

## SUPREME COURT OF SINGAPORE

3 March 2020

### Case summary

#### Singapore International Commercial Court Suit No 3 of 2017

DyStar Global Holdings (Singapore) Pte Ltd v Kiri Industries Ltd and others

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#### Decision of Kannan Ramesh J, Roger Giles IJ and Anselmo Reyes IJ

Outcome: USD 678,480.50 in damages payable by the defendants to the plaintiff, inclusive of interest calculated from the dates of accrual of loss. Costs of S\$245,877.52 to the plaintiff, comprising professional costs and disbursements.

#### Background

The judgment concerned interest on damages payable by the defendants to the plaintiff and the costs payable to the plaintiff.

The plaintiff, DyStar Global Holdings (Singapore) Pte Ltd (“DyStar”), was a joint venture company in the dye industry. In *DyStar Global Holdings (Singapore) Pte Ltd v Kiri Industries Ltd and others and another suit* [2018] 5 SLR 1 and *Senda International Capital Ltd v Kiri Industries Ltd and others and another appeal* [2019] 2 SLR 1, it was held that Kiri Industries Limited (“Kiri”), the first defendant, had breached non-compete and non-solicitation provisions in the agreement governing the conduct of the joint venture (the “SSSA”), and interlocutory judgment was entered in favour of DyStar for damages to be assessed. The breaches related to three customers to whom DyStar sold dyes: FOTL in Morocco; Hayleys in Sri Lanka; and Brandix also in Sri Lanka.

Subsequently, in *DyStar Global Holdings (Singapore) Pte Ltd v Kiri Industries Ltd and others* [2020] SGHC(I) 01, the Court decided the bases of the assessment of damages for the breaches. The parties were directed to prepare an agreed statement of damages calculated in conformity with the Court’s reasons, together with interest. The Court also directed the exchange of written submissions on costs, with costs to be determined on the basis of the written submissions.

#### The Court’s decision

The quantum of damages before interest was agreed. There was disagreement on the date from which interest should run. The plaintiff claimed interest from various “value dates” standing for the dates of accrual of loss. The defendant said that there had been unwarranted delay in bringing the proceedings and interest should run only from the date they were brought, and did not accept the value dates as the dates on which the losses arose.

The Court did not accept that there had been unwarranted delay (at [8] and [9]). It considered that the value dates were appropriate as sensible and practical dates for incurring of losses accruing over a period of time (at [10]).

The Court declined to assess costs by regard to the guideline in Appendix G to the Supreme Court Practice Direction for a hearing for assessment of damages in non-motor accident cases. It noted the place of reasonable costs under the O 110 r 46 regime in proceedings in

the SICC, and assessed costs reasonable and proportional to the amount at stake (at **[14]** and **[17]**).

*This summary is provided to assist in the understanding of the Court's grounds of decision. It is not intended to be a substitute for the reasons of the Court. All numbers in bold font and square brackets refer to the corresponding paragraph numbers in the Court's grounds of decision.*