah. On this aspect I disbelieved the defendant that he made any attempt to transfer the tenancy directly into his name.

The agreement exhibit D.1 states:-

"AN AGREEMENT made the 9th day of December, One thousand nine hundred and fifty-three (1953) Between D. ABDULLAH of No.449 East Coast Road, Singapore, trader (hereinafter called "the Vendor") of the first part, MURUGAIYAN also known as MURUGIAH son of KATHAN also of No.449 East Coast Road, Singapore (hereinafter called "the Attorney") of the second part and PEER MOHAMED son of VANCHU MOHAMAD of No.725 North Bridge Road, Singapore, trader, (hereinafter called "the Purchaser" and Substitute Attorney) of the third part.

WHEREAS the vendor is the principal tenant of a premises situate and known as No.449 East Coast Road, Singapore, (hereinafter referred to as "the Premises") which said premises belong to the Estate & Trust Agencies (1927) Limited.

In the District Court of the Republic of Singapore

No.5
Grounds of
Judgment - 31st
August 1978
(Contd.)

10 AND WHEREAS the Vendor by deed dated the 6th day of August 1953, (such deed being registered in the Registry of the Supreme Court, Singapore, on the 27th day of August 1953 and numbered as 688 of 1953, appointing MURUGAIYAN also known as MURUGIAH son of KATHAN his Attorney in respect of the management of the aforesaid premises No.449 East Coast Road, Singapore,

20 AND WHEREAS the attorney by a deed dated the 4th day of December 1953, (such deed being registered in the Registry of the Supreme Court, Singapore, on the 5th day of December 1953, numbered as 978/53) appointed the Purchaser as a Substitute Attorney to manage the premises aforesaid.

30 AND WHEREAS the vendor and the attorney has agreed to sell to the Purchaser all fixtures and furniture in the said premises and the Purchaser has agreed to purchase the same for the sum of Dollars three thousand three hundred (\$3,300/-) and it is further agreed that the Vendor shall cease to be the principal tenant of the said premises and that the powers granted to the Attorney in connection with the management of the said premises shall be deemed to be null and void from the date of execution of these presents.

NOW THIS AGREEMENT WITNESSETH as follows:-

40 1. In consideration of the sum of Dollars three thousand three hundred (\$3,300/-) now paid by purchaser to the Vendor and the Attorney (the receipt whereof the vendor and the Attorney acknowledge) the Vendor and the Attorney hereby assign unto the Purchaser all furniture and fixtures contained in the said premises, and to hold the same unto the Purchaser absolutely.

50 2. The Vendor and the Attorney covenant with the Purchaser that he has power to transfer the tenancy of the aforesaid premises into his name.

3. The Purchaser agrees with the Vendor and Attorney that he will undertake on his own account to have the tenancy transferred into his name and all expenses incurred shall be borne by him.

In the District
Court of the
Republic of
Singapore

No.5
Grounds of
Judgment - 31st
August 1978
(Contd.)

4. The Vendor and the Attorney agree with the Purchaser that he has power from the execution of these presents to collect rents from the sub-tenants (if any) of the said premises, which said rent shall belong to the Purchaser.

5. All City Council consolidated accounts from the execution hereof shall be paid by the Purchaser. 10

6. The Vendor and the Attorney hereby further agree with the purchaser that they will have no right title or claim in the premises aforesaid as from the date of execution of these presents.

IN WITNESS WHEREOF we have hereunto set our hands and seal the day and year first above-written.

SIGNED SEALED AND DELIVERED by)
the abovenamed D. ABDULLAH in) Sd. xxx 20
the presence of:-)

Sd. xxx

SIGNED SEALED AND DELIVERED by)
the abovenamed MURUGAIYAN also) Sd. xxx
known as MURUGIAH son of)
KATHAN in the presence of:-)

Sd. xxx

SIGNED SEALED AND DELIVERED by)
the abovenamed PEER MOHAMED) Sd. xxx 30
son of VANCHU MOHAMAD in the)
presence of:-)

Sd. xxx

By this agreement the vendor D. Abdullah and his attorney Murugish sold all fixtures and furniture at 449 to the purchaser Peer Mohamed for \$3,300/-. D. Abdullah agreed to cease to be principal tenant and also parted with possession of the tenancy to the defendant. He also covenanted that he had power to transfer the tenancy of the premises into the defendant's name and 40

agreed with the defendant that he will have no right, title or claim in the premises from the date 9.12.53 and lastly it was agreed between the parties to the agreement that defendant will undertake on his own account to have the tenancy transferred into his name and to bear all expenses.

In the District
Court of the
Republic of
Singapore

No.5
Grounds of
Judgment - 31st
August 1978
(Contd.)

10 At page 939 of Woodfall on Landlord & Tenant 27th edition it is stated 'In the absence of proof to the contrary, a person who has obtained possession from a tenant will be presumed to be in possession as assignee of the term and not a mere sub-tenant.'

20 On a consideration of the agreement D.1 I was of the view that Abdullah had the power to assign his tenancy of the premises. As he had no more interest in the premises he granted to the defendant a tenancy and parted with possession of the whole of 449 to the defendant leaving it for defendant to take steps to become the principal tenant of the plaintiff.

