IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHCR 43

Originating Claim No 116 of 2026 (Summons No 2779 of 2026)

Between

Liew Chiap Kong

… *Claimant*

And

(1) Lim Soo Seng (Pte) Ltd
(2) Lim Kai Ling

… *Defendants*

GROUNDS OF DECISION

[Civil Procedure — Pleadings — Amendment]
[Civil Procedure — Pleadings — Further and better particulars — Whether non-amending party right to ask for more particulars of amendments]

TABLE OF CONTENTS

INTRODUCTION **1**

BACKGROUND FACTS **3**

PROCEDURAL HISTORY **7**

PARTIES' CASES **8**

DEFENDANTS' CASE 8

CLAIMANT'S CASE 13

ISSUES RAISED IN SUM 2779 ..... **19**

THE LAW **19**

GENERAL PRINCIPLES ON AMENDMENT OF PLEADINGS 19

PRINCIPLES RELATING TO PARTICULARISING PLEADINGS 23

INTERACTION BETWEEN THE LAW ON AMENDMENT OF PLEADINGS AND THE LAW ON FURTHER AND BETTER PARTICULARS 30

PRINCIPLES RELATING TO ALLEGEDLY IMMATERIAL AMENDMENTS TO PLEADINGS 36

ANALYSIS AND DECISION **41**

THE ALLEGEDLY ILL-PARTICULARISED AMENDMENTS 42

THE ALLEGEDLY IMMATERIAL AMENDMENTS 50

CONCLUSION **54**

ANNEX A: AMENDMENTS THE CLAIMANT WAS AGREEABLE TO **1**

Version No 1: 16 Nov 2026 (14:48 hrs)

ANNEX B: AMENDMENTS IN RESPECT OF WHICH THE CLAIMANT HAD REQUESTED FURTHER AND BETTER PARTICULARS.....1

ANNEX C: AMENDMENTS THE CLAIMANT OBJECTED TO.....1

Version No 1: 16 Nov 2026 (14:48 hrs)

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Liew Chiap Kong
v
Lim Soo Seng (Pte) Ltd and another

[2026] SGHCR 43

General Division of the High Court — Originating Claim No 116 of 2026
(Summons No 2779 of 2026)
AR Chong Ee Hsiun
28 September, 20 October 2026

16 November 2026

AR Chong Ee Hsiun:

Introduction

1 Since 1 April 2022, the Rules of Court 2021 required *every* amendment to a pleading to have either the other side's written agreement or the court's permission (see O 9 r 14 of the Rules of Court 2021). By contrast, under the Rules of Court (2014 Rev Ed) ("Rules of Court 2014"), a party could amend a pleading once, without the leave of court, at any time before the pleadings were deemed to be closed (O 20 r 3(1) of the Rules of Court 2014). The Rules of Court 2021 therefore gave the non-amending party greater practical leverage, in that by withholding agreement, it could oblige the amending party to apply to court. This application involved consideration of how a non-amending party's power to withhold consent to amendments should be exercised.

2 In HC/SUM 2779/2026 ("SUM 2779"), the first defendant in HC/OC 116/2026 ("OC 116") (the "First Defendant") applied for permission to amend its defence and counterclaim, and the second defendant (the "Second Defendant") applied for permission to make similar amendments to his defence. The amendments sought to be made are reproduced in the annexes to these grounds. There were three sets of amendments relevant to SUM 2779. The first set of amendments, set out in Annex A, were amendments which the claimant (the "Claimant") agreed to (the "Agreed-upon Amendments"). The second set of amendments, set out in Annex B, were amendments that the Claimant objected to on the basis that they were allegedly devoid of adequate particulars (the "Allegedly Ill-Particularised Amendments").[1] The third set of amendments, set out in Annex C, were amendments that the Claimant objected to on the basis that they were allegedly immaterial to the real questions and issues in controversy between the parties (the "Allegedly Immaterial Amendments").[2]

3 SUM 2779 was significant for three reasons.

(a) First, it engaged the issue of whether a non-amending party that regarded proposed amendments to pleadings as deficient in particulars could insist on those particulars before agreeing to the amendments, or whether it should instead agree to the amendments and seek particulars once the amended pleadings had been filed. The answer affected the number and order of interlocutory applications that would be expected to be filed in an action, and whether the Ideals in O 3 r 1 of the Rules of Court 2021 were achieved.

---

1 Claimant's Written Submissions dated 23 September 2026 ("CWS") at para 2a.

2 CWS at para 2b.

Version No 1: 16 Nov 2026 (14:48 hrs)

(b) Second, it brought to the fore an important point that proposed amendments could be imperfect in terms of their degree of particularisation and yet pass muster under the framework for allowing amendments to pleadings set out in *Wang Piao v Lee Wee Ching* [2024] 4 SLR 540 ("*Wang Piao*"). The question was not whether the amendments were as fully particularised as they could have been, but whether, in context, the other side could understand and respond to them.

(c) Third, it considered how the principles governing applications to strike out or order amendments to pleadings under O 9 r 16(1) of the Rules of Court 2021, in particular the approach to irrelevant or scandalous matter, applied where the objection to a proposed amendment was that the amendment introduced immaterial facts. Those principles had to be transposed to the context of amendments to pleadings, which was ultimately governed by the *Wang Piao* framework.

Background Facts

4 The claimant in OC 116 was Mr Liew Chiap Kong, a Singaporean businessman.[3] The first defendant, Lim Soo Seng (Pte) Ltd, was a Singapore-incorporated family-owned holding company.[4] The second defendant, Mr Lim Kai Ling, was formerly a director and shareholder of the First Defendant.[5] The

---

3 Claimant's Statement of Claim (Amendment No. 1) filed on 9 September 2026 ("SOC Am 1") at para 1.

4 1st Defendant's Defence and Counterclaim filed on 25 February 2026 ("1D DACC") at para 2.

5 2nd Defendant's Defence filed on 5 March 2026 ("2D D") at para 3.

Version No 1: 16 Nov 2026 (14:48 hrs)

Second Defendant's two siblings and father were the three directors of the First Defendant as at 19 January 2026.[6]

5 In August 2017, the Claimant's nephew, Mr Loh Zhi Peng ("Mr Loh") introduced the Claimant to the Second Defendant as the Claimant had wanted the Second Defendant's advice on a business venture that was unrelated to OC 116.[7] According to the Claimant, in December 2017, the Second Defendant approached the Claimant about a hotel development project in Cambodia and the possibility of the Claimant making an investment of US$1.5m.[8] The Claimant pleaded that he then entered into an agreement with the First Defendant dated 2 February 2018 (the "2018 Agreement"), under which he provided S$1,971,750 (the "Amount"), equivalent to US$1.5m, to the First Defendant.[9] According to the Claimant's pleadings, the 2018 Agreement obliged the First Defendant to, on 1 February 2021, pay the Claimant an amount equivalent to the sum of the Amount plus an additional 1.5 times of the Amount.[10] According to the Claimant's pleadings, if this 1 February 2021 payment was not made, the 2018 Agreement obliged the First Defendant to pay a larger sum by 1 February 2023.[11] In the event that this larger sum was not paid by 1 February 2023, the Claimant pleaded that the default interest would continue to accrue.[12] The Claimant further pleaded that the Second Defendant signed a personal guarantee on 2 February 2018 (the "Personal Guarantee"),

---

6 1D DACC at paras 2 and 3; 2D D at para 3.

7 SOC Am 1 at para 5; 2D D at para 5.

8 SOC Am 1 at para 6.

9 SOC Am 1 at paras 7-9.

10 SOC Am 1 at para 9(4).

11 SOC Am 1 at para 9(5).

12 SOC Am 1 at para 9(6).

Version No 1: 16 Nov 2026 (14:48 hrs)

under which the Second Defendant agreed to be liable for the payment of all sums which might become due from the First Defendant to the Claimant arising from the 2018 Agreement.[13] Parties disagreed as to the characterisation of the 2018 Agreement. Whereas the Claimant characterised it as an *investment* agreement,[14] the Defendants characterised it as a *loan* agreement.[15]

6 It was undisputed that, between 17 May 2023 and 23 May 2023, the Claimant received S$190,000 from the First Defendant.[16] It was also undisputed that the First Defendant paid S$1,971,750 to the Claimant on 4 January 2024,[17] and S$1m on 14 March 2024.[18] Thus, the Claimant received S$3,161,750 in total from the First Defendant.[19] The Claimant pleaded that these payments were part-payments of sums owing under the 2018 Agreement, and that S$2,176,997.37 remained outstanding.[20] The Defendants contended that the subsequent payments formed part of a compromise, with the parties reaching an unwritten compromise and settlement in March 2024 (the "Alleged Settlement Agreement"), such that no further sums remained outstanding to the Claimant.[21] The parties' pleadings appeared to agree that at a meeting in March 2024, a hardcopy document allegedly detailing the terms of a settlement was handed by

---

13 SOC Am 1 at para 13.

14 CWS at para 3.

15 Defendants' Written Submissions ("DWS") at para 5(a).

16 SOC Am 1 at para 15; 1D DACC at para 7(5); 2D D at para 7(5).

17 SOC Am 1 at para 16; 1D DACC at para 7(7)(a); 2D D at para 7(7)(a).

18 SOC Am 1 at para 16; 1D DACC at para 16; 2D D at para 16.

19 SOC Am 1 at para 17; 1D DACC at para 17; 2D D at para 17.

20 SOC Am 1 at paras 18–20.

21 1D DACC at para 7(7); 2D D at para 7(7).

