IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE
PRACTICE DIRECTIONS
AMENDMENT NO. 8 OF 2014

It is hereby notified for general information that, with effect from 1st November 2014, the State Courts Practice Directions will be amended as follows:

(a) the existing paragraphs 18, 25, 25A, 25B and 25C will be deleted and replaced by the following new paragraphs:

New paragraphs 18, 25, 25A, 25B and 25C

(b) the following new Part XVIII (consisting of new paragraphs 169 to 173) will be inserted immediately after the existing paragraph 168:

New Part XVIII

(c) the existing Form 6A in Appendix B will be deleted and replaced by the following new Form:

New Form 6A of Appendix B

(d) the following new Forms 62 to 65 will be inserted immediately after the existing Form 61 in Appendix B:

New Forms 62 to 65 of Appendix B

(e) the existing Appendix C will be deleted and replaced by the following new Appendix C:

New Appendix C

(f) the existing Appendix FB of these Practice Directions will be deleted and replaced by the following new Appendix FB:

New Appendix FB

2 The practice directions in the new Part XVIII (consisting of new paragraphs 169 to 173) relate to the simplified process for civil proceedings governed by the new Order 108 of the Rules of Court (Cap. 322, R 5) which takes effect from 1st November 2014. This new process arises from the need to simplify procedural rules and develop faster processes (with greater emphasis on consensual outcomes) particularly for civil cases which fall within the jurisdictional limit of the Magistrate's Court, in order to reduce the cost of litigating such cases.

3 The amendments to paragraphs 18, 25, 25A, 25B, 25C, Forms 6A in Appendix B, Appendix C and Appendix FB are consequential amendments arising from the new simplified process.

Dated this 27th day of October 2014.

JENNIFER MARIE
REGISTRAR
STATE COURTS

18. Summonses for Directions

Cases that are subject to the simplified process under Order 108 of the Rules of Court (Magistrate's Court cases filed on or after 1st November 2014 and by consent, District Court cases filed on or after 1st November 2014)

(1) Under Order 108 of the Rules of Court (Cap. 322, R 5) and paragraph 171 of these Practice Directions, a case commenced by writ on or after 1st November 2014 in a Magistrate's Court, and by consent, a case commenced by writ on or after 1st November 2014 in a District Court, will be called for a case management conference within 50 days after the Defence has been filed. The case management conference is convened to facilitate the management of the case from an early stage and to encourage parties to consider how the case may be resolved without trial, through negotiation or any Alternative Dispute Resolution (ADR) process including mediation, neutral evaluation or arbitration. A summons for directions need not be filed in such cases, as the necessary directions will be given at the case management conference.

Cases that are not subject to the simplified process under Order 108 of the Rules of Court: Application of presumption of ADR

(2) 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 all available 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.*

(3) 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.

(4) 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 7 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.

(5) 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.

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

(7) 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."

(8) 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 State Courts;

(b) Neutral Evaluation in the PDRC;

(c) Arbitration under the Law Society's Arbitration Scheme; or

(d) Mediation by private mediation service providers.

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

(1) This Part of the Practice Directions focuses on ADR for *civil* disputes only.

(2) 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".

(3) In addition to CDR sessions provided by the Courts, the Courts also encourage parties to consider using other ADR procedures, such as the following:

(a) Arbitration under the Law Society's Arbitration Scheme; and
(b) Mediation by private mediation service providers.

Processes used for Court Dispute Resolution sessions

(4) CDR is provided by the Primary Dispute Resolution Centre of the State Courts (PDRC). There are 2 processes used —

(a) Mediation; and

(b) Neutral Evaluation.

(Solicitors may refer to the State Courts' website at http://www.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution", for more information on these processes.)

(5) CDR sessions are conducted on a "without prejudice" basis. All communications at CDR sessions, except terms of settlement or directions given for trial, are confidential pursuant to Order 34A, Rule 7 of the Rules of Court, and shall not be disclosed in any court document or at any court hearing.

(6) 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 all cases

(7) A "presumption of Alternative Dispute Resolution" applies to all civil cases. The Court encourages parties to consider ADR options as a "first stop", at the earliest possible stage. The Court will, as a matter of course, refer appropriate matters to ADR**.**

Presumption of ADR for non-injury motor accident (NIMA) claims, personal injury claims and medical negligence claims

(8) All *non-injury motor accident and personal injury cases excluding claims where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment ("medical negligence claims") filed in court* will be fixed for CDR. The Court will send a notice to the solicitors fixing the date of the first CDR session within 8 weeks after the memorandum of appearance is filed.

(9) 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 of these Practice Directions shall apply, as appropriate, to these claims.

(10) All medical negligence claims will be fixed for CDR. The Court will send a notice to the solicitors fixing the date of the first CDR session within 4 weeks after the writ is filed. The procedure and protocols set out in paragraph 25D of these Practice Directions shall apply, as appropriate, to these claims.

Presumption of ADR for other cases (excluding NIMA, personal injury and medical negligence cases)

Cases that are subject to the simplified process under Order 108 of the Rules of Court (Magistrate's Court cases filed on or after 1st November 2014 and by consent, District Court cases filed on or after 1st November 2014)

(11) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(12) The Court will convene a case management conference within 50 days of the filing of the Defence pursuant to Order 108, Rule 3 of the Rules of Court. At the case management conference, *the Court may refer cases for the most appropriate mode of ADR, where —*

(a) the parties consent to the case being referred for resolution by the ADR process; or

(b) where the Court is of the view that doing so would facilitate the resolution of the dispute between the parties.

(13) Paragraph 171 of these Practice Directions sets out details of the case management conference.

Cases that are not subject to the simplified process

(14) In all other cases commenced in a Magistrate's Court before 1st November 2014, and all cases commenced in a District Court on or after 1st April 2014, the Court will fix a Pre-Trial Conference (PTC) within 4 months after the filing of the writ if —

(a) the Defence has been filed;

(b) no summons for directions or application for summary judgment, striking out, stay, transfer or consolidation of proceedings has been taken out for the case; and

(c) no CDR session has been fixed.

(15) Such 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.

(16) The procedure for referral to these ADR options is set out in paragraphs 25A of these Practice Directions.

Request for CDR

NIMA, personal injury and medical negligence cases

(17) A Request for CDR is not required to be filed for all NIMA, personal injury and medical negligence claims as the parties are automatically notified by the Court to attend CDR.

Cases subject to the simplified process in Order 108 (excluding NIMA, personal injury and medical negligence claims)

(18) For all cases commenced by writ on or after 1st November 2014 in a Magistrate's Court, parties are not required to file a Request for CDR as the Court will deal with

matters concerning ADR at the case management conference. Further details are set out in Part XVIII of these Practice Directions.

Cases that are not subject to the simplified process (excluding NIMA, personal injury and medical negligence claims)

(19) For all such cases commenced before 1st November 2014 in a Magistrate's Court, and all cases commenced in a District Court, parties are not required to file a Request for CDR as the Court will refer the appropriate cases for CDR during PTCs or summonses for directions. A Request for CDR may be filed via the Electronic Filing Service when the parties wish to attempt CDR at an earlier stage.

Request for adjournment of CDR session

(20) 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.

(21) A request for an adjournment of a CDR session shall be made *only* by filing a "Request for Refixing / Vacation of Hearing Dates" via the Electronic Filing Service. 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

(22) 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".

(23) 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. Mode of referral to ADR and consideration of ADR options: Case Management Conference, Pre-Trial Conference and Summons for Directions

(1) This paragraph applies to all civil cases except non-injury motor accident (NIMA) claims and personal injury claims.