30 The evidence established that the defendant continued to pay rent on behalf of D. Abdullah. The plaintiffs had by serving the notice to quit dated 2.11.76 addressed to D. Abdullah at 449 terminated Abdullah's tenancy. No where had the plaintiffs pleaded that Abdullah was prohibited from subletting or assigning the premises when he became the tenant thereof. In the circumstances the defendant being a tenant was not unlawfully in occupation of 449 and was entitled to protection under the Control of Rent Act Chapter 266. The plaintiffs claim was dismissed with costs.

40 Dated this 31st day of August 1978.

Sd: DALIP SINGH
DISTRICT JUDGE

/wsc/gwp

In the High
Court of the
Republic of
Singapore

NO.6

PETITION OF APPEAL - 23RD SEPTEMBER
1978

No.6
Petition of
Appeal -
23rd September
1978

PETITION OF APPEAL TO
THE HIGH COURT

CIVIL APPEAL NO.25 OF 1978

BETWEEN

10

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Appellants

AND

V.M. PEER MOHAMED Respondent

(In the Matter of D.C. Summons No.1049 of
1977)

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Plaintiffs

AND

20

V.M. PEER MOHAMED Defendant

PETITION OF APPEAL

TO THE HONOURABLE THE JUDGES OF THE SUPREME
COURT

The Petition of the abovenamed
Appellants showeth:-

1. The appeal arises from a claim of the
Plaintiffs for possession of the premises
known as No.449 East Coast Road, Singapore.

2. By Judgment dated the 27th day of March 30
1978 Judgment was given by His Honour Mr.
Dalip Singh for the Defendant.

3. Your Petitioners are dissatisfied with
the said Judgment on the following ground:

a) The learned District Judge erred in
fact and in law in holding that the
Defendant had lawfully obtained the
tenancy of the premises from the
tenant on record, D. Abdullah, under
the Agreement dated 9th December 1953. 40

The Appellants will contend that there was an assignment of the furniture and fixtures on the premises to the Defendant under the said document, but no assignment of the tenancy.

In the High Court of the Republic of Singapore

4. Your Petitioner pray that such Judgment may be reversed.

No.6
Petition of Appeal - 23rd September 1978
(Contd.)

10 Dated the 23rd day of September 1978

Sd: Kirpal Singh & Co.
Solicitors for the Appellants

To: The abovenamed Respondent/Defendant and his Solicitors M/s. J.B. Jeyaretnam & Co. Suites 1501-1504 Tunas Building, 114 Anson Road, Singapore.

NO. 7

NOTES OF ARGUMENT - 15TH JANUARY 1980

No.7
Notes of Argument - 15th January 1980

20

NOTES OF ARGUMENT RECORDED IN THE HIGH COURT

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

DISTRICT COURT APPEAL NO.35 OF 1978

BETWEEN

THE GREAT EASTERN LIFE ASSURANCE COMPANY LIMITED Appellants

AND

30 V.M. PEER MOHAMED Respondent

(In the Matter of D.C. Summons No.1049 of 1977)

BETWEEN

THE GREAT EASTERN LIFE ASSURANCE COMPANY LIMITED Plaintiffs

AND

V.M. PEER MOHAMED Defendant

Tuesday, 15th January 1980 Coram: Kulasekaram J.

Mr. Kirpal Singh for Appellants,
Mr. J.B. Jeyaretnam for Respondent.

Mr. K. Singh:

No.7
Notes of
Argument -
15th January
1980 (Contd.)

D.J. in his Grounds of D. has set out.
Refers to R39 at D.

D.J. was seeking to support the
deft.'s position or case by this
passage.

10

Refers to passage - Page 939 of
Woodfall - para 2010.

This passage is for purposes of serving
a notice to quit. It is to help
service of notice to quit on the
tenant. In such a case service on the
person in possession will be treated
as service on the assignee and not a
mere sub-tenant. In our case a person
who claims to be an assignee should
establish he is an assignee. Under
our Conveyancing and Law of Property
Act, Cap. 268, Sec. 53(1).

20

1949 MLJ 271 Magappan. Assignment
must be by deed.

Deft. has produced a deed which is
at R70. This particular document does
not assign the tenancy of the premises.

Refers to last para of R39. We say
learned D.J. erred when he took the
view that D1 granted or assigned to the
deft. the tenancy of these premises.

30

Refers to Petn. of Appeal.

There is only one ground of Appeal.
Refers to R70.

The recital shows there was to be sale
of fixture and furniture on the premises
and for this a consideration of \$3,300
passed from purchaser to vendor and
thereafter the vendor would cease to
have anything to do with the premises.

40

Vendor is going to (1) sell the fixture and
furniture and (2) thereafter he will have
nothing to do with the premises. There is
no recital to say that the vendor is selling
the tenancy to the purchaser for any
consideration.

Secondly no recital to say he is transferring
or assigning or intending to assign the
tenancy to the deft.

50

Now the operative part of the deed Clause 1 at R71 is clear.

In the High Court of the Republic of Singapore

Nowhere in the deed is there any movement of the tenancy from the vendor to the purchaser. Bowman & Tyler on Conveyancing. Page 268 Assignment of a lease.

No.7
Notes of Argument -
15th January
1980 (Contd.)

10 "A tenant may
Assignment of a lease".

(To photostat pages 268 & 269.)

Refers to

17 QBD (1886) at 286. Ex parte Dawes. This is a deed of assignment - what appears on the face of it and nothing else.

3 rules of construction.
Apply these - there is no assignment here.

