

IN THE INTERMEDIATE COURT OF BRUNEI DARUSSALAM

HOLDEN AT BANDAR SERI BEGAWAN

ICCS/COM/34/2022

Abdul Razak Holdings

... Plaintiff

And

Yura Eskandar Bin PDPJ Hj Mohd Yusof

(trading under the firm name and style of Mufakat Trading Company)

... Defendant

Hazarena bte POKSJ DP Hj Hurairah

August 2026

RULING ON COSTS

party and party costs - assessment of costs - costs follow the event - judicial discretion costs - reasonable cost - reasonably incurred - reasonable amount – Proportionality - legal complexity - factual complexity - volume of documents - witness preparation - conduct of parties costs - repeated adjournments

Case cited:

- *Order 59 Appendix 1, Rules of the Supreme Court (Brunei)*

- *CYW v CYX [2023] SGHC 17*

- *Union Insurance Malaysia Sdn Bhd v Chan You Yang [2003] 3 MLJ 484*

Introduction

1. This matter concerns the assessment of the quantum of costs following the Court's judgment delivered on 15 January 2026. In the substantive proceedings, the Plaintiff commenced an action against the Defendant for recovery of rental arrears arising from a tenancy agreement. After a full trial, the Court entered judgment in favour of the Plaintiff in the sum of B\$29,011.25, together with costs, with the amount of costs to be fixed if not agreed between the parties.
2. As the parties were unable to agree on the appropriate amount of costs, the Plaintiff subsequently filed a Schedule of Costs dated 29 June 2026 claiming a total of B\$52,015.00, inclusive of disbursements. The Schedule sets out the work undertaken by the Plaintiff's solicitors from the commencement of the action through to the conclusion of the trial, including pre-action work,

preparation and filing of pleadings, case management, trial preparation, attendance at trial, and post-trial work.

3. The Defendant does not dispute that the Plaintiff is entitled to an award of costs as the successful party. Rather, the Defendant challenges the amount claimed, contending that it is excessive, unreasonable and disproportionate to the nature of the proceedings. Accordingly, the sole issue before the Court is the appropriate quantum of costs to be awarded.

Plaintiff's Submissions

4. The Plaintiff submits that the amount claimed in the Schedule of Costs represents the work reasonably and necessarily undertaken throughout the course of the litigation. It is argued that the proceedings extended over several years and involved substantial preparation, including numerous conferences with the client, drafting of pleadings, preparation of affidavits of evidence-in-chief, compilation of several bundles of documents, preparation of a Statement of Agreed Facts, witness interviews, legal research, and attendance at multiple pre-trial case management conferences and trial dates.
5. The Plaintiff further submits that the costs incurred were increased by the procedural history of the matter. In particular, several adjournments arose as a result of matters attributable to the Defendant, including changes of legal representation, applications by defence counsel to discharge themselves from acting, requests for adjournments to enable the Defendant to obtain new solicitors, and a late application for a further adjournment due to the defendant's own witness shortly before the commencement of trial. The Plaintiff argues that these events resulted in additional preparation and wasted costs which ought properly to be reflected in the costs awarded.
6. The Plaintiff therefore contends that the Schedule of Costs accurately reflects the work reasonably undertaken and that the amount claimed is justified having regard to the conduct of the proceedings as a whole.

Defendant's Submissions

7. The Defendant accepts that costs should follow the event and that the Plaintiff, as the successful party, is entitled to recover its costs. However, the Defendant submits that the amount claimed is excessive and should be substantially reduced.
8. The Defendant argues that the present case did not involve any novel or particularly complex legal issues. Reliance is placed upon paragraph 158 of the Court's judgment, in which the Court observed that the dispute ought not to have required a full trial and that the principal issue concerned accounting and calculation rather than difficult questions of law. It is therefore submitted that the proceedings cannot justify the level of costs claimed by the Plaintiff.
9. The Defendant further submits that, pursuant to Order 59 Appendix 1 of the Rules of the Supreme Court, the Court is required to consider the complexity of the proceedings, the amount involved, the work reasonably undertaken and the proportionality of the costs claimed. The Defendant contends

that the Plaintiff's claim is disproportionate when compared with both the nature of the dispute and the judgment sum ultimately awarded.

