

No.52 of 1984

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

1. SYED HUSSAIN BIN ABDUL RAHMAN
BIN SHAIKH ALKAFF ALSO KNOWN AS
SYED HUSSAIN BIN ABDUL RAHMAN
ALKAFF
2. SYED ALWEE BIN MOHAMED BIN AHMAD
ALKAFF ALSO KNOWN AS ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES LIMITED
(SUED AS TRUSTEES OF THE 1898
ALKAFF SETTLEMENT)

Appellants
(Defendants)

- and -

A. M. ABDULLAH SAHIB & CO.
(Suing as a firm)

Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

COWARD CHANCE,
Royex House,
Aldermanbury Square,
London, EC2V 7LD

Solicitors for the
Appellants

MESSRS. LE BRASSEUR & BURY,
71 Lincoln's Inn Fields,
London, WC2A 3JF

Solicitors for the
Respondents

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

1. SYED HUSSAIN BIN ABDUL RAHMAN
BIN SHAIKH ALKAFF ALSO KNOWN AS
SYED HUSSAIN BIN ABDUL RAHMAN
ALKAFF
 2. SYED ALWEE BIN MOHAMED BIN AHMAD
ALKAFF ALSO KNOWN AS ALWEE ALKAFF
 3. BRITISH & MALAYAN TRUSTEES LIMITED
(SUED AS TRUSTEES OF THE 1898
ALKAFF SETTLEMENT)
- Appellants
(Defendants)

- and -

A.M. ABDULLAH SAHIB & CO.
(Suing as a firm)

Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

INDEX OF REFERENCE

No.	Description of Document	Date	Page No.
<u>IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE</u>			
1	Amended Writ of Summons and Statement of Claim	19th September 1980 - amended 24th October 1980	1
2	Amended Defence and Counterclaim	10th October 1980 amended 7th March 1981	7

No.	Description of Document	Date	Page No.
3	Reply and Defence to Counterclaim	15th July 1981	9
4	Judge's Note of Argument and written Judgment	11th November 1983	11
5	Formal Judgment	11th November 1983	14
<u>IN THE COURT OF APPEAL IN SINGAPORE</u>			
6	Notice of Appeal	25th November 1983	15
7	Petition of Appeal	29th December 1983	16
8	Summary of Argument for Appellants	7th April 1984	18
9	Written skeleton Arguments for Respondents	9th April 1984	22
10	Order	13th April 1984	25
11	Grounds of Judgment	4th September 1984	26
12	Order granting leave to Appeal to Judicial Committee	9th July 1984	32

E X H I B I T S

Exhibit Mark	Description of Document	Date	Page No.
	Agreed Bundle		
	<u>Item 1</u> Receipt from Alkaff & Co. in favour of A.M.Abdullah Sahib & Co.	26th April 1952	34

Exhibit Mark	Description of Document	Date	Page No.
	<u>Item 2</u> Receipt for rent from British & Malayan Trustees Ltd. in favour of A.M.Abdullah Sahib & Co.	2nd June 1978	35
	<u>Item 3</u> Letter, Kirpal Singh & Co. to the occupant of 123A/B, Market Street, Singapore	23rd June 1978	36
	<u>Item 4</u> Letter, A.M.Abdullah Sahib & Co. to Kirpal Singh & Co.	26th June 1978	37
	<u>Item 5</u> Letter, Kirpal Singh & Co. to A.M.Abdullah Sahib & Co.	28th June 1978	38
	<u>Item 6</u> Notice to Quit	28th June 1978	39
	<u>Item 7</u> Letter, Kirpal Singh & Co. to A.M.Abdullah Sahib & Co.	11th August 1978	40
	<u>Item 8</u> Summons and Statement of Claim in District Court No.4416 of 1978	28th August 1978	41
	<u>Item 9</u> Letter, Donaldson & Burkinshaw to Kirpal Singh & Co.	11th September 1978	46
	<u>Item 10</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	14th September 1978	47
	<u>Item 11</u> Letter, Donaldson & Burkinshaw to Kirpal Singh & Co.	26th September 1978	48

Exhibit Mark	Description of Document	Date	Page No.
	<u>Item 12</u> Defence in District Court Summons No. 4416 of 1978	6th December 1978	49
	<u>Item 13</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	21st March 1975	51
	<u>Item 14</u> Letter, Donaldson & Burkinshaw to Kirpal Singh & Co.	28th March 1979	52
	<u>Item 15</u> Letter, Donaldson & Burkinshaw to Registrar, Subordinate Court, Singapore	6th August 1979	53
	<u>Item 16</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw and enclosure	12th December 1979	54
	<u>Item 17</u> Judgment in District Court Summons No.4416 of 1978	18th December 1979	57
	<u>Item 18</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	9th January 1980	59
	<u>Item 19</u> Letter, Donaldson & Burkinshaw to Kirpal Singh & Co.	10th January 1980	60
	<u>Item 20</u> Letter, Oehlers & Choa to the Commissioner of Lands	14th August 1980	67
	<u>Item 21</u> Letter, the Manager to the occupants of 123A and 123B Market Street Singapore	29th August 1980	68

Exhibit Mark	Description of Document	Date	Page No.
	<u>Item 22</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	28th April 1980	63
	<u>Item 23</u> Letter, Collector of Land Revenue to Oehlers & Choa	2nd July 1980	64
	<u>Item 24</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	9th July 1980	65
	<u>Item 25</u> Letter, Kirpal Singh & Co. to Donaldson & Burkinshaw	25th July 1980	66
	<u>Item 26</u> Agreement between Hock Giap & Co. (Pte) Ltd. and A.M.Abdullah Sahib & Co.	15th September 1980	69
	<u>Item 27</u> Letter, Cheong Hock Chye & Co. (Pte) Ltd. to Kirpal Singh & Co.	27th September 1980	72
	<u>Item 28</u> Letter, British & Malayan Trustees Limited to A.M.Abdullah Sahib & Co.	22nd October 1980	73
	<u>Item 29</u> Certificate of Registration of Business	March 1947	75
	<u>AGREED BUNDLE, Two</u>		
	<u>Item 1</u> Application under Business Names Ordinance for Registration of Business	March 1947	80

Exhibit Mark	Description of Document	Date	Page No.
	<u>Item 2</u> Registration of Changes in Business	22nd March 1957	83
	<u>Item 3</u> Registration of Changes in Business	18th October 1959	85
	<u>Item 4</u> Registration of Changes in Business	9th December 1959	87
	<u>Item 5</u> Registration of Changes in Business	24th December 1962	89
	<u>Item 6</u> Application to Register a Business under the Business Registration Act 1973		91
	<u>Item 7</u> Notice of Acquisition under Section 8 of the Land Acquisition Act	10th April 1980	61/62
	<u>Item 8</u> Notice of taking of possession under Section 16 of the Land Acquisition Act	2nd March 1981	74

DOCUMENTS TRANSMITTED TO JUDICIAL
COMMITTEE BUT NOT REPRODUCED

Description of Document	Date
Order	9th January 1981
Certificate for Security for costs	28th November 1983
Certificate for Security for Costs	7th August 1984

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

- 1. SYED HUSSAIN BIN ABDUL RAHMAN BIN SHAIKH ALKAFF ALSO KNOWN AS SYED HUSSAIN BIN ABDUL RAHMAN ALKAFF
- 10 2. SYED ALWEE BIN MOHAMED BIN AHMAD ALKAFF ALSO KNOWN AS ALWEE ALKAFF
- 3. BRITISH & MALAYAN TRUSTEES LIMITED (SUED AS TRUSTEES OF THE 1898 ALKAFF SETTLEMENT)

Appellants
(Defendants)

- and -

A. M. ABDULLAH SAHIB & CO.
(Suing as a firm)

Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

No.1

20

AMENDED WRIT OF SUMMONS
AND STATEMENT OF CLAIM

In the High Court of the Republic of Singapore

A M E N D E D

WRIT OF SUMMONS

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.2881 of 1980

No.1
Amended Writ of Summons & Statement of Claim
19th September 1980 - amended
24th October 1980

BETWEEN

A.M. Abdullah Sahib & Co.
(sued suing as a firm)

Plaintiffs

AND

In the High
Court of
the Republic
of Singapore

No.1
Amended Writ
of Summons &
Statement
of Claim
19th September
1980-amended
24th October
1980

1. Syed Hussain bin Abdul Rahman
bin Shaikh Alkaff also known as
Syed Hussain bin Abdul Rahman
Alkaff
2. Syed Alwee bin Mohamed bin Ahmad
Alkaff also known as Alwee Alkaff
3. British and Malayan Trustees
Limited (~~suing~~ sued as Trustees
of the 1898 Alkaff Settlement)

Defendants 10

(continued)

THE HONOURABLE MR. JUSTICE WEE CHONG JIN,
CHIEF JUSTICE OF SINGAPORE, IN THE NAME AND
ON BEHALF OF THE PRESIDENT OF THE REPUBLIC
OF SINGAPORE.

To: 1. Syed Hussain bin Abdul Rahman bin
Shaikh Alkaff also known as Syed Hussain
bin Abdul Rahman Alkaff, 2. Syed Alwee
bin Mohamed bin Ahmad Alkaff also known
as Alwee Alkaff and 3. British and
Malayan Trustees Limited (~~suing~~ sued as 20
Trustees of the 1898 Alkaff Settlement)
whose registered address is at 7th Floor,
Grand Building, Phillip Street,
Singapore.

We command you that within eight days
after the service of this writ on you, inclusive
of the day of such service, you do cause an
appearance to be entered for you in a cause
at the suit of A.M.Abdullah Sahib & Co. (~~sued~~
suing as a firm) of 123-A Market Street, 30
Singapore.

and take notice, that in default of your so
doing the plaintiffs may proceed therein to
judgment and execution.

WITNESS Mr.
Registrar of the Supreme Court in Singapore
the 17th day of September 1980.

Sd: Murphy & Dunbar
Plaintiffs' Solicitors

Sd:
Registrar
Supreme Court, 40
Singapore

This writ may not be served more than twelve
calendar months after the above date unless
renewed by order of court.

The defendant (or defendants) may appear
hereto by entering an appearance (or appearances)

either personally or by a solicitor at the Registry of the Supreme Court.

In the High Court of the Republic of Singapore

A defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$5.00 with an addressed envelope to the Registrar, Supreme Court, Singapore, 0617.

No.1
Amended Writ of Summons & Statement of Claim
19th September 1980 - amended
24th October 1980

10

Mr. Cheng Tai Hee
of Messrs. Murphy & Dunbar
is at liberty to serve this
Writ.

Dated the 19th day of Sept.
1980

by Registrar

(continued)

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.2881)
of 1980)

Between

20

A.M.Abdullah Sahib & Co.
(suing as a firm)

Plaintiffs

Amended as under-
lined in red
pursuant to O.20
r.3 of the Rules
of Supreme Court
1970

And

30

Dated the 24th day
of October 1980
Sd: Murphy & Dunbar
Solicitors for the
Plaintiffs

1. Syed Hussain bin Abdul Rahman bin Shaikh Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
 2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff
 3. British & Malayan Trustees Limited (sued as Trustees of the 1898 Alkaff Settlement)
- Defendants

AMENDED STATEMENT OF CLAIM

40

1. The Plaintiffs were at all material times the tenants of the premises known as Nos.123-A and 123-B Market Street, Singapore (hereinafter called "the said premises") which said premises were and are subject to the Control of Rent Act (Cap.266).

2. The Defendants are the Trustees of the 1898 Alkaff Settlement and are the owners of the said premises.

3. By District Court Summons No.4416 of 1978 dated

In the High
Court of
the Republic
of Singapore

No.1
Amended Writ
of Summons &
Statement
of Claim
19th September
1980 - amended
24th October
1980

(continued)

and filed the 28th day of August 1978, the Defendants (the Plaintiffs in the said D.C. Summons) claimed that :-

- (i) The said premises were let to one A.A. Mohamed Maideen s/o A.M. Abdullah ~~Sabit~~ Sahib on a monthly tenancy and that the said A.A.Mohamed Maideen carried on business on the said premises as A.M.Abdullah Sahib & Co. and that rent receipts were issued in the name of the said firm. 10
- (ii) In June 1978 the Defendants (the Plaintiffs in the said D.C. Summons) learnt that the said A.A.Mohamed Maideen was no longer the proprietor nor a partner of the firm of A.M. Abdullah Sahib & Co. which were in occupation of the said premises.
- (iii) By letter dated 28th June 1978 to the Plaintiffs (the Defendants in the said D.C.Summons) the Defendants (the Plaintiffs in the said D.C.Summons) enquired of the whereabouts of the said A.A.Mohamed Maideen but did not receive a reply. 20
- (iv) Upon investigation the Defendants (the Plaintiffs in the said D.C. Summons) discovered that the said A.A.Mohamed Maideen died in 1959.
- (v) By a notice to quit dated 28th June 1978 served on the Honourable the Chief Justice of Singapore the tenancy in the name of the said A.A. Mohamed Maideen was terminated on 3rd August 1978. 30
- (vi) The Defendants (the Plaintiffs in the said D.C. Summons) claimed that the tenancy of the said premises had been duly determined and the occupation of the said premises by the Plaintiffs (the Defendants in the said D.C. Summons) were that of trespassers and unlawful, and claimed possession. 40

4. By their Defence dated 6th December 1978 the Plaintiffs (the Defendants in the said D.C.Summons) claimed that they were the lawful tenants of the said premises and sought protection of the Control of Rent Act (Cap.266).

5. The Plaintiffs (the Defendants in the said

D.C. Summons) were advised by their then solicitors, Messrs. Donaldson & Burkinshaw to consent to judgment and on 18th December 1979 the learned District Judge, His Honour Mr. Rahim Jalil signed a consent judgment without calling the Plaintiffs in the said D.C. Summons to prove the specified grounds, facts and conditions as required by the said Control of Rent Act.

In the High Court of the Republic of Singapore

No.1
Amended Writ of Summons & Statement of Claim
19th September 1980 - amended
24th October 1980

10 6. The Plaintiffs claim that the said judgment is bad, invalid and unenforceable on grounds following :-

(i) By reason of the Defence filed by the Plaintiffs (the Defendants in the said D.C. Summons) there was an issue in an action for possession as to whether or not the said premises were controlled premises. The said District Court had no jurisdiction to grant an order for possession unless the facts were placed before the said Court and the said Court had to be satisfied that it had jurisdiction under the proper sections or paragraphs contained in the said Control of Rent Act to grant an order for possession.

20

(ii) The parties to an action for possession cannot by consent give any Court jurisdiction which the legislature has enacted that the Courts are not to have.

30

(iii) In the premises His Honour Mr. Rahim Jalil had no jurisdiction to give an order for possession and in consequence the subsequent leave to issue writ of possession based on that judgment was bad in law.

40

6.(a) On the 8th day of October 1980 the Plaintiff pursuant to a Consent Order of this Honourable Court gave up possession of the second floor of the said premises and the Plaintiffs claim damages arising from and consequential to the giving up possession of the said second floor.

7. And the Plaintiffs claim :-

- (1) A declaration or order that the said judgment in D.C. Summons No.4416 of 1978 be set aside.
- (2) An injunction restraining the Defendants

(continued)

In the High Court of the Republic of Singapore

by themselves, their servants or agents or otherwise from executing the judgment by writ of possession so as to preserve the subject matter of the action.

No.1 Amended Writ of Summons & Statement of Claim 19th September 1980 - amended 24th October 1980

(2) (a) Alternatively, damages for vacating the second floor of the said premises pursuant to a Consent Order dated the 8th day of October 1980.

(3) Any further order or relief as to this Honourable Court may seem fit. 10

(4) Costs.

(continued)

Dated and delivered the 17th day of September, 1980, by

Dated and redelivered the 24th day of October, 1980, by,

Sgd. Murphy & Dunbar
Solicitors for the Plaintiffs

This Writ is issued by Messrs. MURPHY & DUNBAR of 1901 Hong Leong Building, Raffles Quay, Singapore, solicitors for the said plaintiff whose address is at 123A Market Street, Singapore. 20

NOTICE OF SERVICE ON MANAGER OF PARTNERSHIP

Take Notice that the writ of summons is served on you as the person having the control or management of the partnership business of the above-named defendant firm of

.....
(and also as a partner of the said firm).

Dated this day of 19 . 30

Solicitors for the Plaintiff

This Amended Writ was served by me, Cheng Tai Hee by-way-of-personal-service-by on the 3rd Defendants by leaving a copy at their registered office at who-is-known-to-me who-was-pointed-out-to-me-by-who-admitted-to-me-that-he/she-was in-accordance-with-the-terms-of-the-Order-herein for-substituted-service-by 40

at - 7th Floor, Grand Building, Phillip Street, S'pore on Friday the 19th day of September 1980.

In the High Court of the Republic of Singapore

Indorsed the 19th day of September 1980

Sd: (Illegible)

Process Server

No.1
Amended Writ of Summons & Statement of Claim
19th September 1980 - amended
24th October 1980

(continued)

No. 2

AMENDED DEFENCE AND COUNTER-CLAIM

No.2
Amended Defence and Counterclaim
10th October 1980 - amended
7th March 1981

10 IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

SUIT NO.2881 OF 1980

Amended as underlined in red pursuant to Order of Court dated 6.3.81

Between

A.M.Abdullah Sahib & Co.
(Suing as a firm)
Plaintiffs

And

20 Dated this 7th day of March 1981

Sgd: Illegible
ASST.REGISTRAR

1. Syed Hussain bin Abdul Rahman bin Shaik Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff
3. British & Malayan Trustees Limited (sued as Trustees of the 1898 Alkaff Settlement)

Defendants

AMENDED D E F E N C E

30 1. The premises are subject to the Control of Rent Act. The rest of paragraph 1 of the Statement

In the High
Court of
the Republic
of Singapore

No.2
Amended Defence
and Counter-
claim
10th October
1980 - amended
7th March 1981

(continued)

of Claim is not admitted. The present partners of the Plaintiff firm were never the tenants of the premises

2. Paragraphs 2 and 3 of the Statement of Claim are admitted.

3. Paragraph 4 of the Statement of Claim is admitted.

4. The Plaintiffs were represented by M/s Donaldson & Burkinshaw in the matter of the District Court Summons and at the hearing of the said Summons on 18th December 1979. The Plaintiffs admitted the claim of the Defendants in the said Summons and a Judgment by consent was entered against them. In the said Judgment, the Plaintiffs expressly admitted the claim of the Defendants which was that the Plaintiffs, i.e. the present partners, were trespassers unlawfully in occupation and that the present partners of the Plaintiffs had never been tenants of the premises. The Defendants accordingly plead estoppel.