Mr. Jeyaretnam:

20 I say the whole argument proceeds upon a wrong conception. This is not a leasehold. A monthly tenancy is far removed from a lease.

Paragraph 2 - on a monthly tenancy.

There is no requirement that an assignment of a monthly tenancy should be by deed.

This is a question of fact whether a monthly tenancy has been assigned.

Leasehold contract - it has to be in writing. Monthly tenancy not registrable.

30 The learned D.J. has made a finding of fact. From 1953 deft. tendered rents. From 1970 onwards he sent cheques for the payment of the rents.

Refers to 1959 MLJ 249
1953 MLJ 102. Ayyar va Parameswara Iyer.

Mr. K. Singh

1949 MLJ 271. Nagappan.
1958 MLJ 219. Medical Office.

40 Reg. of Deeds. Cap. 281 Sec. 25.
(1887) 12 A.C. 538 Blackburn va Vigors.

Court: C.A.V.

Inld. T.K.

In the High
Court of the
Republic of
Singapore

NO. 8

JUDGMENT - 23RD JUNE 1981

No.8
Judgment -
23rd June
1981

JUDGMENT DELIVERED IN THE
HIGH COURT

IN THE HIGH COURT OF THE REPUBLIC OF
SINGAPORE

District Court) 10
Appeal No. 25 of 1978) BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED
Appellants

AND

V.M. PEER MOHAMED
Respondent

(In the Matter of DC
Summons No.1409 of
1977) 20

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED
Plaintiffs

AND

V.M. PEER MOHAMED
Defendants

JUDGMENT

THIS 23RD DAY OF JUNE 1981

BEFORE THE HONOURABLE MR. JUSTICE T. 30
KULASEKARAM IN OPEN COURT

UPON the Appeal of The Great Eastern
Life Assurance Company Limited from the
Judgment of the District Judge dated 27th
day of March 1978 coming on for hearing on
the 15th day of January 1980 in the presence
of Counsel for the Appellants and for the
Respondent

AND UPON READING the Record of Appeal
AND UPON HEARING Counsel for the Appellants 40
and for the Respondent the Appeal being
stood over for judgment.

AND coming on for judgment this day
IT IS ORDERED that:-

In the High
Court of the
Republic of
Singapore

- 10
- 1) The appeal be allowed and the said judgment dated the 27th day of March 1978 Be and Is hereby set aside and that judgment be entered for the Appellants for recovery of possession of the land and premises known as No. 449 East Coast Road, Singapore.
 - 2) The Respondent do quit and deliver vacant possession of the said land and premises to the Appellants on or before 31st August 1981

No.8
Judgment -
23rd June
1981 (Contd.)

AND DO PAY mesne profits to the Appellants at \$57-05 per month as from 1st November 1976 to date of delivery up of vacant possession as aforesaid.

20 And the costs of the Appeal and of the Action below

And that the sum of \$250.00 paid by the Appellants into Court as security for costs be paid out to the Solicitors for the Appellants.

Entered this 19th day of August 1981
in Volume 235 Page 171 at 3.55 p.m.

Sd: Tay Yong Kwang
ASST REGISTRAR

30

NO. 9
GROUNDS OF JUDGMENT - 23RD JUNE 1981

No.9
Grounds of
Judgment - 23rd
June 1981

GROUNDS OF JUDGMENT
RECORDED IN THE HIGH COURT
IN THE HIGH COURT IN SINGAPORE

District Court Appeal)
No.25 of 1978)

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED
Appellants

40

AND

V.M.PEER MOHAMED
Respondent
(In the Matter of D.C.
Summons No.1049 of 1977)

In the High
Court of the
Republic of
Singapore

No.9
Grounds of
Judgment -
23rd June
1981 (Contd.)

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED
Plaintiffs

AND

V.M. PEER MOHAMED
Defendant

10

CORAM: T. Kulasekaram J.

JUDGMENT

This is an appeal from the decision of a District Court judge in an action for recovery of possession of premises No.449 East Coast Road. The appellants, the plaintiffs in the action, are the owners of the premises which were let on a monthly tenancy to one D. Abdullah. The premises are rent controlled premises and there were no restrictions on sub-letting or assigning.

20

In November 1976 the appellants sent by registered post a notice to quit addressed to D. Abdullah at the premises determining the contractual tenancy on 31st December 1976. Subsequently, on discovering that D. Abdullah had on a date unknown to them returned to India where he had died, they served a second notice to quit dated 24th December 1976 on the Chief Justice determining the tenancy in the name of D. Abdullah on 31st January 1977.

30

In March 1977 the appellants commenced proceedings in the District Court against the respondent, V.M. Peer Mohamed who they allege was in unlawful occupation of the premises and claimed possession of the premises. The defence of the respondent, as pleaded, was that "he is the tenant of the premises by virtue of and under a Deed of Assignment made between him and D. Abdullah on the 9th day of December 1973." It was further pleaded that the respondent had since 1954 paid rent to the appellants.

40

The said Deed of Assignment which is dated 9th December is an agreement between and executed by three parties. In it D. Abdullah is described as "the Vendor", the respondent as "the Purchaser" and a third person, Murugaiyan as "the Attorney". It is recited that D. Abdullah had by a Power of Attorney dated 6th August 1973 appointed

50

Murugaiyan his attorney "in respect of the management" of the said premises. It is also recited that Murugaiyan by a Deed dated 4th December 1973 appointed the respondent as "substitute Attorney" to manage the said premises.

