

## IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE

### PRACTICE DIRECTIONS AMENDMENT NO. 2 OF 2012

It is hereby notified for general information that the following amendments will be made to the Subordinate Courts Practice Directions and take effect from 28 May 2012:

- (a) the existing paragraph 18 will be deleted and replaced with the following new paragraph 18:

*18 – Summonses for Directions;*

- (b) the existing paragraph 25 will be deleted and replaced with the following new Part IIIA (Alternative Dispute Resolution) consisting of the new paragraphs 25 to 25G:

*Part IIIA – Alternative Dispute Resolution;*

- (c) the existing Part IIIA (Discovery and Inspection of Electronically Stored Documents) will be renumbered as Part IIIB;
- (d) the existing paragraphs 151, 151, 151A, 151B, 151C and 151D will be deleted;
- (e) the existing Forms 6A, 7, 8, 9C and 9H in Appendix B will be deleted and replaced with the following new Forms 6A, 7, 8, 9C, 9H, 9I, 9J and 9K:

Forms *6A, 7, 8, 9C, 9H, 9I, 9J, 9K*; and

- (f) the existing Appendix C will be deleted and replaced with the following new Appendix C:

*Appendix C.*

2. The above amendments seek to introduce a “presumption of Alternative Dispute Resolution (ADR)” for all civil disputes. All civil matters other than non-injury motor accident cases and personal injury claims will be referred for ADR unless the parties opt out of ADR at the hearing of the Summons For Directions (SFD) or at a Pre-Trial Conference (PTC). Such PTCs will be convened by the Court approximately 6 months after the writ has been filed in a case where the parties have not filed the SFD. Parties will be entitled to opt out of ADR based on reasons stipulated in the ADR Form (Form 6A of Appendix B). Where the Judge is of the view that ADR is suitable, and any or all of the parties have opted out of ADR for an unsatisfactory reason, this conduct could be taken into account in the

Court's subsequent costs orders in accordance with Order 59 Rule 5(1)(c) of the Rules of Court.

3. The new Part IIIA on "Alternative Dispute Resolution" (consisting of the new paragraphs 25 to 25G) explains the different ADR processes available to the parties and sets standards for solicitors and their parties to comply with when using the courts' ADR services. Existing paragraphs within the Practice Directions concerning non-injury motor accident cases, personal injury claims, medical negligence cases and assessment of damages will be updated and re-located in the paragraphs within this new Part. Existing Forms relating to ADR will also be updated, and new forms introduced, to guide the parties in filing their opening statements and to facilitate the recording of settlement terms.
4. In consequence of the introduction of the new Part IIIA —
  - (a) the existing paragraphs 151, 151A, 151B, 151C and 151D will be deleted; and
  - (b) the existing Part IIIA (Discovery and Inspection of Electronically Stored Documents) will be renumbered as Part IIIB.

Dated this 14<sup>th</sup> day of May 2012.



JENNIFER MARIE  
REGISTRAR  
SUBORDINATE COURTS

**18. Summonses for Directions**

- (1) Order 25, Rule 1(1)(b), of the Rules of Court provides that directions may be given at the Summons For Direction (SFD) hearing for the just, expeditious and economical disposal of the case. At the SFD hearing, solicitors should be ready to consider Alternative Dispute Resolution (ADR) options, including mediation and arbitration, for the most effective resolution of the case. *The Court will refer cases for ADR during the SFD hearing, and/or make any other directions for the purpose of case management.*
- (2) The Deputy Registrar may recommend the appropriate mode of dispute resolution at the SFD hearing. To facilitate a considered decision on the ADR options, the ADR Form (Form 6A of Appendix B) must be read and completed by the solicitors for all parties and their clients when taking out or responding to an SFD application. A party who is not represented shall also complete the relevant sections of the ADR Form.
- (3) When filing the SFD, the plaintiff must file the ADR Form through the Electronic Filing Service (EFS) under the document name “Incoming Correspondence – ADR Form (Plaintiff)”. The defendant must file the ADR Form not less than 3 working days before the hearing date for the SFD. This form shall be filed under the document name “Incoming Correspondence – ADR Form (Defendant)” through the EFS. No court fees will be charged for the filing of the ADR Form.
- (4) This requirement does not apply to —
  - (a) motor accident claims;
  - (b) personal injury claims other than claims in medical negligence; or
  - (c) any case which has gone through Court Dispute Resolution before the SFD is filed.

- (5) The solicitors for *all the parties* shall be present at the SFD hearing.

**Presumption of ADR**

- (6) All cases shall be *automatically referred by the Court for the most appropriate mode of ADR during the SFD hearing, unless any or all of the parties opt out of ADR*. A party who wishes to opt out of ADR should indicate his/her decision in the ADR Form. *Where the Judge is of the view that ADR is suitable, and the party/parties have opted out of ADR for unsatisfactory reasons, this conduct may be taken into account by the Court when making subsequent costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court, which states:*

*“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”*

- (7) The Deputy Registrar hearing the SFD may make recommendations to the parties for the matter to proceed for —
- (a) Mediation in the Primary Dispute Resolution Centre (PDRC) of the Subordinate Courts;
  - (b) Neutral Evaluation in the PDRC;
  - (c) Arbitration under the Law Society's Arbitration Scheme; or
  - (d) Mediation by private mediation service providers.

**PART IIIA**  
**ALTERNATIVE DISPUTE RESOLUTION**

**25. Overview of Alternative Dispute Resolution (ADR) for civil cases**

- (1) ADR should be considered at the earliest possible stage. Court-sponsored ADR services give the parties the opportunity to resolve their disputes faster and more cheaply compared to litigation. These services are collectively termed “Court Dispute Resolution” (CDR) and are provided by the Court for free. CDR sessions are convened under Order 34A of the Rules of Court, which empowers the Court to convene pre-trial conferences for the purpose of the “just, expeditious and economical disposal of the cause or matter”.
- (2) This Part of the Practice Directions focuses on ADR for *civil* disputes only.

**Processes used for Court Dispute Resolution sessions**

- (3) CDR is provided by the Primary Dispute Resolution Centre in the Subordinate Courts (PDRC). There are 2 processes used:
  - (a) Mediation; and
  - (b) Neutral Evaluation.Solicitors may refer to the Subordinate Courts’ website at <http://www.subcourts.gov.sg> under “Civil Justice Division – Court Dispute Resolution”, for more information on these processes.
- (4) CDR sessions are conducted on a “without prejudice” basis. All communications at CDR sessions are confidential and shall not be disclosed in any court document or at any court hearing. To reinforce this duty of non-disclosure, PDRC marks all CDR minute sheets as “without prejudice” pursuant to Order 34A, Rule 7 of the Rules of Court, except those containing the terms of settlement or directions for trial.
- (5) If the parties are unable to resolve their dispute at the CDR session, the Judge will give the necessary directions for the action to proceed to trial.

The action will be tried by another Judge other than the Judge conducting the CDR session.

**Presumption of ADR for non-injury motor accident (NIMA) claims and personal injury claims**

- (6) *All non-injury motor accident claims and personal injury claims filed in court will be fixed for CDR unless any party opts out of CDR.*
- (7) The Court will send a notice to the solicitors fixing the date of the first CDR session approximately 8 weeks after the memorandum of appearance is filed. Where any or all of the parties wishes to opt out of CDR, he/she should write to PDRC *not less than 2 working days prior to the date of the CDR session*, providing reasons for opting out.
- (8) The Judge will use *the process of Neutral Evaluation and indicate the likely apportionment of liability of the parties at trial*. The parties may then negotiate using the indication as a basis. The procedure and protocols set out in paragraphs 25B and 25C apply for these claims.

**Presumption of ADR for all other cases**

- (9) In all other cases, the Court will fix a Pre-Trial Conference (PTC) approximately 6 months after the filing of the writ if a summons for directions has not been filed and the Defence has been filed. These cases shall be *automatically referred by the Court for the most appropriate mode of ADR during the PTC, unless the parties opt out of ADR*. The available ADR options are Mediation, Neutral Evaluation and Arbitration under the Law Society's Arbitration Scheme. The procedure for this referral is set out in paragraph 25A.

**Request for CDR**

- (10) A Request for CDR (Form 7 of Appendix B) *need not be filed for NIMA and personal injury claims* as the parties would automatically be notified to attend CDR. Form 7 need not be filed for all other cases as the Court

will refer the cases for CDR during PTCs or at a summons for directions hearing. Form 7 may be filed *when the parties wish to attempt CDR at an earlier stage*. The form is to be faxed to 65572187.