10

20

5. Paragraph 6 of the Statement of Claim is not admitted. The only issue in the Subordinate Court action was whether the present partners of the Plaintiffs herein were on the premises as trespassers unlawfully in occupation or not, never having been tenants. The present partners of the Plaintiffs admitted they were trespassers unlawfully in occupation of the premises and were never tenants.

30

6. The Defendants deny that the Plaintiffs are entitled to all or any of the reliefs in paragraph 7 of the Statement of Claim.

7. Save as is hereinbefore expressly admitted, the Defendants deny each and every allegation contained in the Statement of Claim as if the same were set forth herein seriatim and specifically traversed.

COUNTERCLAIM

40

8. The Defendants counter-claim for all losses and expenses incurred by them by reason of the ex-parte injunction obtained by the Plaintiffs against the Defendants on 19th September 1980. Full particulars of losses and expenses will be filed.

DATED and Delivered this 10th day of

October 1980.

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE DEFENDANTS

In the High
Court of
the Republic
of Singapore

RE-DATED this 7th day of March 1981

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE DEFENDANTS

No.2
Amended Defence
and Counter-
claim
10th October
1980 - amended
7th March 1981

10 To the abovenamed Plaintiffs
and their Solicitors
M/s Murphy & Dunbar
Singapore.

(continued)

No. 3

REPLY AND DEFENCE TO
COUNTERCLAIM

No.3
Reply and
Defence to
Counterclaim
15th July 1981

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.2881 of 1980

Between

A.M.Abdullah Sahib & Co.
(suing as a firm)
Plaintiffs

And

1. Syed Hussain bin Abdul
Rahman bin Shaikh Alkaff
also known as Syed Hussain
bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff
3. British & Malayan Trustees
Limited (sued as Trustees
of the 1898 Alkaff Settlement)
Defendants

We consent under Order 3
rule 5(3) to extend the time
to file this document
dated the 15th day of July
1981
Sd: Kirpal Singh & Co.
Solicitors for the Defendant

20

30

REPLY AND DEFENCE TO COUNTERCLAIM

In the High
Court of
the Republic
of Singapore

REPLY

1. The Plaintiffs join issue with the Defendants on their Amended Defence save in so far as the same consists of admissions.

No.3
Reply and
Defence to
Counterclaim
15th July 1981

(continued)

DEFENCE TO COUNTERCLAIM

2. Upon the application of the Plaintiffs made by way of an ex-parte Summons in Chambers, the Court by an Order dated 19th September 1980 ordered and directed that the Defendants be restrained and an injunction was granted restraining them from executing the judgment referred to in paragraph 5 of the Statement of Claim until after the hearing of a Motion or until further Order. 10

3. By a Consent Order of Court dated the 8th day of October 1980, upon the Motion by the Plaintiffs' solicitors at which hearing the Defendants' solicitors were present, the Interim Injunction dated the 19th day of September 1980 was dissolved. No claim was made by the Defendants or their solicitors at the hearing of the said Motion for losses and expenses as alleged in paragraph 8 of the Amended Defence and Counterclaim or at all. The Defendants are therefore estopped from claiming any damages. 20

4. The Plaintiffs deny the loss and expenses allegedly suffered by the Defendants by reason of the ex-parte injunction and put the Defendants to strict proof of the allegations contained in paragraph 8 of the Counterclaim.

5. Save as hereinbefore expressly admitted the Plaintiffs deny each and every allegation in the Defence and Counterclaim as if the same were set out herein seriatim and specifically traversed. 30

Dated the 15th day of July 1981

Sd: Murphy & Dunbar
Solicitors for the Plaintiffs

To: The abovenamed Defendants
and their solicitors,
Messrs. Kirpal Singh & Co.,
Singapore.

40

No. 4

JUDGE'S NOTE OF ARGUMENT
AND WRITTEN JUDGMENT

In the High
Court of
the Republic
of Singapore

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE
Suit No.2881 of 1980

No.4
Judge's Note
of Argument
and written
Judgment
11th November
1983

Between

A.M.Abdullah Sahib & Co.
(suing as a firm)
Plaintiffs

And

1. Syed Hussain bin Abdul
Rahman bin Shaik Alkaff
also known as Syed Hussain
bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff
3. British and Malayan Trustees
Limited (sued as Trustees
of the 1898 Alkaff
Settlement)

Defendants

10

20

Friday, 11th November 1983

Coram: Wahab Ghows J

Karuppan Chettiar for Plaintiffs
Kirpal Singh for Defendants

Karuppan says that if it is proved the consent
order in Subordinate Court is a nullity, the
damages are agreed at \$50,000/-.

30

Karuppan refers to Nanyang Gum Benjamin
Manufacturing (Pte) Ltd. v Tan Tong Woo and
Ors (1978) 1 M.L.J. 233. Refers to statement
of claim at p.10 of Agreed Bundle - no mention
therein that premises in question rent
controlled and no mention therein the grounds
for the recovery of possession where the Control
of Rent Act applies. Refers to Form 35 (p) in
Schedule A to Subordinate Courts Rules 1970.
Refers to Defence at p.16 Agreed Bundle -
defence claims protection of Rent Control Act.
Refers to Thorne v Smith (1947) 1 A.E.R. 39 and
Barton & Mitchell v Fincham (1921) A.E.R. 87;
refers to Peachey Property Corporation Ltd.
v Robinson & Anor (1966) 2 A.E.R. 981.

40

In the High
Court of
the Republic
of Singapore

No.4
Judge's Note
of Argument
and written
Judgment
11th November
1983

(continued)

Kirpal Singh -

refers to paras. 6 & 7 of statement of claim in Suit No.2881 - no issue as to the status of the premises. Plaintiffs in D.C. Summons No.4416/78 alleged that premises in question were occupied by Defendants as trespassers - see p.10 Agreed Bundle. The order made by the District Judge was not an order under Rent Control Act but was an order for possession under the common law. The Defendants in D.C.Summons admitted the claim of the Plaintiffs - see Order at p.25 Agreed Bundle. Refers to Woldfalls Landlord and Tenant 28th Edition p.3121 - a trespasser cannot invoke Rent Control Act. The common law's rights of a landlord is not restricted by the Rent Control Act. Where recovery is being sought against a tenant or sub-tenant then the Control of Rent Act requires the Landlord to specify the particular provision of the Act under which he is bringing his claim but where the claim is against trespassers then he cannot specify any provision in sec.15 of the Rent Control Act because those provisions only apply to tenants and sub-tenants. Sec.14 Rent Control Act refers to recovery of possession of any premises comprised in a tenancy. But there is no tenancy here. The Defendants in the D.C. Summons were trespassers, and this was admitted by the Defendants in the consent judgment.

Karuppan replies

that this case falls squarely within sec.14 of the Act. There was a tenancy - see tenancy agreement at p.1 of Agreed Bundle. The tenants A.M.Abdullah Sahib & Co. are the Defendants in D.C.Summons No.4416/78 at p.8 Agreed Bundle. At p.19 of Agreed Bundle is Kirpal Singh's request for names of Defendants' partners and at p.20 Agreed Bundle partners' names were given. The first partner N.M.Mohd. Abdullah has been a partner since 1938 and is still a partner of A.M.Abdullah Sahib & Co. - see p.42 Agreed Bundle.

Kirpal Singh adds :-

A firm not competent to hold a tenancy. In D.C.Summons Defendants say they were the lawful tenants of the said premises.

10 Legally not possible. Defence is therefore a nullity. On the pleadings the Defendants admitted the claim of the Plaintiffs in a consent judgment - see p.25 Agreed Bundle. Re consent judgments see Hoystead & Co. v Con. of Taxation (1926) A.C. 155; Kinch v Walcott (1929) A.C.482; Khan v Golechha (1980) 1 W.L.R. 1482. (But see Ooi Hoe San trading as Seng Bee Rubber Co. v Kim Teng Realty (1983) 1 M.L.J. 366 where it was held a letting to a partnership makes all the partners at the time joint tenants).

In the High Court of the Republic of Singapore

No.4
Judge's Note of Argument and written Judgment
11th November 1983

(continued)

Court:

20 I am bound by the Court of Appeal decision in Nanyang Gum Benjamin Manufacturing (Pte) Ltd. v Tan Tong Woo & Ors (1978) 1 M.L.J. 233 and I hold that the D.C. order in D.C. Summons No.4416/78 is a nullity and is to be set aside. The Defendants shall pay the Plaintiffs in this case the sum of \$50,000/- by way of agreed damages. Costs of this action to the Plaintiffs.

Sd: A.W.Ghows

Certified true copy

In the High
Court of
the Republic
of Singapore

No. 5

FORMAL JUDGMENT

No.5
Formal
Judgment
11th November
1983

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No.2881 of 1980

Between

A.M.Abdullah Sahib & Co.
(suing as a firm)

Plaintiffs

And

1. Syed Hussain bin Abdul
Rahman bin Shaik Alkaff 10
also known as Syed Hussain
bin Abdul Rahman Alkaff

2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff

3. British and Malayan Trustees
Limited (sued as Trustees
of the 1898 Alkaff Settlement)
Defendants

L.S.

J U D G M E N T

20

THE 11TH DAY OF NOVEMBER 1983

This action coming on for hearing this day
before the Honourable Mr. Justice Wahab Ghows
and the parties by their counsel having agreed
damages in the sum of \$50,000-00.

IT IS DECLARED that the judgment in D.C.
Summons No.4416 of 1978 is a nullity and there-
fore it is hereby set aside.

AND IT IS ADJUDGED that the Defendants do
pay the sum of \$50,000-00 by way of agreed 30
damages.

AND IT IS ORDERED that :-

- (1) The Defendants do pay the Plaintiffs the
sum of \$50,000-00.
- (2) The costs of this action be paid by the
Defendants to the Plaintiffs.

Entered the 23rd day of Nov., 1983 in
Volume 274 Page 181 at 11.15 a.m.

Sd: Tay Yong Kwang
ASST. REGISTRAR

40

No. 6

NOTICE OF APPEAL

In the Court
of Appeal in
Singapore

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO.)
70 OF 1983)

Between

No.6
Notice of
Appeal
25th November
1983

10

1. Syed Hussain bin Abdul
Rayman bin Shaikh Alkaff
also known as Syed Hussain
bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff
3. British & Malayan Trustees
Limited (sued as Trustees of
the 1898 Alkaff Settlement)
Appellants

And

A.M. Abdullah Sahib & Co.
Respondents

20

(In the Matter of Suit No.2881 of 1980)

Between

A.M. Abdullah Sahib & Co.
Plaintiffs

30

And

1. Syed Hussain bin Abdul Rahman
bin Shaikh Alkaff also known
as Syed Hussain bin Abdul
Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff
3. British & Malayan Trustees
Limited (Sued as Trustees of
the 1898 Alkaff Settlement)
Defendants

NOTICE OF APPEAL

TAKE NOTICE that the abovenamed Appellants
1) Syed Hussain bin Abdul Rahman bin Shaikh Alkaff
also known as Syed Hussain bin Abdul Rahman Alkaff,
2) Syed Alwee bin Mohamed bin Ahmad Alkaff also
known as Alwee Alkaff and 3) British & Malayan
Trustees Limited (sued as Trustees of the 1898 Alkaff

40

In the Court
of Appeal in
Singapore

No.6
Notice of
Appeal
25th November
1983

(continued)

Settlement) being dissatisfied with the
decision of the Honourable Mr. Justice Wahab
Ghows given at the High Court on the 11th
day of November 1983 appeal to the Court of
Appeal against the whole of the said decision.

DATED this 25th day of November 1983.

Sd: Kirpal Singh & Co.

SOLICITORS FOR THE APPELLANTS/
DEFENDANTS

To: the Registrar
Supreme Court
Singapore

10

To the abovenamed Respondents/Plaintiffs
or their solicitors
M/s Murphy & Dunbar
Advocates & Solicitors
585 North Bridge Road #10-03
Blanco Court
Singapore 0718

No.7
Petition
of Appeal
29th December
1983

No. 7

20

PETITION OF APPEAL

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO.)
70 OF 1983)

Between

1. Syed Hussain bin Abdul Rahman
bin Shaikh Alkaff also known
as Syed Hussain bin Abdul
Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as 30
Alwee Alkaff
3. British & Malayan Trustees
Limited (Sued as Trustees of
the 1898 Alkaff Settlement)
Appellants

And

A.M. Abdullah Sahib & Co.
(suing as a firm)

Respondents

(In the Matter of Suit No.2881 of 1980)

In the Court
of Appeal in
Singapore

Between

A.M. Abdullah Sahib & Co.
(suing as a firm)

Plaintiffs

And

1. Syed Hussain bin Abdul Rahman
bin Shaikh Alkaff also known as
Syed Hussain bin Abdul Rahman
Alkaff

2. Syed Alwee bin Mohamed bin Ahmad
Alkaff also known as Alwee Alkaff

3. British & Malayan Trustees Limited
(Sued as Trustees of the 1898
Alkaff Settlement)

Defendants

No.7
Petition
of Appeal
29th December
1983

(continued)

10

PETITION OF APPEAL

TO THE HONOURABLE THE JUDGES OF THE COURT OF APPEAL

The Petition of the abovenamed Appellants
showeth as follows :-

20

1. The Appeal arises from a Judgment obtained
by the Appellants herein against the Respondents
in District Court Summons No.4416 of 1978 by which
Judgment the Respondents were required to vacate
the premises 123A & 123B Market Street, Singapore.

2. The Respondents thereafter brought an action
in the High Court claiming that the Judgment of
the District Court was a nullity and praying for
damages.

30

3. The suit was heard before His Lordship Mr.
Justice Wahab Ghows on 11th November 1983 and His
Lordship gave Judgment for the Respondents.

4. Your Petitioners are dissatisfied with the
said Judgment on the following grounds :-

(i) The learned Judge erred in law and in
fact by holding as he did that he was
"bound by the Court of Appeal decision
in Nanyang Gum Benjamin Manufacturing
(Pte) Ltd v Tan Fong Woo & Ors (1978)
1 MLJ 233....."

40

(ii) The learned Judge erred in law and in
fact in not giving effect to the defence

In the Court
of Appeal in
Singapore

of estoppel on the authorities
which were cited to him by the
Appellants herein (Defendants in
Suit).

No.7
Petition
of Appeal
29th December
1983

5. Your Petitioners pray that such Judgment
may be reversed.

DATED this 29th day of December, 1983.

(continued)

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE APPELLANTS

To: The abovenamed Respondents 10
A.M.Abdullah Sahib & Co. and
their solicitors,
M/s Murphy & Dunbar,
Advocates and Solicitors,
#10-03 Blanco Court,
585 North Bridge Road,
Singapore 0718.

No.8
Summary of
Argument for
Appellants
7th April
1984

No. 8

SUMMARY OF ARGUMENT FOR
APPELLANTS

20

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL)
NO.70 OF 1983)

Between

1. Syed Hussain bin Abdul Rahman
bin Shaikh Alkaff also known
as Syed Hussain bin Abdul
Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff 30
3. British & Malayan Trustees
Limited (sued as Trustees
of the 1898 Alkaff Settlement)
Appellants

And

A.M. Abdullah Sahib & Co.
(Suing as a firm)

Respondents

SUMMARY OF ARGUMENT

1. The learned Judge of the High Court gives

as his sole reason for deciding against the Appellants that he was "bound by the Court of Appeal decision in NANYANG GUM BENJAMIN MANUFACTURING (PTE) LTD v TAN TONG WOO & ORS (1978) 1 MLJ 233" (P.21).

In the Court
of Appeal in
Singapore

No.8
Summary of
Argument for
Appellants
7th April 1984

2. A copy of the said decision is annexed hereto. It is submitted that that case is not relevant, and does not apply, in the instant case.

(continued)

10 3. The Nanyang Gum Benjamin case was between a landlord and his tenant. It was for recovery of possession of premises from a tenant. It was an action which would be under the Control of Rent Act if the premises were controlled premises. The Court of Appeal held that where the claim is one of the landlord against his tenant and it is "in issue that the premises the subject matter of the action may or may not be controlled premises, the Court has no
20 jurisdiction to grant an order for possession unless the facts are placed before the Court. The Court must be satisfied that it has jurisdiction under the proper sections or paragraphs contained in our Act to grant an order for possession".

4. The Court of Appeal followed the English decisions which are referred to in the judgment. All these cases were between a landlord and his tenant:

30 a) Barton v Fincham (1921) 2 KB 291;
(1921 AER Rep 87.

The Landlord made an agreement with his tenant to the effect that in consideration of a payment, the tenant should give notice to quit to the landlord and vacate the premises at a subsequent date.

40 The sum was paid and the tenant gave notice to quit, but subsequently refused to vacate. The landlord brought action in the County Court and obtained a judgment. It was held an appeal that the contract between the landlord and tenant was not enforceable if the tenant chose not to go through with it. The judgment of the County Court was not a consent judgment.

b) Thorne v Smith (1947) 1 AER 39

Again a case of a landlord's claim for possession against his tenant.

Held that the Landlord had obtained a

In the Court
of Appeal in
Singapore

No.8
Summary of
Argument for
Appellants
7th April 1984

(continued)

consent judgment against his tenant
by mis-representation and the tenant
was accordingly entitled to damages.

c) Peachy Property Corpn.Ltd. v
Robinson (1966) 2 AER 981.

Again a case of a landlord's claim
for possession against his tenant. The
judgment obtained was a default judgment.
Under the UK Rent and Mortgage Restrictions
(Amendment) Act 1933, S.3(1), the Court
is required to say whether it was
reasonable to make an order for possession
against the tenant. The default judgment
was set aside on the ground that there
had been no such determination.