10. Finally, the Defendant submits that the authorities relied upon by the Plaintiff concern litigation involving novel or legally complex issues and are distinguishable from the present case, which is essentially a straightforward landlord and tenant dispute involving rental arrears and the calculation of sums due.

Authorities Relied Upon

11. The Defendant relies upon *Order 59, Appendix 1 of the Rules of the Supreme Court*, which sets out the factors to be considered in assessing costs. Those factors include the complexity and novelty of the matter, the skill and labour required, the importance of the proceedings, the amount in dispute, and all other relevant circumstances.
12. The Defendant also relies upon *CYW v CYX [2023] SGHC 17*, in which the Singapore High Court observed that an award of costs is intended to compensate the successful party only for costs reasonably incurred and that the assessment of costs must be guided by principles of reasonableness and proportionality.
13. In addition, the Defendant refers to *Union Insurance Malaysia Sdn Bhd v Chan You Yang [2003] 3 MLJ 484*, submitting that the case involved novel and significant legal issues and is therefore distinguishable from the present proceedings, which did not raise comparable questions of law.

Courts findings

14. Having considered the parties' respective submissions, the issues for determination are relatively narrow.
15. The first issue is whether the Plaintiff's claimed costs of B\$52,015.00 are reasonable and proportionate having regard to the principles governing the assessment of costs under Order 59 of the Rules of the Supreme Court.
16. The Plaintiff argued that the Court should not merely compare the costs claimed against the judgment sum recovered. Rather, the Court should consider the actual work reasonably undertaken throughout the proceedings, as contemplated by Order 59 Appendix 1.
17. First, the Plaintiff submits that the proceedings extended over approximately four years from the commencement of the action until judgment. During that period, the Plaintiff's solicitors undertook substantial work, including advising the client, issuing the letter of demand, drafting the pleadings, amending the pleadings, preparing discovery, compiling several common and supplementary bundles, drafting the Statement of Agreed Facts, preparing affidavits of evidence-in-chief and rebuttal affidavits, interviewing witnesses, conducting legal research and attending numerous case management conferences before ultimately conducting a multi-day trial. The Plaintiff contends that these items represent genuine work undertaken and are properly reflected in the Schedule of Costs.

