



CONSTRUCTION CASE LAW UPDATE SEMINAR 2009

Date : 07 NOV 2009, Saturday
Venue : SIA THEATRETTE - LEVEL 1
Time : 9.00AM-12.00PM

8.30am	Registration
9.00am	Welcome Remarks by SIA
9.05am	Design & Drawings - <i>Jurong Town Corp v Sembcorp Engineers and Constructors Pte Ltd [2009] SGHC 93</i> - <i>Jaya Sarana Engineering Pte Ltd v GIB Automation Pte Ltd [2009] SGHC 122</i>
9.45am	Tea Break
10.00am	Subcontracts & Supply Contracts - <i>Performance bond - Leighton Contractors (Singapore) Pte Ltd v J-Power Systems Corp and Another [2009] SGHC 7</i> - <i>Res judicata: principle to prevent a "re-trial" of claims - Teo Chin Lam v Lead Management Engineering & Construction Pte Ltd [2009] SGHC 23</i> - <i>Right to terminate after mutual breach - Alliance Concrete Singapore Pte Ltd v Comfort Resources Pte Ltd [2009] SGCA 34</i>
11.00am	SOP - <i>Taisei Corp v Doo Ree Engineering & Trading Pte Ltd [2009] SGHC 156</i> - <i>Doo Ree Engineering & Trading Pte Ltd v Taisei Corp [2009] SGHC 218</i>
11.45am	Questions & Answers
12.00pm	End

SYNOPSIS

Several interesting cases have been selected for this seminar on construction law case up-date. Seven cases will be examined covering three main topics of (a) design & drawings; (b) sub-contracts and supply contracts; and (c) SOP matters.

In *JTC v Sembcorp Engineers and Constructors Pte Ltd*, the court in a long judgment interpreted several provisions of the PSSCOC. In particular, the decision touched on the impact of approval of drawings produced by the Contractor, the scope of design responsibility when a contractor proposed a change in design and the applicable design standards. In the second case of *GIB Automation*, the matter before the court was the issue of inadequate drawings and the responsibility for abortive and additional work.

Under the topic of subcontracts and supply contracts, the principles against the successful call made on on-demand bonds that are applicable in Singapore but not in the UK are defined. In particular, the court, in *Leighton Contractors*, defined the concept of "unconscionability" after a survey of earlier cases. In a rare case of *Teo Chin Lam*, the parties fought on the pure legal principle of *res judicata*. The last case in this topic hails from the Court of Appeal. In *Alliance Concrete*, the Court of Appeal laid down the guidelines for the termination of contracts including the situation where both parties have already committed breaches of contract.

The last category comprises two cases involving the same parties in applications before the adjudicator that subsequently went to the courts. In both cases, the application by the subcontractor as claimants did not succeed against the main contractor as respondents. It concerns the non-compliance of time lines laid down by the SOP Act and the making of a "repeat payment claim".

SIA Member	S\$ 50.00
BOA/CIJC Member	S\$ 75.00
Non-Member	S\$ 100.00

BOA-SIA CPD Accreditation **6 points**

Dr Asanga Gunawansa is an Attorney-at-Law of the Supreme Court of Sri Lanka. He holds a Ph.D. in law from the National University of Singapore (NUS) and a LL.M in International Economic Law from the University of Warwick, United Kingdom.



He is an Associate Member of the Executive Committee of the Asia Pacific Centre for Environmental Law. He is also a member of the Editorial Committee of the International Journal of Law in the Built Environment. His teaching and research areas include construction law, dispute resolution, project finance law, International environmental law, and the legal aspects of sustainable development.

Prior to joining NUS, Dr. Gunawansa worked for over six years as a Legal Officer for two agencies of the United Nations Organization. From 1993 to 2000, Dr. Gunawansa worked for the Govt. of Sri Lanka as a State Counsel attached to the Department of the Attorney General. Dr. Gunawansa has presented many papers at international conferences and seminars in the areas of construction law and legal aspects of sustainable development. He is the joint author of the "Asia Pacific Construction Law Case Book Series".

Dr Philip Chan, an Associate Professor, teaches *construction law* and *arbitration* at the *Department of Building, School of Design and Environment, National University of Singapore [NUS]*.



He is the Deputy Head (Academic) of the department, the Programme Director of the Joint King's College, London [KCL] - NUS MSc in construction law and dispute resolution and the Co-Director of the Centre for Project Management and Construction Law. Outside the university, he is a Deputy President of the Singapore Strata Titles Board.