10

5. The claim of the Appellants herein in
DC Summons No.4416 of 1978, wherein they were
plaintiffs, was not against a tenant under the
Control of Rent Act. The claim was under the
common law for unlawful occupation by tres-
passers. The statement of claim, was
additionally, careful to say that the plaintiffs
were not precluded by any statutory provision
from recovering possession. The relevant
part of the statement of claim is at P.43 and
reads:

20

"The Plaintiffs say that the lawful
tenancy affecting the premises having
been duly determined, the occupation of
the premises by the defendants is that
of the trespassers and therefor unlawful.
The Plaintiffs are not precluded by any
statutory provision from recovering
possession of the premises."

30

In the earlier part of the statement of
claim (p.42) there is recital that the lawful
tenant had died and the tenancy had been
determined.

6. In the consent judgment which was entered
against the respondents (defendants in the
DC Summons), the respondents expressly admitted
the claim of the plaintiffs. Para.1 of the
formal judgment appearing at p.57. The
respondents admitted they were trespassers
unlawfully in occupation of the premises.

40

7. The Nanyang Gum Benjamin case is inappli-
cable. In the instant case the Court gave
the consent judgment under its common law
jurisdiction, not under its jurisdiction derived
from the Control of Rent Act. The respondents

50

were trespassers.

In the Court
of Appeal in
Singapore

8. The respondents did not appeal against the District Court Judgment. In fact, they were happy with it for it allowed them to continue in occupation until the happening of one of four events. See p.58.

No.8
Summary of
Argument for
Appellants
7th April 1984

10 9. The judgment was entered on 18.12.79 and respondents expressed no grouse against it. On 28.3.80 Notice under section 5 of the Land Acquisition Act was published in the Government Gazette Extraordinary acquiring the premises. The solicitors for the respondents were notified of the acquisition on 28.4.80. P.64. On 2.7.80 the Collector of Land Revenue wrote to Messrs. Oehlers & Choa (who acted for the appellants in the acquisition) that he required possession of the premises by 30.10.80 and asking for confirmation that the premises would be
20 delivered. P.65. On 9.6.80 a copy of the Collector's letter was sent to the solicitors for the respondents. P.66. On 25.7.80 a further letter asking for a reply was sent to the solicitors for the respondents p.67. On 14.8.80 Messrs. Oehlers and Choa informed the Collector that the judgment against the respondents would be enforced and vacant
30 possession of the premises delivered to the Collector P.62. When the Plaintiffs proceeded to obtain a Writ of Possession, the respondents issued the Writ of Summons herein on 17.9.80.

(continued)

10. The consent judgment in the District Court action is binding on the respondents. The respondents are estopped. See:

- a) Khan v Golechha International Ltd.
(1980) 1 WLR 1482
- b) Kinch v Walcott (1929) AC 482, 493-494
- c) Horjsted v CIT (1926) AC 155, 165-169

40 11. At the appeal hearing in the High Court the argument of the respondents was that they could now show that they were not trespassers.

DATED this 7th day of April, 1984

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE APPELLANTS

To: The Respondents and
their Solicitors
M/s Murphy & Dunbar
Singapore

WRITTEN SKELETON ARGUMENTS
FOR RESPONDENTS

No.9
Written
skeleton argu-
ments for
Respondents
9th April
1984

SKELETON ARGUMENTS FOR THE RESPONDENTS

Civil Appeal No.70 of 1983

Syed Hussain and Others

v.

A.M.Abdullah Sahib & Co.

- I. (1) The learned Judge is right in holding that he was bound by the decision of the Court of Appeal in Nanyang Gum v. Tan Tong Woo and Others (1978) 1 MLJ 233. 10
- (2) A perusal of the said case will show that it deals with a similar situation where a consent judgment was obtained in respect of premises which may or may not be rent controlled premises. The Judgment in that case was declared to be a nullity. A fortiori the present appeal should be dismissed as the premises are rent controlled. The facts in the present case were not placed before the trial Judge. 20
- (3) The Respondents will refer to the proceedings in Civil Appeal No.41 of 1977 (Nanyang Gum's case), and compare the facts of the present Appeal. See also Barton & Mitchell v. Fincham (1921) A.E.R. Rep 87 decided by the English Court of Appeal referred to in Nanyang Gum's case. There the premises were rent-controlled premises and this was not in dispute. It was held that the landlord and tenant could not contract out of the Act and that the Court had no power to order recovery of possession except on the grounds set forth in the relevant section of the Act. 30
- (4) See also Thorne v. Smith (1947) 1 All E.R.39. This also was a consent judgment of rent-controlled premises as the tenant thought the landlord really needed it for his own purposes. That the premises were rent-controlled was not in dispute. The judgment was set 40

aside on grounds of misrepresentation and the Court of Appeal remarked that a "consent order" was out of place.

In the Court
of Appeal in
Singapore

- 10 (5) See also Peachey Property v. Robinson (1966) 2 All E.R.981. Here also it was not in dispute that the premises were rent-controlled premises. Recovery of possession was for non-payment of rent. Although judgment in default of appearance was given, a writ of possession was refused because there was no determination by the Court that it was reasonable to give judgment for possession. This case was also referred to and apparently approved by the Singapore Court of Appeal in Nanyang Gum's case.

No.9
Written
skeleton argu-
ments for
Respondents
9th April 1984

(continued)

- 20 II. (1) The learned trial Judge is quite correct in not holding that there was any estoppel created in favour of the Appellants (Defendants).
- 30 (2) The Appellants are apparently relying upon the statement in the judgment of the District Court in D.C.Summons No. 4416 of 1976 (Page 57 of this Record) which contains the phrase "And upon the Defendants admitting the claim of the Plaintiffs." This is the usual way of wording a "consent judgment" and does not mean that every statement of fact in the Statement of Claim has been admitted. It is abundantly clear that in view of certain concessions obtained and on the advice given by their then solicitors, the Respondents consented to judgment in the District Court. There was no admission whatsoever that they were trespassers. The phrase "the claim of the Plaintiffs" was merely a formal reference to the Plaintiffs' claim in general.
- 40 (3) The Respondents never admitted in the District Court that they were trespassers. In fact, throughout they contended they were tenants. See the Tenancy Letter (Pg.34 of the Record) dated 26th April 1952. At the request of Mr. Kirpal Singh (for the Appellants in this case) names of the partners were given. The first partner N.M.Mohd. Abdullah has been a partner since 1938 and is still a partner of the Respondent firm (Pages 78 and 79 of the Record).
- 50

In the Court
of Appeal in
Singapore

No.9
Written
skeleton argu-
ments for
Respondents
9th April
1984

(continued)

- (4) Please see the case of Ooi Hoe San v. Kim Teng Realty (1983) 1 MLJ 366 where it was held that letting to a partnership makes all the partners at the time joint tenants. This case also shows that the Respondents could not be trespassers.
- (5) The case of Hoystead v. Commissioner of Taxation (1926) A.C. 155 deals with the question whether the Commissioner of Taxation was estopped or not in respect of a previous decision made by him and is not relevant to the present case. 10
- (6) Kinch v. Walcott (1929) A.C. 482 is also not relevant to the present case. That was a case where the plaintiff had withdrawn certain charges under a consent order. It is different from the present case because the consent judgment in the present case is not allowed in law. The law does not allow the parties to contract out of the Rent Control Act and gives no jurisdiction to the Court to give a consent judgment. In Kinch v. Walcott the consent order was perfectly valid in law. 20
- (7) Khan v. Golechha (1980) 1 WLR 1482 is also not relevant to the present Appeal. That case deals with issues adjudicated upon and the appeal in that case was dismissed by consent in the Court of Appeal. Here again, the consent order was one allowed by law. 30
- III.(1) In any event, there can be no estoppel against a judgment which was pronounced without jurisdiction. See paragraph 1554, Halsbury's Laws of England (Vol.16).
- (2) Whether the Respondent firm was still a tenant or not is a question of law, and until the question has been canvassed and decided there could be no estoppel.
- IV. It is accepted law that the Singapore Court of Appeal would be bound by its own decisions under the rule in Young v. Bristol Aeroplane (1944) K.B. 718. See Mah Kah Yew v. P.P. (1971) 1 MLJ 1. The exceptions referred to in Young v. Bristol Aeroplane do not apply to this case. Therefore your Lordships are also bound by the decision in Nanyang Gum's case. 40

Dated this 9th day of April 1984.

Sd: Murphy & Dunbar 50
Solicitors for the Respondents

No. 10

ORDER

In the Court
of Appeal in
Singapore

IN THE COURT OF APPEAL IN SINGAPORE

Civil Appeal)
No.70 of 1983)

Between

No.10
Order
13th April
1984

10

1. Syed Hussain bin Abdul Rahman bin Shaikh Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff
3. British and Malayan Trustees Limited (sued as Trustees of the 1898 Alkaff Settlement)

Appellants

And

L.S.

A.M. Abdullah Sahib & Co.

Respondents

20

(In the Matter of Suit No.2881 of 1980)

Between

A.M. Abdullah Sahib & Co.

Plaintiffs

30

And

1. Syed Hussain bin Abdul Rahman bin Shaikh Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff
3. British and Malayan Trustees Limited (sued as Trustees of the 1898 Alkaff Settlement)

Defendants

CORAM: THE HONOURABLE MR. JUSTICE T.S. SINNATHURAY
THE HONOURABLE MR. JUSTICE LAI KEW CHAI
THE HONOURABLE MR. JUSTICE L.P. THEAN

In the Court
of Appeal in
Singapore

O R D E R

THE 13TH DAY OF APRIL, 1984 IN OPEN COURT

No.10
Order
13th April
1984

This Appeal coming on for hearing this day in the presence of Mr. Kirpal Singh of Counsel for the Appellants and Mr. R.Karuppan Chettiar of Counsel for the Respondents

(continued)

AND UPON READING the Record of Appeal herein

AND UPON HEARING Counsel aforesaid

IT IS ORDERED that this Appeal be and is hereby dismissed with costs 10

AND IT IS FURTHER ORDERED that the sum of \$2,500-00 paid into Court by the Appellants as security for the Respondent's costs of the Appeal herein be paid out by the Accountant-General to the Respondents' solicitors

Given under my hand and the Seal of Court this 4th day of May, 1984 at

Sd: Lim Joo Toon
ASST. REGISTRAR

20

No.11
Grounds of
Judgment
4th September
1984

No. 11

GROUND'S OF JUDGMENT

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL)
NO.70 OF 1983)

Between

1. Syed Hussain bin Abdul Rahman bin Shaik Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff 30
3. British & Malayan Trustees Limited (Sued as Trustees of the 1898 Alkaff Settlement) Appellants.

And

A.M.Abdullah Sahib & Co.
(Suing as a firm)

Respondents

In the Court
of Appeal in
Singapore

(In the Matter of Suit No.2881 of 1980)

Between

A.M.Abdullah Sahib & Co.
(Suing as a firm)

Plaintiffs

No.11
Grounds of
Judgment
4th September
1984

(continued)

And

10

1. Syed Hussain bin Abdul Rahman bin Shaikh Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff
2. Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff
3. British & Malayan Trustees Limited (Sued as Trustees of the 1898 Alkaff Settlement)

Defendants

20

Coram: T.S.Sinnathuray, J.
Lai Kew Chia, J.
L.P. Thean, J.

Mr. Kirpal Singh for the Appellants.
Mr. Karuppan for the Respondents.

(Delivered by Thean, J.)

GROUNDS OF JUDGMENT

30

This is an appeal from a judgment of the High Court given on November 11, 1983 declaring the judgment obtained by the Appellants in the District Court in D.C. Summons No.4416 of 1978 a nullity and setting it aside and awarding to the Respondent damages agreed at a sum of \$50,000/-.

The Appellants are the trustees of the 1898 Alkaff Settlement and were at all material times the owners of the premises No.123-A and 123-B Market Street, Singapore (the "said premises"). On August 28, 1978 the Appellants initiated proceedings in the District Court in D.C.Summons No.4416 of 1978, claiming that:

40

- (i) The said premises were let to one A.A.Mohamed Maideen s/o A.M.Abdullah Sahib on a monthly tenancy and that the said A.A.Mohamed Maideen carried on business on the said premises as A.M.Abdullah Sahib & Co.

In the Court
of Appeal in
Singapore

No.11
Grounds of
Judgment
4th September
1984

(continued)

- (ii) In June 1978 the Appellants learnt that the said A.A.Mohamed Maideen was no longer the proprietor or a partner of the firm of A.M.Abdullah Sahib & Co. which were in occupation of the said premises.
- (iii) By a letter dated June 28, 1978 to the Respondents the Appellants enquired of the whereabouts of the said A.A.Mohamed Maideen but did not receive a reply. 10
- (iv) Upon investigation the Appellants discovered that the said A.A. Mohamed Maideen died in 1959.
- (v) By a notice to quit dated June 28, 1978 served on the Honourable the Chief Justice of Singapore the tenancy in the name of the said A.A.Mohamed Maideen was terminated on August 3, 1978. 20
- (vi) The Appellants claimed that the tenancy of the said premises had been duly determined and the occupation of the said premises by the Respondents were that of trespassers and unlawful, and claimed possession thereof.

By their defence delivered on December 6, 1978 the Respondents pleaded that they were the lawful tenants of the said premises and invoked the protection of the Control of Rent Act (Cap.266). It is common ground that the said premises were premises within the meaning of the said Act. 30

Subsequently the Appellants and the Respondents came to a settlement and by consent judgment was entered against the Respondents on December 18, 1979 on certain terms, which include delivery by the Respondents of possession of the said premises to the Appellants and a stay of execution on the judgment until certain events occurring, and one such event was the compulsory acquisition of the said premises by government. Thereafter, by virtue of the terms of the said judgment (the "consent judgment"), the Respondent remained in possession of the said premises. 40

On March 28, 1980 a notice under section 8 of the Land Acquisition Act (Cap.272) was issued for the acquisition of, inter alia, the said 50

premises. In accordance with the said Act the Appellants lodged a claim for compensation which was made on the basis that vacant possession thereof would be given. The Collector of Land Revenue intimated to the Appellants in July 1980 that he required possession of the said premises by October 30, 1980: see page 65 of the Record of Appeal. Consequently, the Appellants requested the Respondents to deliver vacant possession of the said premises which the Respondents refused. The Appellants threatened to take out a writ of possession by way of execution whereupon the Respondents initiated proceedings in Suit No. 2881 of 1980 in the High Court against the Appellants claiming for a declaration that the consent judgment was bad and should be set aside, and for an injunction restraining the Appellants by themselves or their servants or agents from executing the consent judgment by a writ of possession or alternatively damages for vacating the said premises in compliance with the consent judgment. In their defence and counterclaim the Appellants averred that in the proceedings in D.C.Summons No.4416 of 1978 the Appellants claimed against the Respondents as trespassers for vacant possession and that the Respondents admitted to the claim and consented to judgment and in consequence were estopped from going back on that judgment.

In the Court
of Appeal in
Singapore

No.11
Grounds of
Judgment
4th September
1984

(continued)

In the meanwhile, acting under the powers conferred under section 16 of the Land Acquisition Act, the Collector of Land Revenue took possession of the said premises on March 2, 1981 and completed the acquisition of the said premises.

At the conclusion of the hearing in the High Court the learned trial Judge held that he was bound by the decision of the Court of Appeal in Nanyang Gum Benjamin Manufacturing (Pte) Ltd. v. Tan Tong Woo & Ors. (1978) 1 M.L.J. 233 and gave judgment in favour of the Respondents. Against that judgment the Appellants appealed to this Court, which appeal was dismissed with costs to the Respondents.

Before us Mr. Kirpal Singh sought to distinguish the instant case from the Nanyang Gum Benjamin's case (supra). In that case it was a claim by a landlord against a tenant and the issue before the court was whether or not the premises in question were premises subject to the

In the Court
of Appeal in
Singapore

No.11
Grounds of
Judgment
4th September
1984

(continued)

Control of Rent Act. In the instant case, the Appellants claimed for possession of the said premises and the claim according to Mr. Kirpal Singh was made on the basis that the Respondents were trespassers unlawfully in occupation of the said premises, and therefore the Nanyang Gum Benjamin's case (supra) has no application. Mr. Kirpal Singh further argued that in consenting to the judgment the Respondents admitted that they were trespassers and on this point he relied heavily on the presence of the words, "Upon the Defendants admitting the claim of the Plaintiffs", in the consent judgment.

10

We are unable to accept Mr. Kirpal Singh's arguments. It is true that in the statement of claim in D.C.Summons No.4416 of 1978 the Appellants alleged that the Respondents were trespassers unlawfully in occupation of the said premises, but that allegation was denied by the Respondents in their defence, and clearly the issue before the court was whether or not they were tenants of the said premises and if they were, they would be entitled to protection under the said Act. In principle we do not see how this case can be distinguished from Nanyang Gum Benjamin's case (supra).

20

The words relied upon by Mr. Kirpal Singh in the consent judgment do not really assist him at all. Such words are quite often found in a consent judgment in Singapore, and cannot be construed as an admission on the part of the Respondents that they were trespassers unlawfully in occupation of the said premises. At most they amount to an admission of only the claim for possession by the Appellants and such an admission has no effect at all in a consent judgment for possession of premises which are subject to the Control of Rent Act.

30

40

In fact, at all times before the learned District Judge, the Respondents had maintained that they were the tenants of the premises, relying on the tenancy agreement dated April 26, 1952. At the request of the Appellants' solicitors, the Respondents provided the names of all the partners of their firm. According to the records, the first partner, N.M.Mohd. - Abdullah, has been a partner since 1938 and was a partner of the Respondent firm when the matter came up before the learned District Judge. The letting to the partnership made all the partners joint tenants: see Ooi Hoe San v Kim Teng Realty Pte Ltd (1983) 1 M.L.J. 366. In

the circumstances, we could not see how the Respondents could have conceded that they were mere trespassers.