18. Secondly, the Plaintiff submits that much of the additional work arose because of the Defendant's conduct. The proceedings were delayed by several adjournments arising from the Defendant's changes in legal representation, the application by former defence counsel to discharge themselves, the Defendant's request for additional time to obtain new solicitors, and a further adjournment application made shortly before the commencement of trial because the defendants own and only witnesses could or would not attend trial. Each adjournment required the Plaintiff to prepare for hearings that ultimately did not proceed, re-engage witnesses and incur additional legal costs. The Plaintiff therefore argues that the Defendant should not now complain that the overall costs have increased where a significant portion of those costs resulted from the Defendant's own procedural conduct.
19. Thirdly, the Plaintiff submitted that the amount in dispute should not be viewed solely by reference to the judgment sum ultimately awarded. At the commencement of proceedings, the Plaintiff claimed approximately B\$58,000 in rental arrears, and the Defendant disputed liability entirely. The issues included the interpretation of the rental incentive scheme, the legal effect of the COVID-19 rental concessions, waiver, estoppel, contractual variation, and the proper calculation of rental arrears. These issues required documentary analysis extending over several years of rental payments and correspondence. The Plaintiff may therefore contend that, although the Court ultimately characterised the dispute as largely one of accounting, the litigation nevertheless required significant factual preparation and legal analysis before the issues could be resolved.
20. Finally, the Plaintiff submits that Order 59 is intended to compensate the successful litigant for costs reasonably incurred in prosecuting its claim. The Plaintiff argues that the Schedule of Costs reflects work actually performed and should not be substantially reduced merely because the judgment recovered was less than the amount originally claimed.
21. The Defendant submits that the Court's discretion under Order 59 is not to indemnify every dollar spent by the successful party but to award costs that are fair, reasonable and proportionate in all the circumstances.
22. The Defendant first argues that the claimed costs of B\$52,015.00 are disproportionate when viewed against both the nature of the proceedings and the judgment sum of B\$29,011.25. Although costs do not necessarily bear a direct mathematical relationship to the amount recovered, the Defendant submits that it would be unreasonable for the recoverable costs to substantially exceed the damages awarded. Such an outcome would undermine the principle of proportionality recognised in Order 59 and in *CYW v CYX [2023] SGHC 17*, where the Court emphasised that costs should compensate only for expenses reasonably incurred and should remain proportionate to the proceedings as a whole.
23. Secondly, the Defendant relied on paragraph 158 of the judgment, where this Court observed that the dispute "ought never to have required a full trial" and that the central issue was "not a complex question of law but largely one of accounting and calculation". The Defendant argues that the Court has already determined that the litigation did not involve novel or particularly difficult legal questions. It therefore follows that the costs should reflect the relatively straightforward nature of the dispute rather than the amount of work actually undertaken by the Plaintiff's solicitors.
24. Thirdly, the Defendant submits that several items claimed in the Schedule of Costs appear to overlap. Separate amounts are claimed for pleadings, case management, trial preparation, adjournments,

getting up for trial and the trial itself. The Defendant argues that some of these activities would ordinarily form part of the overall conduct of litigation and should not necessarily attract separate substantial allowances. The Court should therefore scrutinise each item carefully to avoid duplication and overcompensation.

25. Fourthly, the Defendant contends that the authorities relied upon by the Plaintiff concern cases involving genuinely novel or complex legal issues. By contrast, the present case involved the interpretation of a tenancy arrangement and the calculation of rental arrears. The Defendant submits that *Union Insurance Malaysia Sdn Bhd v Chan You Yang* involved significant legal developments which justified unusually high costs, whereas the present matter raises no comparable issues.
26. Finally, the Defendant argued that Order 59 requires the Court to balance all the relevant factors, including the complexity of the proceedings, the amount involved, the importance of the issues and the work reasonably undertaken. The Defendant submits that while the Plaintiff is entitled to recover reasonable costs, the amount claimed should be reduced to reflect what was objectively necessary for the fair conduct of the litigation rather than every item of work actually performed.
27. Turning to the present case, I am not persuaded that the Plaintiff's claim for B\$52,015.00 is entirely reasonable or proportionate. As I observed in my substantive judgment, this litigation was neither legally nor factually complex. The central dispute concerned the proper calculation of rental payable under the tenancy agreement and, whilst issues such as waiver and estoppel arose, they did not involve novel or difficult questions of law. Indeed, I had previously observed that the matter ought not to have required a full trial and was, in substance, largely one of accounting and calculation.
28. I also accept the Defendant's submission that the amount claimed is disproportionate when compared to both the nature of the proceedings and the judgment sum ultimately awarded. Although there is no requirement that costs bear a direct mathematical relationship to the amount recovered, the quantum claimed remains a relevant consideration in assessing whether the costs sought are reasonable and proportionate.
29. That said, this is not the end of the matter. I cannot ignore the procedural history of these proceedings. The Plaintiff was required to incur additional costs arising from the Defendant's repeated applications for adjournment, changes in legal representation and the consequent delays to the trial. Those circumstances inevitably resulted in duplicated preparation, further attendances before the Court and additional work which would not ordinarily have been necessary had the proceedings progressed in a timely manner. In my view, those additional costs were reasonably incurred and ought to be reflected in the overall assessment.
30. Ultimately, the purpose of an award of party-and-party costs is neither to reimburse every expense incurred by the successful party nor to penalise the unsuccessful party. Rather, the Court must strike a balance by awarding a sum that fairly compensates the successful litigant for costs reasonably and necessarily incurred, whilst ensuring that the award remains proportionate to the nature, complexity and value of the proceedings. It is against those principles that I assess the Plaintiff's Schedule of Costs.
31. The second issue is whether the nature of the proceedings, including the legal and factual issues involved, was sufficiently complex to justify the level of costs claimed by the Plaintiff.