Version No 1: 16 Nov 2026 (14:48 hrs)

the Second Defendant to the Claimant.[22] There was no dispute that the Claimant did not sign the document at that meeting.[23] The Claimant denied any full and final settlement,[24] but the Defendants took the view that the circumstances showed that parties had reached an unwritten compromise and settlement at the March 2024 meeting.[25] The Claimant's case was that the sums received from the Defendants were only accepted as part payment of the Defendants' outstanding obligations under the 2018 Agreement.[26]

7 Independently of the asserted compromise, the Defendants also pleaded in the alternative that the Claimant committed inordinate and inexcusable delay in bringing this action almost two years after the parties met in March 2024 to discuss the 2018 Agreement, such that the Claimant was barred by the doctrine of laches from claiming relief arising out of the 2018 Agreement.[27]

8 The Defendants pleaded, in the further alternative, that the 2018 Agreement was a loan made by the Claimant acting as an unlicensed moneylender, and was thus void and unenforceable.[28]

---

22 1D DACC at para 7(7)(c) and (d); 2D D at para 7(7)(c) and (d); Claimant's Defence to Counterclaim filed on 11 March 2026 ("C DTC") at para 8(6).

23 1D DACC at para 7(7)(d); 2D D at para 7(7)(d).

24 C DTC at para 8.

25 1D DACC at para 7(7)(f); 2D D at para 7(7)(g).

26 C DTC at para 8.

27 1D DACC at para 7(8) and 7(9); 2D D at para 7(8) and 7(9).

28 1D DACC at para 7(10); 2D D at para 7(10).

Version No 1: 16 Nov 2026 (14:48 hrs)

9 The Defendants pleaded, in the further alternative, that the interest terms in the 2018 Agreement were not a genuine pre-estimate of the Claimant's loss and was an unenforceable penalty.[29]

10 In its counterclaim, the First Defendant sought declarations and damages for breach of the alleged settlement between the parties entered into in March 2024, and, alternatively, declaratory and restitutionary relief including repayment of S$3,161,750.[30]

Procedural history

11 OC 116 was commenced on 3 February 2026.[31] The parties' affidavits of evidence-in-chief ("AEIC") were filed on 8 July 2026, comprising AEICs from the Claimant, Mr Loh, and the Second Defendant (filed on behalf of both Defendants).[32] The trial of OC 116 had been fixed for 27–30 April 2027. At the time when I heard SUM 2779, the single application pending trial had not yet been filed.

12 The Defendants' solicitors first provided the proposed amendments to the Claimant's solicitors on 14 July 2026.[33] Letters dated 24 and 27 July 2026 identified amendments to which the Claimant was willing to agree, other amendments for which he sought further and better particulars, and amendments objected to outright.[34] Correspondence dated 4, 14 and 18 August 2026 between

---

29 1D DACC at para 7(12); 2D D at para 7(13).

30 1D DACC at pp 36-37;

31 Affidavit of Lim Kai Ling affirmed on 22 September 2026 ("LKL 2026 09 22") at para 6.

32 LKL 2026 09 22 at para 9.

33 LKL 2026 09 22 at paras 10-11.

34 LKL 2026 09 22 at paras 12-14.

Version No 1: 16 Nov 2026 (14:48 hrs)

the parties' solicitors recorded the disagreement over when further and better particulars should be provided.[35] The Defendants maintained that any justified request for further and better particulars could be addressed after permission to amend was granted and the amended pleadings were filed; the Claimant was unwilling to consent to amendments that, in his view, did not presently disclose adequate particulars.

13 At a case conference on 20 August 2026, the Defendants were permitted to file an application to amend the defence and counterclaim (for the First Defendant) and the defence (for the Second Defendant), to be dealt with outside the single application pending trial.[36] SUM 2779 was filed on 3 September 2026.[37]

14 I heard SUM 2779 on 28 September 2026 and delivered my oral judgment on 20 October 2026. I now issue my full grounds of decision.

Parties' cases

Defendants' case

15 The Defendants submitted that permission to amend their pleadings ought to be granted as the proposed amendments would allow the real question and/or issue in controversy between the parties to be determined, and it would be just to do so.[38]

---

35 LKL 2026 09 22 at paras 15-17.

36 LKL 2026 09 22 at para 18.

37 HC/SUM 2779/2026.

38 DWS at para 20.

Version No 1: 16 Nov 2026 (14:48 hrs)

16 The Defendants' position was that the amendments they sought to make in SUM 2779 were for the purpose of including material facts relating to:[39]

(a) how the Second Defendant was first introduced to the Claimant through Mr Loh;

(b) Mr Loh's role in the execution of the 2018 Agreement, including preparing the necessary drafts;

(c) how Mr Loh acted as an intermediary, and point of liaison between parties in relation to matters arising from the 2018 Agreement;

(d) Mr Loh's role as a mediator between parties, in which he had conveyed that the Defendants should try to "appease" the Claimant, and later assisted in facilitating a settlement between parties; and

(e) losses sustained by the First Defendant and the Claimant (following Mr Loh's management of their respective moneys), and hence, parties' motivations behind reaching a settlement of the dispute.

17 The Defendants argued that, by virtue of the Claimant's consent to the Agreed-upon Amendments, the Claimant had accepted that the following matters were material and relevant to OC 116:[40]

(a) how Mr Loh acted as the point of liaison between parties in relation to the matters arising from the 2018 Agreement;

(b) Mr Loh's role as a mediator between parties, and how Mr Loh had conveyed that the Defendants should try to "appease" the Claimant;

---

39 DWS at para 6.

40 DWS at paras 22, 36.

Version No 1: 16 Nov 2026 (14:48 hrs)

(c) Mr Loh's role in the signing of the 2018 Agreement, including preparing drafts; and

(d) how the Second Defendant was first introduced to the Claimant through Mr Loh.

18 To bolster this argument relating to the importance of Mr Loh's role in the dispute in OC 116, the Defendants noted that even before the Defendants had sought to amend their pleadings, the Claimant had voluntarily chosen to call Mr Loh as a witness, and Mr Loh had already filed his AEIC for OC 116.[41]

19 Hence, the Defendants argued that the Claimant had no valid ground to object to the Defendants' proposed amendments, which, in the Defendants' view, related to Mr Loh's role as an intermediary, point of liaison between the Claimant and the Defendants in relation to the matters arising from the 2018 Agreement, and mediator between the Defendants and the Claimant.[42] The Defendants contended that Mr Loh's role as an intermediary and, subsequently, as a mediator between the parties, went to the heart of the Defendants' defence that parties had entered into the Alleged Settlement Agreement (see [6] above), and would enable the real question and/or issue in controversy between the parties to be determined.[43] According to the Defendants, the circumstances surrounding how and why Mr Loh had come to assume his role as an intermediary and mediator may strengthen that defence (*viz*, that the Alleged Settlement Agreement existed such that no further sums remained outstanding to the Claimant).[44]

---

41 DWS at para 23.

42 DWS at paras 25-27.

43 DWS at paras 28, 36.

44 DWS at para 28.

Version No 1: 16 Nov 2026 (14:48 hrs)

20 The Defendants argued that it was unprincipled for the Claimant to take the position that consent would only be given to the Allegedly Ill-Particularised Amendments if the Defendants provided further and better particulars of the same.[45] The Defendants contended that, by requesting further and better particulars in respect of these amendments, the Claimant had acknowledged that the Allegedly Ill-Particularised Amendments related to material facts.[46] The Defendants submitted that the proper procedural course for the Claimant would be to raise his requests for further and better particulars after these amendments were allowed and form part of the Defendants' pleaded case.[47] This, in the Defendants' eyes, would avoid the risk of a procedurally improper situation where the Defendants provided particulars in respect of paragraphs that did not ultimately form part of the pleadings.[48] The Defendants further submitted that it would be just to allow the Allegedly Ill-Particularised Amendments.[49] On the Defendants' account, there would be no prejudice caused to the Claimant which cannot be compensated by costs, the Claimant later would have an opportunity to file consequential amendments to his defence to counterclaim, and the Claimant would have no difficulties ascertaining Mr Loh's position on the material facts to be included by way of the Allegedly Ill-Particularised Amendments since Mr Loh was the Claimant's nephew and was a witness called by the Claimant in OC 116.[50]

---

45 DWS at para 29.

46 DWS at paras 29-30.

47 DWS at para 32.

48 DWS at paras 33-34.

49 DWS at para 37.

50 DWS at para 37.

Version No 1: 16 Nov 2026 (14:48 hrs)

21 The Defendants then submitted that the final category of amendments – the Allegedly Immaterial Amendments – ought to be allowed as well. The Defendants argued that these amendments were material to the issues in dispute in OC 116,[51] in that the amendments related to:[52] the relationship between Mr Loh and the Defendants and the losses sustained by the First Defendant and the Claimant (following Mr Loh's management of their respective moneys), and hence, parties' motivations behind reaching a settlement of the dispute. The Defendants took the position that such pleadings supported their position in OC 116 that because the financial losses sustained by both the First Defendant and the Claimant had been caused by Mr Loh, he remained involved as a key figure in brokering a settlement between the First Defendant and the Claimant.[53] The Defendants further argued that the fact that both parties had sustained significant financial losses also provided an explanation for why both parties were keen to compromise, and to settle the outstanding matters relating to the 2018 Agreement.[54] All in all, the Defendants said that the Allegedly Immaterial Amendments served to provide material facts concerning the context in which the Alleged Settlement Agreement came to be reached, who the key players in the settlement were, and what role they played in the settlement.[55] In making these amendments, the Defendants also had the objective of securing an opportunity to cross-examine Mr Loh on, amongst other things, the losses which were suffered by both parties, which provided context as to why the settlement had been reached, and why Mr Loh had been keen to facilitate the said