Case management conference for cases subject to the simplified process in Order 108 of the Rules of Court

(2) All cases commenced by writ *on or after 1st November 2014 in a Magistrate's Court* and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of the Rules of Court for Order 108 to apply) are subject to the simplified process set out under Order 108 of the Rules of Court (Cap. 322, R 5). The Court will convene a case management conference within 50 days of the filing of the Defence pursuant to Order 108, Rule 3 of the Rules of Court. Paragraph 171 of these Practice Directions sets out the procedure for the case management conference.

(3) At the case management conference, the Court *may refer cases for the most appropriate mode of ADR, where —*

(a) the parties consent to the case being referred for resolution by the ADR process; or

(b) where the Court is of the view that doing so would facilitate the resolution of the dispute between the parties.

(4) To facilitate the Court's decision concerning ADR options, *all the parties and their solicitors must read and complete the ADR Form (Form 6A in Appendix B to these Practice Directions) prior to the case management conference.* The ADR Form must be filed through the Electronic Filing Service not less than 7 working days before the Case Management Conference under the document name "ADR Form". No court fees will be charged for the filing of the ADR Form.

Pre-trial conference and summons for directions for cases not subject to the simplified process

(5) Sub-paragraphs (6) to (12) below do not apply to non-injury motor accident, personal injury and medical negligence claims. They apply to all cases, not subject to the simplified process in Order 108, that are —

(a) commenced before 1st November 2014 in a Magistrate's Court; or

(b) commenced in a District Court on or after 1st April 2014.

(6) To encourage the use of Alternative Dispute Resolution (ADR) at an early stage, the Court will convene a Pre-Trial Conference (PTC) *within 4 months after the writ is filed* for every case where —

(a) the Defence has been filed;

(b) no Summons for Directions (SFD) or application for summary judgment, striking out, stay, transfer or consolidation of proceedings has been taken out for the case; and

(c) no CDR session has been fixed,

except that the parties will not be asked to attend a PTC in the event that they have earlier filed an SFD application.

(7) Parties may file an SFD application prior to the PTC and file a request to vacate the PTC. Paragraph 18 of these Practice Directions concerning SFDs applies accordingly.

(8) The solicitors for all the parties shall be present at the PTC. The parties need not attend the PTC.

(9) The Judge hearing the PTC will give the necessary directions to facilitate the management of the case. The Judge may also recommend the appropriate mode of ADR. To facilitate a considered decision on the ADR options, *the parties and their solicitors must read and complete the ADR Form (Form 6A in Appendix B of these Practice Directions) prior to the PTC.* A party who is not represented shall also complete the relevant sections of the ADR Form.

(10) The parties must file the ADR Form through the Electronic Filing Service not less than 7 working days before the PTC under the document name "ADR Form". No court fees will be charged for the filing of the ADR Form.

(11) 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.

(12) Where the Judge is of the view that ADR is suitable, and the party/parties have opted out of ADR for reasons deemed to be unsatisfactory, 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.*"

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 in Appendix F of these Practice Directions 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 in Appendix F of these Practice Directions 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

(ii) 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**

Court Dispute Resolution sessions for NIMA claims subject to the simplified process under Order 108 of the Rules of Court

(a) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(b) The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court and paragraph 170 of these Practice Directions apply to such cases.

(c) These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. In accordance with Order 108 Rule 3(8), there will be no case management conference convened as these claims will be dealt with following any pre-action protocol and practice direction issued by Registrar. Sub-paragraphs (3)(e) to (3)(j) also apply to these claims.

(d) Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions of Order 108 Rule 5 of the Rules of Court, by, amongst other things, —

(i) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(ii) fixing timelines to manage and control the progress of the case; and

(iii) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Court Dispute Resolution sessions for all NIMA claims

(e) The Court will convene the first CDR session for all NIMA cases under Order 34A of the Rules of Court within 8 weeks after the filing of the memorandum of appearance. Solicitors shall comply with the relevant CDR guidelines in Appendix C of these Practice Directions when preparing for and attending CDR sessions for NIMA claims.

(f) 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.

(g) 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.

(h) 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.

Directions made after entering consent interlocutory judgment

(i) 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

(j) 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.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution".

(4) **Benchmark rates for cost of rental and loss of use**

(a) When parties attend at the Primary Dispute Resolution Centre before a Judge and the dispute involves a claim for damages in respect of a motor accident for cost of rental of a replacement car and/or loss of use, parties are to have regard

to the Benchmark Rates for Cost of Rental and Loss of Use at Appendix G of these Practice Directions.

(b) The Benchmark Rates are to serve as a starting point and adjustments may be made according to the circumstances of each case.

25C. Personal Injury Claims

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

(a) In this paragraph —

"Form" means the appropriate Form in Appendix B to these Practice Directions;

"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 to these Practice Directions 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 personal injury claims subject to the simplified process under Order 108 of the Rules of Court

(a) All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

(b) The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court and paragraph 170 of these Practice Directions apply to such cases.

(c) These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. In accordance with Order 108 Rule 3(8), there will be no case management conference convened as these claims will be dealt with following any pre-action protocol and practice direction issued by Registrar. Sub-paragraphs (2)(e) to (2)(m) also apply to these claims.

(d) Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions in Order 108 Rule 5 of the Rules of Court, by, inter alia, -

(i) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(ii) fixing timelines to manage and control the progress of the case; and

(iii) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Court Dispute Resolution sessions for all personal injury claims

(e) *For all personal injury claims*, the Court will convene the first CDR session under Order 34A of the Rules of Court within 8 weeks after the filing of the memorandum of appearance. Solicitors shall comply with the relevant CDR

guidelines in Appendix C to these Practice Directions when preparing for and attending CDR sessions for personal injury claims.

(f) 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

(g) 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.

(h) *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

(i) 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

(j) Where solicitors record interlocutory judgment before the Court whether by consent or after trial on liability, 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 Practice 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.

(k) 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.

(l) 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

(m) 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.statecourts.gov.sg under "Civil Justice Division, Court Dispute Resolution".

PART XVIII: SIMPLIFIED PROCESS FOR CIVIL PROCEEDINGS IN THE MAGISTRATE'S COURT

169. Overview of the simplified process

(1) The practice directions in this Part, unless otherwise stated, apply to —

(a) all civil proceedings begun on or after 1st November 2014 by writ which are before a Magistrate's Court; and

(b) any civil proceedings begun on or after 1st November 2014 by writ —
(i) which are before a District Court; and
(ii) in which the parties thereto have, pursuant to Order 108, Rule 1 of the Rules of Court (Cap. 322, R 5), consented to the application of Order 108 to those proceedings by filing their consent in Form 233 of Appendix A of the Rules of Court.

(2) The simplified process provided for by Order 108 is meant to facilitate the fair, expedient and inexpensive determination of all such proceedings in a manner which is proportionate to –

(a) the amount of the claim;

(b) the number of parties;

(c) the complexity of the issues;

(d) the amount of costs that is likely to be incurred by each party; and

(e) the nature of the action.

(3) An important feature of the simplified process is the upfront discovery under Order 108, Rule 2, which requires parties to serve a list of documents together with their pleadings, to allow the parties to have the fullest possible particulars of each other's case in order to facilitate effective negotiations towards an early resolution of the dispute between the parties without a trial.

(4) The Case Management Conference (CMC) provided for by Order 108, Rule 3 will be central to the simplified process. At the CMC, the Court will endeavour to assist the parties in narrowing the issues between them, managing any interlocutory matters and facilitating an early resolution of the dispute.

(5) The CMC will not apply to non-injury motor accident [NIMA] claims and personal injury [PI] claims, including any action where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment. In this regard, paragraph 171 of these Practice Directions does not apply to NIMA and PI claims. Such claims will be dealt with following the pre-action protocols and practice directions issued by Registrar. Please refer to paragraphs 25, 25B, 25C and 25D of these Practice Directions for more information.