In the High Court of the Republic of Singapore

No.9
Grounds of Judgment -
23rd June
1981 (Contd.)

10 Under the so-called Deed of Assignment, D. Abdullah and Murugaiyan assigned to the respondent in consideration of the sum of \$3,300.00 paid by the respondent to D. Abdullah and Murugaiyan all the furniture and fittings in the said premises. By clause 2 of the so-called Deed of Assignment D. Abdullah and Murugaiyan "covenant with (the respondent) that he has power to transfer the tenancy of the aforesaid premises into his name." By 20 Clause 3 the respondent "undertakes on his own account to have the tenancy transferred into his name."

30 During the trial the respondent gave evidence that he had seen the then manager/ secretary of the rent collecting agents of the appellants and requested the transfer of the tenancy into his name. He also testified that he paid this person \$1,000.00 for the transfer of the tenancy into his name. The trial judge disbelieved the respondent. However, the trial judge dismissed the appellants' claim for possession. He held the view that D. Abdullah had power to assign the tenancy of the premises and had parted with possession of the premises to the respondent. He found that the respondent was the tenant relying on a passage in Woodfall on Landlord & Tenant (27th Ed.) at page 939 which reads:-

40 "In the absence of proof to the contrary, a person who has obtained possession from a tenant will be presumed to be in possession as assignee of the term and not a mere sub-tenant."

50 In my judgment the trial judge erred in holding that the respondent became the tenant of the premises by virtue of the so-called Deed of Assignment. It is plain that under this document the tenancy of the premises had not been assigned by D. Abdullah to the respondent. It was merely an agreement evidencing the sale and transferring possession of the furniture and fittings on the premises by D. Abdullah to the respondent. The trial judge disbelieved the respondent's evidence that he attempted to obtain the transfer of the tenancy into his name. On that finding the respondent was never a tenant of

In the High
Court of the
Republic of
Singapore

No.9
Grounds of
Judgment -
23rd June
1981 (Contd.)

the premises holding a tenancy from the appellants and the trial judge was wrong in holding that the respondent was a tenant lawfully in occupation of the premises. As the respondent has never asserted in his pleadings or during the trial that he was in occupation as sub-tenant and as the tenancy of D. Abdullah had been lawfully terminated by the notice to quit dated 2nd November 1976 I am of the opinion that he is not entitled to protection under the provisions of the Control of Rent Act (Cap. 266), and accordingly the appeal succeeds. There will be an order that the appellants are entitled to possession of the premises and that the respondent delivers up possession of the premises to the appellants on or before 31st August 1981.

10

The appellants are also entitled to costs here and in the court below.

20

Dated this 23rd day of June 1981.

Sd: T. Kulasekaram
JUDGE

/wsc/gwp

In the Court
of Appeal of
the Republic
of Singapore

No.10
Notice of
Appeal - 15th
July 1981

NO. 10

NOTICE OF APPEAL - 15TH JULY 1981

NOTICE OF APPEAL OF THE
DEFENDANT/APPELLANT TO THE
COURT OF APPEAL

30

IN THE COURT OF APPEAL OF THE REPUBLIC OF
SINGAPORE

CIVIL APPEAL NO.60 OF 1981

BETWEEN

V.M. PEER MOHAMED Appellant

AND

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Respondent

40

IN THE MATTER OF DISTRICT COURT APPEAL
NO.25 OF 1978

BETWEEN

THE GREAT EASTERN LIFE ASSURANCE Appellants
COMPANY LIMITED (Plaintiffs)

AND

V.M. PEER MOHAMED Respondent (Defendant)

NOTICE OF APPEAL

Take Notice that the abovenamed Appellant

being dissatisfied with the decision of the Honourable Mr. Justice T. Kulasekaram given at Singapore on the 23rd day of June 1981 appeals to the Court of Appeal against the whole of the said decision.

In the Court of Appeal of the Republic of Singapore

Dated the 15th day of July 1981.

No.10
Notice of Appeal - 15th July 1981 (Contd.)

10

Sd: J.B. Jeyaretnam & Co.
Solicitors for the Appellant

To: The Registrar,
Supreme Court,
Singapore.

And to: Messrs Kirpal Singh & CO.
Solicitors for the Respondents,
Singapore.

20

The address for service of the Appellant is c/o Messrs J.B. Jeyaretnam & Co., of Suite 602, 6th Floor, Colombo Court, Singapore 0617.

NO. 11

PETITION OF APPEAL - 22ND AUGUST 1981

PETITION OF APPEAL TO THE COURT OF APPEAL

No.11
Petition of Appeal - 22nd August 1981

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

CIVIL APPEAL NO.60 OF 1981

30

BETWEEN

V.M. PEER MOHAMED Appellant

AND

THE GREAT EASTERN LIFE ASSURANCE COMPANY LIMITED Respondents

IN THE MATTER OF DISTRICT COURT APPEAL NO.25 OF 1978

BETWEEN

THE GREAT EASTERN LIFE ASSURANCE COMPANY LIMITED Appellants

40

AND

V.M. PEER MOHAMED Respondents

PETITION OF APPEAL

To the Honourable the Judges of the Court of Appeal.

The Petition of the abovenamed V.M. Peer

In the Court
of Appeal of
the Republic
of Singapore

No.11
Petition of
Appeal - 22nd
August 1981
(Contd.)