In the Court
of Appeal in
Singapore

10 Mr. Kirpal Singh further relied on the fact that the consent judgment was entered on December 18, 1979 and the Respondents had been quite content to accept it and remained in possession of the said premises. No action was taken by them until September 17, 1980 when they took out the writ in the present proceedings against the Appellants. On that basis Mr. Kirpal Singh contended that the Respondents were estopped from going back on the consent judgment or asserting that the consent judgment was a nullity. In our judgment no such estoppel can arise against the Respondents. Section 14 of the Control of Rent Act is mandatory and provides that no order or judgment for recovery of possession of any premises within the meaning of the Act and comprised in a tenancy shall be made or given except in the cases set out in Part III of the Act. The consent judgment was not given pursuant to any of the cases set out in Part III of the Act and is a nullity, and no estoppel can arise which would have the effect of overriding the express provisions of the Act: see the judgment of Oliver, L.J. in Keen v Holland (1984) 1 All E.R.75 at p.82. Accordingly, this argument of Mr. Kirpal Singh also failed.

No.11
Grounds of
Judgment
4th September
1984

(continued)

Sd: T.S.Sinnathuray
(T.S.SINNATHURAY)
Judge

Sd: Lai Kew Chai
(LAI KEW CHAI)
Judge

40 Sd: L.P. Thean
(L.P. THEAN)
Judge

September 4, 1984
Singapore.

Certified True copy
Sd: Illegible 5/9/84
Private Secretary to Judge
Court No.4
Supreme Court, Singapore.

In the Court
of Appeal in
Singapore

No. 12

ORDER GRANTING LEAVE TO
APPEAL TO THE JUDICIAL
COMMITTEE

No.12
Order granting
leave to
Appeal to the
Judicial
Committee
9th July 1984

IN THE COURT OF APPEAL IN SINGAPORE

CIVIL APPEAL NO.)
70 OF 1983)

Between

1. Syed Hussain bin Abdul
Rahman bin Shaikh Alkaff
also known as Syed Hussain bin Abdul Rahman Alkaff 10
2. Syed Alwee bin Mohamed
bin Ahmad Alkaff also known
as Alwee Alkaff
3. British & Malayan Trustees
Limited (Sued as Trustees
of the 1898 Alkaff
Settlement)

Appellants

And

20

A.M.Abdullah Sahib & Co.
(Suing as a firm)

Respondents

(In the Matter of Suit No.2881 of 1980)

Between

A.M.Abdullah Sahib & Co.
(Suing as a firm)

Plaintiffs

And

1. Syed Hussain bin Abdul Rahman 30
bin Shaikh Alkaff also known
as Syed Hussain bin Abdul
Rahman Alkaff
2. Syed Alwee bin Mohamed bin
Ahmad Alkaff also known as
Alwee Alkaff
3. British & Malayan Trustees
Limited (Sued as Trustees
of the 1898 Alkaff Settlement)

Defendants

40

ORDER OF COURT

CORAM: THE HONOURABLE THE CHIEF JUSTICE
MR. JUSTICE WEE CHONG JIN,
MR. JUSTICE L.P. THEAN
MR. JUSTICE F.A. CHUA

IN OPEN COURT

In the Court
of Appeal in
Singapore

No.12
Order granting
leave to
Appeal to the
Judicial
Committee
9th July 1984

10 UPON THE MOTION of the Appellants Syed
Hussain bin Abdul Rahman bin Shaikh Alkaff
also known as Syed Hussain bin Abdul Rahman
Alkaff, Syed Alwee bin Mohamed bin Ahmad
Alkaff also known as Alwee Alkaff and British
& Malayan Trustees Limited (Sued as Trustees
of the 1898 Alkaff Settlement) dated the 23rd
day of May 1984 coming on for hearing in the
presence of Counsel for the Appellants and
Counsel for the Respondents AND UPON READING
the affidavit of Linda Ho filed on the 23rd
day of May 1984

(continued)

20 IT IS ORDERED that the Appellants be at
liberty to appeal to the Judicial Committee
of Her Britannic Majesty's Privy Council under
section 3(1)(a)(i), (ii) and (iii) of the
Judicial Committee Act (Cap.8) against the
whole of the Judgment of the Court of Appeal
delivered on the 13th day of April 1984.

AND IT IS ALSO ORDERED that the
Appellants do pay into Court the sum of Dollars
Three Thousand (\$3,000.00) as security of the
costs of the Appeal.

30 AND IT IS LASTLY ORDERED that the costs
of this application be costs in the cause.

DATED this 9th day of July 1984.

ASST. REGISTRAR

EXHIBITS

Agreed Bundle
Item 1
Receipt from
Alkaff & Co.
in favour of
A.M. Abdullah
Sahib & Co.
26th April
1952

EXHIBITS

AGREED BUNDLE - ITEM 1
RECEIPT FROM ALKAFF & CO. IN
FAVOUR OF A.M. ABDULLAH SAHIB & CO.

34

No. 4289

This document must be stamped by the ^{Tenant} ~~Tenant~~
at the Stamp Office, Singapore, within 14 days from
date when it is made. The amount of the duty can
be ascertained at the said office.

ALKAFF & COMPANY.

No. 70, The Arcade Singapore.

~~\$100~~
RECEIVED from A. M. Abdullah Sahib & Co.

the sum of Dollars One hundred only

being one month's rent paid as deposit for the tenancy of premises No. 123A & B

Market Street Singapore subject to approval of R.C.B. being obtained

The premises are let as office & dwelling and shall be used as such.

The tenant agrees to take possession of the said premises as from the 1st
day of April 1952 (corresponding with the 28th day of April

1952.) and not to sublet, assign or part with possession of or make any
alterations or additions to the said premises or any part thereof without first
obtaining the consent in writing of the landlord and the approval of the Municipality.

One month's notice in writing should be given by the tenant before vacating
the said premises and the amount deposited will be duly refunded on producing
this receipt. but excepted and reserving to the Landlords the exterior wall surfaces,
and the right to use the same in such manner as the Landlords may think fit.

Dated at Singapore this 26th day of April 1952.

I agree to the above terms.

ALKAFF & COMPANY.

Mohamed Maideen
Tenant.
Manager Rent
Mohamed Maideen
Bin Abdullah Sahib
57 No. 00502



[Signature]

Landlord.

II PB 7 - 6/1/52
1959

EXHIBITS

AGREED BUNDLE - ITEM 2
RECEIPT FOR RENT FROM
BRITISH & MALAYAN TRUSTEES
LTD. IN FAVOUR OF A.M.
ABDULLAH SAHIB & CO.

ALKAFF SETTLEMENTS

No. 201855

BRITISH AND MALAYAN TRUSTEES LIMITED

Date: 2 VI 78

10

Rent Receipt

Tenant A.M.Abdullah Sahib & Co.

Property 123A/B Market Street

Monthly rent \$102.00 Code 1003-30

RECEIVED PAYMENT OF RENT FOR:

JEMAD AKBIN 1898
8-5-78 to 5-6-78

See conditions on
reverse side of this
receipt

Manager

EXHIBITS

Agreed Bundle
Item 2
Receipt for
rent from
British &
Malayan
Trustees Ltd.
in favour of
A.M.Abdullah
Sahib & Co.
2nd June 1978

EXHIBITS

Agreed
Bundle
Item 3
Letter,
Kirpal Singh
& Co. to the
occupant of
123A/B Market
Street,
Singapore
23rd June
1978

EXHIBITS

AGREED BUNDLE - ITEM 3
LETTER, KIRPAL SINGH & CO.
TO THE OCCUPANT OF 123A/B
MARKET STREET, SINGAPORE

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

Address:
SUITE 3004, 30th FLOOR, Our Ref: KS/yl-745-78 10
O.C.B.C. CENTRE, Your ref:
CHULIA STREET,
SINGAPORE, 1.

Date: June 23, 1978

The Occupant,
123A/B Market Street
SINGAPORE

Dear Sir,

Re: 123A & 123B Market Street, Singapore

We are the solicitors for British & Malayan 20
Trustees Limited who are the "Trustees of the
Settlement which owns the above property."

It has come to the attention of our clients
that the tenant is no longer on the premises.

Could you kindly call at our office on Friday
30th June 1978 at 12.45 p.m.

Yours faithfully,
Sd: Kirpal Singh & Co.

c.c. clients

EXHIBITS

AGREED BUNDLE - ITEM 4
LETTER, A.M. ABDULLAH
SAHIB & CO. TO KIRPAL
SINGH & CO.

A.M. ABDULLAH SAHIB & CO. (ESTD.1908)
IMPORTERS, EXPORTERS AND COMMISSION
AGENTS, 107 MARKET STREET, G.P.O. Box 19,
SINGAPORE-1.

10

Cable "AMAH"
Phone 434553

Bankers
United Commercial Bank
Indian Overseas Bank
The Chartered Bank
Indian Bank
H & S B C

COPY

26th June, 1978

20 M/s Kirpal Singh & Company,
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Chulia Street,
Singapore, 1.

Dear Sirs,

Re: 123A & 123B Market Street, Singapore

30 We refer to your letter of the 23rd June, 1978
under your reference number KS/yl-745-78 and would
like to inform you that we are still the lawful
tenants and are in possession of the above
premises. .

Thanking you,

Yours faithfully,

EXHIBITS

Agreed
Bundle
Item 4
Letter, A.M.
Abdullah
Sahib & Co.
to Kirpal
Singh & Co.
26th June
1978

EXHIBITS

Agreed
Bundle
Item 5
Letter,
Kirpal Singh
& Co. to A.M.
Abdullah
Sahib & Co.
28th June
1978

EXHIBITS

AGREED BUNDLE - ITEM 5
LETTER, KIRPAL SINGH & CO.
TO A.M. ABDULLAH SAHIB & CO.

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

Address:
SUITE 1402, 14th FLOOR, Our ref: KS/y1-745-78
O.C.B.C. CENTRE, Your ref:
CHULIA STREET,
SINGAPORE, 1.

10

Date: June 28, 1978

M/s A.M. Abdullah Sahib & Co.
107 Market Street,
SINGAPORE

Dear Sirs

Re: 123A & 123B Market Street

Thank you for your letter dated 26th June 1978.

If Mr. A.A. Mohamed Maideen son of A.M. Abdullah Sahib is in occupation, then you are in lawful occupation.

20

Accordingly please confirm that the person abovenamed is in occupation.

We request your confirmation within 7 days of the date of this letter.

Yours faithfully,
Sd: Kirpal Singh & Co.

c.c. clients

KS/y1-745-78

EXHIBITS

AGREED BUNDLE - ITEM 6
 NOTICE TO QUIT

EXHIBITS

Agreed
Bundle
 Item 6
 Notice to
 Quit
 26th June
 1978

The Honourable The Chief Justice
 Supreme Court
SINGAPORE

NOTICE TO QUIT
 NOS 123A & 123B MARKET STREET S'PORE
 ESTATE OF A A MOHAMED MAIDEEN son of
 A M ABDULLAH SAHIB DECEASED

10

20

We, as solicitors for British & Malayan Trustees Limited, Syed Hussain bin Abdul Rahman bin Shaikh Alkaff also known as Syed Hussain bin Abdul Rahman Alkaff and Syed Alwee bin Mohamed bin Ahmad Alkaff also known as Alwee Alkaff who are the Trustees of the 1898 Alkaff Settlement which Settlement is the owner of the above premises, hereby give you Notice to Quit and deliver up to our clients vacant possession of the above premises at the end of the Mohammedan calendar month of Sha Aban 1398 corresponding to 3rd August 1978 in accordance with the English calendar or on the expiration of the month of the tenancy held in the name of A A Mohamed Maideen son of A M Abdullah Sahib deceased which will expire next after the end of one calendar month on the Mohammedan calendar from the time of service of this Notice.

DATED the 28th day of June 1978.

30

SOLICITORS FOR TRUSTEES OF
 THE 1898 ALKAFF SETTLEMENT

c.c. clients

EXHIBITS

Agreed
Bundle
Item 7
Letter,
Kirpal Singh
& Co. to
A.M.Abdullah
Sahib & Co.
11th August
1978

EXHIBITS

AGREED BUNDLE - ITEM 7
LETTER, KIRPAL SINGH & CO.
TO A.M. ABDULLAH SAHIB & CO.

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

Address:
SUITE 3004, 30th FLOOR, Our ref: KS/j1-745/78
O.C.B.C. CENTRE, Your ref: 10
CHULIA STREET,
SINGAPORE, 1.

Date: August 11, 1978

M/s A.M.Abdullah Sahib & Co.
107 Market Street,
SINGAPORE

Dear Sirs,

1898 ALKAFF SETTLEMENT
123A/B MARKET STREET

We refer to your letter dd 3rd August 1978 20
sent to our clients British & Malayan Trustees
Ltd. together with a cheque for \$204.00 as
rent for July and August 1978.

We return herewith your cheque.

Our clients are not accepting rent any further
from you as we note that we have not received
a reply from you to our letter of 28th June
1978.

Yours faithfully,
Sd: Kirpal Singh & Co. 30

Encl:
One Cheque
Habib Bank Ltd.
No. SR377588

c.c. clients

EXHIBITS

AGREED BUNDLE - ITEM 8
SUMMONS AND STATEMENT
OF CLAIM IN DISTRICT
COURT No.4416 of 1978

—————
DISTRICT AND MAGISTRATES' COURTS
SINGAPORE
—————

S U M M O N S

EXHIBITS

Agreed
Bundle
Item 8
Summons and
Statement
of Claim in
District
Court No.
4416 of
1978
28th August
1978

10 D.C. SUMMONS
No. 4416 of 1978

BETWEEN

1. SYED HUSSAIN BIN ABDUL RAHMAN BIN
SHAIKH ALKAFF also known as SYED
HUSSAIN BIN ABDUL RAHMAN ALKAFF
2. SYED ALWEE BIN MOHAMED BIN AHMAD
ALKAFF also known as ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES LIMITED
(Suing as Trustees of the 1898
Alkaff Settlement)

20

Plaintiffs

AND

A.M. ABDULLAH SAHIB & CO.
(Sued as a firm)

Defendants

To: A.M. ABDULLAH SAHIB & CO.
(sued as a firm)
123-A Market Street

30 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
1978, at 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:

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

EXHIBITS

Dated the 28th August 1978.

Agreed
Bundle
Item 8
Summons and
Statement
of Claim in
District
Court No.
4416 of 1978
28th August
1978

L.S.

.....
REGISTRAR

N.B. - (a) This summons may not be served more than 12 calendar months after the above date unless renewed by order of the Court.

(continued)

(b) The return day of the summons is extended to:-

10

Indorsement

The Plaintiff claim is for

(PLEASE REFER TO STATEMENT OF CLAIM ANNEXED)

And the plaintiff claim :-

Claim			
Costs:		\$	
(a) Court Fees		\$	
(b) Solicitor's Fees		\$	
Total			20

If the amount stated above be paid to the plaintiff or his/her/their solicitors or into Court within 7 days after service, inclusive of the day of service the defendant need not appear on the return day of the summons.

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE PLAINTIFF

STATEMENT OF CLAIM

EXHIBITS

1. The Plaintiffs sue as Trustees of the 1898 Alkaff Settlement. The said Settlement is the owner of the premises known as 123-A and 123-B Market Street, Singapore ("the premises").
2. The premises were let to one A.A.Mohamed Maideen son of A.M.Abdullah Sahib on a monthly tenancy. The said A.A.Mohamed Maideen son of A.M.Abdullah Sahib carried on a business on the premises known as A.M.Abdullah Sahib & Co. and the rent receipts were issued in the name of the said firm.
3. In June 1978 the Plaintiffs learned that although a firm by the name of A.M.Abdullah Sahib & Co. was in occupation of the premises, the said A.A.Mohamed Maideen son of A.M.Abdullah Sahib was no longer the proprietor or even partner of the firm.
4. A letter dated 28th June 1978 was then written to the Defendants enquiring of the whereabouts of the said A.A.Mohamed Maideen son of A.M.Abdullah. The Plaintiffs did not receive a reply to the said letter.
5. Upon investigation the Plaintiffs learned that the said A.A.Mohamed Maideen son of A.M.Abdullah Sahib died in 1959.
6. By a Notice to Quit dated 28th June 1978 served on the Chief Justice, Singapore, the tenancy in the name of the said A.A.Mohamed Maideen son of A.M.Abdullah Sahib was terminated on 3rd August 1978 corresponding to the end of the Mohamedan calendar month of Sha Aban 1398.
7. The Defendants are in occupation of the premises.
8. The Plaintiffs say that the lawful tenancy affecting the premises having been duly determined, the occupation of the premises by the Defendants is that of trespassers and therefore unlawful.
9. The Plaintiffs are not precluded by any statutory provision from recovering possession of the premises.
10. And the Plaintiffs claim:
- (a) Judgment against the Defendants for possession of the premises

Agreed
Bundle
Item 8
Summons and
Statement
of Claim in
District
Court No.
4416 of 1978
28th August
1978

(continued)

EXHIBITS

Agreed
Bundle
Item 8
Summons and
Statement
of Claim in
District
Court No.
4416 of 1978
28th August
1978

- (b) An order requiring the Defendants and all others in occupation to quit and deliver up vacant possession of the premises to the Plaintiffs
- (c) Mesne profits
- (d) Costs
- (e) Such further and other relief as to the Court may appear just.

(continued)

DATED the 28th day of August 1978.

10

Sd: Kirpal Singh & Co.
SOLICITORS FOR THE PLAINTIFFS

The summons is issued by Messrs. KIRPAL SINGH & CO. of Suite 3004 30th Floor, O.C.B.C. Centre, Singapore, Solicitors for the said plaintiffs whose registered address is at 7th Floor, Grand Building, Phillip Street, Singapore.

NOTICE OF SERVICE ON MANAGER OF
PARTNERSHIP

20

Take notice that the summons is served on you as the person having the control or management of the partnership business of the above-named defendants firm of A.M.ABDULLAH SAHIB & CO. (sued as a firm)

(and also a partner in the said firm)

Dated the 28th day of August, 1978.

Sd: Kirpal Singh & Co.
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.

