



JOSEPHINE CHOO

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QUALIFICATIONS

University of London (LL.B., Hons.)
Middle Temple (Barrister-at-Law)

ADMISSIONS

Singapore Bar
English Bar

PROFILE

Josephine CHOO is a Partner in the Specialist & Private Client Disputes Practice.

She has experience in disputes involving a variety of projects, such as airport terminals and tunnelling works for rapid transit system, other civil engineering projects such as highways, commercial and residential buildings.

Josephine represents clients involved in construction and engineering projects/disputes, property disputes. She has acted for employers, developers, management corporations, engineers and contractors in different forums and is familiar with issues such as variations, acceleration, extension of time claims and prolongation claims. She also undertakes non-contentious advisory work for projects such as, drafting and advising on construction and engineering contracts, tender documents/work specifications, construction-related insurance policies/bonds/guarantees and procurement contracts/projects and providing assistance in projects administration.

Josephine's litigation practice also includes criminal law and family law. She has also acted for businesses and individuals in matters relating to the Income Tax Act, Goods and Services Tax Act and Employment of Foreign Manpower Act. She has also acted for and advised parties involved in disputes under the Companies Act, in minority oppression and also restraint of trade.

In disciplinary proceedings, Josephine has acted as defence and prosecution counsel in cases involving professionals such as lawyers, accountant, doctors and architect.

Josephine graduated from the University of London. She is admitted to the English Bar (Middle Temple) and to the Singapore Bar.

Relevant Experience:

Matters of significance in which Josephine has been involved in include acting for the following:

- PH Hydraulics and Engineering Pte Ltd in relation to an action instigated by Airtrust (Hong Kong) Ltd ("Airtrust") after the malfunctioning of the reel drive unit ("RDU") purchased from PH Hydraulics. In that seminal decision, the Court of Appeal held conclusively, for the first time, that, as a general rule, punitive damages cannot be awarded purely for breach of contract absent concurrent liability in tort.
- Boustead Singapore Limited ("Boustead"). Boustead entered into a facility agreement with Arab Banking Corporation (B.S.C) ("ABC") in 2007. Pursuant to the facility agreement, ABC issued two counter-guarantees underwriting monies guaranteed under two performance bonds by a separate bank, for a project undertaken by Boustead in Libya, totalling close to US\$19 million. When the performance bonds were called, ABC sought payment against Boustead under the counter guarantees. Boustead successfully obtained a permanent injunction in the High Court on grounds of fraud and/or unconscionability, against ABC. On ABC's appeal, the Court of Appeal upheld the injunction and decided, inter alia, that the unconscionability exception developed in the context of performance bonds, was applicable to a demand by a bank against its customer under a facility agreement.
- Global Yellow Pages Limited and Singapore River Explorer Pte Ltd, the Plaintiffs in a High Court suit against its former director and his related company. This Suit engaged complex issues regarding inducement of breach of contract and breach of directors duties, the application of the Said v Butt rule in inducement of breach of contract cases, which was recently endorsed by the Court of Appeal in PT Sandipala Arthaputra v ST Microelectronics Asia Pacific as well as the principles in Townsing Henry George v Jenton Overseas Investment Pte Ltd (in liquidation).

Related Practices

- Specialist & Private Client Disputes