Mohamed showeth:-

1. The appeal arises from a claim by the Great Eastern Life Assurance Company Limited, the Respondents herein, in D.C. Summons No.1049 of 1977 for possession of premises situate and known as No.449 East Coast Road, Singapore, from the Appellant on the ground that he was a trespasser.

10

2. By Judgment given on the 27th day of March 1978 the District Court dismissed the Respondents' claim and adjudged that the Appellant herein was a tenant of the said premises by virtue of an assignment of the tenancy to him from the previous tenant.

3. The Respondents being dissatisfied with the Judgment of the District Court appealed therefrom to the High Court in District Court Appeal No.25 of 1978.

20

4. The said appeal was heard by the High Court on the 15th of January 1980 when the court reserved its Judgment.

5. By Judgment dated the 23rd day of June 1981, the High Court allowed the said appeal setting aside the Judgment of the District Court and ordered that Judgment be entered for the Respondents on their claim in the said summons.

6. Your Petitioner is dissatisfied with the said Judgment on the following grounds:-

30

(A) The High Court erred in holding that "the tenancy of the premises had not been assigned by D. Abdullah (the previous tenant) to the Respondent" (Appellant herein)

(B) The High Court erred in law and in fact in construing the agreement (Exhibit D1) as simply one "evidencing the sale and transferring possession of the furniture and fittings on the premises" ignoring the provisions therein which clearly spoke of an assignment of the tenancy.

40

(C) The High Court erred in law and in fact in failing to construe the agreement in the light of the conduct of the parties subsequent to agreement.

(D) The High Court erred in law in holding that the tenancy of D. Abdullah had been validly terminated.

50

7. Your Petitioner prays that such Judgment In the Court
may be reversed or set aside and that such of Appeal of
order may be made thereon as may be just. the Republic
of Singapore

Dated the 22nd day of August 1981.

Sd: J.B. Jeyaretnum & Co.
Solicitors for the said
V.M. Peer Mohamed

No.11
Petition of
Appeal - 22nd
August 1981
(Contd.)

10

To: M/s. Kirpal Singh & Co.
Solicitors for the Great Eastern
Life Assurance Ltd.

No.12

JUDGMENT - 9TH SEPTEMBER 1982

No.12
Judgment - 9th
September 1982

IN THE COURT OF APPEAL OF THE REPUBLIC OF
SINGAPORE

CIVIL APPEAL NO.60 OF 1981

20

BETWEEN

V.M. PEER MOHAMED Appellant

AND

THE GREAT EASTERN LIFE ASSURANCE
CO. LTD. Respondents

(In the Matter of District Court Appeal
No. 25 of 1978

BETWEEN

THE GREAT EASTERN LIFE ASSURANCE
CO. LTD. Appellants

30

AND

V.M. PEER MOHAMED Respondent)

Coram: Wee Chong Jin, C.J.
Lai Kew Chai, J.
F.A. Chua, J.

JUDGMENT

On 9th December 1953 one D. Abdullah was
the tenant under an oral monthly tenancy of
No.449 East Coast Road, Singapore (the premises)

In the Court
of Appeal of
the Republic
of Singapore

No.12
Judgment -
9th September
1982 (Contd.)

and the Great Eastern Life Assurance
Company Limited, the respondents in
this appeal, were and still are the
landlord of the premises. On that day
D. Abdullah "as Vendor" entered into
an "Agreement" under seal with the
appellant, Peer Mohamed "as Purchaser".

The material recitals in the deed
read as follows:-

10

"WHEREAS the Vendor is the
principal tenant of premises
situate and known as No.449 East
Coast Road, Singapore

AND WHEREAS the Vendor ...has
agreed to sell to the Purchaser
all fixtures and furniture in the
said premises and the Purchaser
has agreed to purchase the same
for the sum of Dollars three
thousand three hundred (\$3,300) and
it is further agreed that the
Vendor shall cease to be the
principal tenant of the said
premises ...".

20

The material operative part of the deed
states as follows:-

"NOW THIS AGREEMENT WITNESSETH as
follows:-

1. In consideration of the sum of
Dollars three thousand three hundred
(\$3,300) now paid by the Purchaser
to the Vendor ... the Vendor ...
hereby assign unto the Purchaser all
furniture and fixtures on the said
premises and do hold the same unto
the Purchaser absolutely.
2. The Vendor ... covenant with the
Purchaser that he has power to transfer
the tenancy of the aforesaid premises
into his own name.
3. The Purchaser agrees with the Vendor
... that he will undertake on his own
accord to have the tenancy transferred
into his name and all expenses
incurred shall be borne by him."

30

40

The appellant's assertion that he
attempted to transfer the tenancy of the
premises to his own name was disbelieved by
the trial judge who also found that all
future rent receipts were made out in the
name of D. Abdullah.

50

The sole issue in this appeal is whether on the true construction of the deed the tenancy of the premises had been transferred by way of assignment to the Appellant by D. Abdullah. It is conceded on behalf of the appellant that a transfer of the tenancy by way of an assignment would have to be made by deed.

In the Court
of Appeal of
the Republic
of Singapore

No.12
Judgment -
9th September
1982 (Contd.)

10 The High Court came to the conclusion that under the document the tenancy of the premises had not been assigned by D. Abdullah to the appellant and held that it was merely an agreement evidencing the sale of the furniture and fittings on the premises by D. Abdullah to the appellant.