### **Request for adjournment of CDR session**

- (11) A dedicated time slot is set aside for each CDR session. In order to minimise wastage of time and resources, any request for adjournment of a CDR session shall be made early. A request to adjourn a CDR session —
- (a) for NIMA and personal injury claims shall be made *not less than 2 working days* before the date of CDR; and
  - (b) for other cases shall be made *not less than 7 working days* before the date of CDR.
- (12) A request for an adjournment of a CDR session shall be made *only* in Form 8 of Appendix B and faxed to 65572187. The applicant shall obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties

### **Sanctions for failure to make early request for adjournment, lateness or absence**

- (13) Where any party is absent without valid reason for the CDR session, the Court may exercise its powers under Order 34A, Rule 6 of the Rules of Court to “dismiss such action or proceedings or strike out the defence or counterclaim or enter judgment or make such order as it thinks fit”.
- (14) Where any party is late for the CDR session, this conduct may be taken into account by the Court when making subsequent costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court, which states:

*“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at*

*resolving the cause or matter by mediation or any other means of dispute resolution.”*



**25A. Presumption of ADR: Pre-Trial Conference and Summons for Directions hearing to consider ADR options**

- (1) This paragraph applies to all civil claims except motor accident and personal injury claims that —
  - (a) are filed on or after 28 May 2012; or
  - (b) have been filed before 28 May 2012, but in respect of which a summons for directions application is heard on or after 28 May 2012.
- (2) To encourage the use of Alternative Dispute Resolution (ADR) at an early stage, the Court will convene a Pre-Trial Conference (PTC) approximately 6 months after the writ is filed for every case where —
  - (a) the Defence has been filed; and
  - (b) no Summons for Directions (SFD) has been taken out for the case, except that the parties will not be asked to attend a PTC in the event that they have earlier filed an SFD application.
- (3) Parties may file an SFD application prior to the PTC, and paragraph 18 of these Practice Directions applies accordingly.
- (4) The Solicitors for *all the parties* shall be present at the PTC.
- (5) The Judge hearing the PTC may recommend the appropriate mode of dispute resolution. To facilitate a considered decision on the ADR options, *the ADR Form (Form 6A of Appendix B) must be read and completed by the solicitors for all parties and their clients*. A party who is not represented shall also complete the relevant sections of the ADR Form.
- (6) The parties shall file the ADR Form through the Electronic Filing Service (EFS) not less than 3 working days before the PTC under the document name “Incoming Correspondence – ADR Form (Plaintiff)” or “Incoming Correspondence – ADR Form (Defendant)”. No court fees will be charged for the filing of the ADR Form.
- (7) Cases are classified under one of the 2 tracks set out in the ADR Form: the Recommended ADR Track or the General Track. Cases falling under the Recommended ADR track are generally lower value claims which benefit most from a faster and quicker resolution through ADR.

- (8) All cases *shall be automatically referred by the Court for the most appropriate mode of ADR during the PTC unless any or all of the parties opt out of ADR*. Any party who wishes to opt out should indicate his/her decision in the ADR Form. For cases falling under the Recommended ADR track, a party may opt out only for the stipulated or other good reasons.
- (9) *Where the Judge is of the view that ADR is suitable, and the party/parties have opted out of ADR for unsatisfactory reasons, this conduct may be taken into account by the Court when making subsequent costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court, which states:*
- “The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”*
- (10) The following ADR options are available for the parties:
- (a) Mediation in the Primary Dispute Resolution Centre (PDRC) of the Subordinate Courts;
  - (b) Neutral Evaluation in the PDRC;
  - (c) Arbitration under the Law Society's Arbitration Scheme; or
  - (d) Mediation by private mediation service providers.

**25B. Non-injury Motor Accident (NIMA) Claims**

**(1) Compliance with FIDReC (Financial Industry Disputes Resolution Centre) pre-action protocol for low value NIMA claims**

- (a) For NIMA claims where the quantum of damages claimed, before apportionment of liability and excluding survey fees, interests, costs and disbursements, is below \$3,000 (“NIMA claims below \$3,000”), claimants are to comply with the FIDReC pre-action protocol at Annex A of Appendix F before commencing court proceedings. The claims will be managed by FIDReC in accordance with FIDReC's Terms of Reference providing for mediation and adjudication of disputes. All parties are required to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties from following the protocol as far as they are able.
- (b) Where the claimant has commenced an action in Court, the Court will consider compliance with the protocol in exercising its discretion as to costs. In particular, the Court will consider the following situations as non-compliance with the protocol by the claimant:
  - (i) commencement of Court proceedings before adjudication of the claim by FIDReC;
  - (ii) a finding by the Court that the quantum of damages before apportionment of liability is less than \$3,000 and the pleaded claim is for an amount exceeding \$3,000; and
  - (iii) the claimant has failed to obtain a judgment that is more favourable than the award of the FIDReC Adjudicator.
- (c) If non-compliance with the protocol has led to incurring unnecessary costs, the Court may make the following orders:
  - (i) an order disallowing a party at fault his costs, or some part of his costs, even if he succeeds;

- (ii) an order that the party at fault pay the other party or parties their costs of the proceedings, or part of those costs; and
  - (iii) an order that the party at fault pay those costs on an indemnity basis.
- (d) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:
  - (i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and
  - (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.
- (e) The Court will not impose sanctions on the claimant where there are good reasons for non-compliance.
- (f) Where the claimant has commenced Court proceedings before adjudication of the claim by FIDReC, the Court may stay the action under Order 34A of the Rules of Court to require the claimant to comply with the protocol.

(2) **Compliance with NIMA pre-action protocol**

- (a) For NIMA claims of \$3,000 and above, claimants are to comply with the NIMA pre-action protocol at Annex B of Appendix F before commencing court proceedings.
- (b) For NIMA claims below \$3,000, claimants are also to comply with the NIMA pre-action protocol before commencing court proceedings unless paragraphs 3 and 8 of the FIDReC pre-action protocol providing for discovery of documents and negotiation have already been complied with.

- (c) All parties are required to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties in the claim from following the protocol so far as they are able.
- (d) The Court will consider compliance with the protocol in exercising its discretion as to costs. If non-compliance with the protocol has led to incurring unnecessary costs, the Court may make the following orders:
  - (i) an order disallowing a party at fault his costs, or some part of his costs, even if he succeeds;
  - (ii) an order that the defaulting party pay the other party or parties their costs of the proceedings, or part of those costs; and
  - (iii) an order that the party at fault pay those costs on an indemnity basis.
- (e) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:
  - (i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and
  - (iii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.

(3) **General Case Management for all NIMA claims filed in Court**

- (a) The Court will convene the first CDR session for all NIMA cases under Order 34A of the Rules of Court approximately 8 weeks

after the filing of the memorandum of appearance. Parties may expect, generally, 3 sessions of CDR. If the matter is not settled at the third session, the Court may make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the action, including directions for trial.

- (b) Where the parties are of the view that a CDR session would not be fruitful, they shall write to the Primary Dispute Resolution Centre (PDRC), *not less than 2 working days prior to the date of the CDR*, providing reasons to opt out of CDR. Any request for adjournment shall be made through Form 8 and also submitted *not less than 2 working days* prior to the date of the CDR.
- (c) The Judge will provide an indication on liability during the CDR session. The solicitors for all parties should complete a “Liability Indication Form” (see Form 9A) and submit it to the Judge at the first CDR Session.
- (d) If the parties settle the issue of liability or quantum or both, they shall submit Form 9I to the Court to record the settlement terms or to enter a consent judgment.

#### **Directions made after entering consent interlocutory judgment**

- (e) Where the solicitors record a consent interlocutory judgment before the Court, they shall submit the “Form for Application for Directions under Order 37” (i.e. Form 9C). The Court shall give the necessary directions under Order 37 of the Rules of Court.

#### **Forms**

- (f) Soft copies of the “Liability Indication Form” (Form 9A), “Form for Application for Directions under Order 37” (Form 9C) and “Recording Settlement/Entering Judgment by Consent (Form 9I)

may be downloaded at <http://www.subcourts.gov.sg> under Civil Justice Division, Court Dispute Resolution.

**Guidelines on CDR in Appendix C**

- (g) Solicitors shall comply with the relevant CDR guidelines in Appendix C of these directions when preparing for and attending CDR sessions for NIMA claims.

**25C. Personal Injury Claims**

**(1) Compliance with Personal Injury Claims Pre-Action Protocol**

(a) In this paragraph —

“personal injury claims” refers to all actions for personal injuries including motor vehicle accidents (“PIMA”) and industrial workplace accidents, but *excluding actions where the pleadings contain an allegation of a negligent act or omission in the course of a medical or dental treatment;*

“personal injury claims” refers to claims for personal injury with or without an additional claim for property damage arising from the same accident.

(b) Claimants in personal injury claims are to comply with the Pre-Action Protocol for Personal Injury Claims at Appendix FB before commencing court proceedings. All parties are required to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties in the claim from following the protocol so far as they are able.