30

INDORSEMENT OF SERVICE

EXHIBITS

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)

Agreed
Bundle
Item 8
Summons and
Statement
of Claim in
District
Court No.
4416 of 1978
28th August
1978

10 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).

Indorsed the day of 19 .

(continued)

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

EXHIBITS

Agreed
Bundle
Item 9
Letter,
Donaldson
& Burkinshaw
to Kirpal
Singh & Co.
11th
September
1978

EXHIBITS

AGREED BUNDLE - ITEM 9
LETTER, DONALDSON & BURKINSHAW
TO KIRPAL SINGH & CO.

SV/AJ/LMP/A.24950A
KS/j1-745/78 11th September 1978

Messrs. Kirpal Singh & Co.,
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Chulia Street,
Singapore 1.

10

Dear Sirs,

re: Nos. 123A & 123B, Market Street

We act for Messrs. A.M.Abdullah Sahib & Co., the lawful tenants of the above premises, which we believe have been acquired by the government.

Our clients have handed to us your letters of the 23rd June and subsequent correspondence. 20

If the above premises have been acquired by the government, we do not understand your reference to your clients as "Trustees of the Settlement which owns the above property". Please let us know whether your clients were issued with T.O.L.

Notwithstanding the acquisition by the government, our clients, A.M.Abdullah Sahib & Co., were given the tenancy of the above premises by Alkaff & Co., in 1952 and the tenancy was not issued in favour of Mr. A.A. Mohamed Maideen, who was then the managing partner of the said firm. Please also refer to the rent receipts issued by your clients for the past 25 years. Upon hearing from you that your clients will accept the rent, we will forward our clients' cheque for \$204/- which was returned to our clients with your letter of the 11th August 1978.

30

Yours faithfully,

40

EXHIBITS

AGREED BUNDLE - ITEM 10
LETTER, KIRPAL SINGH & CO.
TO DONALDSON & BURKINSHAW

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

Address:

10 SUITE 3004, 30th FLOOR, Our ref: KS/j1-745/78
O.C.B.C. CENTRE, Your ref: SV/AJ/LMP/
CHULIA STREET, A.24950A
SINGAPORE, 1.

Date: September 14, 1978

Messrs. Donaldson & Burkinshaw,
Advocates & Solicitors
SINGAPORE

Dear Sirs

NOS 123A & 123B MARKET STREET SINGAPORE

Thank you for your letter dated 11.9.78.

20 A summons has been issued. The firm is the
defendant.

Will you please accept service?

Yours faithfully,

Sd: Kirpal Singh & Co.

EXHIBITS

Agreed
Bundle
Item 10
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
14th
September
1978

EXHIBITS

Agreed
Bundle
Item 11
Letter,
Donaldson
& Burkinshaw
to Kirpal
Singh & Co.
26th
September
1978

EXHIBITS

AGREED BUNDLE - ITEM 11
LETTER, DONALDSON &
BURKINSHAW TO KIRPAL SINGH
& CO.

SV/AJ/LMP/A.24950A

26th September 1978

Messrs. Kirpal Singh & Co.,
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Chulia Street,
Singapore 1.

10

Dear Sirs,

re: Nos. 123A & 123B Market
Street, S'pore

We refer to your letter of the 14th
September 1978 and we have instructions to
accept service for the Summons on behalf of
our clients.

Yours faithfully,

EXHIBITS

AGREED BUNDLE - ITEM 12
DEFENCE IN DISTRICT COURT
SUMMONS No. 4416 of 1978

EXHIBITS

Agreed
Bundle
Item 12
Defence in
District Court
Summons No.
4416 of 1978
6th December
1978

DISTRICT AND MAGISTRATES' COURTS SINGAPORE

D.C.Summons)
No.4416 of 1978)

BETWEEN

10

1. SYED HUSSAIN BIN ABDUL RAHMAN
BIN SHAIKH ALKAFF also known
as SYED HUSSAIN BIN ABDUL
RAHMAN ALKAFF
2. SYED ALWEE BIN MOHAMED BIN
AHMAD ALKAFF also known as
ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES
LIMITED (Suing as Trustees
of the 1898 Alkaff
Settlement)

Plaintiffs

AND

20

A.M. ABDULLAH SAHIB & CO.
(sued as a firm)

Defendants

D E F E N C E

30

1. The Defendants are the lawful tenants of premises Nos.123A and 123B Market Street, Singapore mentioned in the Statement of Claim herein having obtained the tenancy of the said premises from Alkaff & Co.

40

2. With regard to paragraph 2 of the Statement of Claim the Defendants say that they are the lawful tenants of the said premises and have been so even before the said Alkaff & Co. entered into an agreement with the Defendants on the 26th April 1952. On the 26th April 1952 an agreement in respect of the said premises was entered into between Alkaff & Co. as landlords of the said premises and the Defendants as tenants thereof. The said Agreement was signed by A.A. Mohamed Maideen (son of A.M.Abdullah Sahib) as the then managing partner for and on behalf of the Defendants' firm. The Defendants therefore deny that the premises were let to the said A.A. Mohamed Maideen (son of A.M.Abdullah Sahib) who

EXHIBITS

Agreed
Bundle
Item 12
Defence in
District
Court
Summons No.
4416 of 1978
6th December
1978

(continued)

carried on business under the name of the Defendants' firm as alleged.

3. With regard to paragraph 3 of the Statement of Claim, the Defendants deny that the firm of A.M.Abdullah & Co. was ever in occupation of the said premises as alleged.

4. The Defendants contend that they have all along been the tenants of the said premises and prior to the commencement of these proceedings, the rent receipts were issued by the Plaintiffs in favour of the Defendants. The Plaintiffs are therefore precluded from denying that the Defendants are the lawful tenants of the said premises.

10

5. With regard to paragraphs 4, 5 and 6 of the Statement of Claim the Defendants say that as the tenancy was granted by the Plaintiffs in favour of the Defendants and the rent receipts having been issued in the name of the Defendants, the alleged Notice to Quit dated 28th June, 1978 served on the Chief Justice is bad in law and in fact and does not terminate the tenancy of the Defendants.

20

6. The Defendants admit paragraph 7 of the Statement of Claim and say they are in possession of the said premises as lawful tenants thereof.

7. With regard to paragraphs 8 and 9 of the Statement of Claim the Defendants say that as the lawful tenancy of the Defendants have not been lawfully determined the action by the Plaintiffs is misconceived and ought to be set aside.

30

8. Further and in the alternative, the Defendants deny that they are trespassers and seek the protection of the Control of Rent Act (Cap.266).

9. Save and except as is hereinbefore expressly admitted or otherwise pleaded to, each and every allegation contained in the Statement of Claim is denied as though the same were herein set out seriatim and specifically traversed.

40

Dated and Delivered this 6th day of December 1978.

Sd: Donaldson & Burkinshaw
Solicitors for the Defendants

To:

The Plaintiffs and their Solicitors,
Messrs. Kirpal Singh & Co.
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Singapore

EXHIBITS

Agreed Bundle
Item 12
Defence in
District
Court Summons
No.4416 of
1978
6th December
1978

(continued)

EXHIBITS

10

AGREED BUNDLE - ITEM 13
LETTER, KIRPAL SINGH &
CO. TO DONALDSON &
BURKINSHAW

Agreed Bundle
Item 13
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
21st March
1979

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

Address:
SUITE 3004, 30th FLOOR, Our ref: KS/y1-745-78
O.C.B.C. CENTRE, Your ref: SV/JT/A.24950A
CHULIA STREET,
SINGAPORE 1 Date: March 21 1979

20

M/s Donaldson & Burkinshaw
Clifford Centre
Raffles Place
SINGAPORE 1

Dear Sirs

DC Summons No. 4416 of 1978
123A & 123B Market Street

Thank you for your letter dated 19th March 1979.

The Notice of Appearance which you filed does not
give the name of the partners of the Defendant
firm for whom you act.

30

If you are acting for all the partners of the
firm, a letter to that effect will suffice.
Otherwise please file a formal Notice of Appearance
giving the names of the partners for whom you act

EXHIBITS

Yours faithfully,

Agreed
Bundle
Item 13
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
21st March
1979

Sd: Kirpal Singh & Co.

c.c. Registrar
Subordinate Courts
Havelock Road
SINGAPORE

(continued)

Agreed
Bundle
Item 14
Letter,
Donaldson &
Burkinshaw
to Kirpal
Singh & Co.
28th March
1979

EXHIBITS

AGREED BUNDLE - ITEM 14
LETTER, DONALDSON &
BURKINSHAW TO KIRPAL SINGH
& CO.

10

SV/JT/A.24950A
Ks/yl-745-78

28th March 1979

Messrs. Kirpal Singh & Company,
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Singapore.

Dear Sirs,

re: D.C. Summons No.4416 of 1978

We refer to your letter dated 21st March 1979 and duly note the contents. 20

With regard to your query we are in fact acting for the firm of A.M.Abdullah Sahib & Co. and the names of the partners are :-

1. N.M.Mohamed Abdullah
2. N.A.Mohamed Abdullah
3. A.M.Sultan Mohiuddin
4. Mohamed Ameen
5. Mohamed Yaseen
6. Magdoom Mohideen

30

Yours faithfully,

EXHIBITS

AGREED BUNDLE - ITEM 15
LETTER, DONALDSON & BURKINSHAW
TO REGISTRAR, SUBORDINATE
COURTS, SINGAPORE

SV/JT/A.24950A

6th August 1979

U R G E N T

10 The Registrar,
Subordinate Courts,
Havelock Road,
Singapore.

BY HAND

Dear Sir,

re: D.C. Summons No. 4416 of 1978

We act for the Defendants, A.M.Abdullah
Sahib & Co. and Messrs. Kirpal Singh & Co. are
for the Plaintiffs in the above matter.

20 The Summons has been fixed for hearing
on 8th August 1979 at 9.30 a.m. in Court No.10.
We should be obliged if you would kindly vacate
the date for trial and grant us an adjournment
as we are informed that one of the main witnesses
for the Defence who has gone to India has not
returned and will not be in Singapore on the
date of trial. We shall appear in Court No.10
on 8th August 1979 and make a formal application
for the adjournment.

Yours faithfully,

c.c. Messrs. Kirpal Singh & Co.
Clients

EXHIBITS

Agreed Bundle
Item 15
Letter,
Donaldson &
Burkinshaw to
Registrar,
Subordinate
Courts,
Singapore
6th August
1979

EXHIBITS

Agreed
Bundle
Item 16
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
and enclosure
12th December
1979

EXHIBITS

AGREED BUNDLE - ITEM 16
LETTER, KIRPAL SINGH & CO.
TO DONALDSON & BURKINSHAW
AND ENCLOSURE

—————
KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: (2 lines) 981435
—————

Address:
SUITE 3002 & 3004, 30th FLOOR, 10
O.C.B.C. CENTRE, Our ref: KS/jl-
CHULIA STREET, Your ref: SV/JT/
SINGAPORE 0104 A.24950A

Date: December 12, 1979

Messrs. Donaldson & Burkinshaw,
Advocates & Solicitors,
Clifford Centre,
Raffles Place,
SINGAPORE WITHOUT PREJUDICE

ATTN: MR VELLUPILLAI 20

Dear Sirs

DC SUMMONS NO 4416 OF 1978

We refer to telephone conversation.

Attached draft is standard in the sense that
our clients have adopted it previously with
other premises.

Please confirm acceptance early so that need
to prepare for a hearing may be avoided.

Yours faithfully,

Sd: Kirpal Singh & Co. 30

encl:

M/S KIRPAL SINGH & CO.....

EXHIBITS

M/S DONALDSON & BURKINSHAW.....

Agreed
Bundle
Item 16
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
and enclosure
12th December
1979

SUBORDINATE COURTS SINGAPORE

DC SUMMONS NO 4416 OF 1978

Between

10

1. SYED HUSSAIN BIN ABDUL RAHMAN
BIN SHAIKH ALKAFF also known as
SYED HUSSAIN BIN ABDUL RAHMAN
ALKAFF
2. SYED ALWEE BIN MOHAMED BIN AHMAD
ALKAFF also known as ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES LIMITED
(Suing as Trustees of the 1898
Alkaff Settlement)

(continued)

Plaintiffs

And

A.M. ABDULLAH SAHIB & CO.
(Sued as a firm)

Defendants

20

J U D G M E N T

THIS 18TH DAY OF DECEMBER 1979

UPON THIS ACTION coming on for hearing
before His Honour Mr. Rahim Jalil in the
presence of Counsel for the plaintiffs and
for the defendants And Upon the Defendants
admitting the claim of the plaintiffs

30

AND BY CONSENT IT IS ADJUDGED that
there be judgment for the plaintiffs against
the defendants for possession of the premises
known as No.123A and 123B Market Street,
Singapore

AND IT IS ORDERED that the defendants,
their servants and agents and all others
DO QUIT AND DELIVER UP VACANT POSSESSION of
the said premises to the plaintiffs FORTHWITH

And the defendants DO PAY the plaintiffs
mesne profits at \$102.00 per Mohamedan month
as from Rajb 1398 (equivalent to 6.6.78) to
date of delivery up of vacant possession

40

And there there be no order as to costs.

EXHIBITS

Agreed
Bundle
Item 16
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
and enclosure
12th December
1979

(continued)

Provided that there shall be a stay of execution on the judgment above in so far as it relates to delivery of vacant possession until, either,

- 1) there is government acquisition of the premises and the Collector has called upon the plaintiffs to deliver up possession of the premises to the Collector or other government authority; 10
- or 2) the plaintiffs are selling the premises and have given the defendants notice of 6 months of the intended sale;
- or 3) the plaintiffs are developing the site and have given the defendants 6 months notice of the intended development and in-principle plans for the development have been approved 20

Provided further that should the defendants bring on to the premises any other person (which term includes a firm or company) to occupy any part of the premises in any capacity, other than those on the premises then the abovestated proviso shall be null and void and the plaintiffs shall be entitled to execute on the whole of the judgment.

DATED this day of 1979 30

DY REGISTRAR

Entered this day of 1979 in Vol. Page

I N D O R S E M E N T

If you the within-named partner/partners/sole proprietor of the abovenamed defendant firm neglect to obey this Judgment (or order) by the time therein limited you will be liable to process of execution for the purpose of compelling you to obey the same.

EXHIBITS

AGREED BUNDLE - ITEM 17
JUDGMENT IN DISTRICT COURT
SUMMONS NO. 4416 of 1978

EXHIBITS

Agreed
Bundle
Item 17
Judgment
in District
Court
Summons No.
4416 of 1978
18th December
1979

SUBORDINATE COURTS SINGAPORE

DC SUMMONS NO 4416 OF 1978

Between

10

1. SYED HUSSAIN BIN ABDUL RAHMAN BIN SHAIKH ALKAFF also known as SYED HUSSAIN BIN ABDUL RAHMAN ALKAFF
2. SYED ALWEE BIN MOHAMED BIN AHMAD ALKAFF also known as ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES LIMITED (Suing as Trustees of the 1898 Alkaff Settlement)

Plaintiffs

And

A.M. ABDULLAH SAHIB & CO.
(Sued as a firm)

20

Defendants

J U D G M E N T

THIS 18TH DAY OF DECEMBER 1979

UPON THIS ACTION coming on for hearing before His Honour Mr Rahim Jalil in the presence of Counsel for the plaintiffs and for the defendants And Upon the Defendants admitting the claim of the plaintiffs

30

AND BY CONSENT IT IS THIS DAY ADJUDGED that there be judgment for the plaintiffs against the defendants for possession of the premises known as No.123A and 123B Market Street, Singapore

AND IT IS ORDERED that the defendants, their servants and agents and all others DO QUIT AND DELIVER UP VACANT POSSESSION of the said premises to the plaintiffs FORTHWITH

40

And the defendants DO PAY the plaintiffs mesne profits at \$102.00 per Mohamedan month as from Rajab 1398 (equivalent to 6.6.78) to date of delivery up of vacant possession

And there there be no order as to costs

EXHIBITS

Agreed
Bundle
Item 17
Judgment
in District
Court
Summons No.
4416 of 1978
18th December
1979

Provided that there shall be a stay of execution on the judgment above in so far as it relates to delivery of vacant possession until, either,

- 1) There is government acquisition of the premises and the Collector has called upon the plaintiffs to deliver up possession of the premises to the Collector or other government authority; 10
- or 2) The plaintiffs are selling the premises and have given the defendants notice of 6 months of the intended sale;
- or 3) The plaintiffs are developing the site and have given the defendants 6 months notice of the intended development and in-principle plans for the development have been approved 20

(continued)

Provided further that should the defendants bring on to the premises any other person (which term includes a firm or company) to occupy any part of the premises in any capacity, other than those already on the premises then the abovestated proviso shall be null and void and the plaintiffs shall be entitled to execute on the whole of the judgment.

DATED this 29TH day of DECEMBER 1979 30

DY REGISTRAR

Entered this 2nd day of January 1980 in Vol.133
Page 104

I N D O R S E M E N T

If you the within-named partner/partners/sole proprietor of the abovenamed defendant firm neglect to obey this Judgment (or order) by the time therein limited you will be liable to process of execution for the purpose of compelling you to obey the same. 40

KIRPAL SINGH & COMPANY

ADVOCATES & SOLICITORS

Telephone: 94481 (2 Lines)

Agreed Bundle

Item 18

Letter, Kirpal
Singh & Co. to
Donaldson &
Burkinshaw

9th January 1980

Address:
SUITE 3004, 30th FLOOR,
O.C.B.C. CENTRE,
CHULIA STREET,
SINGAPORE 1.

Our Ref: KS/c1/745/78

Your Ref: SV/JT/A.24950A

Date: 9th January 1980

10

Messrs Donaldson & Burkinshaw
Advocates & Solicitors,
Clifford Centre
Raffles Place
Singapore 0104.

SV

Dear Sirs,

re: DC Summons No 4416 of 1978
123A & 123B Market Street

20

By way of service we forward herewith copy of
Judgment entered against your clients. Kindly
acknowledge.