(6) Where a case cannot be resolved amicably, the Court will give directions for a simplified trial unless the circumstances warrant otherwise.

170. Upfront discovery

(1) Prior to the service of the pleading on the other party, a party shall file a list of documents using Form 234 of the Rules of Court (Cap. 322, R 5).

Order 108 Rule 2(4) of the Rules of Court states that:

> *"The list of documents referred to in paragraph (3) —*
>
> *(a) must be filed in Form 234;*
>
> *(b) must set out —*
>
> *(i) every document referred to in the pleading which the list accompanies;*
>
> *(ii) every document on which the party serving the list relies or will rely; and*
>
> *(iii) any other document which could —*
>
> *(A) adversely affect that party's own case;*
>
> *(B) adversely affect another party's case; or*
>
> *(C) support another party's case; and*
>
> *(c) must set out the documents in a convenient order and as shortly as possible, but also describe each document sufficiently to enable the document to be identified."*

(2) Every pleading served by a party shall be accompanied by a list of documents (filed separately from the pleading) using Form 234 as set out in Order 108, Rule 2(4) of the Rules of Court (Cap. 322, R 5). The list of documents filed shall be served together with the relevant pleading on the other party within the time limited for the service of such pleading.

(3) For the avoidance of doubt, in any case where further and better particulars of a pleading are filed which refer to or plead new documents, the party shall file a supplementary list of documents.

(4) A request by a party for a copy of any document on the other party's list of documents shall be made in writing in accordance with Order 108, Rule 2(5). The party served with such a request for documents shall provide the documents within 7 days of the request.

(5) Where an applicant for an order under Order 108, Rule 2(9) for the discovery or production of documents did not make a prior request by letter for the documents he requires, the Court may refuse to make the order unless the applicant shows sufficient reasons for not making the prior request by letter.

171. Case management conference [CMC]

(1) The provisions of this Paragraph apply to all cases begun on or after 1st November 2014 by writ in a Magistrate's Court, excluding –

(a) any non-injury motor accident [NIMA] claims ; and

(b) any personal injury [PI] claims, including any action where the pleadings contain an allegation of a negligent act or omission in the course of medical or dental treatment.

(2) In accordance with Order 108 Rule 3(8) of the Rules of Court (Cap. 322, R 5), the cases in sub-paragraphs 1(a) and (b) will be dealt with following the pre-action protocols and practice directions issued by Registrar. Please refer to paragraphs 25, 25B, 25C and 25D of these Practice Directions for more information.

(3) To facilitate the management of cases at an early stage and to encourage parties to consider how a case may be resolved without trial, including using negotiation or Alternative Dispute Resolution (ADR), a CMC as provided for by Order 108, Rule 3(1) shall be convened within 50 days after the Defence has been filed.

(4) Parties shall be notified in writing of the CMC within 8 days of the filing of the Defence.

(5) Where all parties in a case begun on or after 1st November 2014 by writ in a District Court file their consent in Form 233 for the simplified process in Order 108 to apply to cases in a District Court, parties shall file a Request via the Electronic Filing Service to request for a Case Management Conference.

Before the CMC

(6) Parties should negotiate with a view to resolving the matter at the earliest opportunity once parties are notified of the CMC date.

(7) Seven (7) days prior to the first CMC, parties shall —

(a) exchange proposals in writing using Form 62 of Appendix B to these Practice Directions, on a "without prejudice save as to costs" basis for the amicable resolution of the matter; and

(b) file through the Electronic Filing Service —

(i) Form 63 of Appendix B to these Practice Directions stating the list of issues in the dispute and the list of witnesses they intend to call in support of their case; and

(ii) the ADR Form (Form 6A of Appendix B to these Practice Directions) in order to facilitate a considered decision on ADR options. The ADR Form must be read and completed by each party. If there is a solicitor acting for the party, the solicitor must also complete the form.

(8) In order for the CMC to be effective and fruitful, the solicitor having conduct of the matter should take all necessary instructions from their clients (including exploring ADR options to achieve an amicable resolution of the matter) and comply with all directions, including those at sub-paragraph (7) above prior to attending the first CMC session.

(9) Some of the ADR options available include:

(a) Mediation in the Primary Dispute Resolution Centre (PDRC) of the State Courts;

(b) Neutral Evaluation in the PDRC;

(c) Arbitration under the Law Society's Arbitration Scheme; or

(d) Mediation by private mediation service providers.

(10) A party may file a Request via the Electronic Filing Service for an early CMC date prior to receiving the CMC notification mentioned in sub-paragraph (4). Parties shall comply with sub-paragraphs (6) and (7) before the CMC.

At the CMC

(11) At the CMC, the Court may manage the case by, inter alia, —

(a) encouraging the parties to co-operate in the conduct of the proceedings;

(b) assisting parties to identify and narrow the issues at an early stage;

(c) dealing with any interlocutory applications and issues, including giving such directions for discovery as may be necessary;

(d) considering with the parties whether the likely benefits of any step proposed to be taken by a party justify the costs that will be incurred;

(e) encouraging the parties to negotiate to resolve the issues and/or case and/or use an ADR procedure if the Court considers it appropriate as well as facilitating the use of such ADR procedure having regard to Order 108, Rule 3(3) of the Rules of Court;

(f) helping the parties to settle the whole or part of the case;

(g) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange and filing of Affidavits of Evidence in Chief and setting the matter down for trial);

(h) fixing timelines to manage and control the progress of the case; and

(j) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

(12) The purpose of the CMC is for the court to consider all available options in the case jointly with the parties. It is therefore necessary that the solicitor in charge of the case for that party (i.e. the solicitor who has been handling the case for that party and who is familiar with it) attend the CMC. Solicitors for both parties shall attend the CMC.

(13) The Court may require a party who is represented by solicitors to attend the CMC.

(14) Where a party has filed a Summons for Direction (SFD), the Court may also deal with the SFD at the CMC.

(15) In order that parties benefit fully from the process of the CMC, adjournment(s) of any CMC will not be granted without good reason. Consent of both parties to the adjournment, without more, is not considered sufficient reason for an adjournment.

(16) Where interlocutory judgment has been entered on the issue of liability only, leaving the damages to be assessed, the Court shall convene a case management conference after the filing of the Notice of Appointment for Assessment of Damages (NAAD). Such a case management conference shall be known as the Assessment of Damages Case Management Conference (AD-CMC). Sub-paragraphs (10) to (15) above shall apply as far as possible with the necessary modifications to ensure that the matter progresses expeditiously. Where an amicable resolution on quantum is not possible, the assessment of damages hearing will proceed expeditiously. The directions in paragraph 25E of these Practice Directions on assessment of damages shall continue to apply. The ADR Form (Form 6A of Appendix B to these Practice Directions) is not required to be filed prior to the AD-CMC.

172. Appointment of single joint expert

(1) In a matter where any question requiring the evidence of an expert witness arises, the plaintiff (or the defendant as the case may be), shall as soon as practicable, inform the defendant by way of a letter proposing the expert he wishes to appoint and the terms of such appointment.

(2) The defendant shall, within 14 days after receiving the letter, inform the plaintiff whether he agrees to the appointment of the expert proposed by the plaintiff and the terms of such appointment.

(3) If there is an agreement on the appointment of the expert, the plaintiff shall send the expert a letter of appointment within 14 days thereof, and the letter of appointment must be copied to the defendant.

(4) If the defendant objects to the expert proposed by the plaintiff, the defendant shall, besides stating the reason(s) for his objection, state the name of the expert whom he considers suitable to appoint and the terms of such appointment The plaintiff shall, within 14 days from the date of receipt of the letter from the defendant, state if he has any objections to the expert proposed by the defendant and the terms of such appointment. If the plaintiff agrees to the expert proposed by the defendant, the plaintiff shall send the expert a letter of appointment within 14 days thereof, and the letter of appointment must be copied to the defendant.