(c) In exercising its discretion as to costs, the Court will consider compliance with the protocol. If non-compliance has led to unnecessary costs, the Court may make the following orders:

- (i) an order disallowing a defaulting party his costs, or some part of his costs, even if he succeeds;
- (ii) an order that the defaulting party pay the other party or parties their costs of the proceedings, or part of those costs; and
- (iii) an order that the defaulting party pay those costs on an indemnity basis.



- (d) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:
  - (i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and
  - (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.

(2) **General Case Management for all Personal Injury Claims filed in Court**

**Court Dispute Resolution sessions for all personal injury claims**

- (a) For *all personal injury claims*, the Court will convene the first CDR session under Order 34A of the Rules of Court approximately 8 weeks after the filing of the memorandum of appearance.
- (b) Where the parties are of the view that a CDR session would not be fruitful, they shall write to the Primary Dispute Resolution Centre, *not less than 2 working days prior to the date of the CDR session*, providing reasons to opt out of CDR. Any request for adjournment shall be made through Form 8 and also submitted *not less than 2 working days* prior to the date of the CDR.
- (c) During a CDR session, the Court may vary the automatic directions provided under Order 25, Rule 8 of the Rules of Court to facilitate settlement of the dispute, pursuant to its powers under O 34A, Rule 1(1) of the Rules of Court.

**Court Indications on Liability and Quantum**

- (d) In CDR sessions for personal injury claims, *except PIMA claims*, the Judge will provide indications on *both liability and quantum* of the claim.

The solicitors for all the parties shall submit a “Quantum Indication Form” (see Form 9B) to the Judge at the first CDR session.

- (e) *For all PIMA claims*, the Judge will provide an indication on liability. The solicitors for all parties shall submit a “Liability Indication Form” (see Form 9A) to the Judge at the first CDR session. The solicitors may also seek an indication on quantum, in addition to an indication on liability. If so, they should obtain each other’s consent before the CDR session, and submit the Quantum Indication Form (i.e. Form 9B) to the Judge at the first CDR session.

**Recording of terms of settlement or judgment**

- (f) If the parties settle the issue of liability or quantum or both, they shall submit Form 9I to the Court to record settlement terms or to enter a consent judgment.

**Directions made after entering interlocutory judgment by consent or after trial on liability**

- (g) Where solicitors record a consent interlocutory judgment before the Court, they shall submit the “Form for Application for Directions under Order 37” (i.e. Form 9C). The Court shall give the necessary directions under Order 37 of the Rules of Court. Alternatively, pursuant to paragraph 25E(3) of these directions, where solicitors wish to request for a fast track ADCDR session after recording an interlocutory judgment, they shall file Form 9G in place of Form 9C.
- (h) The trial judge shall give the necessary directions for assessment of damages by the Registrar under Order 37 of the Rules of Court after giving interlocutory judgment on liability. Solicitors shall submit the “Form for Application for Directions under Order 37” (i.e. Form 9C) and submit it to the trial judge after interlocutory judgment on liability is given.

- (i) Where the CDR Judge has not given an indication on quantum earlier, the trial judge shall give an indication on quantum after delivery or recording of interlocutory judgment. Solicitors shall submit the Quantum Indication Form (i.e. Form 9B) to the trial judge.

**Forms**

- (j) Soft copies of the “Liability Indication Form” (Form 9A), “Quantum Indication Form” (Form 9B) and “Form for Application for Directions under Order 37” (Form 9C), “Fast Track ADCDR Application Form” (Form 9G) and “Recording Settlement/Entering Judgment by Consent” (Form 9I) may be downloaded at <http://www.subcourts.gov.sg> under Civil Justice Division, Court Dispute Resolution.

**Guidelines on CDR in Appendix C**

- (k) Solicitors shall comply with the relevant CDR guidelines in Appendix C of these directions when preparing for and attending CDR sessions for personal injury claims.

## **25D. Medical Negligence Claims**

### **(1) Compliance with pre-action protocol**

- (a) Claimants in medical negligence claims are to comply with the pre-action protocol at Appendix FA before commencing court proceedings. All parties are required to comply in substance and spirit with the terms of the protocol. A breach by one party will not exempt the other parties in the claim from following the protocol so far as they are able.
- (b) In exercising its discretion as to costs, the Court will consider compliance with the protocol. If non-compliance with the protocol has led to unnecessary costs, the Court may make the following orders:
  - (i) an order disallowing a defaulting party his costs, or some part of his costs, even if he succeeds;
  - (ii) an order that the defaulting party pay the other party or parties their costs of the proceedings, or part of those costs; and
  - (iii) an order that the defaulting party pay those costs on an indemnity basis.
- (c) The Court will consider compliance with the protocol in exercising its discretion when deciding the amount of interest payable and may make the following orders:
  - (i) an order awarding a successful party who has complied with the protocol interest from an earlier period; and
  - (ii) an order depriving a successful party who has not complied with the protocol interest in respect of such period as may be specified.

**(2) Case management**

Approximately 4 weeks after the filing of a writ for a medical negligence claim, the Court will convene a pre-trial conference at the Primary Dispute Resolution Centre to discuss and facilitate settlement of the claim.

**25E. Assessment of Damages**

**(1) Assessment of Damages Court Dispute Resolution (ADCDR) Conference and Pre-Assessment of Damages Conference (PADC)**

- (a) For all personal injury cases excluding medical negligence cases, the Court will convene the first conference under Order 34A of the Rules of Court generally within 4 weeks after the filing of the notice of appointment for assessment of damages. The Court will conduct an Assessment of Damages Court Dispute Resolution (ADCDR) session where it will give an indication on the quantum of damages.
- (b) Parties may expect, generally, 3 sessions for ADCDR purposes. If there is no settlement, the Court may direct the matter for assessment of damages hearing or make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the matter. An adjournment of an ADCDR session shall be granted only for good reasons, for example, the solicitor is engaged in a trial or other hearing in the High Court or the Subordinate Courts, is away on in camp training, overseas, or on medical leave.
- (c) The solicitors for all parties shall submit the “Quantum Indication Form” (see Form 9B under Appendix B of the Practice Directions) to the Court together with any supporting medical report(s) of the Plaintiff at the first ADCDR session and the Court will give an indication on quantum of damages.
- (d) For all other types of cases, including Non-Injury Motor Accident (NIMA) cases, the Court will convene a Pre-Assessment of Damages Conference (PADC) under Order 34A of the Rules of Court generally within 4 weeks after the filing of the notice of appointment for assessment of damages. At the PADC, the Court may direct the matter for assessment of damages hearing or make such orders or give such directions as it thinks fit for the just, expeditious and economical disposal of the matter.

- (f) A failure to attend a conference or comply with any Court directions may result in the Court dismissing the action or striking out the defence or counterclaim or entering judgment or making such order as it thinks fit. Any judgment, order or direction made against an absent party may be set aside or varied by the Court pursuant to Order 34A rules 1(4) and 6(2) of the Rules of Court.

(2) **Directions to be given for Assessment of Damages Hearing**

- (a) When an assessment of damages hearing date is given at a conference, the parties will be directed to do the following:
  - (i) to file and serve the Bundle(s) of Documents (whether agreed or otherwise) within 4 weeks from the date of the ADCDR/PADC;
  - (ii) the Plaintiff shall, within 3 weeks prior to the date of the assessment of damages hearing, serve on the Defendant a draft Joint Opening Statement (referred to in paragraph 2(b) below) with the Plaintiff's portions duly completed;
  - (iii) the Defendant shall, within 2 weeks prior to the date of the assessment of damages hearing, serve on the Plaintiff the draft Joint Opening Statement with the Defendant's portions duly completed; and
  - (iv) the Plaintiff shall, within 1 week prior to the date of the assessment of damages hearing, file and serve the duly completed Joint Opening Statement.
- (b) The form for the Joint Opening Statement shall be —
  - (i) Form 9D for Personal Injury claims (including dependency claims);
  - (ii) Form 9E for NIMA cases; and

- (iii) Form 9F for all other matters.
- (c) The directions and forms shall be modified accordingly if there are more than 2 parties in the proceedings.

(3) **Fast Track ADCDR sessions**

- (a) The Court generally will only convene an ADCDR session after the Plaintiff has filed the notice of appointment for assessment of damages. Parties can however make an application for a fast track ADCDR session to be convened after interlocutory judgment has been entered and before affidavits of evidence-in-chief are exchanged if the following requirements are satisfied:
  - (i) all medical reports of the Plaintiff required for a considered indication on quantum of damages are available to all the parties;
  - (ii) the Plaintiff has already attended medical re-examination by the Defendant's or Third Party's medical expert, or the Defendant or Third Party confirms that no medical re-examination of the Plaintiff is required;
  - (iii) no indication on quantum for loss of future earnings and/or loss of earning capacity is required; and
  - (iv) all parties consent to such an application being made.
- (a) An application for the fast track ADCDR session shall be made in Form 9G.
- (b) When the Plaintiff or his solicitor sends Form 9G to the Defendant or his solicitor and any other parties in the proceedings for his/their consent, and the Plaintiff does not receive any reply from any party within 14 days, the Defendant and/or the other parties shall be deemed to have consented for the matter to be referred to a fast track ADCDR session.