---

51 DWS at para 51.

52 DWS at paras 39-40.

53 DWS at para 41.

54 DWS at para 42.

55 DWS at para 44.

Version No 1: 16 Nov 2026 (14:48 hrs)

settlement.[56] The Defendants also submitted that the court, through an examination of the surrounding circumstances, would be in a position to discern what parties' objective intentions had been, including whether a settlement was reached.[57] The Defendants asserted that the exercise of determining whether or not the Alleged Settlement Agreement was entered into must involve an examination of the factual matrix leading up to the formation of parties' agreement including the circumstances which gave rise to why parties had been motivated and/or prepared to settle.[58] The Defendants submitted that it would be just to allow the Allegedly Immaterial Amendments as there would be no prejudice caused to the Claimant which cannot be compensated by costs.[59] The Defendants pointed out that certain paragraphs of the Allegedly Immaterial Amendments related to the losses the Claimant had sustained, which he would be aware of, and which he would have an opportunity to respond to in amended pleadings.[60] The Defendants additionally pointed to Mr Loh's familial relationship with the Claimant in arguing that the Claimant would have no difficulties ascertaining Mr Loh's position on the material facts.[61]

Claimant's case

22 The Claimant submitted that SUM 2779 ought to be dismissed, with costs ordered against the Defendants.[62]

---

56 DWS at para 48.

57 DWS at para 49.

58 DWS at para 50.

59 DWS at para 52.

60 DWS at para 52.

61 DWS at para 52.

62 CWS at paras 2 and 33.

Version No 1: 16 Nov 2026 (14:48 hrs)

23 The Claimant criticised the Allegedly Ill-Particularised Amendments as being devoid of adequate particulars in that they fail to set out when, where, and how the events alleged therein occurred, thereby preventing the Claimant from being able to reasonably know the case he was required to meet.[63] The Claimant had invited the Defendants to provide further particulars in relation to these amendments, but the Defendants had refused.[64]

24 In relation to the Defendants' proposed amendments to plead that Mr Loh "reached out" to the Second Defendant,[65] the Claimant asserted that this proposed amendment failed to particularise: (a) when Mr Loh reached out to the Second Defendant, (b) how Mr Loh reached out; and (c) who else was present at the time.[66]

25 In relation to the Defendants' proposed amendments to plead that Mr Loh had "tried to mediate" the dispute between the Claimant and the Second Defendant, and "suggested [a] transfer of monies",[67] the Claimant took the position that these amendments failed to particularise: (a) how Mr Loh tried to mediate; (b) how and in what manner Mr Loh suggested the transfer of moneys; and (c) the precise terms or substance of any such suggestion.[68]

26 In relation to the Defendants' proposed amendments to plead that the Second Defendant "asked Mr Loh to assist",[69] the Claimant took the position

---

63 CWS at paras 2(a), 17, 19.

64 CWS at para 2(a).

65 DCCA1 at paras 6(3), 7(1); DA1 at paras 6(3); 7(1).

66 CWS at paras 19(a), 19(b).

67 DCCA1 at paras 7(4D) and 23D; DA1 at para 7(4D).

68 CWS at para 19(c).

69 DCCA1 at paras 7(5A) and 24A; DA1 at para 7(5A).

Version No 1: 16 Nov 2026 (14:48 hrs)

that these amendments failed to particularise: (a) when the Second Defendant asked Mr Loh to assist; (b) how the request was communicated; and (c) who else was present at the time.[70]

27 In relation to the Defendants' proposed amendments to plead facts concerning communications to the Claimant regarding Mr Loh's alleged mismanagement and "personal investments",[71] the Claimant took the position that these amendments failed to specify: (a) when and how this was communicated to the Claimant; and (b) what "personal investments" were being referred to.[72]

28 In relation to the Defendants' proposed amendments to plead that the Second Defendant stated that he would only be able to repay about $1,000+ each month,[73] the Claimant took the position that this amendment failed to particularise: (a) how this was communicated by the Second Defendant; and (b) who else was present at the time.[74]

29 The Claimant read the Allegedly Ill-Particularised Amendments as insinuating that Mr Loh exercised some form of influence over the Claimant and the Second Defendant which led to the alleged settlement of debts between the parties.[75] On such a footing, the Claimant contended that the Defendants must plead with particularity the nature and extent of that influence and the manner in which it was exercised in order to enable the Claimant to know the

---

70 CWS at para 19(d).

71 DCCA1 at paras 7(6) and 25; DA1 at para 7(6).

72 CWS at para 19(e).

73 DA1 at para 7(7)(f).

74 CWS at para 19(f).

75 CWS at para 20.

Version No 1: 16 Nov 2026 (14:48 hrs)

case he must meet.[76] The Claimant said that, if the Allegedly Ill-Particularised Amendments were allowed, the Claimant would need to request further and better particulars so as to understand and respond to the Defendants' case.[77] The Claimant asserted that it gave adequate opportunity to the Defendants to remedy this deficiency by way of a request for particulars dated 24 July 2026, but the Defendants refused to provide the requested particulars.[78]

30 Secondly, the Claimant criticised the Allegedly Immaterial Amendments on the basis that they were immaterial to the real questions and issues in controversy between the parties in OC 116.[79]

31 In relation to the Defendants' proposed amendments to plead facts concerning Mr Loh being allegedly entrusted to manage the First Defendant's moneys,[80] the Claimant took the position that Mr Loh was only a witness of fact and not a party to the 2018 Agreement or the Personal Guarantee, and thus his alleged role in managing the First Defendant's moneys was wholly irrelevant to whether the Defendants' obligations under the 2018 Agreement and Personal Guarantee have been discharged.[81]

32 In relation to the Defendants' proposed amendments to plead facts concerning the alleged discovery of losses due to alleged mismanagement by Mr Loh,[82] the Claimant took the view that any dispute regarding Mr Loh's

---

76 CWS at para 20

77 CWS at para 23.

78 CWS at para 24.

79 CWS at paras 2b and 26.

80 DCCA1 at para 5(1A); DA1 at para 5(1A).

81 CWS at para 27(a).

82 DCCA1 at paras 7(4B) and 23B; DA1 at para 7(4B).

Version No 1: 16 Nov 2026 (14:48 hrs)

management of the First Defendant's moneys was collateral to the issues in OC 116 as, according to the Claimant, the central question in OC 116 was whether the debt under the 2018 Agreement was compromised or discharged, and this turned on the terms and effect of the contracts themselves, not on the First Defendant's internal dealings with Mr Loh.[83]

33 In relation to the Defendants' proposed amendments to plead that Mr Loh managed/invested moneys on behalf of the Claimant,[84] the Claimant took the position that this allegation, even if true, did not establish the existence, terms, or legal effect of the Alleged Settlement Agreement between the Claimant and the Defendants, and did not constitute a material amendment to the pleadings.[85]

34 In relation to the Defendants' proposed amendments to plead facts relating to Mr Loh's alleged mismanagement,[86] the Claimant took the position that these facts related to events involving a third party and did not advance any defence to the Claimant's claims under the 2018 Agreement and the Personal Guarantee.[87]

35 The Claimant submitted that, at their highest, the Allegedly Immaterial Amendments provided only background or alleged motive for the Defendants' entry into a purported settlement, and did not provide proof of the settlement's existence, terms, and legal effect.[88] Hence, in the Claimant's view, the Allegedly

---

83 CWS at para 27(b).

84 DCCA1 at paras 7(4C) and 23C; DA1 at para 7(4C).

85 CWS at para 27(c).

86 DCCA1 at paras 7(6) and 25; DA1 at para 7(6).

87 CWS at para 27(d).

88 CWS at para 28.

Version No 1: 16 Nov 2026 (14:48 hrs)

Immaterial Amendments did not go to any real question or issue in controversy between the parties.[89]

36 Furthermore, the Claimant argued that the Allegedly Immaterial Amendments did not disclose any reasonable defence to the Claimant's claims as they did not establish that the debt was compromised or discharged.[90] The Claimant asserted that these amendments, if allowed, would be plainly or obviously unsustainable as a defence and would be liable to be struck out.[91]

37 The Claimant argued that permitting the Allegedly Immaterial Amendments would serve only to encumber the proceedings with extraneous matters, lengthen the trial, and increase costs, without any corresponding benefit in the determination of the real issues in dispute.[92]

38 Furthermore, the Claimant submitted that the Allegedly Immaterial Amendments casted aspersions on Mr Loh, advancing allegations of impropriety which were, in the Claimant's view, unrelated to the actual dispute between the Claimant and the Defendants.[93] Hence, the Claimant submitted that the Allegedly Immaterial Amendments were liable to be struck out as scandalous allegations and should not be allowed.[94]

---

89 CWS at para 28.

90 CWS at para 29.

91 CWS at para 29.

92 CWS at para 30.

93 CWS at para 32.

94 CWS at para 32.

Version No 1: 16 Nov 2026 (14:48 hrs)

Issues raised in SUM 2779

39 There were two main issues that I had to determine in SUM 2779:

(a) whether the Allegedly Ill-Particularised Amendments should be disallowed on the basis that they were devoid of adequate particulars; and

(b) whether the Allegedly Immaterial Amendments should be disallowed on the basis that they were immaterial to the real questions and issues in controversy between the parties.