20 We agree with the conclusion and finding of the High Court. The rules applicable to the construction of such an instrument as the one under consideration are set out in the judgment of Lopes, L.J. in Ex Parte Dawes. In Re Moon (17 QBD 275 at page 289):-

30 "There are several well-established rules applicable to the construction of deeds. One is this, that, if the operative part of a deed is clear, and the recitals are not clear, the operative part must prevail. Again, if the recitals are clear, but the operative part is ambiguous, the recitals control the operative part. If again, the operative part and the recitals are both clear, but the one is inconsistent with the other, the operative part must prevail."

40 In the present case, we are of the opinion that there is no ambiguity in the operative part of the deed. It transfers the property in the fixtures and fittings on the premises and nothing else to the appellant. Similarly, in our opinion, the recitals are clear. They state that D. Abdullah has agreed to sell the fixture and fittings to the appellant. If the latter part of the recitals referring to the agreement of the parties that D. Abdullah shall cease to be the principal tenant of the premises can be said to be ambiguous in so far as a transfer of the tenancy is concerned, the ambiguity is resolved
50 by the clear words in the operative part where it is stated that the appellant "would undertake on his own account to have the tenancy transferred into his own name."

Accordingly, the appeal must be dismissed

In the Court
of Appeal of
the Republic
of Singapore

No.12
Judgment -
9th September
1982 (Contd.)

with costs.

Sd: Wee Chong Jin
(WEE CHONG JIN)
CHIEF JUSTICE

Sd: Lai Kew Chai
(LAI KEW CHAI)
JUDGE

10

Sd: F.A. Chua
(F.A. CHUA)
JUDGE

Singapore, 9th September 1982.

No.13
Order - 9th
September 1983

NO. 13
ORDER - 9TH SEPTEMBER 1983

ORDER OF APPEAL OF THE
COURT OF APPEAL

IN THE COURT OF APPEAL IN SINGAPORE

20

CIVIL APPEAL)
NO.60 OF 1981)

BETWEEN

V.M. PEER MOHAMED Appellant

AND

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Respondents

In the Matter of D.C.Appeal No.25 of 1978

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Appellants

30

AND

V.M. PEER MOHAMED Respondent

In the Matter of D.C. Summons No.1049 of 1977

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Plaintiffs

AND

V.M. PEER MOHAMED Defendant

ORDER OF COURT OF APPEAL

40

CORAM: THE HONOURABLE THE CHIEF JUSTICE
MR JUSTICE WEE CHONG JIN

THE HONOURABLE MR JUSTICE LAI KEW CHAI
THE HONOURABLE MR. JUSTICE F.A.CHUA

In the Court
of Appeal of
the Republic
of Singapore

IN OPEN COURT

THIS 9TH DAY OF SEPTEMBER 1982

No.13
Order - 9th
September 1983
(Contd.)

10 THIS APPEAL herein coming on for hearing
on 17th August 1982 in the presence of
Counsel for the Appellant and for the
Respondents AND UPON READING the Record of
Appeal AND UPON HEARING Counsel being stood
over for Judgment and coming on for Judgment
this day

THIS COURT DOTH NOW ORDER that:

- 1) The appeal DO STAND DISMISSED with costs
to be paid by the Appellant to the
Respondents;
- 20 2) The sum of \$500.00 paid into court by
the Appellant being security for costs
of the appeal be paid out of Court to
the Solicitors for the Respondents.

GIVEN under my hand and seal of this
Court this 18th day of September 1982.

Sd: Illegible
Asst. Registrar

In the Court
of Appeal of
the Republic
of Singapore

No. 14

THE 22ND NOVEMBER 1982

No.14
Order allowing
leave to
appeal to the
Judicial
Committee of
the Privy
Council
22nd
November
1982

ORDER OF COURT GRANTING
LEAVE TO APPEAL TO THE
JUDICIAL COMMITTEE OF
THE PRIVY COUNCIL

10

IN THE COURT OF APPEAL OF THE REPUBLIC OF
SINGAPORE

CIVIL APPEAL NO.60 OF 1981

BETWEEN

V.M. PEER MOHAMED Appellant

AND

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Respondents

IN THE MATTER OF DISTRICT COURT APPEAL NO.25
OF 1978

20

BETWEEN

THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED Appellants

AND

V.M. PEER MOHAMED Respondent

ORDER OF COURT

BEFORE THE HONOURABLE THE CHIEF JUSTICE
MR. JUSTICE WEE CHONG JIN
THE HONOURABLE MR. JUSTICE T. KULASEKARM
THE HONOURABLE MR. JUSTICE LAI KEW CHAI

30

IN OPEN COURT

UPON the application of the abovenamed
appellant made by way of Notice of Motion
dated the 11th day of October 1982 coming
on for hearing on the 22nd day of November
1982, this day AND UPON READING the
affidavit of Mohamed Ali Farok filed herein
on the 12th day of November 1982 and the
affidavit of Liang Hwa Kwang filed herein
on the 19th day of November 1982 AND UPON
HEARING Counsel for the Appellant THIS
COURT DOETH NOW ORDER that:

40

1) The Appellant do have leave under Section 3(1)(a)(i), (ii) and (iii) of the Judicial Committee Act (Cap. 8) to appeal to the Judicial Committee of Her Britannic Majesty's Privy Council against the whole of the Judgment of the Court of Appeal delivered herein at Singapore on the 9th day of September 1982.