Please arrange for the following sums to be paid
either to us or direct to our clients The
British & Malayan Trustees Limited at 7th floor,
Grand Building, Phillip Street.

30

Mesne profits @ \$102.00^{pr} Mohamedan
month from Rajab 1398 (equivalent
to 6.6.78) to Safar 1400 (equivalent
to 17.1.80) (20 Mohamedan months)

(20 months x \$102/-)

----- \$2,040.00
=====

Kindly also inform your clients that all future
mesne profits should also be paid promptly to
our clients.

Yours faithfully,

encl:
c.c. clients

EXHIBITSAgreed Bundle

Item 19

Letter, Donaldson
& Burkinshaw to
Kirpal Singh & Co.
10th January 1980

EXHIBITS

AGREED BUNDLE'- ITEM 19
LETTER, DONALDSON & BURKINSHAW
TO KIRPAL SINGH & CO.

SV/MO/A.24950A
KS/cl/745/78

10th January 1980

Messrs Kirpal Singh & Company
Suite 3004, 30th Floor,
OCBC Centre
Chulia Street
SINGAPORE 0104

10

Dear Sirs,

D C SUMMONS NO. 4416 OF 1978
123A & 123B MARKET STREET

We refer to your letter dated 9th January 1980 and
acknowledge receipt of the copy of Judgment enclosed
therewith.

We have written to our clients to let us have their
cheque for the sum of \$2,040-00 in favour of yourselves
being mesne profits payable to your clients. We shall
also inform our clients to make all future payments
direct to your clients.

20

Yours faithfully,

c.c. clients

EXHIBITS

AGREED BUNDLE TWO - ITEM 7
NOTICE OF ACQUISITION UNDER
SECTION 8 OF THE LAND ACQUISITION
ACT

EXHIBITS

Agreed Bundle Two
Item 7
Notice of Acquisition
under Section 8
of the Land
Acquisition Act
10th April 1980

ORIGINAL

LO Reference: LO(Q) 41.26.TS1.180-1(S)

NOTICE OF ACQUISITION UNDER SECTION 8 OF THE LAND
ACQUISITION ACT (CAP. 272 REVISED EDITION 1970)

10 To: Six Settlements of Syed Mohamed Bin Abdulrahman Alkaff and
Syed Shaikh Bin Abdulrahman Alkaff.

Trustees:

1. M/s British and Malayan Trustees Limited
7th Floor, Grand Building
170 Phillip Street, Singapore 0104.
2. Mr Syed Alwee Bin Mohamed Bin Ahmad Alkaff
No. 42 Mount Sinai Drive off Holland Road
Singapore 1027.
3. Mr Syed Hussain Bin Abdulrahman Bin Shaikh Alkaff
No. 3 Jalan Santosa, Singapore 1441.

20 1 Notice is hereby given to you that Government intends to acquire the land, particulars of which are given below, for
General Redevelopment
under the Land Acquisition Act (Cap. 272).

2 Lot and Mukim/TS Nos.	Area of the land
Lot 180-4 TS I	110.4 sq m (1,188 sq ft)
Lot 180-3 TS I	110.1 sq m (1,185 sq ft)
Lot 180-2 TS I	110.4 sq m (1,188 sq ft)
Lot 180-1 TS I	109.6 sq m (1,180 sq ft)

30 3 Declaration No. and Date	Date published in the Government Gazette
Declaration No 1236 dated 24.3.80	published in the Government Gazette Extraordinary No 21 of 28.3.80

4 Notice is hereby given that claims to compensation for all interests in the said land may be made to me. If you have any interest in this land, or are entitled to act for persons so interested, you are hereby called upon to appear personally or by Agent on the 2nd day of May 1980 at 2.30 p.m. at the Office of the Collector of Land Revenue at Singapore to state the nature of such interests in the land and the amount and particulars of any claim to compensation you may wish to prefer for the same, together with any objections to the measurement cited in respect of the said land.

40 N.B.—Attention is directed to section 35 sub-sections (1), (2) and (3) of the Land Acquisition Act which read as follows:—

35—(1) Where the applicant has made a claim to compensation pursuant to any notice under section 3 of this Act, the amount awarded to him shall not exceed the amount so claimed or be less than the amount awarded by the Collector under section 10 of this Act.

(2) Where the applicant has refused to make such claim or has omitted without sufficient reason, to be allowed by the Board, to make such claim, the amount awarded by the Board may be less than and shall in no case exceed the amount awarded by the Collector.

(3) Where the applicant has omitted for a sufficient reason, to be allowed by the Board, to make such claim, the amount awarded to him by the Board may be less than or may exceed the amount awarded by the Collector.

50

(Lee Kei Ting)

Collector of Land Revenue,
Land Office,

National Development Building,
(6th Floor),

Maxwell Road, Singapore 0106

Date: 10 APR 1980

61.

NOTICE TO OWNER(S)

When attending the Inquiry, please produce the following documents :-

- a Identity Card.
- b All title deeds relating to subject land.
- c Latest property tax receipt.
- d Letters of Administration/Probate (where applicable).
- e List of tenants, their addresses and the amount of rent paid.
- f Insurance policy, if any, in respect of the property/properties under acquisition.

10

NOTICE TO AGENT OF OWNER(S)

You are required to produce a Letter of Authority/ Power of Attorney if you are attending the Inquiry on behalf of the owner(s). You are also required to produce the documents listed under Notice To Owner(s).

EXHIBITS

AGREED BUNDLE - ITEM 22
LETTER, KIRPAL SINGH & CO.
TO DONALDSON & BURKINSHAW

—————
KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines) 981435
—————

EXHIBITS

Agreed
Bundle
Item 22
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
28th April
1980

Address:
10 SUITE 3002 & 3004, 30th FLOOR,
O.C.B.C. CENTRE, Our ref: KS/jl-745/78
CHULIA STREET, Your ref: SV/LL/A.23950A
SINGAPORE 0104
Date: April 28, 1980

Messrs. Donaldson & Burkinshaw
Advocates & Solicitors
22nd Floor, Clifford Centre
SINGAPORE

ATTN: MR VELLUPILLAI

Dear Sirs

20 NOS 123A & 123B MARKET STREET
DC SUMMONS NO 4416 OF 1978

Kindly note that the premises have been acquired by the Government and the Collector has indicated that he requires vacant possession by 1st July 1980. Please confirm that vacant possession will be delivered in or before that date.

Yours faithfully,

Sd: Kirpal Singh & Co.

c.c. BMT

EXHIBITS

Agreed
Bundle
Item 23
Letter,
Collector
of Land
Revenue to
Oehlers &
Choa
2nd July 1980

EXHIBITS

AGREED BUNDLE - ITEM 23
LETTER, COLLECTOR OF LAND
REVENUE TO OEHLERS & CHOA

GOVERNMENT OF SINGAPORE

(Address illegible)

Your ref: M/JC/31/80/C
Our ref: LO(Q)41.26.TS1.180-1(S)

Date: 2 July 1980

M/s Oehlers & Choa
Advocates & Solicitors 10
Rooms 906 & 907 (9th Floor)
Tat Lee Building
Market Street
Singapore

Dear Sirs

1898 ALKAFF SETTLEMENT -
117 MARKET STREET - LOT 180-1 TS I
119 MARKET STREET - LOT 180-2 TS I
121/A/B MARKET STREET - LOT 180-3 TS I
123/A/B MARKET STREET - LOT 180-4 TS I 20

I refer to your letter dated 23 May 1980 and have noted that your clients have submitted a claim of compensation on the basis of vacant possession to be given in respect of the premises known as Nos.119, 121 (ground floor) and also 123/A/B (first and second floor) Market Street, Singapore.

2 Please note that we require possession of the property by 30 October 1980. Could you please confirm that your clients would be in 30 a position to deliver vacant possession of the above 3 properties by that date.

Yours faithfully,
Sd: Lee Ket Ting

LEE KET TING
COLLECTOR OF LAND REVENUE
LAND OFFICE

EXHIBITS

AGREED BUNDLE - ITEM 24
LETTER, KIRPAL SINGH & CO.
TO DONALDSON & BURKINSHAW

KIRPAL SINGH & COMPANY
ADVOCATES & SOLICITORS
Telephone: 94481 (2 lines)

EXHIBITS

Agreed
Bundle
Item 24
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
9th July
1980

Address:
10 SUITE 3004, 30th FLOOR, Our ref: KS/lps/745/78
O.C.B.C. CENTRE, Your ref: SV/LL/A24950A
CHULIA STREET,
SINGAPORE 1. Date: 9th July 1980

Messrs. Donaldson & Burkinshaw
Advocates & Solicitors
Clifford Centre
Raffles Place
Singapore 0104

URGENT

Dear Sirs

20 Re: DC Summons No.4416 of 1978
123A & 123B Market Street

The above premises are the subject of government acquisition vide notification in the Government Gazette dated 28th March 1980.

We now enclose herewith a copy of letter dated 2nd July 1980 from the Collector of Land Revenue calling upon our clients to deliver up possession of the premises to him by 30 October 1980.

30 The premises must be vacated by your clients wholly one week before these are to be handed over by our clients to the Collector.

If your clients confirm within 7 days of the date of this letter, then our clients will not make application for a Writ of Possession.

Yours faithfully,

Sd: Kirpal Singh & Co.

Enc.

EXHIBITS

Agreed
Bundle
Item 25
Letter,
Kirpal Singh
& Co. to
Donaldson &
Burkinshaw
25th July
1980

EXHIBITS

AGREED BUNDLE - ITEM 25
LETTER, KIRPAL SINGH & CO.
TO DONALDSON & BURKINSHAW

KS/as/745/78
SV.LL.A.24950A

25th July 80

M/S Donaldson & Burkinshaw "URGENT"
Advocates & Solicitors
Clifford Centre
Raffles Place
Singapore 0104 BY HAND

10

Dear Sirs

re: DC Summons No. 4416 of 1978
123A & 123B Market Street

We refer to ours of 9th July and yours of 16th
July. May we please have an answer by return.

Yours faithfully,

KIRPAL SINGH & CO.

c.c. clients

20

EXHIBITS

EXHIBITS

AGREED BUNDLE - ITEM 20
LETTER, OEHLERS & CHOA TO
THE COMMISSIONER OF LANDS

Agreed
Bundle
Item 20
Letter,
Oehlers &
Choa to the
Commissioners
of Lands
14th August
1980

OEHLERS & CHOA
Advocates & Solicitors
Tel.No. 433650 & 981625

ROOMS 906 & 907
(9TH FLOOR)
TAT LEE BUILDING
MARKET STREET
SINGAPORE

10 ERIC CHOA (431790)
T.P.B. MENON (437422) 14th August 1980

CHUA SIAK KIM (433427)

Our ref: EC/NP/31/80/C
Your ref: LO(Q) 41.26.TS1. 180-1(S)

The Commissioner of Lands
Land Office
National Development Bldg
6th Floor, Maxwell Road
Singapore 0106

20 Dear Sir

Re: 1898 Alkaff Settlement
117 Market Street - Lot 180-1 TS I
119 Market Street - Lot 180-2 TS I
121/A/B Market Street - Lot 180-3 TS I
123/A.B Market Street - Lot 180-4 TS I

We refer to your letters dated 21st July and
6th August 1980.

30 We are instructed to confirm that vacant
possession of No. 121 (Ground floor) Market Street
will be delivered on the 30th October 1980.

Regarding No.123/A/B (1st and 2nd floors)
Market Street, Writs of Possession will be issued
against the occupants thereof in accordance with
the Judgment obtained against them on the 29th
December 1979 in D.C. Summons 4416 of 1978, copy of
which Judgment was handed to the Collector of Land
Revenue on the 23rd April 1980.

40 Regarding No.119 Market Street, the hearing of
this case is on the 27th October 1980. If our
clients succeed, possession thereof will be
delivered a little time after the 30th October 1980.

Yours faithfully,

cc clients

EXHIBITS

Agreed
Bundle
Item 21
Letter,
the Manager
of the
occupants
of 123A &
123B Market
Street
Singapore
29th August
1980

EXHIBITS

AGREED BUNDLE - ITEM 21
LETTER, THE MANAGER TO THE
OCCUPANTS OF 123A & 123B
MARKET STREET, SINGAPORE

29 August 1980

The Occupant
123A & 123B Market Street
Singapore

Dear Sir,

10

Writ of Possession - 123A & 123B Market Street
Singapore

This is to notify you that our Solicitors have obtained leave to issue a Writ of Possession to obtain vacant possession of the premises. If you require time to vacate and deliver up vacant possession you are advised to contact the undersigned in person.

Yours faithfully,

Sd:

20

MANAGER

AGREED BUNDLE - ITEM 26
AGREEMENT BETWEEN HOCK GIAP &
CO. (PTE) LTD. AND A.M.ABDULLAH
SAHIB & CO.

Agreed Bundle
Item 26
Agreement
between Hock Giap
& Co. (Pte) Ltd.
and A.M.Abdullah
Sahib & Co.
15th September
1980

WAREHOUSE AT NO. 10-C ARNASALAM CHETTY ROAD.

THIS AGREEMENT is made the 15th day of September 19 80
Between HOCK GIAP CO. (PTE) LTD. of Unit G-10, Ground Floor, Fook Hai Building,
150 South Bridge Road, Singapore 1 (hereinafter called "the Landlord") of the one
10 part and Messrs. A.M., ABDULLAH SAHIB & CO.
a company incorporated in the Republic of Singapore and having its registered office
at 107, Market Street, Singapore 0104,
(hereinafter called "the Tenant") of the other part.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. That the Landlord lets and the Tenant takes subject to the rent and condi-
tions hereinafter contained the premises being and known as ~~whole~~/part of the 3rd...
Floor of No. 10 ARNASALAM CHETTY Road, Singapore and containing an
area of .2272: ... sq. ft. together with the Tenant its employee, servants agent, invitee
and licensee in common with the Landlord and other person similarly entitled to use
20 the toilet and sanitary facilities on the aforesaid premises for the term of one (1)..
year/ from the 16th October 1980.....

2. (a) The monthly rent for the said premises shall be the sum of Singapore
dollars. One Thousand Three Hundred and Sixty-three and Cents Twenty. (\$1363.20)
This rent comprised of S\$ 0.45. per sq. ft. for rental and ~~S\$ 0.15~~^{S\$ 0.15} per sq. ft. for
Maintenance fee.

(b) An additional S\$113.60 per month is levied for the allowance for Lifts,
Jaga and Management fee for the above premises.

(c) The one month rent and Maintenance fee and allowance shall be paid in
advance on signing the Agreement and the said rent, Maintenance fee and allowance
30 shall be paid monthly in advance.

3. The Tenant hereby covenants with the Landlord as follows:-

(a) On or before the signing of this Agreement the Tenant shall pay to the
Landlord Singapore dollars. Two Thousand Nine Hundred and Fifty-three and Cents
Sixty. (\$2,953.60)..... (the receipt whereof the Landlord
hereby acknowledge) representing Two (2).. months' rent the balance of such deposit
shall be refunded immediately upon the expiry of the term hereby created after
deduction of the cost of damage if any to the fixtures and fittings in the aforesaid
premises.

EXHIBITS

Agreed Bundle
 Item 26
 Agreement
 between Hock Giap
 & Co. (Pte) Ltd.
 and A.M. Abdullah
 Sahib & Co.
 15th September
 1980

(continued)

(b) To pay for all water, electricity and any other services supplied separately to the said premises for the purpose of washing, lighting and otherwise and charged by the Public Utilities Board or other appropriate authority or undertaking against the Tenant.

(c) Any partitioning, decoration and installation desired by the Tenant to be erected within the said premises shall be carried out by and at the expense of the Tenant and subject to the previous consent and approval of the Landlord of the standard type quality and size of such partitioning, decoration and installation.

(d) Not to do or permit or suffer to be done anything whereby any insurance of the premises against loss or damage by fire may become void or voidable or whereby the rate of premium for any insurance may be increased. 10

(e) To use the premises for the purpose of a store and warehouse for all kinds of goods and merchandise other than those of a dangerous or illegal nature as are defined in the laws of Singapore..

(f) Not to deposit or permit to be deposited any rubbish or refuse on any part of the premises.

(g) To permit the Landlord and their agent and workman during the said tenancy at all reasonable and convenient time in the daytime to enter upon the premises in order to examine the state and conditions of the premises for the purpose of repairs.

4. PROVIDED ALWAYS AND it is hereby agreed as follows:-

20

(a) If the rent hereby reserved or any part thereof shall be unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) or if any covenants or stipulations on the Tenants' part herein contained shall be performed or observed or it at any time the Tenant or any other person in whom for the time being the term hereby created is vested shall become bankrupt or suffer any distress or execution to be levied on its own goods (or if the Tenant being a company shall go into liquidation either voluntarily or compulsorily) then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter and repossess and thereupon the aforesaid premises shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained. 30

IT IS further agreed between the Landlord and the Tenant as follows:-

EXHIBITS

(a) That the Landlord reserve the right to revise the rent of the aforesaid premises after .one.(1). year^s from the date 16th. October. 1981..

Agreed Bundle
Item 26
Agreement
between Hock Giap
& Co. (Pte) Ltd.
and A.M. Abdullah
Sahib & Co.
15th September
1980

(b) At the expiration of the term of .one.(1). year^s hereinbefore mentioned the Landlord shall at the request of the Tenant in writing made three (3) months before the expiration hereof and if there shall not be any existing breach or non-observance of any of the covenants on the part of Tenant at the date of expiration of the said term grant to the Tenant a renewed Agreement but subject to a revised rent and terms to be determined.

(continued)

10 (c) That the Tenant shall at any time fail or neglect to perform or observe the terms of Tenancy under this Agreement then in such antecedent and breach the Landlord shall have the right to forfeit the deposit mentioned under Clause (3) a hereof.

(d) The cost of preparation and execution of this Agreement should be paid by the Tenant.

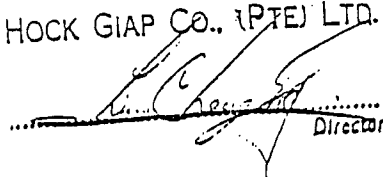
IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Signed by

and on behalf of the Landlord

in the presence of:-

HOCK GIAP CO., (PTE) LTD.