(5) If both parties are unable to agree on the expert to be appointed, the Court may, on its own motion, appoint the expert for the parties at the CMC.

173. Simplified trials and assessment of damages

(1) The duration for a simplified trial under Order 108, Rule 5 of the Rules of Court (Cap. 322, R 5) or an assessment of damages hearing in any case to which Order 108 applies shall generally not exceed 1 day.

(2) The opening statement of each party for use in a simplified trial shall, as far as possible, comply with the format in Form 64 of Appendix B to the Practice Directions.

(3) For NIMA and PI cases, the opening statements shall, as far as possible, comply with Form 65 of Appendix B to the Practice Directions.

(4) Forms 9D, 9E and 9F in Appendix B to the Practice Directions, as appropriate, shall continue to apply in respect of the Joint Opening Statement for use in an assessment of damages hearing.

(5) Paragraphs 50 and 152 of these Practice Directions, as appropriate, shall continue to apply to simplified trials.

Form 6A

ALTERNATIVE DISPUTE RESOLUTION (ADR) FORM

*The State Courts regard Alternative Dispute Resolution (ADR) as the **first stop of a court 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 the following hearings:*

(i) Case Management Conference, for MC writs filed on or after 1st November 2014 and by consent, DC writs (pursuant to Order 108 of the Rules of Court and paragraph 171 of these Practice Directions);

(ii) Pre-Trial Conference called pursuant to paragraph 25A of these Practice Directions. This PTC will be called in respect of MC writs filed before 1st November 2014 and all DC writs filed on or after 1st April 2014; or

(iii) Any Summons for Directions that is filed (pursuant to paragraph 18 of these Practice Directions).

Information concerning ADR is provided on the second page of this form.

This section is to be completed by solicitors

Case details	MC/DC* _____ / _____(year)		SUM _____ /_____ (year)	
Number of witnesses	Plaintiff		Defendant	
Nature of claim	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 State Courts provides ADR services such as **mediation** and **neutral evaluation**. Mediation services are also provided by the Singapore Mediation Centre (http://www.mediation.com.sg). 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, State 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.

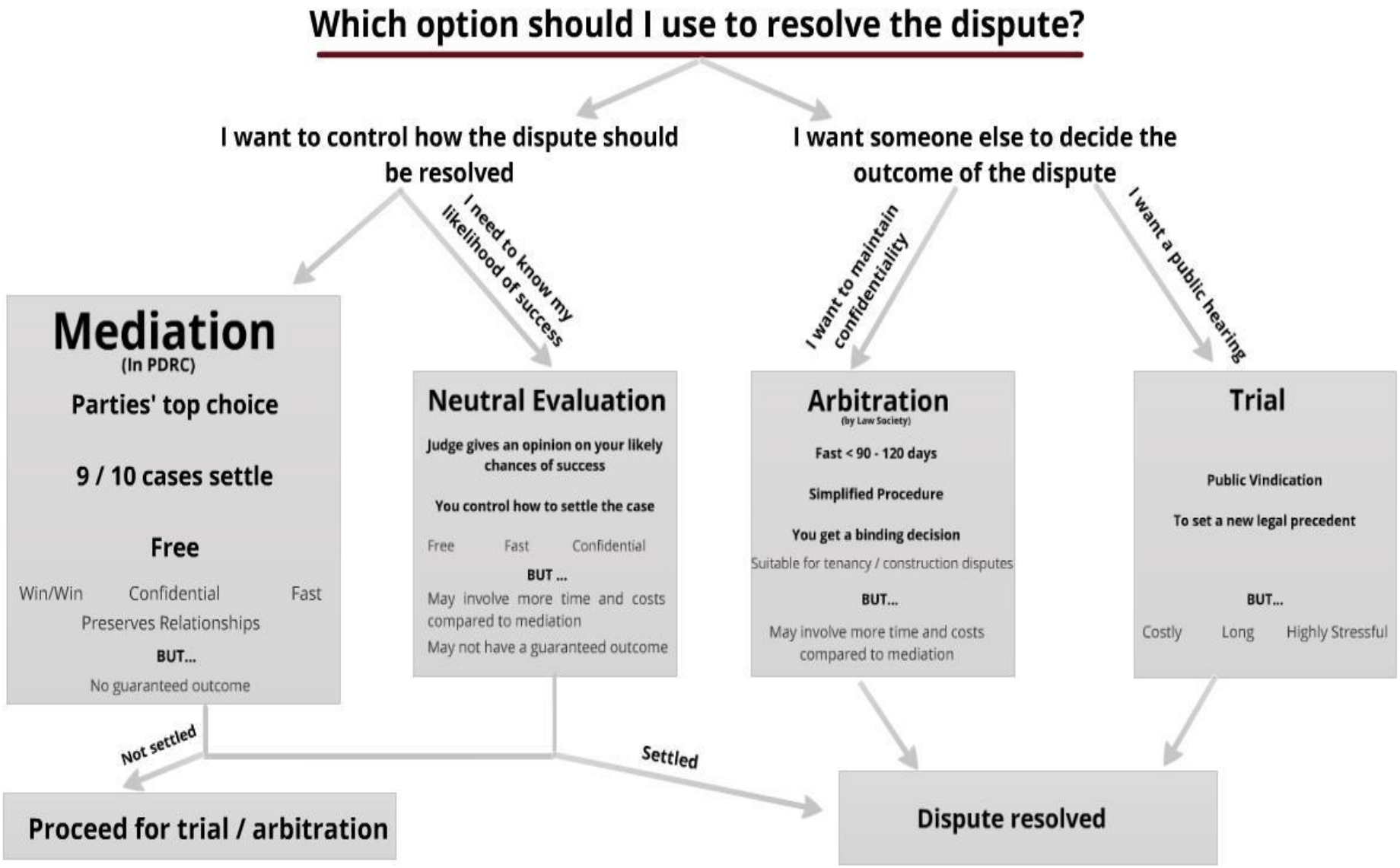
More information on mediation and neutral evaluation may be found at http://www.statecourts.gov.sg under "Quick links – Court Dispute Resolution".

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/lsas.

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?
I want to control how the dispute should be resolved
I want someone else to decide the outcome of the dispute
I need to know my likelihood of success
I want to maintain confidentiality
I want a public hearing
Mediation
(In PDRC)
Parties' top choice
9 / 10 cases settle
Free
Win/Win
Confidential
Fast
Preserves Relationships
BUT...
No guaranteed outcome
Neutral Evaluation
Judge gives an opinion on your likely chances of success
You control how to settle the case
Free
Fast
Confidential
BUT ...
May involve more time and costs compared to mediation
May not have a guaranteed outcome
Arbitration
(by Law Society)
Fast < 90 - 120 days
Simplified Procedure
You get a binding decision
Suitable for tenancy / construction disputes
BUT...
May involve more time and costs compared to mediation
Trial
Public Vindication
To set a new legal precedent
BUT...
Costly
Long
Highly Stressful
Not settled
Settled
Proceed for trial / arbitration
Dispute resolved

This section is to be completed by your client

FOR MAGISTRATE'S COURT 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 ADR.

2. I have been advised and understand that the Judge may take the view that ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of ADR may then expose me to adverse costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court as set out below:

> **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. For a case commenced by writ on or after 1st November 2014 before a Magistrate's Court:

   I have been advised and understand that my case may be referred for ADR under Order 108 Rule 3(3) of the Rules of Court as set out below:

> **Order 108 Rule 3(3)**
>
> "The Court may make an order directing that a case be referred for resolution by an ADR process if —
>
> (a) the parties consent to the case being referred for resolution by the ADR process; or
>
> (b) the Court is of the view that doing so would facilitate the resolution of the dispute between the parties."