32. The Plaintiff submits that although the dispute arose from a tenancy agreement, the proceedings involved a number of legal and factual issues which required extensive preparation. The Defendant, on the other hand, contends that the matter was essentially a straightforward rental arrears claim which did not involve novel or difficult questions of law and therefore cannot justify the substantial costs claimed.
33. The Plaintiff submits that the Court should assess complexity by considering the litigation as a whole rather than merely by reference to the ultimate findings in the judgment.
34. First, the Plaintiff argues that the proceedings extended beyond a simple claim for unpaid rent. The Defendant disputed not only the amount of rental arrears but also the legal basis upon which those arrears were calculated. The parties disagreed over the interpretation of the rental incentive scheme, whether the reduced rental amounted to a permanent variation of the tenancy agreement, whether the Plaintiff had waived its entitlement to claim the full contractual rent by accepting reduced payments over an extended period, whether the Plaintiff was estopped from asserting a higher rental, the legal effect of the temporary COVID-19 rental concessions, and the proper treatment of the security deposit and various payments made by the Defendant. These issues required consideration of both contractual principles and equitable doctrines before liability could be determined.
35. Secondly, the Plaintiff submits that the factual issues were extensive. The Court was required to examine the parties' dealings over several years, including numerous rental payments, statements of account, receipts, demand letters, correspondence relating to the rental incentive scheme, COVID-19 concessions and the chronology of payments made by the Defendant. Determining the amount ultimately payable required detailed examination of documentary evidence and reconciliation of competing calculations advanced by the parties.
36. The Plaintiff further argues that substantial witness preparation was required. Three witnesses were called on behalf of the Plaintiff and one witness on behalf of the Defendant. Affidavits of evidence-in-chief and rebuttal affidavits were prepared, together with several bundles of documents, supplementary bundles and a Statement of Agreed Facts. The preparation and presentation of this evidence required considerable time and effort on the part of the Plaintiff's solicitors.
37. Finally, the Plaintiff submits that the complexity of litigation should not be assessed solely by whether the legal principles were novel. Even where the applicable law is settled, a dispute involving extensive documentary evidence, numerous factual disputes and multiple issues requiring determination may properly justify significant preparation and corresponding legal costs.
38. The Defendant submits that the proceedings did not involve any novel or particularly difficult legal issues and that the Plaintiff seeks to characterise an ordinary landlord and tenant dispute as more complex than it truly was.
39. The Defendant again pointing out paragraph 158 of the Court's judgment the Defendant submits that this finding is inconsistent with the Plaintiff's assertion that the proceedings involved a degree of complexity.
40. The Defendant further submits that the applicable legal principles were well-established. The dispute concerned the interpretation of a tenancy agreement, the operation of a rental incentive scheme and the calculation of rental arrears. While issues such as waiver and estoppel were pleaded, these are

familiar legal concepts regularly applied by the courts and did not involve any unsettled or developing areas of law. The Defendant therefore argues that the proceedings lacked the degree of novelty or legal difficulty that would justify a particularly high costs award.

