

IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE
PRACTICE DIRECTIONS
AMENDMENT NO. 7 OF 2013

It is hereby notified for general information that, with effect from 19 August 2013, the Subordinate Courts Practice Directions will be amended by inserting, immediately after the existing paragraph 35, the following new paragraph 35A:

New paragraph 35A

2. The new paragraph 35A requires a party in any litigation relating to the construction of a contract to plead with specificity each fact of the factual matrix that he wishes to rely on in support of his construction of the contract.

Dated this 14 day of August 2013.



JENNIFER MARIE
REGISTRAR
SUBORDINATE COURTS

35A. Pleadings

- (1) The attention of advocates and solicitors is drawn to the pleading requirements laid down by the Court of Appeal in the case of *Sembcorp Marine Ltd v PPL Holdings Pte Ltd and anor and anor appeal* [2013] SGCA 43 for disputes involving a contextual approach to the construction of a contract.
- (2) In particular, the Court of Appeal made the following observations at paragraph 73 of the judgment:
 - (a) parties who contend that the factual matrix is relevant to the construction of the contract must plead with specificity each fact of the factual matrix that they wish to rely on in support of their construction of the contract;
 - (b) the factual circumstances in which the facts referred to in sub-paragraph (2)(a) were known to both or all the relevant parties must also be pleaded with sufficient particularity;
 - (c) parties should in their pleadings specify the effect which such facts will have on their contended construction; and
 - (d) the obligation of the parties to disclose evidence would be limited by the extent to which the evidence is relevant to the pleaded facts referred to in sub-paragraphs (2)(a) and (2)(b).
- (3) The Court of Appeal further held at paragraph 74 that in general, extrinsic facts that are placed before the court in a manner that is not consistent with the above requirements will not be accorded any weight when a court is construing a contract. Adverse cost consequences may also be imposed, where appropriate.