The law

General principles on amendment of pleadings

40 The starting point was O 9 r 14 of the Rules of Court 2021, which addressed the amendment of pleadings. It provided as follows:

> **Amendment of pleadings (O. 9, r. 14)**
>
> **14.**—(1) The Court may allow the parties to amend their pleadings.
>
> (2) In a special case, the Court may consider events that occurred after the originating claim is filed to be pleaded even though they do not relate back to the date of the filing of the originating claim.
>
> (3) The Court must not allow any pleading to be amended less than 14 days before the commencement of the trial except in a special case.
>
> (4) Where an application for permission to amend is made after the relevant limitation period has expired, the Court may allow the amendment in the following circumstances:
>
> (*a*) an amendment to correct the name of a party even if its alleged effect will be to substitute a new party, if it was a genuine mistake and was not misleading as to the identity of the party in question;

Version No 1: 16 Nov 2026 (14:48 hrs)

> (*b*) an amendment to alter the capacity in which a party sues, if the party might have sued in that capacity at the time the originating claim was issued or the counterclaim was made;
>
> (*c*) an amendment to add or substitute a new cause of action, if the new cause of action arises out of the same or substantially the same facts as an existing cause of action for which relief has already been claimed in the same action.
>
> (5) Despite paragraphs (1) to (4), any pleading may, by written agreement between the parties, be amended not less than 14 days before the commencement of the trial.
>
> (6) If material facts in the pleadings are amended, the Court may draw the appropriate inferences.
>
> (7) This Rule applies to an originating application with the necessary modifications.

41 Thus, O 9 r 14(1) of the Rules of Court 2021 set out the general rule that the court can allow parties to amend their pleadings. This general rule was subject to several limitations, including where pleadings were sought to be amended less than 14 days before the commencement of trial (see O 9 r 14(3)) and where an application for permission to amend was made after the relevant limitation period had expired (see O 9 r 14(4)). It was not contended that any of these limitations applied in the present case. Order 9 r 14(5) also allowed pleadings to be amended by written agreement between the parties (without needing the permission of the court) not less than 14 days before the commencement of trial.

42 Order 9 r 14 of the Rules of Court 2021 departed from the old law in that under O 20 r 3(1) of the Rules of Court 2014, the parties were allowed to, "without the leave of the Court, amend any pleading of his once at any time before the pleadings are deemed to be closed". Thus, under the Rules of Court 2021, parties no longer had a singular opportunity to amend their pleadings without the permission of the court before pleadings were deemed closed. The

Version No 1: 16 Nov 2026 (14:48 hrs)

learned contributors to *Singapore Civil Procedure 2026* vol I (Cavinder Bull SC gen ed) (Sweet & Maxwell, 2026) ("*Singapore Civil Procedure*") at para 9/14/1 observed that this change in the law "sends a clear signal that parties are expected to be more careful and take sufficient care when filing their pleadings as there is a more restrictive approach in relation to the amendment to pleadings". That observation went to the procedural consequence of the change in the rules of court, namely that a party could no longer amend once as of right. One must be careful, however, to distinguish this *procedural* consequence from the *legal test* the court applied when asked to give permission to amend over an objection. The *legal test* was set out in *Wang Piao*, and the court there stated at [11] that the Rules of Court 2021 did not prescribe a more restrictive approach to amendments save for the one specific situation prescribed in O 9 r 14(3) where the court must not allow any pleading to be amended less than 14 days before the commencement of the trial except in a special case. Hence, the Rules of Court 2021 did not make more restrictive the *legal test* that the court must apply in evaluating applications to court for permission to amend pleadings, but the Rules of Court 2021 did, as a matter of *practical reality*, make the process more onerous for an amending party, in that every amendment now required either the non-amending party's written agreement or the court's permission. Where agreement was withheld, the amending party had to apply to court, with the attendant cost and delay, although the court retained the power to grant permission notwithstanding the objection.

43 Where permission is sought from the court for amendments to pleadings, the principles governing the exercise of the court's discretion to allow amendments under O 9 r 14(1) of the Rules of Court 2021 were crystallised in *Wang Piao* at [40], where the court set out a three-stage analytical framework, as follows:

Version No 1: 16 Nov 2026 (14:48 hrs)

> (a) First, the court should determine the stage of proceedings at which the amendments are sought. This would affect how the general principles apply. More broadly, the later an application is made, the stronger would be the grounds required to justify it.
>
> (b) Second, the court should consider whether the amendments sought would enable the real question or issue in controversy between the parties to be determined. It is relevant to consider whether the application is made in good faith, and whether the proposed amendments are material.
>
> (c) Third, the court should consider whether it is just to allow the amendments, by assessing, *eg*, whether the amendments would cause any prejudice to the other party which cannot be compensated in costs, and whether the applying party is effectively asking for a second bite of the cherry.

44 Underlying this framework was the need to reconcile two important considerations. On the one hand, amendments should generally be permitted where they would enable the real issues in controversy between the parties to be determined. On the other hand, the amendment process should not undermine the purposes served by pleadings or occasion injustice to the opposing party. As to what purposes were served by pleadings, the Court of Appeal had provided illuminating guidance in *V Nithia (co-administratrix of the estate of Ponnusamy Sivapakiam, deceased) v Buthmanaban s/o Vaithilingam and another* [2015] 5 SLR 1422 at [36]–[37], as follows:

> 36 In other words, pleadings delineate the parameters of the case and shape the course of the trial. They define the issues before the court and inform the parties of the case that they have to meet. They set out the allegations of fact which the party asserting has to prove to the satisfaction of the court and on which they are entitled to relief under the law. Adherence to the rules of pleadings promotes good case management and results in cost and time saving efficiencies. In an age of burgeoning volume and complexity of modern litigation, adequate pleadings are necessary to reduce inefficiencies in the dispute resolution process, and they tend to increase the productivity of lawyers and courts alike.
>
> 37 Equally important to the principle of fairness, pleadings also serve to uphold the rules of natural justice (*Sheagar s/o TM*

Version No 1: 16 Nov 2026 (14:48 hrs)

> *Veloo v Belfield International (Hong Kong) Ltd* [2014] 3 SLR 524 ("*Sheagar*") at [94]). Parties are expected to keep to their pleadings because it is only *fair and just* that they do so – to permit otherwise is to have a trial by ambush. Every litigant is entitled as a matter of procedural fairness to be informed of his opponent's case in advance and to challenge his veracity in cross-examination at the trial. As pithily stated by the Australian High Court in *Lee v The Queen* (1998) 195 CLR 594 at [32]: "Confrontation and the opportunity for cross-examination is of central significance to the common law adversarial system of trial". In *United Overseas Bank Ltd v Ng Huat Foundations Pte Ltd* [2005] 2 SLR(R) 425 ("*UOB*") at [8], the High Court observed that procedural fairness and substantive justice interact with each other and cannot survive without the other. When procedure is defective, the very substance of the result may rightly be called into question.

45 In essence, pleadings served both case management and procedural fairness objectives. They delineated the parameters of the dispute, defined the issues for determination and gave parties fair notice of the case that they must meet. In doing so, they promoted the efficient conduct of litigation while safeguarding the rules of natural justice. These purposes provided the context in which the court must assess the propriety of a proposed amendment.

Principles relating to particularising pleadings

46 The requirement for pleadings, and amendments thereto, to be sufficiently particularised came to the fore at the second stage of the *Wang Piao* framework. Insufficiently particularised amendments would not enable the real question or issue in controversy between the parties to be determined; such amendments might instead confuse or obscure the questions and issues. Moreover, insufficiently particularised amendments might also fail the third stage of the *Wang Piao* framework, since such amendments might be severely prejudicial to the non-amending party. Such amendments might undermine the notice function of pleadings (and hence impinge on procedural fairness), disrupt

Version No 1: 16 Nov 2026 (14:48 hrs)

the preparation of the non-amending party's case, and could impose an irremediable disadvantage that a costs order alone could not compensate.

47 The adequacy of what was pleaded was to be measured by the specific claim made in a particular case: *Hyflux Ltd (in compulsory liquidation) and others v KPMG LLP* [2024] SGHC 176 at [10]. Moreover, the adequacy of particulars must be measured against the circumstances: *Beckkett Pte Ltd v Deutsche Bank AG and Another* [2006] SGHC 243 ("*Beckkett*") at [13]. The touchstone of this need to particularise pleadings was the idea that the pleadings must have sufficient detail such that the counterparty could understand them and be able to respond to them effectively: *Beckkett* at [13]. This touchstone existed in service of the foundational principle that pleadings provided notice to the counterparty about the causes of action (or, in the present context, defences) that would be mounted in the action, and thus allowed the counterparty an opportunity to cross-examine the relevant witnesses on the points raised by the cause of action or defence: *Susilawati v American Express Bank Ltd* [2009] 2 SLR(R) 737 at [54].

48 The context-specific nature of the particularisation requirement in pleadings meant that the degree of particulars required existed on a continuum. Closer to the most exacting end of the continuum were pleadings governed by the well-established principle that whenever a party was imputing fraud, negligence, or misconduct to the opponent, the facts must be pleaded with especial particularity and care: *Singapore Civil Procedure* at para 9/13/1. Another instance of when greater particulars were required to be pleaded was in the context of breach of confidence claims. This was the holding of the court in *Titan Wealth Services Ltd v Tavistock Investments Plc* [2026] EWCA Civ 500 ("*Titan Wealth*"). In *Titan Wealth*, the Court of Appeal of England and Wales held that proper particularisation was especially important in breach of

Version No 1: 16 Nov 2026 (14:48 hrs)

confidence claims, given their potential to generate wide-ranging and expensive disclosure and be used as instruments of harassment against competitors (*Titan Wealth* at [19]–[23]). The court endorsed the principles articulated in England and Wales precedents requiring a claimant to identify the confidential information relied upon with reasonable particularity and to explain how it was communicated to the defendant (*Titan Wealth* at [21]–[22]). Applying these principles to the facts, the *Titan Wealth* court held that the proposed amendments at issue were neither coherent nor sufficiently particularised to enable the counterparty to understand the case against them, and thus the amendments should not have been allowed by the lower court (*Titan Wealth* at [1]).