41. The Defendant also argues that much of the documentary evidence consisted of routine commercial documents, including tenancy documents, rental receipts, demand letters and statements of account. Although numerous documents were produced, the Defendant submits that the volume of documentation alone does not necessarily render proceedings legally or factually complex. Rather, the central dispute remained the calculation of rental payable under the agreed contractual arrangements.
42. Finally, the Defendant distinguishes authorities relied upon by the Plaintiff concerning cases involving novel legal principles. It submits that *Union Insurance Malaysia Sdn Bhd v Chan You Yang* involved significant legal developments affecting insurance law and third-party claims, whereas the present proceedings raised no comparable legal questions. Accordingly, the Defendant argues that the complexity of this matter falls well below that ordinarily associated with substantial costs awards.
43. Turning to the second issue, I am likewise not persuaded that the nature of the proceedings was sufficiently complex to justify the level of costs claimed by the Plaintiff.
44. In assessing the complexity of the proceedings, it is important to distinguish between legal complexity and factual complexity. While a matter may involve settled legal principles but require extensive factual investigation, documentary analysis or witness evidence, that was not the position in the present case. As I observed in my judgment, the issues before the Court were neither legally nor factually complex. The dispute did not involve any novel questions of law or unsettled legal principles. Rather, the principal issues concerned the parties' respective rights and obligations under the tenancy agreement, the operation of the rental incentive scheme, and the proper calculation of the rental arrears. Although the parties raised issues relating to waiver and estoppel, these were well-established legal principles applied to the particular facts of the case and did not require any specialised or complex legal analysis.
45. Further, I am not convinced that the factual issues were unusually extensive. Whilst there was documentary evidence spanning a period of the tenancy, much of that material consisted of tenancy documents, receipts, statements of account and correspondence relating to rental payments. Ultimately, once the Court determined the parties' contractual rights, the dispute became largely an exercise of reconciling the accounts and determining the amount properly payable. Indeed, not all of the witnesses whose evidence had been prepared were ultimately required to testify, further illustrating that the factual issues were capable of being narrowed as the trial progressed.
46. I have also considered the number of issues requiring determination, the volume of documentary evidence, the extent of witness evidence, and the degree of preparation reasonably necessary for trial. These matters were addressed at length in the substantive judgment. Whilst the proceedings undoubtedly required preparation by both parties, the issues to be determined were relatively confined and did not involve specialist legal knowledge or particularly intricate factual disputes. Any additional work undertaken by the Plaintiff arose largely from the procedural history of the proceedings, rather than from the inherent complexity of the underlying dispute.

47. Accordingly, whilst I accept that the Plaintiff's solicitors undertook a considerable amount of work in preparing and presenting the case, the complexity of the proceedings does not, in my view, justify the quantum of costs claimed. Most of the work undertaken was reasonably necessary in the conduct of the litigation, but that does not inevitably mean that the amount claimed is itself reasonable. The Court must distinguish between work that was properly undertaken and the level of costs sought for that work. Having regard to the true nature of the issues before the Court, I agree with the Defendant that the costs claimed are higher than can reasonably be justified by the complexity of the proceedings.
48. The third issue is the extent to which the procedural history of the proceedings, including the various adjournments, changes in legal representation and delays attributed to the Defendant, should be taken into account in assessing the appropriate amount of costs.
49. I accept that the procedural history of these proceedings is a relevant consideration in the assessment of costs under Order 59. The chronology of the proceedings demonstrates that the Plaintiff incurred additional work and expense as a result of repeated adjournments, changes in the Defendant's legal representation and delays in the progress of the trial.
50. The Defendant was afforded ample opportunity to prepare his case and to make the necessary arrangements for legal representation and the attendance of his witnesses. Despite this, the proceedings were repeatedly delayed by matters attributable to the Defendant. These included the application by his former solicitors to discharge themselves shortly before the first trial date, the subsequent adjournment sought to enable the Defendant to obtain new legal representation, and the later application for a further adjournment arising from the unavailability of the Defendant's principal witness. On each occasion, the Plaintiff had attended court prepared to proceed and was required to incur additional costs arising from aborted hearings and revised trial preparation.
51. I therefore agree with the Plaintiff that a significant proportion of the additional work undertaken was caused by the Defendant's conduct rather than by the complexity of the dispute. It is reasonable to expect that the Plaintiff would have had to revisit its trial preparation, liaise again with its witnesses, confer further with its client and attend additional hearings as a consequence of the repeated adjournments. Those are costs which would not ordinarily have been incurred had the proceedings progressed as originally scheduled.
52. However, that does not mean that every item of additional work claimed by the Plaintiff should automatically be allowed. The Court must still scrutinise whether the extent of the work undertaken was objectively reasonable in the circumstances. Whilst repeated preparation was inevitable, I am not persuaded that it necessarily justified the full extent of the costs claimed under the various heads of the Schedule. There remains an obligation on the Court to ensure that the costs allowed reflect work that was reasonably necessary, and not every attendance, conference or item of preparation can simply be accepted without careful examination.
53. I also bear in mind that certain aspects of the Defendant's conduct have already been the subject of specific interlocutory costs orders, including the award of thrown-away costs following the adjournment in December 2024 and the fixed costs order of B\$4,000 arising from the adjournment in April 2025. Those orders were intended to compensate the Plaintiff for the costs occasioned by those particular adjournments. It would therefore be inappropriate for the Plaintiff to recover those same