4. 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 <u>not</u> considered a good reason)*

- ❑ I would like to be referred for the following ADR service(s):-
    - ❑ Mediation at PDRC, State Courts
    - ❑ Neutral Evaluation at PDRC, State Courts
    - ❑ Mediation at Singapore Mediation Centre
    - ❑ Arbitration under LSAS
    - ❑ Others: (Please specify)

    (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 DISTRICT COURT 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 ADR.

2. I have been advised and understand that my case will be referred for ADR unless any of the parties opt out of ADR.

3. I have been advised and understand that the Judge may take the view that ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of ADR may then expose me to adverse costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court as set out below:

> **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*."

4. My decision concerning ADR is as follows:

   (*Tick the relevant boxes*)

   ❑ I wish to opt out from ADR.

   Reason(s):_____
   _____

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

   - ❑ Mediation at PDRC, State Courts
   - ❑ Neutral Evaluation at PDRC, State Courts
   - ❑ Mediation at Singapore Mediation Centre
   - ❑ Arbitration under LSAS
   - ❑ Others: Please specify

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

_____
Signature of Plaintiff / Defendant*
Name:
Date:
** Delete where inapplicable.*

Form 62

Sample Letter of Offer

To: [Plaintiff/Defendant]

[Address]

WITHOUT PREJUDICE
SAVE AS TO COSTS

Dear Sir,

[Heading e.g. as per letter of claim]

We offer to settle [your/your client's claim OR the present matter] on the following terms:

[Set out the offer]

Yours faithfully,

Form 63

PLAINTIFF'S/ DEFENDANT'S LIST OF ISSUES IN DISPUTE AND LIST OF WITNESSES

The list of issues in dispute in the claim is as follows:

No.	Issue /Matter in Dispute	Information Plaintiff/Defendant is Relying on in Support

The witnesses whom the Plaintiff/Defendant intends to call to give evidence in support of its claim if the matter goes to court are as follows:

No.	Full Name of Witness	Reason for calling the Witness

Dated this day of 20 .

_____

SOLICITORS FOR THE PLAINTIFF/DEFENDANT

Form 64

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

MC Suit No. of 20 /

Between

( )

… Plaintiff

And

( )

… Defendant

OPENING STATEMENT

(For all general civil Claims)

PROFILE OF PARTIES

Plaintiff	(If a firm or company, state the nature of the business. If an individual, state the age, gender and occupation.)
Defendant	

CHRONOLOGY OF ESSENTIAL FACTS

2. A summary of the essential facts of the Plaintiff's/Defendant's case in chronological sequence is annexed as "Annexure 'A'" to the opening statement.

3. Item number(s) ( ) and ( ) of the essential facts has/have been agreed between the parties.

SUMMARY OF ISSUES BETWEEN PARTIES

4. A summary of the issues in respect of the Plaintiff's /Defendant's case and the applicable legal principles is annexed as "Annexure 'B'" to the opening statement.

5. Where quantum is in dispute, the quantum table is annexed as "Annexure 'C'" to the opening statement.

Dated this day of 20 .

_____

SOLICITORS FOR THE PLAINTIFF/DEFENDANT

ANNEXURE 'A'

NO.	**DATE**	**ESSENTIAL FACTS**	**CROSS-REFERENCE** (Pleading / Document)	**WITNESS(ES) TO BE CALLED**
1				
2				
3				
4				

ANNEXURE 'B'

NO.	**ISSUES**	**PLAINTIFF'S/DEFENDANT'S POSITION** *[Please include references to key documents]*	**APPLICABLE LEGAL PRINCIPLES** *[Please include reference to main authorities]*
1			
2			
3			
4			

ANNEXURE 'C'

NO.	**DESCRIPTION OF ITEM CLAIMED BY PLAINTIFF**	**QUANTUM CLAIMED BY PLAINTIFF**	**PLAINTIFF'S SUPPORTING DOCUMENTS INCLUDING ANY EXPERT REPORT** ***[Please include pg no. in Bundle of Documents]***	**DEFENDANT'S COMMENTS ON ITEM CLAIMED**	**DEFENDANT'S SUBMISSION ON QUANTUM**	**DEFENDANT'S SUPPORTING DOCUMENTS INCLUDING ANY EXPERT REPORT** ***[Please include pg no. in Bundle of Documents]***
1		$	1) _____ Pg_____ 2) _____ Pg_____		$	1) _____ Pg_____ 2) _____ Pg_____
2						
	TOTAL	$			$	
	(at _____ %)	$_____			$_____	

Form 65

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

MC Suit No. of 20 /

Between

( )

… Plaintiff

And

( )

… Defendant

OPENING STATEMENT

(For all NIMA/PI claims)

PROFILE OF PARTIES

Date of accident:

	Vehicle no. *(N.A. for pedestrian)*	**Age at time of accident**	**Present Age**	**Gender**	**Present Occupation**
Plaintiff					
Defendant					

VERSIONS OF THE ACCIDENT

2. A summary of the versions of the accident is as follows:

Plaintiff's Version	**Defendant's Version**

SUBMISSION ON LIABILITY

4. The Plaintiff's/ Defendant's submission on liability is as follows:

Plaintiff's / Defendant's submission on liability	
Plaintiff's / Defendant's reference from Motor Accident Guide (MAG)	
Plaintiff's / Defendant's authorities	

SUBMISSION ON QUANTUM

5. Where quantum is also in dispute, the quantum table to be annexed is herewith as an "Annexure" to the opening statement.

6. Item number(s) ( ) and ( ) of the Plaintiff's claim has/have been agreed between the parties.

Dated this day of 20 .

_____

SOLICITORS FOR THE PLAINTIFF/DEFENDANT

Annexure (For NIMA matter)

NO.	HEAD OF DAMAGES CLAIMED	PLAINTIFF'S CLAIM FOR AWARD	PLAINTIFF'S SUPPORTING DOCUMENTS *[Please include pg no. in Bundle of Documents]*	DEFENDANT'S ESTIMATE OF AWARD	DEFENDANT'S SUPPORTING DOCUMENTS *[Please include pg no. in Bundle of Documents]*
1.	Costs of Repairs	$	1) Pg _____ 2) Pg _____	$	1) Pg _____ 2) Pg _____
2.	Loss of Use	$____ per day for ____ days = $_____		$____ per day for ____ days = $_____	
3.	Costs/Loss of Rental	$____ per day for ____ days = $_____		$____ per day for ____ days = $_____	
4.	Loss of Earnings	$____ per day for ____ days = $_____		$____ per day for ____ days = $_____	
	TOTAL (at ____%)	$ $		$ $	

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) of the State 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 State Courts' Practice Directions, all non-injury motor accident claims and personal injury claims are to proceed for CDR within 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.

2.2 A request for an adjournment of a CDR session shall be made ***only*** by filing a "Request for Refixing / Vacation of Hearing Dates" via the Electronic Filing Service.

2.2.1 The applicant must obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties.

2.2.1 The request must be made *not less than 2 working days before the date of the CDR.*

2.2.2 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 State 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.

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

2.3 **Direct Adjournment Applications**

2.3.1 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**

(d) 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.

2.3.2 Where the conditions in the preceding paragraph are satisfied, parties may submit a Direct Adjournment Form 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.

2.3.3 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:

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

(a) GIA reports and police reports, together with type-written transcripts of all persons involved in the accident;
(b) sketch plan and if unavailable, the claimant's sketch of the accident;
(c) Results of police investigations or outcome of prosecution for traffic offence(s);
(d) Police vehicle damage reports;
(e) Original, coloured copies or scanned photographs of damage to all vehicles;
(f) Original, coloured copies or scanned photographs of the accident scene;
(g) Repairer's bill and evidence of payment;
(h) Surveyor's report
(i) Excess bill or receipt
(j) Vehicle registration card
(k) COE/PARF certificates
(l) Rental agreement, invoice and receipt for rental of alternative vehicle (if any)
(m) Supporting documents for all other expenses claimed (if any).