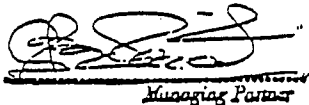


.....
Director

20 Signed by

and on behalf of the above named
W/S. A.M. ABDULLAH SAHIB & CO.
in the presence of:-

A.M. ABDULLAH SAHIB & CO.



.....
Managing Partner

EXHIBITS

Agreed
Bundle
Item 27
Letter,
Cheong Hock
Chye & Co.
(Pte) Ltd.
to Kirpal
Singh & Co.
27th
September
1980

EXHIBITS

AGREED BUNDLE - ITEM 27
LETTER, CHEONG HOCK CHYE
& CO. (PTE) LTD. TO KIRPAL
SINGH & CO.

CHEONG HOCK CHYE & CO. (PTE) LTD.

Property Consultants-Valuers-Estate Agents-
Auctioneers
Suite 1301 13th Floor Tong Eng Building
Cecil Street Singapore 0106
Telephone: 222-1333 (5 lines)
Telex Valuer R.S 34722
27 September 1980

10

M/s Kirpal Singh & Co.
Suite 3004, 30th Floor,
O.C.B.C. Centre,
Chulia Street,
Singapore 0104

Dear Sirs,

COMPULSORY ACQUISITION AWARDS FOR PROPERTIES
AT MARKET STREET, SINGAPORE 0104

20

We refer to our recent telephone conversation
in respect of the above matter, and append
hereunder the final settlement awards for
properties situated along Market Street which
were compulsorily acquired on 5 November 1975.
The properties are prewar built shophouses,
(without major alterations or renovations)
belonging to our clients for whom we acted as
valuers in respect of their claims for
compensation.

30

	<u>unit rate</u>
Vacant Possession Value	\$315/- psf
Encumbered Value	Ranging from \$155/- psf to \$200/- psf depending on degree of encumbrance, site location, etc.

Please do not hesitate to call us if you need
any further assistance.

Yours faithfully,
Sd: Cheong Thiam Siew
Cheong Thiam Siew
Managing Director

40

EXHIBITS

AGREED BUNDLE - ITEM 28
LETTER, BRITISH & MALAYAN
TRUSTEES LIMITED TO A.M.
ABDULLAH SAHIB & CO.

BRITISH & MALAYAN TRUSTEES, LIMITED
(Incorporated in Singapore)

7th FLOOR, GRAND BUILDING, PHILLIP STREET,
MAXWELL ROAD P.O.BOX 3022, SINGAPORE, 9050
Telephone: No.914922 (3 lines)
Telegraphic Address "BRIMATRUST" Singapore

BY HAND

22 October 1980

Messrs. A.M.Abdullah Sahib & Co.
123A/B Market Street
Singapore

Dear Sirs,

re: 123 Market Street (2nd floor)
Suit No. 2881 of 1980

20 This is to confirm that from the moneys received from the Collector of Land Revenue as award moneys in respect of the acquisition of the premises known as No.123A/B Market Street, Singapore, a sum of \$50,000.00 will be set aside by us to meet a claim which may arise from your being able to successfully contend before the Court that the judgment against you dated 18 December 1979 be set aside.

Yours faithfully,

30 Sd:
MANAGER

EXHIBITS

Agreed
Bundle
Item 28
Letter,
British &
Malayan
Trustees
Limited to
A.M.Abdullah
Sahib & Co.
22nd October
1980

EXHIBITS

Agreed
Bundle Two
Item 8
Notice of
taking of
possession
under
Section 16
of the Land
Acquisition
Act
2nd March
1981

EXHIBITS

AGREED BUNDLE TWO - ITEM 8
NOTICE OF TAKING OF POSSESSION
UNDER SECTION 16 OF THE LAND
ACQUISITION ACT

LAND OFFICE NOTICE
Section 16, Land Acquisition Act (Cap.272
Revised Edition 1970)

I hereby give notice that under the powers
conferred upon me under Section 16 of the Land 10
Acquisition Act (Chapter 272, 1970 Revised
Edition), I have this day

taken possession of Lots 180-4, 180-3,
180-2 and 180-1 all of
Town Subdivision I

referred to as needed
for a public purpose
in Notification No. 1236 of 24.3.80

and published in the
Government Gazette
Extraordinary No. 21 of 28.3.80 20

Date: 2 MAR 1981 Sd: Lee Ket Ting
(Lee Ket Ting)
LO(Q) 41.26.TS1.180-1(S) Collector of Land Revenue
Singapore

LAND OFFICE
SINGAPORE

To:- Six Settlements of Syed Mohamed Bin
Abdulrahman Alkaff and Syed Shaikh Bin
Abdulrahman Alkaff 30

Trustees:

- 1) M/s British and Malayan Trustees Limited
- 2) Mr Syed Alwee Bin Mohamed Bin Ahmad Alkaff
- 3) Mr Syed Hussain Bin Abdulrahman Bin Shaikh
Alkaff

All c/o M/s Oehlers & Choa
Advocates & Solicitors
Rooms 906 & 907 (9th Floor)
Tat Lee Building, Market Street,
Singapore 0104 40

RECEIVED
2 MAR 1981

EXHIBITS

AGREED BUNDLE - ITEM 29
CERTIFICATE OF REGISTRATION
OF BUSINESS

EXHIBITS

Agreed
Bundle
Item 29
Certificate
of Regist-
ration of
Business
March 1947

BRITISH & MALAYAN TRUSTEES
LTD.

1979 IV 2

No. of Certificate

"A" 16 : 42 318

10

A.A. Mohamed Maideen
7th day of March 1947

THE BUSINESS NAMES ORDINANCE, 1949
Section 6

To: THE REGISTRAR OF BUSINESS NAMES,
SUPREME COURT,
SINGAPORE.

.....

I/We the undersigned hereby apply for
registration pursuant to the provisions of
the Business Names Ordinance, 1940, and for
that purpose furnish the following statement
of particulars :-

20

- 1. The business name. A.M.ABDULLAH SAHIB
(If such name is Chinese & CO.
give name in Chinese and
in English characters)
- 2. Constitution of Business* PARTNERSHIP
- 3. The general nature of
the business* IMPORTERS, EXPORTERS,
COMMISSION AGENTS
AND GENERAL MERCHANTS
- 4. The principal place
of business* 123-A, MARKET STREET
SINGAPORE
- 5. The date of commencement
of the business, if the
business was commenced
after 30th August, 1940 ESTABLISHED IN 1908
- 6. Branches of the
business*

30

Certified Extract 22 JUN 1978

40

Sd:
(T.Caysagen)
Registrar of Businesses
Singapore

EXHIBITS

Dated this 5th day of March 1947

Agreed
Bundle
Item 29
Certificate
of Registra-
tion of
Business
March 1947

A.M. ABDULLAH SAHIB & CO.

Signed: Illegible

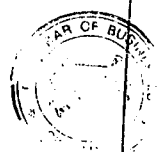
(continued)

- * Here state "Partnership", "Sole-proprietorship", etc.
- μ Here state the nature of the business carried on, e.g. "money-lending", "Rubber Estate", etc.
- * Wherever situated, i.e. in Singapore or elsewhere.

Agreed Bundle
Item 29
Certificate
of Registration
of Business
March 1947

(continued)

Full name or names of proprietor or partners	Here enter all Chinese names in Chinese characters	Here state any previous names and any aliases opposite each name in the first column	Corporate and registered office of every corporation and partnership and of every individual partner and director	Nationality and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Other business occupation if any, of each individual or of all partners	Usual residence
N.M.MOHAMED ABDULLAH Son of	N.M.MOHAMED HUSSAIN			INDIAN MUSLIM	8- 3- 1938		Paikara Street, KOOTHANALLUR. S.INDIA
A.A.MOHAMED MAIDEEN "	" A.M.ABDULLAH SAHIB			" "	"		123-A, Market Street, Singapore.
A.A.HAJI NOOR MOHIDEEN "	" "			" "	8- 1- 1947		17, Angappa Naick Str, Madras - India
A.A.HAJA MOHIADEEN "	" "			" "	"		123-A, Market Street, Singapore.



Certified Extract
(T. Caysagen)
Registrar of Businesses
Singapore

22 JUN 1947

Dated this 5th day of March, 1947

Notes—If any partner, proprietor or partner of any other business particulars of which also require registration a schedule must be attached giving the name of each of the businesses of which he is a partner or proprietor.
 (1) The name given must be the name by which the partner is commonly known. In the case of a Christian or non-Indian or other Asiatic give name of the partner and name of his father and include any personal vilasan, etc. In the case of a Chinese give all first or Christian names and surname; in the case of a Malay, give all first or Chinese given and personal names; in the case of a Malay, give all first or Chinese given and personal names; in the case of a Malay, give all first or Chinese given and personal names.
 (2) Where a business is carried on under two or more business names, each of those business names must be stated.
 (3) The statement must be signed:—
 (i) in the case of an individual by the individual;
 (ii) in the case of a corporation, by a director or secretary thereof;
 (iii) in the case of a firm—
 (a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner, or
 (b) by some individual who is a partner, or
 (c) by a director or the secretary of a corporation which is a partner;
 and in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

Sheet No. 75

Certificate of Registration
of Business March 1947 (Contd.)

Addresses of Branches (if any):

Official Use Only
Date of Reg. DAY MONTH YEAR
12 19 75
ORDER CODE
Reg. No. 00031800X

Fill in the spaces below. Use one boxed space for each character. Leave a blank between words

Business Name (English or Romanised) in Block Letters
M A H M E D L I A I L S H A H I D & C O

Principal Place of business (Address)
07 MARKET STREET
Singapore

FOR OFFICIAL USE ONLY
Branch Code
Address of Branch No. 1
Singapore
Main Activity of Branch
Date Branch business commenced
DAY MONTH YEAR
Address of Branch No. 2
Singapore
Main Activity of Branch
Date Branch business commenced
DAY MONTH YEAR
Address of Branch No. 3
Singapore
Main Activity of Branch
Date Branch business commenced
DAY MONTH YEAR

Constitution of business (Circle number against the appropriate

FOR OFFICIAL USE

No.	Sex	Race	Nationality	Name	Address	Postal District No.	Remarks
4	2	3	2	MOHAMED AMEEN	123-A, Market Street Singapore - 1.	1-4-6	NI
5	2	3	2	MOHAMED YAASEEN	123-A, Market Street, Singapore - 1.	1-4-6	NI

Follow Items Above!

PARTICULARS OF THE PERSONS RESPONSIBLE IN THE MANAGEMENT OF THE BUSINESS

No.	Sex	Race	Nationality	Name	Address	Postal District No.	Remarks
1	2	3	2	MOHAMMED YAASEEN	123 A Market St (1)	1-4-6	NI

FORM 8

APPLICATION TO REGISTER A BUSINESS
The Business Registrar, Singapore

Agreed Bundle
Item 29
Certificate
of Registration
of Business
March 1947

TRAR OF BUSINESSES 3RD FLOOR COLOMBO COURT S'PORE

(IMPORTANT: Please see Notes overleaf at 19)

size + (C)
+ 16

FOR OFFICIAL USE ONLY
Date of Reg. DAY MTH YR
12 10 47

Fill in the spaces below between words

1. Business Name

2. Principal Place of business (Address)
Singapore

(continued)

Number of Branches (if any):
Address of Branch No. 1
Main Activity of Branch
Singapore
Date Branch business comm. DAY MTH YR
Address of Branch No. 2
Main Activity of Branch
Singapore
Date Branch business comm. DAY MTH YR
Address of Branch No. 3

<input type="checkbox"/>		<input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Alias Address
<input type="checkbox"/>		<input type="checkbox"/> Race <input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Name Alias Address
<input type="checkbox"/>		<input type="checkbox"/> Race <input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Name Alias Address

Show Items Above:

PARTICULARS OF THE PERSONS RESPONSIBLE IN THE MANAGEMENT OF THE BUSINESS

7833723	Indian Tamil.	3 2 1	MOHAMMED YASEEN 79. 123A, Market St C 13	1/4/62	N 11
---------	------------------	-------------	---	--------	------

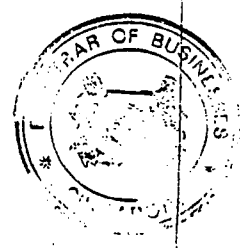
EXHIBITS

EXHIBITS

Agreed Bundle Two
Item 1
Application under
Business Names
Ordinance for
Registration
of Business
March 1947

AGREED BUNDLE TWO - ITEM 1
APPLICATION UNDER BUSINESS
NAMES ORDINANCE FOR REGISTRATION
OF BUSINESS

Full name or names of proprietor or partners	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Corporate or principal and
N.M.MOHAMED ABDULLAH Son of	N.M.MOHAMED HUSSAIN		
A.A.MOHAMED MAIDEEN "	" A.M.ABDULLAH SAHIB		
A.A.HAJI NOOR MOHIDEEN "	" " "		
A.A.HAJA MOHIADEEN "	" " "		



Certified True
Registrar of Businesses

22 JUN 1947

Dated this 5th day of March, 1947.

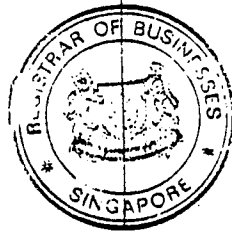
Notes.—If any partner is proprietor or partner of any other business particulars of which also require registration a schedule—

- (1) The name given must be the name by which the partner is commonly known. In the case of a Christian or non-Asiatic Indian or other Asiatic give name of the partner and name of his father and include any personal vilasani.
- (2) Where a business is carried on under two or more business names, each of those business names must be stated.
- (3) The statement must be signed:—
 - (i) in the case of an individual by the individual;
 - (ii) in the case of a corporation, by a director or secretary thereof;
 - (iii) in the case of a firm—
 - (a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner;
 - (b) by some individual who is a partner, or
 - (c) by a director or the secretary of a corporation which is a partner;
 and in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

EXHIBITS

Agreed Bundle Two
Item 1
 Application under
 Business Names
 Ordinance for
 Registration
 of Business
 March 1947

Registered every partner nationality	Nationality and race; and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Other business occupation if any, of each individual or of all partners	Usual residence
	INDIAN	8- 3- 1938	---	Paikara Street, KOOTHANALLUR. S.INDIA
	" MUSLIM	"	---	123-A, Market Street, Singapore.
	" "	8- 1- 1947	---	17, Angappa Naick Str, Madras - India
	" "	"	---	123-A, Market Street, Singapore.



Certified Extract
 (T Caysagen)
 Registrar of Businesses
 Singapore

22 JUN 1947

... must be attached giving the name of each of the businesses of which he is a partner or proprietor.
 ... give all first or Christian names and surname; in the case of a Chinese give son and personal names, in the case of a Malay,

partner, or

EXHIBITS

Agreed Bundle Two
Item 1
Application under
Business Names
Ordinance for
Registration of
Business
March 1947

BRITISH & MALAYAN TRUSTEES LTD

No. of Certificate
16:42
318

1978 E 2

A. A. Mohamed Maideen
7th March 47.

THE BUSINESS NAMES ORDINANCE, 1940
Section 6

To
THE REGISTRAR OF BUSINESS NAMES,
SUPREME COURT,
SINGAPORE.

I/We the undersigned hereby apply for registration pursuant to the provisions of the Business Names Ordinance, 1940, and for that purpose furnish the following statement of particulars:--

1. The business name.
(If such name is Chinese, give name in Chinese and in English characters).
2. Constitution of business.*
3. The general nature of the business.†
4. The principal place of business.‡
5. The date of commencement of the business, if the business was commenced after 30th August, 1940.
6. Branches of the business.‡

A. M. ABDULLAH SAHIB & CO.

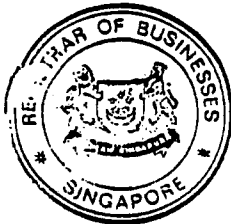
PARTNERSHIP

IMPORTERS, EXPORTERS, COMMISSION AGENTS AND GENERAL MERCHANTS.

125-A, MARKET STREET
SINGAPORE.

ESTABLISHED IN 1908.

22 JUN 1978



Certified Extract
(Signature)
(T Caysagen)
Registrar of Businesses
Singapore

Dated this 5th day of March, 1947.

Signed *(Signature)*

* Here state "Partnership", "Sole-proprietorship", etc.
† Here state the nature of the business carried on, e.g. "money-lending", "Rubber Estate", etc.
‡ Wherever situated, i.e. in Singapore or elsewhere.

EXHIBITS

AGREED BUNDLE TWO - ITEM 2
REGISTRATION OF CHANGES IN BUSINESS

EXHIBITS

Agreed Bundle Two
Item 2
Registration of Changes
in Business
22nd March 1957

THE BUSINESS NAMES ORDINANCE, 1940

Section 9

REGISTRATION OF CHANGES IN BUSINESS

This is the Exhibit marked 'X'

THE REGISTRAR OF BUSINESS NAMES, SUPREME COURT, SINGAPORE.	sworn on the <u>29th</u> day of <u>March</u> 19 <u>57</u> .	No. of Certificate
--	--	--------------------

I/~~we~~ the undersigned furnish the following ~~particulars~~ of a change (and of the date of such change) which ~~has~~ been made or ~~has~~ occurred in the particulars registered in respect of the undermentioned business:—

	Changes (if any)
*Business name registered <u>A. M. Abdullah</u> <u>Sahib & Co.</u> (No. of Certificate <u>318</u>) (If Chinese name give name in characters as registered)	<u>One of the partners</u> <u>A. A. Hoja Mshideen of</u> <u>this firm has retired</u> <u>on 7th March 1957 in</u> <u>Kuala Lumpur</u>
Nature and description of business registered.† <u>Importers, Exporters and Commission</u> <u>agents, General Merchants - Partnership</u>	
Registered address <u>123-A, Market Street, Singapore</u>	

Any other changes.



Certified True Copy.
(M. Mohamed Sultan)
Registrar of Businesses
Singapore.