costs again through the present assessment. Care must be taken to avoid any duplication in the costs awarded.

54. Accordingly, whilst I accept that the Defendant's conduct materially increased the Plaintiff's costs and that this should be reflected in the overall assessment, I am not satisfied that the entirety of the additional work claimed was reasonably necessary or remains uncompensated. The procedural history is therefore a factor weighing in favour of an enhanced costs award, but only to the extent that the additional work has not already been compensated by earlier orders and is otherwise reasonable and proportionate in the circumstances.
55. Finally, the Court must determine whether the individual items contained in the Plaintiff's Schedule of Costs represent work that was reasonably undertaken and reasonably quantified, and, having regard to all the circumstances of the case, what amount of costs would fairly compensate the successful Plaintiff without resulting in overcompensation.
56. The Plaintiff submits that each item contained in the Schedule of Costs reflects work that was reasonably undertaken in the proper conduct of the proceedings and that the amounts claimed are commensurate with the time, labour and responsibility involved. The Defendant, however, contends that several items are excessive, duplicative or disproportionate, and that the Court should carefully scrutinise each head of claim to ensure that only reasonable costs are recovered.
57. The Plaintiff submits that the Schedule of Costs provides a detailed breakdown of the work undertaken throughout the litigation and demonstrates that each item was reasonably necessary for the advancement of the Plaintiff's case. The work claimed encompasses all stages of the proceedings, including pre-action advice and correspondence, preparation and amendment of pleadings, attendance at case management conferences, preparation of lists of documents and bundles, drafting of affidavits of evidence-in-chief and rebuttal affidavits, witness conferences, legal research, trial preparation, attendance during trial and post-trial work. The Plaintiff argues that these are the ordinary and necessary steps required in the conduct of contested civil litigation and are properly recoverable as party-and-party costs.
58. The Plaintiff further submits that the Court should assess the reasonableness of each item in the context of the proceedings as they unfolded, rather than with the benefit of hindsight following judgment. At the time the work was undertaken, the Plaintiff was required to prepare for a fully contested trial in which liability was disputed and numerous factual and legal issues remained unresolved. It was therefore necessary for counsel to prepare comprehensive documentary bundles, interview witnesses, undertake legal research and be fully prepared to address every issue raised by the defence.
59. The Plaintiff also submits that several items of work became necessary because of developments during the proceedings, including amendments to the pleadings, preparation of additional documentary bundles and repeated trial preparation following adjournments. Although some aspects of the work may appear similar, they were undertaken at different stages of the proceedings and served distinct purposes. Accordingly, the Plaintiff argues that the Court should not reduce the costs merely because different categories of work involved related subject matter.