He is also a General Editor of the *Asian International Arbitration Journal* and a member of the Editorial Advisory Board and Correspondent of the *International Construction Law Review*.

Dr Chan is a practising arbitrator and an advocate and solicitor of the Supreme Court of Singapore. He is also a Fellow of the *Singapore Institute of Arbitrators* (SIArb). In the world of books, he is the author of four books and the co-author of six books including Volume Two of the *Halsbury's Laws of Singapore* [Arbitration, Building and Construction] the original edition and the 2003 Reissue edition. His latest book is entitled "*Statutory Adjudication in Singapore: the Act, Standard Forms and Determinations*" and was released in December 2008. He writes regularly in the newsletter of the SIArb.

In the quest to disseminate knowledge, Dr Chan has delivered more than 140 conference/seminar papers and conducted numerous in-house training programs on matters pertaining to standard form contracts and other areas of construction law and dispute resolution including arbitration.

REGISTRATION FORM

CONSTRUCTION CASE LAW UPDATE SEMINAR 2009 - Saturday, 07 Nov 2009 - 9am to 12pm - SIA Theatre - Level 1

(All seminar fees are inclusive of GST)

SIA Member	S\$ 50.00
BOA/CIJC Member	S\$ 75.00
Non-Member	S\$ 100.00

Closing Date for Registration **30 Oct 2009**

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PARTICULARS

Name: _____

(please underline Surname)

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Fees paid are non-refundable under all circumstances. Replacement of participant will be allowed only if written notification is made at least 7 days before the event.

Where a Non-Member replaces a Member (must be from the same organisation) the fee difference will have to be made good to SIA prior to the event.

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PAYMENT OPTIONS

Please tick your payment mode:

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Please indicate your name and company/institution (if any) and seminar date/title on the back of the cheque.

[] By Cash

You can drop by the SIA office to make cash payment between 9.30 am - 5.30 pm on weekdays.

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* All registration will be on a First-Come-First-Served basis and will be accepted upon receipt of registration form and payment to SIA. Registration by fax will only be confirmed upon receipt of payment.

Cheque payment for this activity should not be combined with payment for other SIA events/courses.

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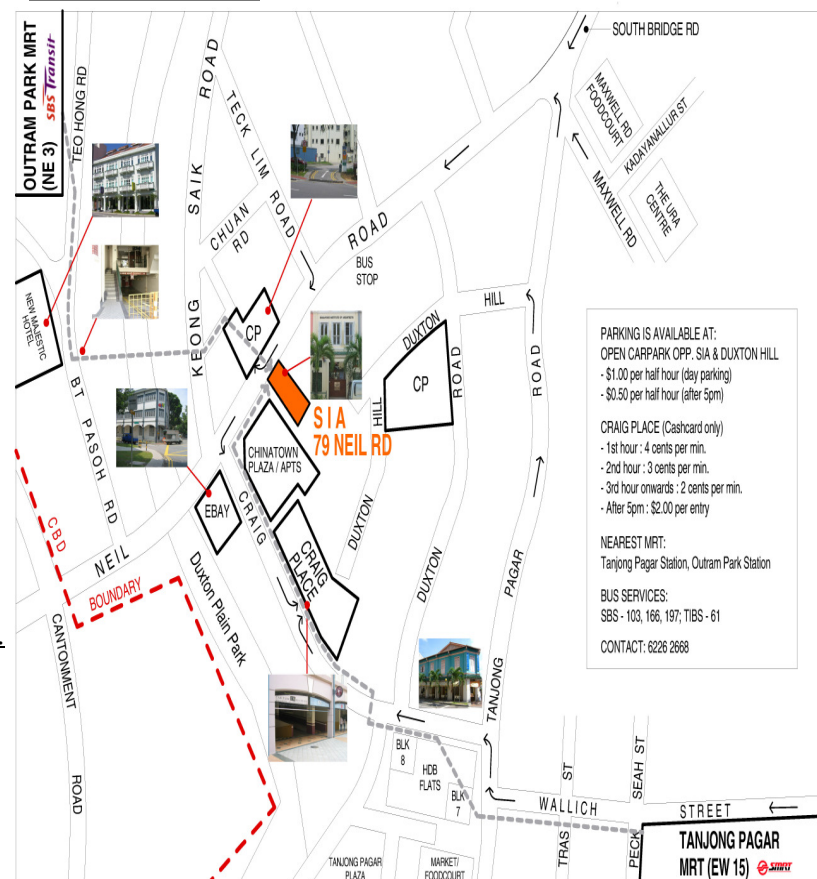
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LOCATION MAP



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