(4) **Request for adjournment of ADCDR/PADC by consent**

- (a) Any request for adjournment of the 1<sup>st</sup> or 2<sup>nd</sup> ADCDR shall be made *not less than 2 working days before the date of ADCDR*. A request for an adjournment of an ADCDR session shall be made *only* in Form 9H of Appendix B. The applicant shall obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties.
- (b) The request for an adjournment by way of Form 9H shall not apply to requests to adjourn the fast track ADCDR sessions.

## **25F. Mediation**

### **Opening statements**

- (1) Each party must submit to the Primary Dispute Resolution Centre (PDRC), and serve on all other parties, a written opening statement *not less than 2 working days before the date of the first mediation session*.
- (2) The opening statement shall be in the format prescribed in Form 9J of Appendix B. A soft copy of this form may be downloaded at <http://www.subcourts.gov.sg> under “Civil Justice Division, Court Dispute Resolution”.
- (3) The opening statement shall be concise and not exceed 10 pages.

### **Attendance at mediation**

- (4) All parties shall attend the mediation in person.
- (5) The solicitor who has primary conduct over the case shall be present throughout the mediation.
- (6) In the case of corporations and other entities, the representative who has the authority to settle shall attend the mediation. In the event that only a board or body has authority to settle on behalf of the entity, the entity shall send the person who is the most knowledgeable about the case and who is able to recommend a settlement to the representative’s board or body.

### **Mediators**

- (7) Mediation will be conducted by either a Judge or an Associate Mediator in PDRC. Associate Mediators are volunteer mediators who have been accredited by both the Subordinate Courts and the Singapore Mediation Centre. The parties will be notified by letter if their case is to be mediated by an Associate Mediator.

### **Procedure at Mediation**

- (8) Information on the mediation process is set out at the Subordinate Courts’ website at <http://www.subcourts.gov.sg> under “Civil Justice Division –

Court Dispute Resolution”. Unlike a trial, the primary aim of mediation is not to determine who is at fault in the dispute. The mediator’s role is to assist the parties in negotiating and agreeing on a possible settlement to their dispute. The parties will attend the mediation with their solicitors, and have the opportunity to communicate with each other as well as the mediator.

- (9) The procedure for mediation is more informal than a trial. The mediator will exercise his or her discretion in structuring the mediation, with a view to guiding the parties in arriving at a joint solution.

## **25G. Neutral Evaluation**

- (1) A brief form of Neutral Evaluation is used as a matter of practice in all motor accident and personal injury claims. The procedure for such CDR sessions is set out above in paragraphs 25B and 25C, and Appendix C.
- (2) The procedure in this paragraph applies only to civil cases other than motor accident cases or personal injury cases where parties have requested for Neutral Evaluation.

### **Procedure in Neutral Evaluation**

- (3) Information on the Neutral Evaluation process is set out at the Subordinate Courts' website at <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution". Neutral Evaluation involves the parties and their solicitors making presentations of their claims and defences, including the available evidence, followed by the PDRC Judge giving an assessment of the merits of the case. This process is also useful for helping parties to arrive at areas of agreement and to discuss methods of case management to save costs and time. The details of the structure and ambit of this process may be agreed between the parties at the preliminary conference referred to in sub-paragraph (4).

### **Preliminary conference with solicitors**

- (4) When parties request for Neutral Evaluation, the Court will convene a preliminary conference with the solicitors alone to discuss and agree on several options regarding the process before the date for Neutral Evaluation is fixed:
  - (a) whether the Neutral Evaluation is to be binding or non-binding;
  - (b) whether the witnesses are to attend and be assessed by the court;If this option is chosen, the Judge may use the "witness conferencing" approach to adduce expert evidence. Witness Conferencing involves the concurrent hearing of all expert witnesses in the presence of one another. Each party's expert

- witness would be afforded the opportunity to question, clarify or probe any contending views proffered by the other expert; and
- (c) whether affidavits of evidence-in-chief of witnesses are to be filed and used for the neutral evaluation, without witnesses' attendance.

### **Opening Statements**

- (5) Each party must submit to PDRC, and serve on all other parties, a written opening statement *not less than 2 working days before the date of the Neutral Evaluation*.
- (6) The opening statement shall be in the format prescribed in Form 9K of Appendix B. A soft copy of this form may be downloaded at <http://www.subcourts.gov.sg> under "Civil Justice Division, Court Dispute Resolution".
- (7) The opening statement shall be concise and not exceed 10 pages.

### **Attendance at Neutral Evaluation**

- (8) All parties shall attend the Neutral Evaluation session in person unless the Court dispenses with their attendance.
- (9) The solicitor who has primary conduct over the case shall be present throughout the Neutral Evaluation session.
- (10) In the case of corporations and other entities, the representative who has authority to settle shall attend the Neutral Evaluation session. In the event that only a board or body has authority to settle on behalf of the entity, the entity should send the person who is the most knowledgeable about the case and who is able to recommend a settlement to the representative's board or body.

**Form 6A**

**ALTERNATIVE DISPUTE RESOLUTION (ADR) FORM**

*The Subordinate Courts regard Alternative Dispute Resolution (ADR) as the **first stop of the litigation process**. ADR is crucial in the cost-effective and amicable resolution of disputes. Early identification of cases is essential to help the parties save costs and improve settlement prospects. To assist in this regard, this form should be completed by you and your client before your Summons for Directions hearing. Information concerning ADR is provided on the second page of this form. **Cases will automatically be referred to ADR unless the parties opt out through this form.***

*This section is to be completed by solicitors*

<b>Case details</b>	MC/DC* ____ / ____ (year)	SUM ____ / ____ (year)
<b>Recommended ADR Track Cases</b>	<input type="checkbox"/> The value of the claim is \$20,000 or less <input type="checkbox"/> The value of the claim falls between \$20,001 and \$60,000 <b>and</b> involves more than 3 days of trial	
<b>General Track Cases</b>	<input type="checkbox"/> The value of the claim falls between \$20,001 and \$60,000 <b>and</b> involves 3 or less days of trial. <input type="checkbox"/> The value of the claim is more than \$60,000	
<b>Number of witnesses</b>	Plaintiff	Defendant
<b>Nature of claim</b>	Tort	Defamation / Medical Negligence*
	Contract	Construction / Renovation / Supply of Goods & Services*
	Others (Specify)	

Signature of solicitor

Name of solicitor for Plaintiff/Defendant\*:

Law Firm:

Date:

*\*delete where inapplicable*

*This section is to be read by your client*

### **What are my ADR options?**

The Primary Dispute Resolution Centre (PDRC) of the Subordinate Courts provides ADR services such as **mediation** and **neutral evaluation**. Mediation services are also provided by the Singapore Mediation Centre. The Law Society of Singapore provides **arbitration** as an ADR service.

**Mediation** is a process in which a mediator (i.e. a neutral third party) helps you and the other party negotiate for a settlement of your dispute. The mediator does not focus on who is at fault for the dispute. Instead, he will help you and the other side discuss and reach a solution that will meet both of your concerns.

**Neutral Evaluation** (NE) involves an early assessment of the merits of the case by a judge in the PDRC, Subordinate Courts. Parties' lawyers will present the case to the judge, who will review the evidence and provide an evaluation based on the merits of the case. The evaluation can be binding or non-binding, depending on what the parties want.

More information on mediation and neutral evaluation may be found at <http://www.subcourts.gov.sg> under "Quick links – Court Dispute Resolution".