17 DEC 1979

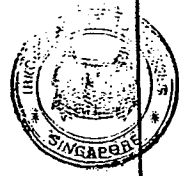
Dated this 29th day of March, 1957
S. Syed Ahamed
S. SYED AHAMED, J.P.
SINGAPORE. Signed x. A. M. Abdullah
A. M. ABDULLAH SAHIB & CO.
Managing Partner

* Give names also in English in block letters or in Chinese characters.
† Here state "Partnership", "Sole proprietorship", etc. and also the kind of business carried on, e.g. "money-lending", "Rubber Estates", etc.

EXHIBITS

Agreed Bundle Two
Item 2
Registration of
Changes in Business
22nd March 1957

Name of partner or partner	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Corporate name and registered office of every corporation which is a partner and the names and nationality of its directors	Nationality and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Date of withdrawal from the business	Other business occupation if any, of each individual or of all partners	Usual residence
<p>Abideen Abideen ABDULLAH SAHIB</p>	<p>Nil</p>	<p>Nil</p>	<p>Indian muslim</p>	<p>8.1.1947</p>	<p>7.3.57 (DIED)</p>			<p>24/26, Old Market Square Kuala Lumpur</p>



Certified True Copy.
(M. Mohamed Sultan)
Registrar of Businesses
Singapore

17 DEC 1979

is carried on under two or more business names, each of those business names must be stated.

Must be signed:—
 use of an individual by the individual;
 use of a corporation, by a director or secretary thereof;
 use of a firm—
 by the individuals who are partners and by a director or the secretary of every corporation which is a partner, or
 by some individual who is a partner, or
 by a director or the secretary of a corporation which is a partner;
 in the last two mentioned cases shall be verified by an affidavit made by the signatory.

Dated this 22nd day of March 1957

A. M. ABDULLAH SAHIB
Signed *A. M. Abdullah Sahib*
Managing Director

THE BUSINESS NAMES ORDINANCE, 1940

Section 9

REGISTRATION OF CHANGES IN BUSINESS

THE REGISTRAR OF BUSINESS NAMES,
SUPREME COURT,
SINGAPORE.

No. of Certificate
BN 318

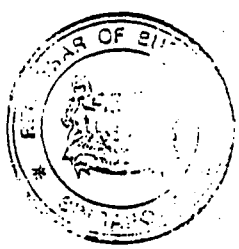
8/10 ✓

I/We the undersigned furnish the following statement of a change (and of the date of such change) which has been made or has occurred in the particulars registered in respect of the undermentioned business:—

Business name registered A. M. ABDULLAH SAHTE & CO.
(No. of Certificate 318)
(If Chinese name give name in characters as registered)
Nature and description of business registered: "PARTNERSHIP"
IMPORTERS, EXPORTERS AND COMMISSION
AGENTS, GENERAL MERCHANTS
Registered address No. 123A, Market Street,
Singapore.

Changes (if any)
This is the EXHIBIT marked A
started to in the affidavit of N.A. [Signature]
[Signature]
sworn on the 17th day of October
19 59 before me. [Signature]
[Signature]
[Signature]
[Signature]

Any other changes.



Certified Extract.
[Signature]
(Lee Kheng Chiang)
Registrar of Businesses
Singapore.

2 AUG 1959

Dated this 18th day of October, 1959.

Signed [Signature]
Power of Attorney

* Give names also in English in block letters or in Chinese characters.
† Here state "Partnership", "Sole proprietorship", etc. and also the kind of business carried on, e.g. "money-lending", "Rubber", etc.

EXHIBITS

**Agreed Bundle Two
Item 3**

**Registration of
Change in Business
18th October 1959**

Full name of person becoming or ceasing to be a proprietor or partner	Here give all Chinese names in Chinese characters	Other business occupation if any of each individual or of all partners	Usual residence	Any other change
<p> AHNA AHNA MOHAMED MAIDEEN s/o A.M. Abdullah Sahib He ceased to be a partner on 22-8-59 by his death on that date. </p>	<p>Nil</p>	<p>Nil</p>	<p>123-A, Market St., Singapore</p>	<p>Nil</p>

86.

- (1) Where a business is carried on under two or more business names—
- (2) The statement must be signed—
- (i) in the case of an individual by the individual;
 - (ii) in the case of a corporation, by a director or secretary if
 - (iii) in the case of a firm—
 - (a) by the individuals who are partners and by a director or secretary if a partner, or
 - (b) by some individual who is a partner, or
 - (c) by a director or the secretary of a corporation with
- and in either of the last two mentioned cases shall be verified

October, 1959

Signed *Haris Aboumah*
Power Attorney

THE BUSINESS NAMES ORDINANCE, 1940

Section 9

REGISTRATION OF CHANGES IN BUSINESS

THE REGISTRAR OF BUSINESS NAMES,
SUPREME COURT,
SINGAPORE.

No. of Certificate
318

I/We the undersigned furnish the following statement of a change (and of the date of such change) which has been made or has occurred in the particulars registered in respect of the undermentioned business:

Business name registered A. M. ABDULLAH SAHIB & Co

Changes (if any)

This is the exhibit marked "MA" referred to in the affidavit of N.A. Mohamed Abdullah sworn on the 9th day of December 1959 before me: R. F. Sultan, Commissioner for C. Supreme Court, Singapore.

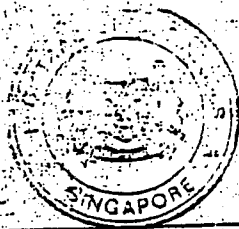
(No. of Certificate: 318)
(If Chinese name give name in characters as registered)

Nature and description of business registered:

IMPORTERS, EXPORTERS AND COMMISSION AGENTS
GENERAL MERCHANTS. (PARTNERSHIP)

Registered address No. 123-A, MARKET STREET
SINGAPORE.

Any other changes:



Certified True Copy.

(R. F. Mohamed Sultan)
Registrar of Businesses
Singapore.

17 DEC 1979

Dated this 9th day of December, 1959

A. M. ABDULLAH SAHIB & CO.

Signed [Signature]
Manager

* Give names also in English in block letters or in Chinese characters.
† Here state "Partnership", "Sole proprietorship", etc. and also the kind of business carried on, e.g. "money-lending", "Rubber Estate", etc.

Full name of person, beginning with Chinese name, in Chinese Here give all	Here state any previous names and any change, opposite each name, in the list of names and the date when the change was made	Nationality and race and if the person is a partner in a firm, the name of the firm and the nature of the business	Date of entry into the business	Date of withdrawal from the business	Other business occupation of individual or firm, if any, and address of all premises
WITHOEWANG ANNA NOOR MOHIDEEN A.M. ABDULAH SAHIB SHAINING SOLE PROPRIETOR	NIL NIL NIL	INDIAN MUSLIM	8/1/1947 18/11/1955 (Died)	NIL NIL	120, Moor St. S. Madras S. India III
ENA MOON MOHAMED ABDULAH M. MOHAMED HUSSAIN	NIL NIL NIL	INDIAN MUSLIM	8/3/1938	NIL NIL	Patka, St. Koothanallur S. India III



12 DEC 1959

(1) Where a business is carried on under two or more business names, each of those business names must be stated.
 (2) The Director must be signed—
 (a) in the case of an individual by the individual,
 (b) in the case of a corporation by a director or secretary thereof,
 (c) by the individual who are partners and by a director or the secretary of every corporation which is a partner of
 (d) by some individual who is a partner of a corporation which is a partner,
 (e) by a director or the secretary of a corporation which is a partner.
 (3) In the case of the last two mentioned cases there shall be certified by an affidavit made by the Registrar.

Dated this 9th day of December 1959.

Signed
 M. MOHAMED HUSSAIN

AGREED BUNDLE TWO - ITEM 5
REGISTRATION OF CHANGES IN BUSINESS

Agreed Bundle Two
Item 5
Registration of
Changes in Business
24th December 1962

THE BUSINESS NAMES ORDINANCE, 1940

Section 9

REGISTRATION OF CHANGES IN BUSINESS

To
THE REGISTRAR OF BUSINESS NAMES,
SUPREME COURT,
SINGAPORE.

29/12

No. of Certificate
318

I/We the undersigned furnish the following statement of a change (and of the date of such change) which has been made or has occurred in the particulars registered in respect of the undermentioned business:—

	Changes (if any)
*Business name registered A.M.ABDULLAH SAHIB & COMPANY (No. of Certificate 318) (If Chinese name give name in characters as registered)	NIL.
Nature and description of business registered.† Sole-Proprietorship Importers, Exporters and Commission Agents, General Merchants	Partnership
Registered address 123-A, Market Street, Singapore, 1	NIL.
Any other changes.	NIL.

Any other changes.



Certified Extract.
f. Registrar of Business Names
Singapore.

Signature of M. Abdullah
Abdullah s/o. M. Muhammad Hussain
24th day of December
1962

Dated this 24th day of December, 1962.

17 DEC 1970

A. Gopal Krishna
Commissioner for Oaths
Singapore

Signed Abdullah

* Give names also in English in block letters or in Chinese characters.
† Here state "Partnership", "Sole proprietorship", etc. and also the kind of business carried on, e.g. "money-lending", "Rubber Estate", etc.

Agreed Bundle Two
Item 5
Registration of
Changes in Business
24th December 1962

Full name of person becoming or ceasing to be a proprietor or partner	Here give all Chinese names in Chinese characters	Here state any previous names and any aliases, opposite each name in the first column	Corporate name of every corporation and the names of partner and of its directors	Nationality and race and if that nationality is not the nationality of origin, the nationality of origin	Date of entry into the business	Date of withdrawal from the business	Other business occupation if any, of each individual or of all partners	Usual residence	Any other change
HAGVANA MOONA MOHAMED ABDULLAH s/o Mohamed Hussain S 47 06287	Nil.	Nil.	Nil	Indian Muslim	8.3.38	Nil.	Nil.	Paiikara Street, Koothanallur, S. J.	
AHNA MOONA SULTAN MOHUDDIN s/o Mohamed Mohiuddin S 00909	Nil.	Sultan Mohiedean s/o alaseri Mohamad Maidleen	Nil	Indian Muslim	1.4.62	Nil.	Shareholder A.M.M. Abdul Hamid & Co., Ltd.	123-A Market Street Singapore, S.	
HAGVANA AHNA MOHAMED ABDULLAH s/o Abdul Rehiman S 46 61829	Nil.	Nil.	Nil	Indian Muslim	1.4.62	Nil.	Nil.	123-A Market Street Singapore, S.	
HAGVANA MOONA AHNA HAMEDSHEREN S/o Mohamed Abdullah S/M 7940194	Nil.	Nil.	Nil	Indian Muslim	1.4.62	Nil.	Partner A.A. Abdul Wahab & Co.,	123-A, Market Street Singapore, S.	
AHNA HAGVANA MOHADUM MOHIDSEN s/o Noor Mohi- uddin S/T (P) 018489	Nil.	Magdom Mohiedean alser Noor Mohiedean	Nil	Indian Muslim	1.4.62	Nil.	Nil.	165, High Street, Anala Lumpur.	
HAGVANA MOONA MOHAMED ABBEEN s/o Mohamed Abdullah S/T/M 7833723	Nil.	Nil.	Nil	Indian Muslim	1.4.62	Nil.	Partner of A.A. Abdul Wahab & Co.,	113, Chulia Street Penang.	



 Certified True Copy
 M. Mohamed Sultan
 Registrar of Business
 Singapore

17 DEC 1962

Notes:
 (1) Where a business is carried on under two or more business names, each of those business names must be stated.
 (2) This statement must be signed:
 (i) in the case of an individual by the individual;
 (ii) in the case of a corporation, by a director or secretary thereof;
 (iii) in the case of a firm—
 (a) by the individuals who are partners and by a director or the secretary of every corporation which is a partner;
 (b) by some individual who is a partner, or
 (c) by a director or the secretary of a corporation which is a partner;
 and, in either of the last two mentioned cases shall be verified by an affidavit made by the signatory.

Dated this 24th day of December, 1962

Signed *[Signature]*

1. Business Name (English or Romanised) in Block Letters
M A B D U L L A H S A H I S & C O

2. Principal Place of business (Address)
103 MARKET STREET Singapore

3. Constitution of business (Circle number against the appropriate description below)
Sole proprietor Partnership General Nature of business (e.g. Jeweller)
(a) Main Activity Importers of dried sharkfins, fishmaaws.
(b) Secondary Activity Exporters of manufactured items (umbrellas)
(c) Other Activities Commission agents.

4. No. of Branches of the business in Singapore
NIL.

5. Date of commencement of business
1908.

FOR OFFICIAL USE ONLY
Certified Extract.
Wah (T. Caysagen)
22 JUN 1978

7. Addresses of Branches (any)

Address of Branch No. 1
Main Activity of Branch
Singapore

Address of Branch No. 2
Main Activity of Branch
Singapore

Address of Branch No. 3
Main Activity of Branch
Singapore

Address of Branch No. 4
Main Activity of Branch
Singapore

Address of Branch No. 5
Main Activity of Branch
Singapore

Address of Branch No. 6
Main Activity of Branch
Singapore

PARTICULARS OF PARTNERS/SOLE PROPRIETOR				(See Notes Overleaf)		
Type of Identity Document	Identity Document Number	Race and Nationality	FOR OFFICIAL USE ONLY	Name and Residential Address	Date of entry into business	Other business occupation, if any
6	6800022	Indian Tamil	3 Race 4 Nationality 1 Sex	Name: N M MOHAMED ABDULLAH Address: Paikkara Street, KOTHANALUR S. INDIA	8-3-38	NIL
1	08285032	Singaporean Tamil Indian	3 Race 1 Nationality 1 Sex	Name: N A MOHAMED ABDULLAH Address: 123-A, Market Street, Singapore - 1.	1-4-62	NIL
1	21582312	Indian Tamil	3 Race 2 Nationality 1 Sex	Name: A M SULTAN MOHIUDDIN Address: 123-A, Market Street, Singapore - 1.	1-4-62	NIL
2	7940194	Malaysian Tamil	3 Race 2 Nationality 1 Sex	Name: MOHAMED AMEEN Address: 113, Chulia Street, Penang.	1-4-62	NIL
2	7833723	Indian Tamil	3 Race 2 Nationality 1 Sex	Name: MOHAMED YASEEN Address: 123-A, Market Street, Singapore - 1.	1-4-62	NIL

PARTICULARS OF THE PERSONS RESPONSIBLE IN THE MANAGEMENT OF THE BUSINESS						
2	7833723	Indian Tamil	3 2 1	MOHAMED YASEEN 123-A Market St (C1)	1/4/62	NIL

APPLICATION TO REGISTER A BUSINESS
The Business Registration Act 1973 Section 6(1)

Application to Register
a Business under the
Business Registration Act 1973

(IMPORTANT: Please see Notes overleaf at 19)

Date of Reg. DAY MTH YR: 12/10/77
 ORDER CODE:
 Reg. No. 00031800X

1. Business Name (English or Romanised) in Block Letters

2. Principal Place of business (Address)
Singapore

3. Constitution of business (Circle number against the appropriate description below)
 1 Sole proprietor 2 Partnership

4. General Nature of business (e.g. Jeweller)
 (a) Main Activity
 (b) Secondary Activity
 (c) Other Activities

5. No. of Branches of the business in Singapore

6. Date of commencement of business
MTH YR

FOR OFFICIAL USE ONLY

16A
16B

7. Addresses of Branches (if any)

Address of Branch No. 1
Singapore
Main Activity of Branch

Address of Branch No. 2
Singapore
Main Activity of Branch

Address of Branch No. 3
Singapore
Main Activity of Branch

Address of Branch No. 4
Singapore
Main Activity of Branch

Address of Branch No. 5
Singapore
Main Activity of Branch

Address of Branch No. 6
Singapore
Main Activity of Branch



Certified Extract
Wah
(T Caysayen)
Registrar of Businesses
Singapore
22 JUN 1978

PARTICULARS OF PARTNERS/SOLE PROPRIETOR

(See Notes Overleaf)

Serial No.	Type of Identity Document	Identity Document Number	Race and Nationality	FOR OFFICIAL USE ONLY	Name and Residential Address Where a sole proprietor or partner is a corporation registered under the Companies Act, state the corporate name and the registered office address	Date of entry into business	Other business occupation
8	9	10	11	12	13	14	15
	2	8060726	Indian Tamil	<input checked="" type="checkbox"/> Race <input checked="" type="checkbox"/> Nationality <input checked="" type="checkbox"/> Sex	Name: MAGDOOM MOHIDEEN Alias: Address: 165, High Street, Kuala Lumpur	1-4-62	NIL
				<input type="checkbox"/> Race <input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Name: Alias: Address:		
				<input type="checkbox"/> Race <input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Name: Alias: Address:		
				<input type="checkbox"/> Race <input type="checkbox"/> Nationality <input type="checkbox"/> Sex	Name: Alias: Address:		

(Follow Items Above)

PARTICULARS OF THE PERSONS RESPONSIBLE IN THE MANAGEMENT OF THE BUSINESS

MOKHAMMED YASRAN

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE COURT OF APPEAL IN SINGAPORE

B E T W E E N :

1. SYED HUSSAIN BIN ABDUL RAHMAN
BIN SHAIKH ALKAFF ALSO KNOWN AS
SYED HUSSAIN BIN ABDUL RAHMAN
ALKAFF
2. SYED ALWEE BIN MOHAMED BIN AHMAD
ALKAFF ALSO KNOWN AS ALWEE ALKAFF
3. BRITISH & MALAYAN TRUSTEES LIMITED
(SUED AS TRUSTEES OF THE 1898
ALKAFF SETTLEMENT)

Appellants
(Defendants)

- and -

A. M. ABDULLAH SAHIB & CO.
(Suing as a firm)

Respondents
(Plaintiffs)

RECORD OF PROCEEDINGS

COWARD CHANCE,
Royex House,
Aldermanbury Square,
London, EC2V 7LD

Solicitors for the
Appellants

MESSRS. LE BRASSEUR & BURY,
71 Lincoln's Inn Fields,
London, WC2A 3JF

Solicitors for the
Respondents