10

2) By consent execution of the Order for Possession only be suspended pending determination of the appeal pursuant to Section 4(2) of the said Act and upon condition the Appellant pay the Respondent rent at \$800.00 only per month as from 1st April 1982 until the determination of the Appeal

20

3) The costs of this application be costs in the cause.

Dated the 22nd day of November 1982.

Sd: Illegible
Asst Registrar

In the Court
of Appeal of
the Republic
of Singapore

No.14

Order
allowing
leave to
appeal to
the Judicial
Committee of
the Privy
Council -
22nd November
1982
(Contd.)

Deed Con-
ferring
Power of
Attorney
- 4th
December
1953

DEED MADE BY MURUGAIYAN CONFERRING
POWER OF ATTORNEY

A DEED made the 4th day of December,
One thousand nine hundred and fifty-three
(1953) by me MURUGAIYAN also known as
MURUGIAH son of KATHAN of No.449 East
Coast Road, Singapore.

10

WHEREAS one D. ABDULLAH of No.449
East Coast Road, Singapore, did by deed
dated the 6th day of August One thousand
nine hundred and fifty three (1953) (such
deed being registered in the Registry of
the Supreme Court of Singapore on the
27th day of August, 1953 and numbered 688
of 1953). appoint me MURUGAIYAN also known
as MURUGIAH son of KATHAN his attorney for
him and in his name to do certain acts and
things connected with the premises at No.
449 East Coast Road, Singapore and the
control and management thereof.

20

NOW THIS DEED WITNESSETH that by virtue
of such power and of all other powers me
the said MURUGAIYAN also known as MURUGIAH
son of KATHAN hereunto enabling I hereby
appoint PEER MOHAMED son of VANCHU MOHAMMAD
of No. 725, North Bridge Road, Singapore,
(Identity card Sccc No.09856) to be the
attorney of the said D. ABDULLAH for him
and in his name or in my name to do and
perform all or any of the acts, matters
and things which I was authorised to do by
the said D. ABDULLAH in the same manner and
as effectually as the said D. ABDULLAH or
as I might now do them or any of them or as
he the said PEER MOHAMED son of VANCHU
MOHAMMAD could have done them or any of them
if he had in my stead received authority
thereto in the said Deed.

30

40

AND I HEREBY AGREE to ratify and
confirm all the said PEER MOHAMED son of
VANCHU MOHAMMAD shall do or cause to be
done by virtue hereof.

IN WITNESS WHEREOF I have hereunto set
my hand and seal the day and year first
above-written

SIGNED SEALED AND DELIVERED by)
the abovenamed MURUGAIYAN also)
known as MURUGIAH son of)
KATHAN in the presence of:-)

50

On this 4th day of December, A.D.1953,
before me DAVID GEORGE OSBORNE-JONES an
Advocate and Solicitor of the Supreme Court
of Singapore, practising in the Island of
Singapore personally appeared MURUGAIYAN
also known as MURUGIAH son of KATHAN, who
from information given to me by trustworthy
and respectable persons namely E.M. MOHAMED
YASEEN of No.186 Selegie Road, Singapore
trader and I verily believe to be the
identical person whose name "
is subscribed to the above written instrument
and acknowledged that he had voluntarily
executed this instrument at Singapore.

10

EXHIBIT D4

Deed Con-
ferring
Power of
Attorney -
4th December
1953 (Contd.)

WITNESS my hand.

Agreement
9th
December
1953

AGREEMENT BETWEEN D. ABDULLAH (1)
MURUGAIYAN (2) AND PEER MOHAMED (3)

STAMP OFFICE \$3100

AN AGREEMENT made the 9th day of December, One thousand nine hundred and fifty three (1953) Between D. ABDULLAH of No.449, East Coast Road, Singapore, trader (hereinafter called "the Vendor") of the first part, MURUGAIYAN also known as MURUGIAH son of KATHAN also of No.449 East Coast Road, Singapore (hereinafter called "the Attorney") of the second part and PEER MOHAMED son of VANCHU MOHAMMAD of No.725, North Bridge Road, Singapore, trader, (hereinafter called "the Purchaser" and Substitute Attorney) of the third part 10

WHEREAS the vendor is the principal tenant of a premises situate and known as No.449 East Coast Road, Singapore, (hereinafter referred to as "the Premises") which said premises belong to the Estate & Trust Agencies (1927) Limited. 20

AND WHEREAS the Vendor by deed dated the 6th day of August 1953, (such deed being registered in the Registry of the Supreme Court, Singapore, on the 27th day of August 1953 and numbered as 688 of 1953, appointing MURUGAIYAN also known as MURUGIAH son of KATHAN his Attorney in respect of the management of the aforesaid premises No.449 East Coast Road, Singapore. 30

AND WHEREAS the attorney by a deed dated the 4th day of December 1953, (such deed being registered in the Registry of the Supreme Court, Singapore, on the 5th day of December 1953, numbered as 978/53) appointed the Purchaser as a Substitute Attorney to manage the premises aforesaid. 40

AND WHEREAS the vendor and the attorney has agreed to sell to the Purchaser all fixtures and furniture in the said premises and the Purchaser has agreed to purchase the same for the sum of Dollars three thousand three hundred (\$3,300/-) and it is further agreed that the Vendor shall cease to be the principal tenant of the said premises and that the powers granted to the Attorney in connection with the management of the said premises shall be deemed to be null and void from the date of execution of these presents. 50

NOW THIS AGREEMENT WITNESSETH
as follows:-

EXHIBIT D1
Agreement
9th December
1953
(Contd.)