49 Amendments to pleadings that raise a new cause of action were also subject to more exacting requirements for particularisation. This was reflected in the court's remarks in *W Power Group EOOD v Ming Yang Wind Power (International) Co Ltd* [2024] SGHC(I) 29 ("*W Power*") at [151]. The court held that "amendments, particularly if they raise a new cause of action, should clearly articulate the material facts said to give rise to the cause of action, the cause of action relied upon and the damages said to result". The court in *W Power* further guided at [151] that in "the case of an alleged breach of contract, it is necessary to plead the material facts said to give rise to the agreement and, if an oral agreement is alleged, the date or range of dates on which the agreement was made, the parties to the agreement, the substance of the discussions said to give rise to the agreement and particulars of breach including in cases where limitation defences are in issue, the date the breach is said to have occurred and the damages said to have flowed from the breach".

50 The court in *Niprose Investments Ltd and others v Vincents Solicitors Ltd* [2025] EWHC 14 (Ch) ("*Niprose*") was similarly cognisant of the need for

Version No 1: 16 Nov 2026 (14:48 hrs)

a higher level of specificity in pleadings that raise a new cause of action. In *Niprose*, the High Court of England and Wales allowed a claimant to make an amendment to their claim and stated that the amendment "[did] not seek to introduce any new cause of action" and that the amendment "merely provide[d] particulars of an existing cause of action": *Niprose* at [85]. *Niprose* was a case that arose from an application by the tenth defendant, Vincents Solicitors Limited ("Vincents"), to strike out the claims of 35 claimants or to obtain summary judgment in its favour: *Niprose* at [1]. The claimants were purchasers of residential units in a buyer-funded, off-plan development scheme who had lost substantial up-front payments upon the failure of the development: *Niprose* at [1]. They sued Vincents, which had acted as their conveyancing solicitors, for professional negligence: *Niprose* at [1]. The comments made by the court in *Niprose* at [85] were made in relation to amendments sought to be made by the claimants to plead that Vincents' duty to advise the claimants of the risks to which they were exposed "included a duty to ensure (alternatively, to take reasonable steps to ensure) that the claimants fully understood the advice …": *Niprose* at [85]. I did not consider *Niprose* to be entirely relevant to SUM 2779 because the issue that that court had to grapple with at [84] and [85] of *Niprose* was one of *jurisdiction* (see *Niprose* at [20] and [83], and the header above [84]). The *Niprose* court was faced with a situation where the claimants had sought to amend their pleadings after the expiry of the relevant limitation period: *Niprose* at [22]. Under the civil procedure rules applicable in *Niprose*, where a proposed amendment sought to add a new cause of action after the expiry of the relevant limitation period, the court could only allow the new claim if it "arises out of the same facts or substantially the same facts as are already in issue on a claim in respect of which the party applying for permission has already claimed a remedy in the proceedings": *Niprose* at [20]. Given that SUM 2779 did not involve an attempt to amend pleadings after the elapsing of the relevant

Version No 1: 16 Nov 2026 (14:48 hrs)

limitation period, *Niprose*'s guidance might not be immediately and wholly applicable to the present matter. However, I did appreciate the broader point made, which was that an amendment to introduce a new cause of action was a more significant amendment, and might require more circumspection, than an amendment to introduce details to a cause of action that was already pleaded.

51 Implicit in the guidance set out in the preceding paragraphs was the notion that the degree of specificity or particularity required in proposed amendments to pleadings was context-dependent, and, crucially, that not every amendment must meet the high level of particularity required of, for example, a pleading imputing fraud. This explained why in *Beckkett* at [13], the court opined that while it could "be said that there could have been greater particulars" in the amendments sought to be made to the pleadings in that case, nonetheless, the proposed amendments to pleadings were allowed in *Beckkett* as they were not found to be "so wanting that the second defendant can say that it cannot understand them, or was unable to respond to them effectively". The point here was that, because the degree of particularity required was context-specific, proposed amendments could, in some contexts, pass muster even if they were imperfect in terms of their degree of particularisation.

52 However, even on the least exacting end of the continuum relating to the degree of particularisation required in pleadings, there was a minimum level of particularisation required, below which proposed amendments to pleadings would be so woefully deficient such that they must be disallowed. As observed by the court in *Maag, Daniel and another v Lalit Kumar Modi* [2025] 3 SLR 1093 ("*Maag*") at [136], the "absence of, or defects in, particulars in pleadings, can be a basis for striking out when the error is major and cannot be made good by an amendment providing those particulars". Referring to *Antariksa Logistics Pte Ltd and others v Nurdian Cuaca and others* [2018] 3 SLR 117 at [145], the

Version No 1: 16 Nov 2026 (14:48 hrs)

court in *Maag* went on further, at [136], to opine that the relevant question was "whether the defendants would know what the case they are supposed to meet" was.

53 *NTUC Income Insurance Co-operative Ltd v Toh Kheng Boon* [2007] 3 SLR(R) 772 ("*NTUC*") provided an illustration of a case that fell foul of the admonitions in *Maag* that pleadings (or, in this context, proposed amended pleadings) must at least have sufficient particulars to enable the counterparty to know the case they were supposed to meet. *NTUC* was a case involving an insurer (the "Insurer") which had repudiated liability to a motorist (the "Motorist") in respect of the Motorist's insured vehicle. On the first day of trial, the Insurer applied to amend its defence to introduce a new paragraph pleading that it was not liable to the Motorist by reason of the Motorist's alleged failure to disclose material facts prior to the conclusion of the insurance contract, which material facts would have influenced the judgment of a prudent insurer and did influence the judgment of the Insurer in fixing the premium and/or determining whether to take the risk (*NTUC* at [8] and [15]). Notably, the proposed amendment did not identify or particularise the specific facts alleged to have been non-disclosed. The High Court in *NTUC* upheld the lower court's refusal to allow the amendment. The court agreed with the lower court that there were three distinct grounds on which the refusal was justified (*NTUC* at [17] and [19]). First, the proposed amendment was substantively defective from the outset. The district judge had rightly pointed out that there was "a complete absence of particulars regarding the alleged material non-disclosure" (*NTUC* at [17]). The district judge had rightly noted that amendments to pleadings were to define the issues in dispute, and she had rightly found that the proposed amendments did not achieve this objective (*NTUC* at [17]). Second, the Insurer had filed no supporting affidavit to explain the delay in bringing the application

Version No 1: 16 Nov 2026 (14:48 hrs)

to amend (*NTUC* at [17]). Third, allowing the amendment would have caused injustice to the opposing party in a manner that could not be compensated by a costs order (*NTUC* at [17]). The district judge had found that granting the amendment would have caused delay to the trial, and that the Motorist had been waiting anxiously for relief for a considerable period (*NTUC* at [17]).

54 *Maag* provided an illustration of the converse situation, where a court found that sufficient particulars were in fact provided in a revised version of the statement of claim. The *Maag* court was faced with claims relating to libel and malicious falsehood. The claimants sought to amend their statement of claim to plead, *inter alia*, that publication of certain posts by the defendant on social media in Singapore and/or India and/or the United Kingdom was calculated to and did cause pecuniary damage to the claimants in respect of each of their trades or businesses in Singapore (*Maag* at [25(a)]). The defendant in *Maag* had complained that the claimants had failed to sufficiently particularise, in these amendments, the nature of the pecuniary loss which the falsehoods were said to have caused, and the mechanism by which the loss was likely to be sustained (*Maag* at [135]). The court held that the claimants had sufficiently particularised the nature of the special damage caused by the malicious falsehoods and the mechanism by which the loss was likely sustained (*Maag* at [137]). Specifically, the claimants had averred that several prospective investors decided not to invest in their budding e-commerce platform after accessing the relevant posts online, and said investors raised concerns about the fact that the defendant had purportedly written the posts. The claimants had averred that they suffered the loss of various opportunities such as: (a) the opportunity to benefit from an increase in the value of their respective shares of an e-commerce platform as a result of various investments being aborted; and (b) the opportunity to earn dividends on said shares (*Maag* at [137]).

Version No 1: 16 Nov 2026 (14:48 hrs)

55 These authorities showed that not every complaint about alleged deficiencies in particularisation necessarily rendered a proposed amendment impermissible. The inquiry remained whether the deficiency was of such a nature or extent that the amended pleading would fail to define an intelligible and legally sustainable case, and whether the defect was capable of being remedied. What amounted to adequate particularisation must be assessed by reference to the substance of the particular allegation and the purpose which the particulars were intended to serve.

Interaction between the law on amendment of pleadings and the law on further and better particulars

56 SUM 2779 raised an interesting issue relating to the interaction between the law on amendment of pleadings and the law on further and better particulars. The Rules of Court 2021 gave the non-amending party a somewhat greater practical leverage over amendments to pleadings as compared to the Rules of Court 2014 (see [42] above). In this present case, the Claimant sought to use its right to withhold agreement to condition the making of the Defendants' Allegedly Ill-Particularised Amendments on provision by the Defendants of further and better particulars of said amendments. Was such a use of that right appropriate? Should it be encouraged? Did such an exercise of that right advance or detract from the achievement of the Ideals in civil procedure enshrined in O 3 r 1 of the Rules of Court 2021?

