

**Form 9K\***

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

**OPENING STATEMENT FOR PLAINTIFF/DEFENDANT (NEUTRAL EVALUATION)**

**1. Parties attending the Neutral Evaluation**

- (a) Plaintiff/Defendant/other party to suit
- (b) [Name of any other party attending; reason for attending]
- (c)

*Where party is a corporate entity,*

- (a) [Name and position of authorised representative of Plaintiff/Defendant]

**2. Brief summary of facts**

[Summarise your version of facts that gave rise to your claim/defence.]

**3. Claim/Defence/Counterclaim/Defence to Counterclaim**

[Summarise your legal claim or Defence.]

\*This Form may be downloaded from: <http://www.statecourts.gov.sg>

**4. Issues for Neutral Evaluation Evidence supporting claim**

**A. Legal issues in dispute**

- (a) [Summarise legal issue and refer to relevant legal authorities supporting your submission.]
- (b)
- (c)

**B. Disputes of Fact and supporting evidence**

- (a) [Summarise dispute of fact.]

Refer to *essential* documents you are currently relying on to support your position. This is without prejudice to modification after discovery. Append a copy of the relevant documents to the Opening Statement.

Refer to *essential* witnesses you are relying on, and provide brief outline of what you believe the witnesses will say. This is without prejudice to modification after extracting order of court containing directions for exchange of affidavits of evidence-in-chief.]

- (b)
- (c)

Dated this [-] day of [-] 20\_\_

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**SOLICITORS FOR THE [PLAINTIFF/DEFENDANT]**

**SAMPLE OPENING STATEMENT FOR NEUTRAL EVALUATION**

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

**OPENING STATEMENT FOR PLAINTIFF (NEUTRAL EVALUATION)**

**1. Parties attending the Neutral Evaluation on 7 May 2012**

*Where party is a corporate entity,*

(a) Mr See Chin Chong, director of Plaintiff company Z Renovation Pte Ltd

Ms See is authorised by the Defendant to settle the dispute.

(b) Mr Ho Xin Xin, designer of Plaintiff company Z Renovation Pte Ltd

Mr Ho was directly involved in the renovation of the Defendant's premises.

**2. Brief summary of facts**

The Defendant Mr Koh Xin Bok engaged the Plaintiff company to carry out renovation works of their property at 20 XX Street, Singapore on 3 January 2012. In a written agreement signed by the parties, the required works were specified in detail and it was stated that \$70,000 to be paid to the Plaintiff in 4 payments. By 2 March 2012, the Defendant had paid a total sum of \$40,000. The last payment of \$30,000 was due on 3 April 2012.

On 15 March, the Plaintiff contacted Mr Ho, alleging that there were defects that had to be repaired before he would make payment. Mr Ho arranged to rectify the alleged defects on 16 March. However, by 21 March, the Defendant told Mr Ho that the rectification was not done satisfactorily. On 22 March, Mr Ho and the Plaintiff's workers were unable to enter the premises as the Defendant had changed the lock. In a heated conversation, the Defendant told Mr Ho that he was terminating the renovation works and would not pay the balance due. The Plaintiff commenced this suit on 2 April 2012 to claim for the sum of \$30,000 due under the contract. The Defendant has counterclaimed for the estimated cost of \$35,000 that is required to rectify the alleged defects.

**3. Claim/Defence to Counterclaim**

The Plaintiff claims that the Defendant had wrongfully terminated the renovation contract by preventing the Defendant from entering the premises to rectify the defects when they were willing and ready to do so. The specified works in the written agreement were completed by the Plaintiff according to the Defendant's instructions. The Plaintiff now claims for the balance sum due under the written contract, as well as loss of profits caused by the Defendant's wrongful termination.

The Defendant has hired a surveyor to list the alleged defects that were not rectified satisfactorily by the Plaintiff, and to provide the estimated cost of rectification. The Plaintiff avers that many of these items were not defects, and that the cost of rectification in any case would be lower than the Plaintiff's estimated sum of \$35,000.

**4. Issues for Neutral Evaluation Evidence supporting claim**

**A. Legal issues in dispute**

Nil.

**B. Disputes of Fact and supporting evidence**

(a) Whether there were defects

<b>Alleged Defects</b>	<b>Plaintiff's evidence</b>	<b>Defendant's evidence</b>
Uneven floor tiles in kitchen	Plaintiff's photo 1 showing satisfactory quality (photos are appended to this statement)  Plaintiff's surveyor report pg 3.	Defendant's surveyor report pg 2.
Damaged doors for kitchen cabinet	Plaintiff's photo 2 showing satisfactory quality (photos are appended to this statement)  Plaintiff's surveyor report pg 4	Defendant's surveyor report pg 3.
Defective false wall in living room	Plaintiff's photo 3-5 showing satisfactory quality (photos are appended to this statement)  Plaintiff's surveyor report pg 6	Defendant's surveyor report pg 5.
Defective design for study room cabinet	Plaintiff's photo 6-9 showing satisfactory quality (photos are appended to this statement)  Plaintiff's surveyor report pg 8	Defendant's surveyor report pg 7.

(b) If there were defects, cost of rectification

<b>Alleged item of defect</b>	<b>Plaintiff's evidence for cost of rectification</b>	<b>Defendant's evidence for cost of rectification</b>
Uneven floor tiles in kitchen	\$3,000 Plaintiff's surveyor report pg 3.	\$10,000 Defendant's surveyor report pg 2.
Damaged doors for kitchen cabinet	\$2,000 Plaintiff's surveyor report pg 4.	\$8,000 Defendant's surveyor report pg 3.
Defective false wall in living room	\$2,000 Plaintiff's surveyor report pg 6	\$5,000 Defendant's surveyor report pg 5.
Defective design for study room cabinet	\$5,000 Plaintiff's surveyor report pg 8	\$12,000 Defendant's surveyor report pg 7.

Dated this 2<sup>nd</sup> day of May 2012

[SIGNED]

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**SOLICITORS FOR THE PLAINTIFF**