10 1. IN consideration of the sum of Dollars three thousand three hundred (\$3,300/-) now paid by the purchaser to the vendor and the Attorney (the receipt whereof the Vendor and the Attorney hereby acknowledge) the Vendor and the Attorney hereby assign unto the Purchaser all furniture and fixtures contained in the said premises, and to hold the same unto the Purchaser absolutely.

2. The Vendor and the Attorney covenant with the Purchaser that he has power to transfer the tenancy of the aforesaid premises into his name.

20 3. The Purchaser agrees with the Vendor and Attorney that he will undertake on his own account to have the tenancy transferred into his name and all expenses incurred shall be borne by him.

4. The Vendor and the Attorney agree with the Purchaser that he has power from the execution of these presents to collect rents from the sub-tenants (if any) of the said premises, which said rent shall belong to the Purchaser.

5. All City Council consolidated accounts from the execution hereof shall be paid by the Purchaser.

30 6. The Vendor and the Attorney hereby further agree with the purchaser that they will have no right title or claim in the premises aforesaid as from the date of execution of these presents.

IN WITNESS WHEREOF we have hereunto set our hands and seal the day and year first above-written.

40 SIGNED SEALED AND DELIVERED by)
the abovenamed D. ABDULLAH)
in the presence of:-)

EXHIBIT D1

Agreement
9th December
1953
(Contd.)

SIGNED SEALED AND DELIVERED by)
the above named MURUGAIYAN also)
known as MURUGIAH son of)
KATHAN in the presence of:-)

SIGNED SEALED AND DELIVERED by)
the above named PEER MOHAMED)
son of VANCHU MOHAMMAD in the)
presence of:-)

EXHIBIT P1
NOTICE TO QUIT

EXHIBIT P1

Notice to
Quit 2nd
November
1976

KIRPAL SINGH & COMPANY
Advocates & Solicitors
Telephone: 94481 (2 Lines)

Address:

SUITE 1402, 14th FLOOR, Our Ref: KS/jl-111-76
O.C.B.C. CENTRE, Your Ref:
CHULIA STREET,
SINGAPORE 1. Date: November 2 1976

10

TO:

Mr. D. Abdullah,
449 East Coast Road,
SINGAPORE

REGISTERED

RE: NO. 449 EAST COAST ROAD, SINGAPORE

NOTICE TO QUIT

As solicitors for The Great Eastern
Life Assurance Co. Ltd. of O.C.B.C. Centre,
Singapore, we are instructed to and do hereby
give you Notice to Quit and deliver up to
our clients vacant possession of the
premises abovestated, which you hold on a
tenancy from our clients, on the 31st day
of December 1976 or on the expiration of
the month of your tenancy which will expire
next after the end of one calendar month
from the date of service of this Notice.

20

DATED this 2nd day of November, 1976.

SOLICITORS FOR THE GREAT
EASTERN LIFE ASSURANCE CO. LTD.

30

EXHIBIT AB2

Copy letter
Kirpal Singh
& Co. to
Chief Justice
of Singapore
- 24th
December
1976

EXHIBIT AB2

COPY LETTER KIRPAL SINGH & CO. TO
CHIEF JUSTICE OF SINGAPORE - 24TH
DECEMBER 1976

AGREED BUNDLE OF DOCUMENTS
EXHIBIT AB2

10

December 24, 76

The Honourable The Chief Justice,
Supreme Court,
SINGAPORE

NOTICE TO QUIT
449 EAST COAST ROAD SINGAPORE
EST. OF D. ABDULLAH, DECEASED

As solicitors for the Great Eastern Life Assurance Company Limited, the legal owners of the premises abovementioned, we hereby give you Notice to Quit and deliver up vacant possession of the said premises to our clients on the 31st day of January 1977 or on the expiration of the month of the tenancy held in the name of D. Abdullah deceased, which will expire next after the end of one calendar month from the date of the service of this Notice.

20

Dated this 24th day of December 1976.

SOLICITORS FOR THE GREAT EASTERN
LIFE ASSURANCE COMPANY LIMITED

30

EXHIBIT AB3

COPY LETTER KIRPAL SINGH & CO TO
REGISTRAR OF SUPREME COURT OF
SINGAPORE - 24TH DECEMBER 1976

EXHIBIT AB3

Copy letter
Kirpal Sing &
Co to Registrar
of Supreme Court
of Singapore -
24th December
1976

December 24, 1976

10 The Registrar,
Supreme Court,
SINGAPORE

Dear Sir,

NOTICE TO QUIT
449 EAST COAST ROAD
EST OF D. ABDULLAH DECEASED

We enclose herewith Notice to Quit in
respect of the abovenumbered premises.

Kindly acknowledge receipt.

20 Yours faithfully,

Encl.

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

B E T W E E N:

V.M. PEER MOHAMED

Appellant
(Defendant)

- AND -

THE GREAT EASTERN LIFE ASSURANCE
COMPANY LIMITED

Respondent
(Plaintiff)

RECORD OF PROCEEDINGS

WARD BOWIE
Clement House
99 Aldwych
London W.C.2.

Solicitors for the Appellant

COWARD CHANCE
Royex House
Aldermanbury Square
London EC2V 7LD

Solicitors for the
Respondent