57 I first set out O 3 r 1 and O 9 r 13 of the Rules of Court 2021, which would be considered in this section of these grounds. Order 3 r 1 provided:

> **Ideals (O. 3, r. 1)**
>
> **1.**—(1) These Rules are to be given a purposive interpretation.
>
> (2) These Rules seek to achieve the following Ideals in civil procedure:

Version No 1: 16 Nov 2026 (14:48 hrs)

> (*a*) fair access to justice;
>
> (*b*) expeditious proceedings;
>
> (*c*) cost-effective work proportionate to —
>
> (i) the nature and importance of the action;
>
> (ii) the complexity of the claim as well as the difficulty or novelty of the issues and questions it raises; and
>
> (iii) the amount or value of the claim;
>
> (*d*) efficient use of court resources;
>
> (*e*) fair and practical results suited to the needs of the parties.
>
> (3) The Court must seek to achieve the Ideals in all its orders or directions.
>
> (4) All parties have the duty to assist the Court and to conduct their cases in a manner which will help to achieve the Ideals.

Order 9 r 13 of the Rules of Court 2021 provided:

> **Further and better particulars (O. 9, r. 13)**
>
> **13.** The Court may order a party to serve on any other party particulars of any matter stated in the firstmentioned party's pleading if the Court is of the opinion that the particulars are necessary on the facts of the case.

58 Where a proposed amendment to pleadings was otherwise permissible, the need for consequential procedural steps to furnish further and better particulars to those pleadings did not, of itself, necessarily establish that the amendment should be refused. This principle was made evident in *Wee Soon Kim Anthony v UBS AG* [2003] 2 SLR(R) 554 ("*Wee Soon Kim Anthony*"). *Wee Soon Kim Anthony* was a case involving amendments made late in the day, after the completion of the first tranche of trial, to delete large portions of the existing statement of claim and bring in substantial new portions relating to changes to existing pleaded facts, new facts not raised before, and new breaches of fiduciary duties (*Wee Soon Kim Anthony* at [4], [8] and [9]). The court did not

Version No 1: 16 Nov 2026 (14:48 hrs)

allow for these late amendments to be made, but, relevantly for SUM 2779, the court opined at [13] that if the application to amend was allowed, the counterparty in that action would be entitled to amend its pleadings, and it could seek further and better particulars to the new allegations pleaded and seek further discovery if necessary. This *dictum* served to clarify that, as a matter of law, a court could allow an application to amend pleadings, and *yet* order further and better particulars to supplement those amended pleadings or allow for further discovery thereafter. The logical implication here was that proposed amendments to pleadings need not be perfect in terms of their degree of particularisation before the amendments were allowed by the court.

59 However, the power of the court to order further and better particulars did not mean that the court should permit an amendment with deficiencies that were so fundamental that the opposing party could not properly understand the case it must meet. This was illustrated by *Pacific Healthcare Holdings Ltd and another v Precious Surgery Centre Pte Ltd and another and another suit* [2026] SGHCR 25 ("*Pacific Healthcare*"). *Pacific Healthcare* addressed an application by the plaintiffs in HC/S 12/2022 ("Suit 12") to amend their statement of claim (*Pacific Healthcare* at [7]). The first and second plaintiffs in Suit 12 were Pacific Healthcare Holdings Ltd ("PHH") and Pacific Healthcare Specialist Services Pte Ltd ("PHSS") respectively (collectively, the "S 12 Plaintiffs"). The first and second defendants were Precious Surgery Centre Pte Ltd ("PSEC") and Precious Specialist Centre Pte Ltd ("Precious Specialist") respectively (collectively, the "S 12 Defendants") (*Pacific Healthcare* at [3]). In the Statement of Claim (Amendment No 2) ("SOC 2"), the S 12 Plaintiffs alleged that PHH and PSEC had entered into a leasing arrangement around 2014 under which various equipment was leased to PSEC at rates set out in a series of invoices (the "Leasing Agreement" and the "Invoices" respectively). PHSS

Version No 1: 16 Nov 2026 (14:48 hrs)

and PHH respectively claimed sums of $107,347.69 and $256,292.60 from the S 12 Defendants under the Invoices (*Pacific Healthcare* at [6]). By way of HC/SUM 2053/2025 ("SUM 2053"), the S 12 Plaintiffs sought to amend SOC 2 by deleting all references to the Leasing Agreement and replacing them with averments that the equipment-leasing agreements were "evidenced or comprised in" the Invoices themselves. The proposed amendments reformulated the claims as three separate agreements — between PHSS and Precious Specialist, between PHH and Precious Specialist, and between PHSS and PSEC — with the amounts claimed revised to $45,522.32, $261,374.89 and $56,743.08 respectively (*Pacific Healthcare* at [7]). The court in *Pacific Healthcare* applied the *Wang Piao* framework to the amendments sought in SUM 2053 (see *Pacific Healthcare* at [11]). Applying the first stage of the *Wang Piao* framework, the court held that even though the amendments were sought nearly four years after the commencement of the suit, the parties were at a relatively early stage of the proceedings, as trial dates had not been fixed, there were still outstanding issues relating to discovery and parties had yet to exchange AEICs (*Pacific Healthcare* at [14]). Applying the second stage of the *Wang Piao* framework, the court took the view that the draft statement of claim, after incorporating the amendments, was bereft of the material facts and necessary particulars to support the S 12 Plaintiffs' claims based on the alleged agreements between the parties for the lease of equipment (*Pacific Healthcare* at [27]). No particulars on the alleged agreements to lease equipment (such as whether the alleged agreements were written or oral, when the alleged agreements were concluded or what the key terms of the agreements were) were provided (*Pacific Healthcare* at [27]). The court observed that while the S 12 Plaintiffs had annexed the Invoices to the draft amended statement of claim, the Invoices were evidence, not material facts, and pleadings ought to contain material facts (*Pacific Healthcare* at [27]). Hence, the court found that the S 12

Version No 1: 16 Nov 2026 (14:48 hrs)

Plaintiffs' claims based on the alleged agreements were legally unsustainable and liable to be struck out, and it followed that the proposed amendments would not enable the real question or issue in controversy to be determined between the parties (*Pacific Healthcare* at [27]). The court stated that, in view of this conclusion, it was unnecessary to consider the third stage of the *Wang Piao* framework, but, for completeness, the court opined that it would not be just to allow amendments which were deficient and where the party applying for the amendments would have to make further amendments to put its pleading in order or the opposing party would have to request further and better particulars so as to clarify the applying party's case, and that it would not be just in all the circumstances of the case, where the proposed amendments were too deficient and there was no basis to assume that the S 12 Plaintiffs could salvage their case by way of further and better particulars, to allow the amendments (*Pacific Healthcare* at [29]–[30]).

60 Hence, a distinction must be drawn between further particulars that were properly consequential upon an otherwise sufficiently articulated pleading, and particulars that were needed to supply an essential factual foundation which the proposed pleading lacked. The mere possibility of requesting further and better particulars was not invariably an answer to an objection that a proposed amendment was fundamentally defective. At the same time, proposed amended pleadings that were not fundamentally defective, but which contained imperfections in particulars, might still be allowed under the multifactorial analysis in *Wang Piao* if the court was satisfied, *inter alia*, that the proposed amendments would enable the real question and/or issue in controversy to be determined, and that allowing them would be just in the circumstances, consistent with procedural justice as an important aspect of the holistic ideal of justice itself (see *Pacific Healthcare* at [29]–[30] and *Wang Piao* at [18]). It was

Version No 1: 16 Nov 2026 (14:48 hrs)

possible for amendments to pleadings to be allowed by the court, and, for the non-amending party to thereafter succeed in getting further and better particulars for those pleadings by making the appropriate request to the amending party or taking out the appropriate application.

61 The exercise by a non-amending party of their right to withhold agreement (see [56] above) must be assessed against the backdrop of the legal principles as set out above at [57]–[60]. The Ideals (see [57] above), and, in particular, the ideals of expeditious proceedings, cost-effective work, and the efficient use of court resources, suggested that parties should come together informally to resolve any issue relating to the particularisation of amendments to pleadings before any formal applications to court were made. This was in alignment with the admonition in *Singapore Civil Procedure* at para 9/13/1 that even though the Rules of Court 2021 contained no express requirement for the party seeking particulars to have made an attempt to ask for the particulars by issuing a letter to the opposing party as was the case under O 18 r 12(6) of the Rules of Court 2014, such a practice of first exchanging letters before resorting to a formal application would be within the Ideals. If parties could reach an agreement on how the allegedly deficient particulars were to be dealt with, and the pleadings could be amended by written agreement between the parties, that would be optimal. How, then, ought parties to deal with the situation where parties disagreed on whether proposed amendments to pleadings were sufficiently particularised? It was, of course, legitimate for a party faced with proposed amendments that appeared severely deficient in particulars to ask for those particulars before committing to a position on whether to agree to the amendments. The difficulty arose where that objection was maintained even though, on a realistic application of the *Wang Piao* framework, the court would likely allow the amendments. In my view, the procedurally proper course, which

Version No 1: 16 Nov 2026 (14:48 hrs)

course would conduce to the achievement of the Ideals, would be for the parties to keep the *Wang Piao* framework in mind, and act in a manner that best tracks how a court would consider the proposed amendments to pleadings, should a formal application to court for permission to amend be made. If, applying the *Wang Piao* three-step analytical framework realistically, it ought to be apparent that a court would likely allow the amendments, the party objecting to the amendments on the basis that they were allegedly insufficiently particularised ought to seriously consider abandoning the objections to amendment in favour of a post-amendment request (and, if necessary, application) for further and better particulars. In the converse situation, where it ought to be apparent that a court applying the *Wang Piao* three-step analytical framework would not be likely to allow the amendments because, for example, the proposed amendments were too deficient in particulars such that they could not enable the real question or issue in controversy to be determined between the parties (*cf*, *Pacific Healthcare* at [27]), the amending party ought to seriously consider acceding to the request for particulars. Such a course of action would conduce to achievement of the Ideals because it minimized the need for unnecessary formal applications to the court. The non-amending party should not treat its right to withhold agreement to amendments to pleadings as a licence to needlessly obstruct amendments that would be readily allowed under *Wang Piao*.

