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18 November 2019

KINGSWAY CAPITAL LIMITED

7/F, Tower One, Lippo Centre
89 Queensway
Hong Kong

Attention: Ms. Jennifer Wu / Mr. David Chan

Dear Sirs

**SINGAPORE HC SUIT NO. 434 OF 2018 (THE "SUIT")
FAN BAOSHU v KENLIN CONSTRUCTION PTE. LTD. & Anor**

PROCEEDINGS AGAINST (I) JOE GREEN PTE LTD; (II) JOE GREEN MARKETING PTE LTD

1. As requested, we set out below a summary of the proceedings against Joe Green Pte Ltd and Joe Green Marketing Pte Ltd (collectively, "**Joe Green**") below.

I. BACKGROUND FACTS

- The Suit concerns an industrial accident claim by a construction worker, one Fan Baoshu (the "Plaintiff"), against (i) Kenlin Construction Pte. Ltd. (the "1st Defendant"), the Plaintiff's employer and a general contractor involved in building construction works; and (ii) Hetat Construction Pte. Ltd. (the "2nd Defendant"), the general contractor and occupier of the relevant worksite at Lot MK07-01640P at 19 Tuas Avenue 20 (the "Worksite").
- The Plaintiff alleges that on 11 January 2017, he and two other co-workers were installing a concrete panel supplied by Joe Green (the "Panel") when the concrete panel broke and fell on top of the Plaintiff. The Plaintiff then commenced the present proceedings against the 1st and 2nd Defendants on 26 April 2018 for, amongst others, breach of statutory duties under Singapore Workplace Safety and Health Act 2006 and breach of duty of care.
- The Plaintiff claims to have become injured and/or disabled as a result of the incident and his claims against the 1st and 2nd Defendants include present and future medical expenses, pre-trial loss of earnings and loss of earning capacity/earnings.
- The 1st and 2nd Defendants subsequently commenced action against Joe Green on 22 January 2019 for contribution and/or indemnity against the Plaintiff's claims against them and/or damages to be assessed on the grounds that Joe Green was negligent in (i) failing to exercise reasonable care in the manufacturing of the Panel; (ii) failing to carry out proper and/or adequate tests and checks to ensure

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that the Panel was safe for installation and use before delivering them to the Worksite; (iii) delivering the Panel in a manner that caused it to be unsafe for installation and use; and (iv) providing the unsafe Panel to the 1st and 2nd Defendants.

6. We have been engaged by Joe Green as its solicitors in the Suit since it was commenced against Joe Green and continue to act for Joe Green to date.

II. THE 1ST AND 2ND DEFENDANTS' CLAIM AGAINST JOE GREEN

7. We are instructed by Joe Green that they have not been informed of the relevant accident until early this year when they first received a letter from the solicitors of the 1st and 2nd Defendants. As such, Joe Green did not have the opportunity of conducting its own investigation into the accident (which occurred more than 2 years ago in January 2017) or to conduct forensic tests on the Panel.
8. The liability of Joe Green in the Suit is contingent on the Plaintiff succeeding in his claim against the 1st and 2nd Defendants. If the Plaintiff succeeds in his claim against the 1st and 2nd Defendants, the 1st and 2nd Defendants will be liable to pay damages to the Plaintiff; and the 1st and 2nd Defendants will then attempt to recover a portion of the sum paid to the Plaintiff through their claim against Joe Green. There would be no need for the 1st and 2nd Defendants to seek an indemnity/contribution from Joe Green should they succeed in their defence against the Plaintiff.
9. The parties have completed discovery vis-à-vis the 1st and 2nd Defendants' claim against Joe Green. The 1st and 2nd Defendants have provided a series of email correspondences between 2017 to 2018. These correspondences only show that the 1st Defendant had reported the breakage of the concrete panels supplied by Joe Green to several parties and sought to replace these broken concrete panels.
10. There does not appear to be any evidence (such as expert reports or analyses of the Panel) produced to the Court which is directly relevant to showing that the Panel was defective or otherwise not safe for installation. As such, the parties have engaged their respective expert witness to opine on (i) whether there were inherent defects in the Panel; (ii) whether the installation procedure adopted by the 1st and 2nd Defendant contributed to the subsequent breakage of the Panel; and (iii) whether improper storage conditions of the Panel by the 1st and 2nd Defendants could have caused the Panel to be damaged.

III. THE MERITS OF THE 1ST AND 2ND DEFENDANT'S CLAIM AGAINST JOE GREEN

11. Notwithstanding the above, we are of the preliminary view that there is a reasonably good chance of Joe Green succeeding in its defence against the 1st and 2nd Defendants' claims for the following reasons (which reasons are set out in Joe Green's defence filed in the Suit):
 - a. The 1st and 2nd Defendants have not shown any concrete basis or proof for their allegation that Joe Green was negligent in (i) failing to exercise reasonable care in the manufacturing of the Panel; (ii) failing to carry out proper and/or adequate tests and checks to ensure that the Panel was safe for installation and use before delivering them to the Worksite; (iii) delivering the Panel in a manner that caused it to be unsafe for installation and use; and (iv) providing the unsafe Panel to the 1st and 2nd Defendants. At this stage, the allegations made against Joe Green are merely speculative and unsubstantiated.
 - b. The concrete pre-cast panels supplied by Joe Green were of satisfactory quality and/or reasonably fit for installation and/or safe for installation based on: (i) accreditations received for and tests conducted on such panels before the accident; (ii) the panels being transported to the Worksite with reasonable care (e.g. by being securely fastened during transportation carried out by experienced drivers); and (iii) delivery of the panels being accepted by the 1st and 2nd Defendants without any complaint of damage or defects after mutual inspection by all parties upon the panels being transported to the Worksite.

- c. The Plaintiff's injuries were caused by the Plaintiff himself and/or by the 1st and 2nd Defendant's failure to comply with safe work procedures for the installation of the Panel. In particular: (i) the 1st and 2nd Defendants have failed to ensure that the Plaintiff was adequately trained for the installation of the Panel; (ii) the Plaintiff put himself in a dangerous position by standing directly under the Panel during installation; (iii) the 1st and 2nd Defendants failed to comply with Joe Green's guide for panel installation which mandated that a forklift should be used to lift and secure pre-cast panels into place during installation on high kerbs and upper tiers; and (iv) that the accident was caused by the improper handling of the Panel by the 1st and 2nd Defendants. Our expert witness' testimony will support our defence that the accident was caused by the mishandling or misinstallation of the Panel by the 1st and 2nd Defendants and/or the Plaintiff.

12. We hope the above assists. Thank you.

Yours faithfully



Mirandah Law LLP