

**IN THE CONSUMER CLAIMS TRIBUNAL MALAYSIA
AT KOTA KINABALU, SABAH**

CLAIM NO: TTPM-SAB-(P)-227-2011

BONA FELIX BONA F. SITAMPEK - CLAIMANT

**LEONARD LIEW KIAM HIUNG - RESPONDENT
(LEO CONSTRUCTION & SUPPLIES)**

GROUND OF JUDGEMENT

The contract works to build the Claimant's house was not completed by the Respondent. The Claimant had paid a sum of RM90,000.00 to the respondent out of a contract sum of RM101,000.00. The Respondent asked for an extra RM8,000.00 to complete the works but the Claimant refused. The Respondent's defence that he needed another RM8,000.00 to complete the works is not a legal defence. The Respondent had agreed to the contract sum and he must bear any loss if he miscalculated the contract sum in that it was not sufficient to complete the contract works.

The Claimant's claim is for RM24,000.00 being value of works not done by the Respondent and costs involved to get another contractor to complete the works left undone by the Respondent and costs of water and electricity consumed by the Respondent's workers. Though the Respondent disputed liability he did not dispute the quantum of damages claimed.

I find that the Respondent is liable for the Claimant's damages which amount I find to be reasonable sum. In view of this finding and that the counterclaim is not proved, I dismiss the counterclaim of the Respondent.

AWARD FORM 10

I therefore make the following:

1. Application Form 12 is allowed;
2. Award dated 14 November 2011 is set aside;

3. Respondent must pay RM24,000.00 to the Claimant within 14 days from the date of the Award; and
4. Counterclaim is dismissed.

DATUK DR. LAWRENCE S.H. THIEN
PRESIDENT
CONSUMER CLAIMS TRIBUNAL
MALAYSIA

Dated: 25 November 2011