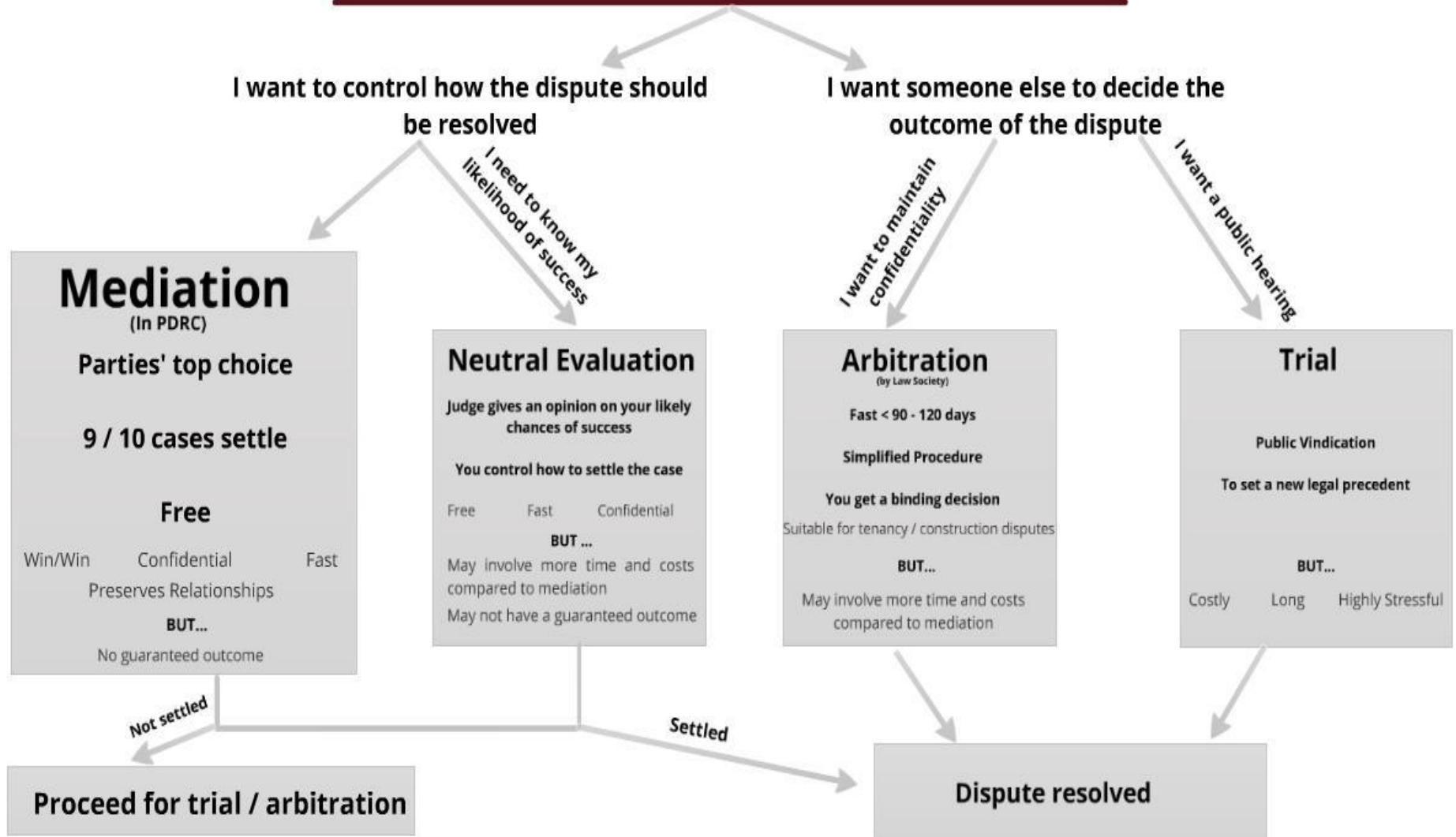
In **arbitration**, there will be a determination of who is at fault. However, the decision is made by a private individual, the arbitrator, instead of a judge. The Law Society Arbitration Scheme (LSAS) is provided by the Law Society of Singapore for parties to resolve their dispute through arbitration in a speedy and cost-effective way. More information concerning fees and details of the scheme can be found at <http://www.lawsociety.org.sg/lzas>.

### **Which ADR option should I choose?**

You should choose the ADR option that best addresses your needs. Most litigants are concerned about issues such as legal costs, duration of the litigation process, confidentiality and whether they have control over the outcome of the case. Some other concerns may include the desire to preserve the relationship with the other party, discomfort over the formal proceedings and a need to be vindicated. Generally, mediation is an ADR option that addresses most of these concerns.

However, you may consider other ADR options if you have unique considerations. To help you decide the best ADR option for you, we have provided a diagram on page (iii) highlighting the features of each option. Your solicitor will also be able to advise you on the pros and cons of each ADR option.

# Which option should I use to resolve the dispute?





*This section is to be completed by your client*

**FOR GENERAL TRACK CASES ONLY**

1. This is to certify that my solicitor has explained to me the available alternative dispute resolution (ADR) services, and I am aware of the benefits of settling my case by alternative dispute resolution.

2. My decision concerning ADR is as follows:

*(Tick the relevant boxes)*

I wish to opt out from ADR.

I would like to be referred for the following ADR service(s):-

- Mediation at PDRC, Subordinate Courts
- Neutral Evaluation at PDRC, Subordinate Courts
- Mediation at Singapore Mediation Centre
- Arbitration under LSAS

*(Note: you may tick more than one type of ADR service.)*

---

Signature of Plaintiff/Defendant\*

Name:

Date:

*\* Delete where inapplicable.*

*This section is to be completed by your client*

**FOR RECOMMENDED ADR TRACK CASES ONLY**

1. This is to certify that my solicitor has explained to me the available alternative dispute resolution (ADR) services, and I am aware of the benefits of settling my case by alternative dispute resolution.
2. I have been advised and understand that an unreasonable refusal on my part to resolve this matter via mediation or other means of dispute resolution may expose me to adverse costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court.

**Order 59 Rule 5(1)(c)**

*“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”*

3. My decision concerning ADR is as follows:-

*(Tick the relevant boxes)*

- I wish to opt out from ADR for the following reasons:-
  - I have already attempted ADR i.e. \_\_\_\_\_
  - The dispute involves a question of law / To establish legal precedence.
  - Other good reasons i.e. \_\_\_\_\_  
*(Note: Your view that the other party has a weak case is not considered a good reason)*
  
- I would like to be referred for the following ADR service(s):-
  - Mediation at PDRC, Subordinate Courts
  - Neutral Evaluation at PDRC, Subordinate Courts
  - Mediation at Singapore Mediation Centre
  - Arbitration under LSAS*(Note: you may tick more than one type of ADR service.)*

\_\_\_\_\_  
Signature of Plaintiff/Defendant\*

Name:

Date:

*\* Delete where inapplicable*

**Form 7**

Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".  
 Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".

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PI

<b>(REQUEST FOR CDR)</b>	
Please fax this Form to 65572187. Incomplete forms will be rejected.	
Case Number DC/MC _____ of _____ CDR Date _____ at Chambers _____	
Date of Application: _____ The applying solicitor acts for the Pf / Df / _____	
<b>(A) Type of case</b>	Tort <ul style="list-style-type: none"> <li><input type="checkbox"/> Road Accident – involving personal injury or death / property damage</li> <li><input type="checkbox"/> Industrial Accident</li> <li><input type="checkbox"/> Others (please specify) _____</li> </ul>
	Contract <ul style="list-style-type: none"> <li><input type="checkbox"/> Construction</li> <li><input type="checkbox"/> Renovation</li> <li><input type="checkbox"/> Supply of Goods &amp; Services</li> <li><input type="checkbox"/> Others (please specify) _____</li> </ul>
<b>(B) Quantum</b>	\$ _____
<b>(C) Eligibility for CDR</b>	<input type="checkbox"/> All relevant parties have been joined in this action. <input type="checkbox"/> Consent for CDR has been obtained from all relevant parties (not applicable to road accident or personal injury cases).
<b>(D) Mode of CDR</b>	<input type="checkbox"/> We wish to attend CDR for:- <ul style="list-style-type: none"> <li><input type="checkbox"/> Mediation</li> <li><input type="checkbox"/> Neutral Evaluation / To obtain an indication on liability or quantum</li> </ul>
<b>(E) Unsuitable dates</b>	
<b>(F) Court's Direction</b> <i>(this part is only for PDRC's use)</i>	<input type="checkbox"/> Application for CDR is rejected because:-  <input type="checkbox"/> The CDR is scheduled for _____ at _____ (am / pm) at Chambers _____.  Take notice that you are required to take all necessary steps in compliance with Part IIIA of the Subordinate Courts Practice Directions. Your attention, in particular, is drawn to Paragraph 25 (11) of the Subordinate Courts Practice Directions.
<b>(G) Parties' Information</b> <i>(if additional parties involved, please state the information in an additional sheet)</i>	P/C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____
	D/C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____

## Form 8

*Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".  
Please fax this Form to 65572187. Incomplete forms will be rejected.*