4.1.2 Where **personal injury forms part of the motor accident claim**, the following documents should also be exchanged:
(a) Medical reports and specialist reports;
(b) Certificates for hospitalisation and medical leave;
(c) Bills for medical treatment and evidence of payment;
(d) Income tax notices of assessment and/or other evidence of income and loss thereof; and
(e) Supporting documents for all other expenses claimed (if any).

4.1.3 For CDR sessions for **industrial workplace accidents**, the following documents should be exchanged between solicitors before the first CDR:
(a) The claimant's sketch of the accident;
(b) Ministry of Manpower investigation reports
(c) Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any)
(d) Original, coloured copies or scanned photographs of the accident scene
(e) Medical reports and specialist reports
(f) Certificates for hospitalisation and medical leave
(g) Bills for medical treatment and evidence of payment
(h) Income tax notices of assessment and/or other evidence of income and loss thereof; and
(i) Supporting documents for all other expenses claimed (if any)

4.1.4 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:

(a) The claimant's sketch of the accident
(b) Original, coloured copies or scanned photographs of the accident scene
(c) Medical reports and specialist reports
(d) Certificates for hospitalisation and medical leave
(e) Bills for medical treatment and evidence of payment
(f) Income tax notices of assessment and/or other evidence of income and loss thereof; and
(g) 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

Claims subject to the simplified process under Order 108 of the Rules of Court

5.1 All cases commenced by writ on or after 1st November 2014 in a Magistrate's Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap 322, R 5).

5.2 The requirement for upfront discovery under Order 108 Rule 2(4) of the Rules of Court (Cap. 322, R 5) and paragraph 170 of these Practice Directions apply to such cases.

5.3 These claims will continue to be called for CDR within 8 weeks after the filing of the memorandum of appearance. There will be no case management conference convened. The rest of the guidelines in Appendix C also apply to CDRs for these claims.

5.4 Where parties are unable to resolve the case through CDR, the Court will manage the case, having regard to the provisions in Order 108 Rule 5 of the Rules of Court, by, inter alia, —

(a) giving such directions as the Court thinks fit in order to ensure that the case progresses expeditiously (including directions for the list of witnesses to be called for trial, the appointment of a single joint expert where appropriate, the exchange

and filing of Affidavits of Evidence-in-Chief and setting the matter down for trial);

(b) fixing timelines to manage and control the progress of the case; and

(c) taking such other action or making such other direction as the Court thinks appropriate in the circumstances including costs sanctions or unless orders.

Indications on liability and quantum

5.5 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.

5.6 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.

5.7 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

5.8 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.

APPENDIX FB

PRE-ACTION PROTOCOL FOR PERSONAL INJURY CLAIMS

1. Application

1.1 The object of this protocol is to streamline the management of personal injury claims and promote early settlement of such claims. It prescribes a framework for pre-writ negotiation and exchange of information.

1.2 This protocol applies to all personal injury claims including —

(a) claims arising from motor vehicle accidents and industrial workplace accidents;

(b) personal injury claims with or without an additional claim for property damage arising from the same accident; and

(c) claims arising from fatal accidents,

but does not apply to medical negligence claims.

1.3 Any reference to an "insurer" in this protocol refers to an insurer that is known or could be reasonably known to the plaintiff's solicitors.

1.4 In the interest of saving time and costs, parties are expected to comply in substance and spirit with the terms of this protocol. In exercising its discretion and powers as to costs as well as under section 116 of the Evidence Act (Cap. 97), the Court will have regard to the extent to which this protocol has been complied with by the parties.

1.5 This protocol only governs the conduct of the parties from the time a claimant decides to file a personal injury claim in Court. Prior to such time, the parties are at liberty to correspond or negotiate with each other in any manner they see fit.

1.6 This protocol does not affect any privilege that may apply to any communication between the parties that is undertaken in compliance with it.

1.7 This protocol encourages the parties to jointly select medical experts before proceedings commence.

2. Letter of Claim

2.1 The claimant must send a letter of claim (Form 1) each to the potential defendant and his insurer notifying them of the claimant's intention to seek damages for his injuries. Where, for example, there is a multi-party collision, and the claimant wishes to join more than one defendant, he must send the letter of claim to each of the potential defendants and their insurers.

2.2 The letter of claim must set out the full particulars of his claim, including the following information:

(a) a brief statement of all the relevant and available facts on which the claim is based;

(b) a brief description of the nature of any injuries suffered by the claimant;

(c) an estimate of the claimant's general and special damages with a breakdown of the heads of claim;

(d) the names of all witnesses (where possible to disclose);

(e) the case reference numbers, identity and contact particulars of the officer having charge of any investigations (e.g. the police officer or the relevant officer from the Ministry of Manpower); and

(f) in cases where the claimant has passed away, the results of any prosecution or Court proceeding arising from the same accident, including the State Coroner's verdict, where available.

2.3 In respect of claims where —

(a) the estimated quantum falls within the jurisdiction of a Magistrate's Court before any apportionment of liability (but excluding interest); and

(b) the claimant intends to appoint one or more experts for the purpose of the proceedings,

the claimant shall include his proposed list of medical expert(s) in each relevant specialty in his letter of claim. The claimant should preferably include the doctors who provided him treatment and/or review of his medical condition in his proposed list.

2.4 In respect of claims which are estimated to exceed the quantum specified in paragraph 2.3, the claimant and the potential defendant and/or their respective insurers shall endeavour, as a matter of best practice, to follow the procedure set out in this protocol for the appointment of a mutually agreed medical expert. The claimant's treating and/or reviewing doctor may, by consent, be appointed as the medical expert mutually agreed by both parties.

2.5 If the claimant is non-resident in Singapore, the letter of claim shall further state the date the claimant is required to depart from Singapore once the relevant permits expire or are cancelled and, where available, the date of his intended departure from Singapore. This is to afford the potential defendant or his insurer an opportunity to arrange for a medical examination of the claimant by a medical expert mutually agreed by both parties in each relevant specialty, or where there is no agreement, a medical re-examination of the claimant by a medical expert appointed by the potential defendant or his insurer prior to the claimant's departure from Singapore.

2.6 The claimant must enclose with his letter of claim a copy each of all relevant supporting documents, where available, such as the following:

For motor vehicle accident cases:

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

(b) police sketch plan or, if that is unavailable, the claimant's sketch of the accident;

(c) results of police investigations or outcome of prosecution for any traffic offence(s) arising from the same accident;

(d) police vehicle damage reports;

(e) original, coloured copies or scanned photographs of damage to all vehicles;

(f) original, coloured copies or scanned photographs of the accident scene;

(g) medical reports and specialist reports;

(h) certificates for hospitalisation and medical leave;

(i) bills for medical treatment and evidence of payment;

(j) income tax notices of assessment and/or other evidence of income and loss thereof; and

(k) supporting documents for all other expenses claimed (if any).

For industrial workplace accident cases:

(a) claimant's sketch of the accident;

(b) Ministry of Manpower's investigation reports;

(c) Notice of Assessment from the Occupational Safety and Health Division, Ministry of Manpower (if any);

(d) original, coloured copies or scanned photographs of the accident scene;

(e) medical reports and specialist reports;

(f) certificates for hospitalisation and medical leave;

(g) bills for medical treatment and evidence of payment;

(h) income tax notices of assessment and/or other evidence of income and loss thereof; and

(i) supporting documents for all other expenses claimed (if any).