Principles relating to allegedly immaterial amendments to pleadings

62 A related but distinct question arose where the objection was not that the proposed pleading lacked necessary particulars, but that it contained allegations or particulars which were irrelevant to the issues in dispute. In addressing this question, regard may be had to O 9 r 16(1) of the Rules of Court 2021 which empowered a court to strike out or order amendments to pleadings on several grounds, as follows:

Version No 1: 16 Nov 2026 (14:48 hrs)

> **Striking out pleadings and other documents (O. 9, r. 16)**
>
> **16.**—(1) The Court may order any or part of any pleading to be struck out or amended, on the ground that —
>
> (*a*) it discloses no reasonable cause of action or defence;
>
> (*b*) it is an abuse of process of the Court; or
>
> (*c*) it is in the interests of justice to do so,
>
> and may order the action to be stayed or dismissed or judgment to be entered accordingly.

63 Order 9 r 16(1) of the Rules of Court 2021 was considered in *Asian Eco Technology Pte Ltd v Deng Yiming* [2023] SGHC 260 ("*Asian Eco Technology*"). The court in *Asian Eco Technology* stated at [15] that "[p]leadings (or parts thereof) which are scandalous, frivolous or vexatious, or which may prejudice, embarrass or delay the fair trial of the action, may be struck off as being either an abuse of process or against the interests of justice". The court, at [16], summarised the Court of Appeal's holdings in *Iskandar bin Rahmat and others v Attorney-General and another* [2022] 2 SLR 1018 ("*Iskandar bin Rahmat*") regarding the "abuse of process" and "interests of justice" grounds under O 9 rr 16(1)(*b*) and 16(1)(*c*) of the Rules of Court 2021, as follows:

> (a) the inquiry into what constitutes an abuse of process of the court includes considerations of public policy and the interests of justice, and signifies that the process of the court must be used *bona fide* and properly and must not be abused; the court will prevent improper use of its machinery and the judicial process from being used as a means of vexation and oppression in the process of litigation (*Iskandar bin Rahmat* at [18], citing *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 ("Gabriel Peter") at [21]);
>
> (b) the "interest of justice" ground gives effect to the court's inherent jurisdiction to prevent injustice, such as where the claim is plainly or obviously unsustainable (*Iskandar bin Rahmat* at [19], citing *The Bunga Melati 5* [2012] 4 SLR 546 at [33]).

Version No 1: 16 Nov 2026 (14:48 hrs)

64 The court in *Asian Eco Technology* at [18] cautioned that the grounds of "abuse of process" and "interests of justice" under O 9 r 16 of the Rules of Court 2021 should not be construed too widely, since an overly liberal interpretation of the grounds under O 9 r 16 might invite a deluge of striking out applications and appeals arising out of these applications. Furthermore, the court opined at [36], referring to *Re X Diamond Capital Pte Ltd (Metech International Ltd, non-party)* [2023] SGHC 201 at [14] and *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 at [18], that striking out of pleadings had more serious consequences than the striking out of affidavits and it was only in plain and obvious cases that this power should be invoked.

65 Hence, the court in *Asian Eco Technology* at [20] opined that, to give effect to the Ideals as set out in O 3 r 1 of the Rules of Court 2021 in the context of striking out applications, the court should only allow striking out or expunging of irrelevant material where doing so would serve a broader purpose. The mere irrelevance of an allegation did not invariably justify an order striking it out. The court provided examples of when striking out/expungement applications were appropriate, including removing scandalous allegations, substantially reducing the time and costs of trial or further proceedings, or preventing collateral attacks on the parties or their witnesses. The court explained that such an approach would best balance and effectuate the Ideals of fairness, efficiency, and practicality since, if irrelevancy were the only criteria, parties might be encouraged to engage in satellite litigation over any material alleged to be irrelevant on matters peripheral to the case. The court further explained that such a manner of litigation would cause delays in court proceedings, inefficiency in the use of court resources and an increase in costs.

66 The application of these principles in *Asian Eco Technology* was instructive. The court in *Asian Eco Technology* expunged various pleadings,

Version No 1: 16 Nov 2026 (14:48 hrs)

affidavits, exhibits and written submissions which was not only irrelevant to the dispute, but which were offensive and scandalous and had been included for the collateral purpose of attacking or embarrassing the opposing parties and other individuals: *Asian Eco Technology* at [23]–[35]. At the same time, the court declined to strike out a paragraph of the defence which merely pleaded certain background facts, notwithstanding the objections raised to its inclusion: *Asian Eco Technology* at [36]–[37]. The distinction illustrated that the court's power to strike out irrelevant material should be exercised with regard to the nature of the offending allegations and the practical purpose that their removal would serve.

67 *Asian Eco Technology* provided illuminating guidance, but it was important to transpose its teachings to the context of amendments to pleadings, which was ultimately governed by the *Wang Piao* framework.

68 In my view, the principles distilled from *Asian Eco Technology* were relevant especially at the second stage and, potentially, at the third stage of the *Wang Piao* three-stage analytical framework. As noted in *Wang Piao* at [17], when discussing precedents relevant to the second stage of the *Wang Piao* framework, the court "cannot be expected to adjudicate on a bad pleading that is likely to be struck out in any event" (see also *Wang Piao* at [14], referring to the Court of Appeal decision of *Ng Chee Weng v Lim Jit Ming Bryan and another* [2012] 1 SLR 457 ("*Ng Chee Weng*") at [106] where the court opined that "[e]ven if an amendment is in order, the court will not allow the amendment if it is obvious that the amended claim would be struck out at trial"). Hence, to the extent that, under O 9 r 16(1) of the Rules of Court 2021 and the principles distilled from *Asian Eco Technology*, proposed amendments to pleadings would be likely to be struck out in any event, the court ought to disallow said amendments at the second stage of the *Wang Piao* framework.

Version No 1: 16 Nov 2026 (14:48 hrs)

69 There was one point here which warranted amplification. As foreshadowed above at [65], the court in *Asian Eco Technology* held at [20] that to "give effect to the Ideals in the context of striking out applications, the court should only allow striking out or expunging of irrelevant material where doing so would serve a broader purpose". Key examples given included "removing scandalous allegations, substantially reducing the time and costs of trial or further proceedings, or preventing collateral attacks on the parties or their witnesses". These considerations were germane at the second stage of the *Wang Piao* framework. This was because the issue for consideration at the second stage was whether the amendments sought would enable the real question or issue in controversy between the parties to be determined. At [17] of *Wang Piao*, the court opined, referring to *Ng Chee Weng* at [106], that a court would disallow an amendment that was useless or merely technical or trivial. The court in *Wang Piao* further held, referring to Sir Jack Jacob & Iain S Goldrein, *Pleadings: Principles and Practice* (Sweet & Maxwell, 1990) at p 198, that it would not be right for the amendment to be made to vex the opposing party or for any other ulterior motive. Where proposed amendments would "enlarge the areas of dispute, lengthen the trial, and increase costs", but were "useless or immaterial insofar as they do not assist in the determination of the real question in controversy" and were "inimical with the efficient resolution of the dispute between the parties", they ought to be disallowed: *Lum Kai Heng v Quek Peng Chai and Others* [2001] SGHC 61 at [31].

70 I observed, at this juncture, that pleadings vulnerable to striking out under O 9 r 16(1) of the Rules of Court 2021 might also be prejudicial to the non-amending party and there might be other reasons why amendments to introduce such pleadings were unjust. In such cases, the third stage of the *Wang Piao* framework might also be engaged.

Version No 1: 16 Nov 2026 (14:48 hrs)

71 I applied these principles to SUM 2779.

Analysis and Decision

72 I began with three observations which framed the application of the principles set out above. First, the Defendants had already pleaded that the 2018 Agreement was a loan rather than an investment, that the parties reached the Alleged Settlement Agreement in March 2024, and that certain alternative defences arose if there was no effective settlement (see [5]–[9] above). SUM 2779 was thus principally concerned with *amplifying* the factual narrative in support of existing defences, rather than introducing an entirely new defence. This consideration favoured allowing amendments which genuinely clarified the existing issues (in contrast to amendments that raised totally different issues at a late stage in proceedings): *Wang Piao* at [14].

73 Second, the timing of SUM 2779 was significant. Although the AEICs of the Claimant, Mr Loh and the Second Defendant were filed on 8 July 2026, the trial of OC 116 had been fixed for 27–30 April 2027, and the single application pending trial had not yet been filed as at the time when SUM 2779 was heard before me (see [11] above). SUM 2779 was not an application made on the eve of trial (or, worse, during or even after trial), and this consideration weighed in favour of allowing amendments under the first stage of the *Wang Piao* framework. I flag, at this juncture, that my identification in this paragraph of the stage of proceedings at which the present amendment application was filed applied across all the amendments which were the subject of SUM 2779; in the interests of concision, I would not separately discuss the analysis for stage one of the *Wang Piao* framework for each set of amendments canvassed below.

Version No 1: 16 Nov 2026 (14:48 hrs)

74 Third, the real questions and issues in controversy in OC 116 included: (a) whether the Alleged Settlement Agreement existed; (b) if yes, what its terms were; and (c) whether the Second Defendant remained liable under the Personal Guarantee. These questions and controversies explained why communications concerning repayment and compromise might be material to the resolution of OC 116.