<b>(BY-CONSENT ADJOURNMENT / VACATION OF CDR)</b>	
Case Number DC/MC _____ of _____ CDR Date _____ at Chambers _____	
Date of Application: _____ The applying solicitor acts for the Pf / Df / _____	
<b>(A) Nature of application</b>	I wish to apply for:- <input type="checkbox"/> Adjournment of the CDR by consent for _____ weeks. <input type="checkbox"/> Vacation of the CDR by consent for the following reason(s):- _____ _____
<b>(B) For adjournment applications</b>	<input type="checkbox"/> I confirm that all parties are agreeable to the adjournment, and that this is the _____ CDR ( <i>state number of previous CDRs</i> ).
	<input type="checkbox"/> I confirm that the CDR Judge in charge has not directed that there be no further adjournments on this matter.
	<input type="checkbox"/> I confirm that this application is not necessitated by a failure of any party to obtain instructions.
<b>(C) Reasons for applying for adjournment:</b>	<input type="checkbox"/> Parties need more time for negotiations. State- (a) P/D made offer of \$ _____ / _____ % on _____; (b) P/D made counter offer of \$ _____ / _____ % on _____.
	<input type="checkbox"/> Pending applications /documents/police action/checking on relating suit (MC/DC _____).
	<input type="checkbox"/> The Defendant has commenced / intends to commence Third Party Proceedings.
	<input type="checkbox"/> Solicitor is involved in High Court Suit / Subordinate Courts DC / MC Suit _____ on the date of the CDR.
	<input type="checkbox"/> Lawyer is away on In-Camp Training / Overseas / on Medical Leave (please delete as necessary) till _____
	<input type="checkbox"/> Party / Witness unable to attend because (please elaborate):-
	<input type="checkbox"/> Other reasons (please elaborate):
<b>(D) Unsuitable dates</b>	
<b>(E) Judicial Officer's Directions</b>	<input type="checkbox"/> CDR is vacated. <input type="checkbox"/> Application for adjournment approved. <b>For Mention/CDR on _____ / _____ / 20_____</b> <input type="checkbox"/> This is the final adjournment. <input type="checkbox"/> Application is rejected. Counsel to appear before judge on appointed date and time of the CDR.
<b>(F) Parties' Information</b>  <i>(if additional parties involved, please state the information in an additional sheet)</i>	P/C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____
	D/C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____

## Form 9C

Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution"

### APPLICATION FOR DIRECTIONS UNDER O37

#### FOR PERSONAL INJURY / NON-INJURY MOTOR ACCIDENT CLAIMS

*Note: Additional prayers (if any) may be listed in a separate sheet of paper to be attached to this form.*

Case number: DC / MC _____ of _____ Nature of Claim: PIMA / IA / _____ Date (dd/mm/yy) : ___/___/___	<b>In Chambers before me:-</b>  <b>Deputy Registrar</b>				
<b>Directions Sought For By The Plaintiff:-</b> (To be completed by the Plaintiff's Counsel)	<b>Defendant Counsel's proposal (to be completed by Defendant Counsel)</b>		<b>Court Orders:- OIT as per</b>		
	Consent (√)	Proposed Alternative timelines	PC's proposal	DC's proposal	Dates below
<input type="checkbox"/> List of documents and affidavit verifying list of documents to be filed and served within 2 weeks _____ week i.e. by ___/___/____.		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> By consent, parties agree to dispense with affidavit verifying list of documents.					
<input type="checkbox"/> Inspection to be done within 3 weeks / _____ weeks i.e. by ___/___/____.		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> Plaintiff's witnesses limited to _____ witness(es) of fact and _____ expert witnesses.					
<input type="checkbox"/> Defendant's witnesses limited to _____ witness(es) of fact and _____ expert witnesses.					
<input type="checkbox"/> _____ witnesses limited to _____ witness(es) of fact and _____ expert witnesses.					
<input type="checkbox"/> Parties to exchange AEICs of all witnesses within 8 weeks / _____ weeks i.e. by ___/___/____. (Note: AEICs should be <u>filed and served</u> for cases involving litigants-in-person)		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> By consent, AEICs of medical experts shall be dispensed with. The evidence of the medical experts shall be given in the form of their respective medical reports to be exchanged within 8 weeks / _____ weeks i.e. by ___/___/____.		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> Parties to file and serve Notice of Objections to AEICs within 9 weeks / _____ weeks i.e. by ___/___/____		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> Plaintiff to file and serve Notice of Appointment for Assessment of Damages for _____ days of hearing within 10 weeks / _____ weeks i.e. by ___/___/____.		___ weeks i.e. by ___/___/____			
<input type="checkbox"/> Costs reserved to the Registrar.					
<input type="checkbox"/> Order of Court with the names of the witnesses to be extracted within 3 weeks from the date of the Order i.e. by ___/___/____.					

## Form 9H

*Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".  
This form shall be filed by way of EFS no later than 2 working days before the actual ADCDR date. Only applicable for 1<sup>st</sup> and 2<sup>nd</sup> adjournment by consent of parties.*

<b>(BY-CONSENT ADJOURNMENT ADCDR)</b>	
Case Number DCMC _____ of _____ ADCDR Date _____ at Chambers _____	
Date of Application: _____ The applying solicitor acts for the Pf / Df / _____	
<b>(A) Nature of application</b>	I wish to apply for an adjournment of the ADCDR by consent for _____ week(s).
<b>(B) For adjournment applications</b>	<input type="checkbox"/> I confirm that all parties are agreeable to the adjournment, and that this is the ___ADCDR ( <i>state number of previous ADCDRs</i> ).
	<input type="checkbox"/> I confirm that the ADCDR Judge in charge has not directed that there be no further adjournments on this matter.
	<input type="checkbox"/> I confirm that this application is not necessitated by a failure of any party to obtain instructions.
<b>(C) Reasons for applying for adjournment:</b>	<input type="checkbox"/> Parties need more time for negotiations. State-  (a) P/D made offer on _____;  (b) P/D made counter offer on _____.
	<input type="checkbox"/> Pending applications / supporting documents / medical re-examination or re-inspection (date of medical re-examination or re-inspection on _____).
	<input type="checkbox"/> The Defendant has applied / intends to apply to set aside the interlocutory judgment (Hearing date has been fixed on _____).
	<input type="checkbox"/> Solicitor is involved in High Court Suit / Subordinate Courts DC / MC Suit _____ on / from _____.
	<input type="checkbox"/> Lawyer is away on In-Camp Training / Overseas / on Medical Leave (please delete as necessary) till _____
	<input type="checkbox"/> Party / Witness unable to attend because (please elaborate):-
	<input type="checkbox"/> Other reasons (please elaborate):
<b>(D) Unsuited dates</b>	
<b>(E) Judicial Officer's Directions</b>	<input type="checkbox"/> Application for adjournment approved. <b>For Mention/ADCDR on _____ / _____ / 20_____</b>
	<input type="checkbox"/> This is the final adjournment.
	<input type="checkbox"/> Application is rejected. Counsel to appear before judge on appointed date and time of the ADCDR.
	<input type="checkbox"/> Other directions _____
<b>(F) Parties' Information</b> <i>(if additional parties involved, please state the information in an additional sheet)</i>	P.C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____
	D.C Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____

## Form 9I

Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".

<b>RECORDING SETTLEMENT / ENTERING JUDGMENT BY CONSENT</b>					
Case Number DC/MC _____ of _____ CDR Date _____ at Chamber _____ Date of Application: _____ The applying solicitor acts for the Pf / Df / _____					
<b>(A) Terms of Settlement/Judgment:</b>	<input type="checkbox"/> Terms of settlement: ___ to pay ___ a sum of _____ for damages and _____ for costs and _____ for reasonable disbursements. Payment is to be made by 4 weeks hereof i.e. by _____, in default, the party entitled to payment pursuant to the settlement is at liberty to extract the order of Court for enforcement.  <input type="checkbox"/> P / D to file the NOD within 7 days after final payment has been received.  <input type="checkbox"/> Tentative Settlement recorded. Parties are to write in within 4 weeks i.e. by _____ if they are unable to reach final settlement, otherwise the tentative settlement recorded is deemed final.  <input type="checkbox"/> By consent, interlocutory judgment is entered at _____ a. Third party to contribute _____% of the damages payable by the D to P. b. Damages to be assessed and costs reserved to the registrar.  <input type="checkbox"/> By consent, final judgment is entered as follows:- a. _____ _____ _____ b. Usual consequential orders.  <input type="checkbox"/> Costs / reasonable disbursements to be agreed or taxed.  <input type="checkbox"/> Parties are seeking the Court's indication on costs:- PC submits \$ _____ for costs on the following grounds:- _____ DC submits \$ _____ for costs on the following grounds:- _____				
<b>(B) Judicial Officer's Directions</b>	<input type="checkbox"/> Settlement is recorded / Judgment is entered as per terms stated in (A). <input type="checkbox"/> Costs indicated at _____. <input type="checkbox"/> Other directions _____				
<b>(C) Parties' Information</b> <i>(if additional parties involved, please state the information in an additional sheet)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center; vertical-align: top;">P/C</td> <td style="padding: 2px;">                             Name / Law Firm: _____                              Ref No: _____                              DID: _____ Fax No: _____                         </td> </tr> <tr> <td style="width: 5%; text-align: center; vertical-align: top;">D/C</td> <td style="padding: 2px;">                             Name / Law Firm: _____                              Ref No: _____                              DID: _____ Fax No: _____                         </td> </tr> </table>	P/C	Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____	D/C	Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____
P/C	Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____				
D/C	Name / Law Firm: _____ Ref No: _____ DID: _____ Fax No: _____				

**Form 9J**

Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

**OPENING STATEMENT FOR PLAINTIFF/DEFENDANT (MEDIATION)**

**1. Parties attending the mediation session**

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

*Where party is a corporate entity,*

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

**2. Brief summary of facts**

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

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

[Summarise your legal claim or Defence.]