For personal injury claims not involving motor vehicles and industrial accidents:

(a) claimant's sketch of the accident;

(b) original, coloured copies or scanned photographs of the accident scene;

(c) medical reports and specialist reports;

(d) certificates for hospitalisation and medical leave;

(e) bills for medical treatment and evidence of payment;

(f) income tax notices of assessment and/or other evidence of income and loss thereof; and

(g) supporting documents for all other expenses claimed (if any).

2.7 Where the claim is for both personal injury and property damage arising from a motor vehicle accident, the claimant must in addition, enclose with his letter of claim a copy each of the relevant documents supporting the claim for property damage, such as the following:

(a) repairer's bill and evidence of payment;

(b) surveyor's report;

(c) excess bill or receipt;

(d) vehicle registration card;

(e) COE/PARF certificates;

(f) rental agreement, invoice and receipt for rental of alternative vehicle (if any); and

(g) supporting documents for all other expenses claimed (if any).

2.8 The letter of claim must also expressly advise the potential defendant to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. If the potential defendant's insurer is known to the claimant, a copy of the letter of claim must be sent directly to the insurer. The letters to any party must be copied to each of the other parties. The letter(s) to the potential defendant(s) must be sent by way of certificate of posting. The letters to insurers must be sent by way of AR Registered mail or by hand (in which case an acknowledgement of receipt should be obtained).

2.9 Where it is not possible to comply with any of the above requirements in notifying the relevant persons or providing documents, the claimant must provide the necessary explanation in the letter of claim.

3. Potential Defendant's response

Acknowledgment letter

3.1 In this protocol, "the potential defendant" means the potential defendant if he is not claiming under his insurance policy, or his insurer if he is claiming under his insurance policy.

3.2 The potential defendant must send an acknowledgement letter (Form 2) to the claimant within **14 days** from the date of receipt of the letter of claim. If he is ready to take a position on the claim, he must state his position. If not, he must first send an acknowledgement.

3.3 For any personal injury claim arising from a motor vehicle accident, if the potential defendant wishes to inspect the claimant's vehicle, a request for inspection shall be included in the acknowledgement of receipt.

3.4 If the claimant does not receive an acknowledgement letter from the potential defendant within the requisite **14 days** stipulated in paragraph 3.2, he may commence proceedings without any sanction by the Court.

Joint selection of medical experts

3.5 In respect of claims where paragraph 2.3 is applicable, within **14 days** of sending the acknowledgment letter to the claimant, the potential defendant shall send a letter to the claimant stating whether he agrees or has any objections to any of the medical experts named in the claimant's letter of claim. For this purpose, the following provisions will apply:

(a) If the potential defendant agrees to any of the named medical experts stated in the claimant's letter of claim, the claimant shall instruct a mutually agreeable medical expert in each of the relevant specialty by sending the expert a letter of instruction within **14 days**. The medical expert mutually agreed upon by both parties and instructed by the claimant shall be referred to as the 'single joint expert'.

(b) The letter of instruction referred to in sub-paragraph (a) above must be copied to the potential defendant. As a matter of best practice, a medical report form (Form 5A) may be sent to the single joint expert for claims in which the estimated quantum falls within the jurisdiction of a Magistrate's Court before apportionment of liability and excluding

interest and a letter in Form 5 may be sent to the single joint expert for higher value and/or more complex claims.

(c) If the potential defendant objects to all the listed medical experts in the claimant's letter of claim for any relevant specialty, the potential defendant shall state a list of the name(s) of one or more medical experts in each relevant specialty whom he considers as suitable to instruct. The claimant shall within **14 days** from the date of receipt of the letter from the potential defendant state if he has any objections to one or more of the named medical experts stated in the potential defendant's letter of reply.

(d) If the claimant agrees to any of the named medical experts stated in the potential defendant's letter of reply referred to in sub-paragraph (c) above, the claimant shall instruct a mutually agreeable medical expert in each of the relevant specialty by sending the expert a letter of instruction within **14 days** in accordance with sub-paragraph (a) above. The letter of instruction must be copied to the potential defendant and the claimant may as a matter of best practice, comply with sub-paragraph (b) above on the use of Form 5 or Form 5A. The medical expert mutually agreed upon by both parties and instructed by the claimant shall be referred to as the 'single joint expert'.

(e) If the claimant objects to all the listed medical experts in the potential defendant's letter of reply (referred to in sub-paragraph (c) above) for any of the relevant specialty, both parties may then instruct medical experts of their own choice for each relevant specialty that parties are unable to agree upon.

(f) If the claimant or the potential defendant fails to reply or fails in his reply to object to any of the medical experts listed in the other party's letter within the timeline stipulated by this protocol, the party who fails to reply or to object is deemed to have agreed to the appointment of any of the medical experts stated in the other party's letter as a single joint expert.

(g) The costs of the medical examination of the claimant and medical report to be provided by the single joint expert shall be paid first by the claimant who may seek to recover the costs as part of his claim for reasonable disbursements.

(h) Either party may send to the single joint expert written questions relevant to the issues or matters on which the medical report is sought. The questions are to be copied to the other party.

(i) In the event that there is no agreement by the claimant and the potential defendant on the appointment of a medical expert and the potential defendant wishes to arrange for

the claimant to undergo a medical examination by his own medical expert, the potential defendant shall within **14 days** from the date of receipt of the claimant's letter of reply send a letter to the claimant proposing a date and time on which the claimant is to be examined by the potential defendant's medical expert. The address at which the claimant must present himself for the medical examination must also be provided.

Substantive reply to claimant

3.6 If the potential defendant replies to the claimant with only an acknowledgement of receipt, then, subject to paragraph 3.5, the potential defendant shall within **8 weeks** from the date of receipt of the letter of claim, reply to the claimant substantively. For this purpose, the following provisions will apply:

(a) The reply shall also indicate whether the insurer is defending the claim or whether the defendant is defending the claim personally. Reasons for the insurer's decision not to act must be provided.

(b) Subject to sub-paragraph (d) below, the reply must state the potential defendant's position on the claim on both liability and quantum (e.g. whether the claim is admitted or denied) or make an offer of settlement. If the claim is not admitted in full, the potential defendant must give reasons and send copies of all relevant supporting documents.

(c) The potential defendant must also provide any of the relevant documents listed under paragraph 2.6. If the potential defendant's insurer is the party replying to the claimant, the reply shall also state the name(s), telephone number(s) and fax number(s) of the insurance officer(s) handling the matter and the insurer's file reference number(s), to facilitate correspondence.

(d) Pending the receipt of the medical report from the medical expert appointed under paragraph 3.5 and/or inspection report of the claimant's vehicle pursuant to paragraph 3.3 (as the case may be), the reply shall state the potential defendant's position on liability and his preliminary position on quantum or, if he is unable to do so, reserve his position on quantum. Within **14 days** of receipt of the medical report from the medical expert and/or the inspection report of the claimant's vehicle, the potential defendant must state his position on quantum (e.g. whether the quantum claimed is admitted or denied) or make an offer of settlement.

3.7 If the claimant does not receive the potential defendant's substantive reply to his letter of claim within the requisite **8 weeks** stipulated in paragraph 3.6, he may commence proceedings without any sanction by the Court.

4. Counterclaim

4.1 If the potential defendant has a counterclaim, he must include it in his reply, giving full particulars of the counterclaim together with all relevant supporting documents. If the potential defendant is pursuing his counterclaim separately, i.e. his insurer is only handling his defence but not his counterclaim, the potential defendant must send a letter to the claimant giving full particulars of the counterclaim together with all relevant supporting documents within **8 weeks** from receipt of the letter of claim. If the defendant has already furnished particulars in a separate letter of claim, he need only refer to that letter of claim in his reply.

4.2 Where the counterclaim includes a personal injury, paragraphs 2 and 3 above shall apply with the necessary modifications.