60. Finally, the Plaintiff contends that an award of costs is intended to provide fair compensation to the successful litigant. While party-and-party costs do not amount to a full indemnity, they should nevertheless reflect the work reasonably undertaken in successfully prosecuting the claim. To make substantial reductions simply because the overall figure appears high would, in the Plaintiff's submission, fail to compensate it adequately for the expense of the litigation.
61. The Defendant submits that the Court should examine each item in the Schedule of Costs individually rather than accepting the Schedule as a whole. The fact that work was undertaken does not necessarily mean that all of it was reasonably necessary or that the amount claimed for each item is reasonable.
62. The Defendant argues that several categories of work appear to overlap. For example, separate claims are made for preparation of pleadings, case management, getting up for trial, trial preparation and adjournment-related preparation. While recognising that each stage of litigation involves different tasks, the Defendant submits that some of the work claimed is duplicative or forms part of the ordinary preparation that would already be compensated under another item. The Court should therefore ensure that the Plaintiff is not compensated more than once for substantially the same work.
63. The Defendant further submits that the amounts claimed under certain headings are excessive when viewed against the nature of the proceedings. In particular, the Defendant argues that this was not a legally complex matter requiring extensive specialist legal research or unusually sophisticated preparation. While the Plaintiff undoubtedly undertook work in preparing the case, the Defendant submits that the level of costs claimed exceeds what would ordinarily be regarded as reasonable for a commercial tenancy dispute.
64. The Defendant also contends that not every item of work should necessarily be recoverable from the unsuccessful party. Certain conferences between solicitors, internal discussions regarding litigation strategy and extensive legal research may have been beneficial to the Plaintiff but are not automatically recoverable if they exceed what was reasonably necessary for the conduct of the proceedings. The Court should therefore distinguish between work reasonably required for the litigation and work undertaken for the Plaintiff's own benefit.
65. Finally, the Defendant submits that party-and-party costs are intended to provide reasonable compensation rather than complete reimbursement. The Court should therefore guard against overcompensation by ensuring that the final award reflects only those costs that were reasonably and necessarily incurred, having regard to the factors set out in Order 59.
66. In assessing costs, I bear in mind that this is not a taxation of a solicitor-and-client bill but an assessment of party-and-party costs under Order 59. The Court's task is not to determine with mathematical precision whether every individual attendance, conference or piece of correspondence should be allowed or disallowed. Rather, the Court is required to exercise its discretion and determine what amount would fairly and reasonably compensate the successful party for the costs reasonably incurred in the litigation as a whole.
67. Whilst the Plaintiff's Schedule of Costs provides a useful breakdown of the work undertaken, I do not consider it necessary or appropriate in the present case to scrutinise every individual item in isolation. Many of the items are interconnected and form part of the ordinary course of conducting litigation.

Attempting to dissect each attendance, conference or piece of correspondence would risk an artificial exercise which loses sight of the broader question of whether the overall costs claimed are reasonable and proportionate.

68. Instead, I consider it more appropriate to adopt a global assessment, taking into account the nature of the proceedings, the amount in dispute, the issues determined, the work reasonably required to bring the matter to trial, the procedural history of the proceedings, and the principles of proportionality discussed earlier in this judgment.
69. Having considered those matters, I am satisfied that the Plaintiff undertook a considerable amount of work which was reasonably necessary. The proceedings were protracted, and additional preparation was required as a consequence of the Defendant's repeated adjournments and changes in legal representation. Nevertheless, for the reasons already given, I have also found that the proceedings were neither legally nor factually complex, that the issues ultimately determined were relatively confined, and that the amount claimed is disproportionate to both the nature of the dispute and the judgment obtained.
70. In those circumstances, I am not persuaded that the Plaintiff should recover the full amount claimed. Whilst the Plaintiff is entitled to be fairly compensated for the work reasonably undertaken, party-and-party costs are not intended to provide complete reimbursement of every expense incurred. Standing back and viewing the litigation as a whole, I consider that a reduction of the Plaintiff's claim is necessary to arrive at a figure that is fair, reasonable and proportionate in all the circumstances.
- 71. For the reasons above I therefore award the plaintiff \$38,000.00 in costs. The plaintiff is also entitled to receive its full disbursements in the amount of \$1,845.00.**


Hazarena bte POKSL DP Hj Hurairah
Intermediate Court Judge