**4. Evidence supporting claim**

**A. Essential documents**

The following *essential* documents are currently being relied on to support our claim/defence (without prejudice to modification after discovery):

a. [Provide very brief details on how document supports your case. Append a copy of document to opening statement.]

b.

...

**B. Essential witnesses**

We currently intend to rely on the following *essential* witnesses if the case goes to court (without prejudice to modification after extracting order of court containing court's directions for exchange of affidavits of evidence-in-chief):

a. [Provide very brief outline of what you believe each essential witness will say.]

b.

...

**5. Negotiation history**

The parties have not engaged in any negotiations to settle the dispute OR

The parties have been engaging in discussions to attempt to settle the dispute privately. The parties have made the following offers on a "without prejudice" basis:

a. [Provide details on the offer, and why it was not accepted]

b.

**6. Other relevant information for settlement**

[Provide any other information that may be beneficial in reaching a settlement.]

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

---

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

**SAMPLE OPENING STATEMENT FOR MEDIATION**

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

**OPENING STATEMENT FOR PLAINTIFF (MEDIATION)**

**1. Parties attending the mediation session on 7 May 2012**

- a. The Plaintiff, Ms Sharon Lee
- b. Ms Chloe See, a key witness

**2. Brief summary of facts**

The Plaintiff enrolled for a business course in the Defendant school on 10 December 2011. The course brochure stated that the course would be taught by a highly qualified lecturer from a renowned business school and would include lectures by prominent guest speakers from the business field. After attending 6 weeks of the course since 3 January 2012, the Plaintiff found the lecturer unimpressive and did not have the requisite qualifications. In addition, she saw in the course schedule that there were to be no guest lecturers. Her request for a refund from the Defendant on 14 February was declined. The Plaintiff commenced this present suit seeking a refund of her course fees of \$8,000. The Defendant lodged a counterclaim in defamation for the Plaintiff's postings on her blog referring to the Defendant as a "scam operation".

**3. Claim and Defence to Counterclaim**

The Plaintiff's claim lies in misrepresentation. She was induced by statements in the course brochure and statements made by the Defendant's Principal on 10 December to enrol for the course. Both statements concerning the credentials of the lecturer and the inclusion of guest lecturers in the course were untrue. The Plaintiff seeks rescission of the contract and refund of the entire course fees. In the alternative, the Plaintiff claims that there were breaches of contract entitling her to damages.

With regard to the Defendant's counterclaim, the Plaintiff has pleaded the defence of justification. The Plaintiff has sufficient evidence to show that there have been many instances of the Defendant's dishonest dealings with other students.

**4. Evidence supporting claim**

**A. Essential documents**

The following *essential* documents are currently being relied on to support our claim (without prejudice to modification after discovery):

a. Course brochure

This brochure was given to the Plaintiff by the Defendant's Principal. It contained the alleged statements inducing the Plaintiff to enrol for the course. A copy of the brochure is appended to this statement as "Annex A".

**B. Essential witnesses**

We currently intend to rely on the following *essential* witnesses if the case goes to court (without prejudice to modification after extracting order of court containing court's directions for exchange of affidavits of evidence-in-chief):

b. Ms Chloe See

Ms See was with the Plaintiff when she enrolled for the course at the Defendant school. She heard the statements made by the principal concerning the promises made in the course brochure.

c. Ms Denise Bo

Ms Bo enrolled for a similar course with the Defendant school and was similarly disappointed by the Defendant's misrepresentation.

**5. Negotiation history**

The parties have been engaging in discussions to attempt to settle the dispute privately. The parties have made the following offers on a "without prejudice" basis:

a. The Defendant suggested on 2 April 2012 that the parties settle on a "drop hands" basis. The Plaintiff declined as she thinks that the Counterclaim has no merit.

b. The Plaintiff made a counter-proposal on 4 April 2012 that the Defendant give a \$5,000 refund. This was declined by the Defendant without any reasons.

**6. Other relevant information for settlement**

Nil.

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

\_\_\_\_\_  
[SIGNED]  
**SOLICITORS FOR THE PLAINTIFF**

**Form 9K**

Form may be downloaded from: <http://www.subcourts.gov.sg> under "Civil Justice Division – Court Dispute Resolution".

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

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

**1. Parties attending the Neutral Evaluation**

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

*Where party is a corporate entity,*

- b. [Name and position of authorised representative of Plaintiff/Defendant]

**2. Brief summary of facts**

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

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

[Summarise your legal claim or Defence.]

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

**A. Legal issues in dispute**

b. [Summarise legal issue and refer to relevant legal authorities supporting your submission.]

b.

c.

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

d. [Summarise dispute of fact.

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

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

b.

c.

**5. Negotiation history**

The parties have not engaged in any negotiations to settle the dispute OR

The parties have been engaging in discussions to attempt to settle the dispute privately. The parties have made the following offers on a “without prejudice” basis:

a. [Provide details on the offer, and why it was not accepted]

b.

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

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

**SAMPLE OPENING STATEMENT FOR NEUTRAL EVALUATION**

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[CASE NUMBER]**

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

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

*Where party is a corporate entity,*

c. Mr See Chin Chong, director of Plaintiff company Z Renovation Pte Ltd

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

d. Mr Ho Xin Xin, designer of Plaintiff company Z Renovation Pte Ltd

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

**2. Brief summary of facts**

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

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

**3. Claim/Defence to Counterclaim**

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

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

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

**A. Legal issues in dispute**

Nil.

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

a. Whether there were defects

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



b. If there were defects, cost of rectification

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

**5. Negotiation history**

The parties have been engaging in discussions to attempt to settle the dispute privately. The parties have made the following offers on a "without prejudice" basis:

- a. The Defendant proposed on 27 April 2012 that the parties settle on a "drop hands" basis. The Plaintiff declined as all the works were duly completed and a sum should be rightfully paid to the Plaintiff.

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

[SIGNED]

\_\_\_\_\_

**SOLICITORS FOR THE PLAINTIFF**

## APPENDIX C

### GUIDELINES FOR COURT DISPUTE RESOLUTION FOR NON-INJURY MOTOR ACCIDENT CLAIMS AND PERSONAL INJURY CLAIMS

#### 1. Introduction

- 1.1 The Primary Dispute Resolution Centre (PDRC) at the Subordinate Courts provides Court Dispute Resolution (CDR) services for all civil matters. Two main processes – mediation and neutral evaluation – are used.
- 1.2 According to paragraphs 25B and 25C of the Subordinate Courts' Practice Directions, all non-injury motor accident claims and personal injury claims are to proceed for CDR approximately 8 weeks after the Memorandum of Appearance has been filed.
- 1.3 Neutral evaluation will be used in the CDR sessions for these cases. This appendix sets out the guidelines to be followed by solicitors.

#### 2. Date of CDR

- 2.1 As stated in paragraph 25B(3) and 25C(2) of the Practice Directions, solicitors in these cases will receive a notice from the Court setting fixing the first CDR session. A request for CDR in Form 7 need not be submitted.
- 2.2 Where the parties are of the view that a CDR session will not be fruitful, they should write to the Primary Dispute Resolution Centre (at fax number: 65572187), *not less than 2 working days prior to the date of the CDR session*, providing reasons to opt out of CDR.
- 2.3 A request for an adjournment of a CDR session shall be made in Form 8 of Appendix B.
  - 2.3.1 The form is to be faxed *not less than 2 working days before the date of the CDR conference* to No: 65572187.
  - 2.3.2 An adjournment of a CDR session will be granted only for good reason e.g. the solicitor is engaged in a trial or other hearing in the High Court or the Subordinate Courts, is away on in camp training, overseas, or on medical leave; or the party or his witness, if asked to attend, is out of the country or otherwise unavailable for good reason.