4.3 The letter of claim and the responses are not intended to have the effect of pleadings in the action.

5. Third parties

5.1 Where a potential defendant wishes to bring in a third party, he must inform the claimant and the other potential defendants by letter within **14 days** of the receipt of the letter of claim, together with his acknowledgement of receipt of the claimant's letter of claim. The potential defendant shall send to the third party and his insurer a letter each setting out full particulars of his claim against the third party together with a copy each of the claimant's letter of claim and all relevant supporting documents within the same period. If the claim against the prospective third party includes personal injuries, paragraphs 2 and 3 shall apply with the necessary modifications. The potential defendant's letter to the third party must also expressly advise the third party to immediately pass the letter and the documents to his insurer if he wishes to claim under his insurance policy. This letter must be copied to the claimant.

5.2 The protocol set out in paragraphs 2, 3 and 4 is applicable to the third party or, if he is claiming under his insurance policy, his insurer, as though the potential defendant were the claimant, and the third party or his insurer were the potential defendant, as the case may be.

6. Fourth parties

6.1 Paragraph 5 shall apply with the necessary modifications to fourth party proceedings and so on. All correspondences between the parties are to be copied to all the other parties involved in the accident.

7. Medical reports

7.1 Subject to any litigation privilege, any party who receives a medical report from his medical expert or the single joint expert must within **7 days** of its receipt send a copy of the report to all other parties or potential parties. For the avoidance of doubt, these are medical reports which the parties intend to rely on for the purpose of litigation and neither party need disclose the other medical reports that he is not relying on.

8. Other information and documents

8.1 Any party who subsequently receives any information or document that was previously unknown or unavailable must, within **7 days** of the receipt, provide each of the other parties or potential parties with that information or document.

9. Right of parties to appoint another medical expert after a single joint expert has been appointed

9.1 For the avoidance of doubt and subject to paragraph 13 of this protocol, the appointment of a single joint expert or the deemed consent to the appointment of a single joint expert under paragraph 3.5(f) does not preclude any party from subsequently obtaining and/or relying on a report of a separate medical expert of his choice.

10. Negotiation

10.1 After all the relevant information and documents have been exchanged or as soon as it is practicable, the parties shall negotiate with a view to settling the matter at the earliest opportunity. Litigation should not be commenced prematurely if there are reasonable prospects for a settlement. If, after reasonable effort has been made to settle the matter, but there are no reasonable prospects of settlement after a time period of **at least 8 weeks** from the date of receipt of the letter of claim, save where paragraphs 3.4 and 10.2 apply, the claimant may commence legal action after giving —

(a) 2 clear days' notice (in Form 3) **by fax or e-mail** to the potential defendant, where the potential defendant is an insurer; or

(b) 7 clear days' notice (in Form 3) by **certificate of posting** to the potential defendant, where the potential defendant is not an insurer.

10.2 Where the claimant has earlier given notice that a final offer was being made, and legal proceedings would be commenced in the event that the potential defendant did not accept it within a given time period, Form 3 need not be sent.

11. Interim payment

11.1 The claimant may in his letter of claim or in a letter sent at any time subsequent thereto, seek an interim payment of damages from the potential defendant. The claimant must state the in his letter —

(a) the amount he is seeking as interim payment; or

(b) where the interim payment is sought specifically for anticipated expenses (e.g. surgery or a course of physiotherapy), an estimate of the expenditure to be incurred,

and provide any supporting documents which have not already been furnished to the potential defendant.

11.2 The potential defendant must reply to the claimant within **14 days** of receipt of the letter, stating whether or not the request for interim payment is acceded to and the amount offered. Reasons must be given in the reply if the request is not acceded to in full. Any sum which the potential defendant offers as an interim payment, regardless as to whether the request is acceded to in full or in part, shall be paid to the claimant within **28 days** of the potential defendant's reply.

11.3 Notwithstanding the making of or the refusal to make an interim payment, a further or subsequent request may be made to the potential defendant and/or a subsequent application may be made to Court for interim payment under the provisions of the Rules of Court.

11.4 Where the claimant has commenced an action in Court, the Court may in exercising its powers and discretion (including but not limited to costs), have regard to the reasonableness of any pre-writ request for interim payment, the potential defendant's response thereto and the adequacy of such payment (if any).

12. Costs Guidelines

12.1 Where parties have settled both liability and quantum before any action is commenced, a claimant who has sought legal advice and assistance to put forward his claim will have incurred costs. As a guide, where the sum settled (excluding interest if any) is less than $20,000, the pre-trial costs should be between $1,500 and $2,500.

12.2 Where after commencing an action, both liability and quantum are settled by the parties or decided by the Court (as the case may be) and the sum that is —

(a) settled;

(b) awarded, where the Plaintiff is successful; or

(c) claimed, where the Plaintiff is unsuccessful,

is less than $20,000 (excluding interest, if any), the Court will, in general award costs based on the guidelines below:

Stage of proceedings	**Costs allowed (exclusive of disbursements)**
Upon filing of writ	$1,800-$2,800
Upon signing of affidavits of evidence-in-chief	$2,500-$4,200
Upon setting down for trial	$3,000-$4,500
1st day of trial or part thereof	$4,000-$5,000
Subsequent day of trial or part thereof/ Assessment of damages	Up to $1,000 per day or part thereof

13. Costs in respect of appointment of medical experts

13.1 If, notwithstanding the provisions of this protocol, the claimant and the potential defendant or the insurer of the potential defendant choose to —

(a) appoint separate medical experts; or

(b) appoint a separate medical expert even though a single joint expert has been appointed,

the Court shall decide whether the costs of and incidental to the appointment of any of the additional medical experts should be recoverable.

13.2 In exercising its discretion in cases where the settled sum or the Court's adjudication on quantum falls within the jurisdiction of a Magistrate's Court before the apportionment of liability (but excluding interests), the Court shall have regard to all the relevant factors including but not limited to any or all of the following factors:

(a) the complexity of the injuries;

(b) the complexity of the claim in respect of loss of earning capacity and/or loss of future earnings;

(c) whether a party has acted unreasonably in objecting to the other party's proposed medical expert;

(d) whether a party had incurred unnecessary costs in appointing a separate medical expert even though a single joint expert has been appointed.

14. Exceptions

14.1 The Court will not impose sanctions on the claimant where there are good reasons for non-compliance with any of the provisions of this protocol. Such good reasons include, but are not limited to, the fact that attempts were made by the parties to resolve the claim through the Singapore Mediation Centre or the Law Society of Singapore's Arbitration Scheme.

14.2. The protocol prescribes the timelines to be given to a potential defendant to investigate and respond to a claim before proceedings are commenced. This may not always be possible where a claimant only consults his lawyer close to the end of any relevant limitation period. In such a case, the claimant must give as much notice of the intention to commence proceedings as practicable and the parties shall consider whether the Court might be invited to extend time for service of the pleadings or alternatively, to stay the proceedings while the requirements of this protocol are being complied with.

15. Early agreement on liability

15.1 Where parties have agreed on the issue of liability prior to the commencement of proceedings and wish to issue a writ in order for damages to be assessed, the plaintiff must file a writ endorsed with a simplified statement of claim. If no appearance is entered after the writ is served, the plaintiff may, in the manner prescribed under the Rules of Court, proceed to enter default interlocutory judgment and take out a summons for directions for the assessment of

damages. If an appearance is entered, the plaintiff may take out a summons for interlocutory judgment to be entered and for directions for the assessment of damages.

16. Pre-action protocol checklist wherever litigation is necessary

16.1 Where litigation is to commence, the claimant must file, together with his writ of summons, a Pre-Action Protocol Checklist (in Form 4) duly completed. This paragraph applies with the necessary modifications to any counterclaim or any claim against any third, fourth and subsequent parties.