2.3.3 A CDR session from which one or all parties are absent without good reason will be counted as one CDR session.

## 2.4 Direct Adjournment Applications

2.4.1 Solicitors need not attend before the Judge managing the case to seek by-consent adjournments if they satisfy the following conditions:

- (a) There are 3 or less CDRs prior to the application;
- (b) The Judge has not directed that there be no further adjournments or further direct adjournments;
- (c) The adjournment is not based on the grounds that parties are unable to obtain instructions; **and**
- (a) The adjournment is based on one of the following grounds:
  - (i) Parties require more time for negotiations. Solicitors must update on negotiations by stating the specific offer on the application form;
  - (ii) Parties are awaiting the results of police action or medical or re-inspection reports or are checking on the outcome of related suits;
  - (iii) Not all the parties have been added;
  - (iv) Solicitor is fixed for another court hearing;
  - (v) Solicitor is away on ICT / Overseas / Medical leave; or
  - (vi) Party / Witness is unable to attend.

2.4.2 Where the conditions in the preceding paragraph are satisfied, parties may submit an Adjournment Form (See Form 8 of Appendix B) to the registry staff at the PDRC Administration Counter on the day of the CDR itself. The application will be vetted and handled administratively by the court staff. They will provide a tentative return date to solicitors whose applications fulfil the conditions in the preceding paragraph. If the conditions have not been met, the court staff will not give a tentative return date but direct the applicant to attend before the Judge personally.

2.4.3 The Court staff will collate the applications for final approval by the Judge. Where the Judge disapproves of the application, the PDRC registry will notify the parties by fax within 3 days of the Direct Adjournment Application, otherwise, the tentative return date is deemed approved.

### **3. Attendance at CDR**

3.1 Only solicitors are required to attend CDR sessions. Their clients need not be present unless the Judge directs for their attendance.

3.2 In certain cases, the Judge may direct the parties to attend subsequent CDR sessions. For instance, the drivers of the vehicles involved in a motor accident and eyewitnesses may be asked to be present at a later CDR session for the purpose of a more accurate neutral evaluation or to facilitate in negotiating a settlement.

### **4. Preparation for CDR**

4.1 Documents to be exchanged prior to CDR:

4.1.2 For CDRs for **motor accident claims**, the following documents should be exchanged between solicitors before the first CDR:

4.1.2.1 GIA reports and police reports, together with type-written transcripts of all persons involved in the accident;

4.1.2.2 sketch plan and if unavailable, the claimant's sketch of the accident;

4.1.2.3 Results of police investigations or outcome of prosecution for traffic offence(s);

4.1.2.4 Police vehicle damage reports;

4.1.2.5 Original, coloured copies or scanned photographs of damage to all vehicles;

4.1.2.6 Original, coloured copies or scanned photographs of the accident scene;

4.1.2.7 Repairer's bill and evidence of payment;

4.1.2.8 Surveyor's report

4.1.2.9 Excess bill or receipt

4.1.2.10 Vehicle registration card

4.1.2.11 COE/PARF certificates

- 4.1.2.12 Rental agreement, invoice and receipt for rental of alternative vehicle (if any)
  - 4.1.2.13 Supporting documents for all other expenses claimed (if any).
- 4.1.3 Where **personal injury forms part of the motor accident claim**, the following documents should also be exchanged:
- 4.1.3.1 Medical reports and specialist reports;
  - 4.1.3.2 Certificates for hospitalisation and medical leave;
  - 4.1.3.3 Bills for medical treatment and evidence of payment;
  - 4.1.3.4 Income tax notices of assessment and/or other evidence of income and loss thereof; and
  - 4.1.3.5 Supporting documents for all other expenses claimed (if any).
- 4.1.4 For CDR sessions for **industrial workplace accidents**, the following documents should be exchanged between solicitors before the first CDR:
- 4.1.4.1 The claimant's sketch of the accident;
  - 4.1.4.2 Ministry of Manpower investigation reports
  - 4.1.4.3 Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any)
  - 4.1.4.4 Original, coloured copies or scanned photographs of the accident scene
  - 4.1.4.5 Medical reports and specialist reports
  - 4.1.4.6 Certificates for hospitalisation and medical leave
  - 4.1.4.7 Bills for medical treatment and evidence of payment
  - 4.1.4.8 Income tax notices of assessment and/or other evidence of income and loss thereof; and
  - 4.1.4.9 Supporting documents for all other expenses claimed (if any)
- 4.1.5 For CDR sessions for **any personal injury claim not involving motor accidents or industrial workplace accidents**, the following documents should be exchanged before the first CDR:
- 4.1.5.1 The claimant's sketch of the accident;
  - 4.1.5.2 Original, coloured copies or scanned photographs of the accident scene

- 4.1.5.3 Medical reports and specialist reports
- 4.1.5.4 Certificates for hospitalisation and medical leave
- 4.1.5.5 Bills for medical treatment and evidence of payment
- 4.1.5.6 Income tax notices of assessment and/or other evidence of income and loss thereof; and
- 4.1.5.7 Supporting documents for all other expenses claimed (if any).

4.2 To make the full use of CDR sessions, it is essential that solicitors be well prepared and familiar with their cases. This also applies to duty solicitors assigned by their firms to deal with the firm's cases on a particular day. Duty solicitors must receive their files in good time and with clear instructions from the solicitor in charge so that they can familiarise themselves with the cases, understand the basis of instructions (i.e. why a certain position is taken) and to act on them (e.g. to convey the clients' offer on quantum or liability to the opposing solicitor). Duty solicitors must after the CDR session, ensure that they convey to the solicitor in charge, the rationale for the Judge's indication, the discussion at CDR sessions, and the follow-up action to be taken before the date of the next CDR session.

## **5. CDR Session**

### *Indications on liability and quantum*

- 5.1 For NIMA cases, during the first CDR session, the Judge will provide an indication on liability. Solicitors for all the parties shall submit a "Liability Indication Form" (see Form 9A) to the Judge at the first CDR session.
- 5.2 In CDR sessions for all personal injury claims, *except PIMA claims*, the Judge will provide an indication on *both liability and quantum* of the claim., Solicitors for all the parties shall submit a "Quantum Indication Form" (see Form 9B) to the Judge at the first CDR session.
- 5.3 In respect of PIMA cases, solicitors have the option to request for an indication on quantum, in addition to an indication on liability. Solicitors who wish to opt for an indication on quantum shall obtain each other's consent before the CDR session, and be submit the Quantum Indication Form (i.e. Form 9B) to the Judge.

### *Follow-up action after CDR*

- 5.4 To facilitate CDR, solicitors shall brief their clients thoroughly on all the relevant aspects of the case, inform their clients quickly on the outcome of the CDR session where indications of liability and/or quantum are given, get their clients' instructions and discuss options with the solicitors for the other parties before the next CDR session.

## **6. Help and Co-operation of Insurers in facilitating CDR**

- 6.1 Insurers play a key role in the success of CDR. CDR sessions are intended for substantive discussion of the issues. A CDR is unproductive if:

- 6.1.1 parties have not exchanged the relevant documents listed in paragraph 4 well before the CDR session to facilitate assessment and discussion of options;
- 6.1.2 one or more of the solicitors for the parties have not received or are still taking client's instructions; or
- 6.1.3 parties are still negotiating or are awaiting instructions upon a counter-offer.

### 6.2 *Documents*

Insurers shall endeavour to send all documents requested by their solicitors in good time for exchange between parties before CDR. Insurers should also check that all documents needed for consideration of their claim are ready. If any *additional* documents apart from those at paragraph 4 are required, this shall be made known to the other party well before the CDR date. If a re-survey is required, it shall be conducted and the report exchanged before the first CDR session.

### 6.3 *Instructions*

It is *very* important that insurers give *full* and *complete* instructions before their solicitor attends the CDR. Solicitors must inform their clients of the outcome of a CDR session quickly and remind their clients to revert with their instructions well before the next CDR session. The instructions shall be given early to enable the other party to consider their position or proposal and respond before the next CDR date.

### 6.4 *Practices to facilitate CDR*

- 6.4.1 The claims manager or executive shall be briefed by the insurer's solicitor on the facts, the insurer's case, and the other party's case before a CDR session.
- 6.4.2 After evaluation of the documents and reports, the claims manager or executive shall give a mandate to the insurer's solicitors. The mandate could be in a range – e.g. – '65-70%', or '*to contribute 30-35% for the chain collision*'. Reasons shall be given for the position taken so that the solicitor can inform the Judge of the basis for the mandate. E.g. '*we are relying on the statements of the independent witnesses here*', '*the plaintiff has been charged for inconsiderate driving*' or '*the photographs suggest that this is a side-swipe*'.
- 6.5 Insurers sometimes insist on tying the issues of liability and quantum, i.e. that agreement on liability is *contingent* on quantum being settled at a particular sum. If parties are able to agree on the issue of liability but not quantum, parties shall consider allowing an *Interlocutory Judgment* to be recorded for liability and proceed for assessment of damages. A hearing to assess damages is far less costly than a full trial.