75 The Claimant's agreement in principle to the Agreed-upon Amendments was relevant, but must not be overstated. I was conscious that such agreement in principle did not amount to consent to all proposed amendments concerning Mr Loh merely because said amendments touched upon the same general subject matter. I was unable to agree with the Defendants that the Claimant's request for further and better particulars amounted to a concession that the Allegedly Ill-Particularised Amendments, as set out in Annex B, ought to be allowed purely on the basis that these amendments related to material facts. Materiality and the adequacy of particulars were matters requiring distinct analysis under the second and possibly the third stages of the *Wang Piao* framework. To put this in another way, I was of the view that a proposed amendment could be material, but yet be so ill-particularised as to warrant exclusion (see [46] and [59]–[61] above).

The Allegedly Ill-Particularised Amendments

76 The Claimant's principal objections to the Allegedly Ill-Particularised Amendments were that the Defendants had not specified when and how particular communications occurred, who participated in them, or the precise substance of what was said. He submitted that, without those particulars, he could not reasonably know the case he had to meet. Those complaints must be examined with attention paid to context. The court's concern was not whether

Version No 1: 16 Nov 2026 (14:48 hrs)

every potentially useful evidential detail had been included in the proposed amendments, but whether the proposed amendments communicated the material facts with sufficient clarity, when the amendments were read in context.

77 Where a party relied on an oral agreement in mounting the party's claim or defence, the guidance provided by *W Power* at [151] (see [49] above) indicated that it might be "necessary to plead the material facts said to give rise to the agreement and, if an oral agreement is alleged, the date or range of dates on which the agreement was made, the parties to the agreement, the substance of the discussions said to give rise to the agreement and particulars of breach including in cases where limitation defences are in issue, the date the breach is said to have occurred and the damages said to have flowed from the breach". But not every alleged conversation forming part of the history of the pleaded oral agreement constituted a separate oral agreement requiring the full particularisation to the extent stipulated at *W Power* at [151]. The existing defence already identified the parties to the Alleged Settlement Agreement, its approximate conclusion in March 2024, the further sums paid by the Defendants said to have been accepted by the Claimant in full and final settlement, and the circumstances concerning the purported draft written settlement agreement presented by the Second Defendant at the March 2024 meeting between the parties. The impugned amendments relating to Mr Loh must be assessed in that context.

78 I turned first to the subset of the Allegedly Ill-Particularised Amendments set out in serial numbers 1 and 2 in Annex B. These amendments stated that, after the Claimant expressed reservations about a direct investment in a project in Cambodia, Mr Loh contacted the Second Defendant and conveyed that the Claimant was prepared instead to consider extending a loan

Version No 1: 16 Nov 2026 (14:48 hrs)

to the First Defendant so the First Defendant could itself invest. These proposed amendments identified the intermediary, the recipient of the communication and, importantly, the substance of the communication. Read with the pleaded sequence of events leading to the execution of the 2018 Agreement on 2 February 2018, the communication was also temporally located within a definite period which could be discerned from the pleadings as a whole, even if no particular day was supplied.

79 I did not consider the absence of the mode of communication, its exact date, or the names of other persons present to be fatal. The proposed pleading left no real doubt that the Defendants wished to say that Mr Loh conveyed a change in the Claimant's contemplated transaction from an investment to a loan. The Claimant could admit or deny that proposition and, at trial, challenge the reliability of the Second Defendant's account or the inference sought to be drawn from it. Precisely when the communication occurred, whether other persons were present, or how Mr Loh reached out to the Second Defendant were not indispensable, at this stage, to enabling the real questions or issues in controversy between the parties to be determined. And neither did the absence of these precise details render it unjust to allow these amendments. I allowed the amendments set out in serial numbers 1 and 2 in Annex B. I pause to expressly state here that my decision to allow these amendments said nothing about whether a court would look favourably or unfavourably on a further application for further and better particulars, because the tests applied in that application were different from the framework laid down in *Wang Piao* concerning amendments to pleadings. This same observation applied to the rest of the amendments considered and allowed in SUM 2779.

80 The second group comprised the subset of the Allegedly Ill-Particularised Amendments set out in serial number 3 in Annex B. They alleged

Version No 1: 16 Nov 2026 (14:48 hrs)

that Mr Loh sought to mediate the repayment dispute as between the Claimant and the Second Defendant; that, in or around May 2023, Mr Loh suggested that the Second Defendant transfer some money to the Claimant to appease him; and that Mr Loh arranged a transfer of S$190,000 from the First Defendant's DBS bank account to the Second Defendant's personal bank account on 15 May 2023. These allegations explained the asserted purpose of an identified payment. Their relevance was apparent when read with the undisputed payment of S$190,000 to the Claimant between 17 and 23 May 2023.[95]

81 The words "sought to mediate" were a general characterisation of Mr Loh's conduct. Had this been the only fact stated, the objection as to vagueness would have carried more weight. But the allegation was followed by the time period, participants, proposed course of action and purpose of the suggested transfer. The phrase "to appease him for a while" also supplied the gist of the suggested communication, without purporting to reproduce the precise words used. In my judgment, the proposed pleading gave sufficient notice of the case that the Claimant had to meet. I considered that sufficient particulars had been provided to enable the real questions and issues in controversy between the parties to be determined, and that it was just to allow the amendments.

82 The third group comprised the subset of the Allegedly Ill-Particularised Amendments set out in serial number 4 in Annex B. The Defendants wished to plead that, between June and July 2023, the Second Defendant liaised with Mr Loh and one Mr Lee Kok Heng Jeremiah concerning a proposed meeting with the Claimant, to convey the First Defendant's inability to make full repayment, and asked Mr Loh to ascertain whether the Claimant would be amenable to a settlement. This was, in substance, a pleaded attempt to explore compromise

---

95 C DTC at para 6.

Version No 1: 16 Nov 2026 (14:48 hrs)

through an identified intermediary during a specified period. Both the subject of the request and the relevant participants were discernible.

83 I was not persuaded that permission to make these amendments should be withheld merely because the proposed pleading did not disclose the particular medium by which the Second Defendant made his request, the precise day the request was made, or the identities of any bystanders. The substance of the request was already stated: to find out whether the Claimant was prepared to settle. The period during which the Second Defendant liaised with Mr Loh and Mr Lee Kok Heng Jeremiah was already included in the proposed amendments. The proposed allegations were capable of being answered and tested by the Claimant's own evidence and by examination of Mr Loh. I considered that sufficient particulars had been provided to enable the real questions and issues in controversy between the parties to be determined, and that it was just to allow the amendments. I allowed these amendments.

84 The fifth set of amendments in Annex B required more careful treatment. It comprised several distinct propositions. The first was that, through conversations with Mr Loh, the Second Defendant understood the Claimant to be willing to settle as the Claimant wanted immediate funds. The next was that the Claimant had suffered significant losses in his personal investments. The final proposition was that the Claimant knew, or ought to have known, of the First Defendant's inability to make full repayment, partly because of alleged mismanagement of the First Defendant's moneys and partly because of the absence of returns from the Cambodian project (see [78] above). The second and third propositions overlapped with the objections considered below under the Allegedly Immaterial Amendments.

Version No 1: 16 Nov 2026 (14:48 hrs)

85 As to the first proposition, the Defendants have identified the source of the Second Defendant's asserted understanding and the tenor of the information conveyed by Mr Loh: Mr Loh allegedly represented that the Claimant was amenable to settlement and interested in immediate payment. These matters bore directly on the negotiations which the Defendants relied upon to establish the Alleged Settlement Agreement. I regarded that part of the proposed amendments as a permissible elaboration of the existing defence. Its adequacy must not be judged by treating it as a newly pleaded settlement agreement, because it was no more than an alleged earlier communication bearing on the parties' negotiating positions and their motivations for allegedly settling their dispute. The second proposition (*viz*, that the Claimant had suffered significant losses in his personal investments) added texture and detail to the first proposition. This second proposition explained *why*, according to the Defendants' understanding, the Claimant wanted the immediate funds that a settlement could potentially unlock. I permitted the Defendants to plead these understandings as I considered that sufficient particulars had been provided to enable the real questions and issues in controversy between the parties to be determined, and that it was just to allow the amendments.

86 The proposition that the Claimant knew, or ought to have known, of the First Defendant's inability to make full repayment required more delicate treatment because it was bound up with the objected-to assertion that Mr Loh mismanaged the First Defendant's moneys. This pleading alleging mismanagement of moneys would be discussed later. It sufficed to say here that I was prepared to allow amended pleadings from the Defendant which factually plead that there were losses in the parties' moneys which was managed by Mr Loh because such losses did not require voluminous evidence to prove and because such losses were logically relevant to the pleaded elements of the

Version No 1: 16 Nov 2026 (14:48 hrs)

defences that: (a) the Claimant was keen to settle the dispute as he wanted immediate funds; and (b) that Mr Loh had reasons to play a liaison role in payment disputes between the Claimant and the Defendants. However, as explained below, I was not prepared to allow amendments which alleged that Mr Loh mismanaged the First Defendant's moneys as these allegations of mismanagement would not conduce to enabling the real questions and issues in controversy in OC 116 to be determined. Other than this point about the alleged mismanagement of moneys by Mr Loh, I was minded to allow these amendments. These amendments went towards presenting the Defendants' account of another reason why, in the Defendants' view, the Claimant was motivated to settle (*viz*, because the Claimant knew of the First Defendant's limited means and thus, presumably, it was better to settle and get something rather than to vainly seek full repayment). These amendments also went towards explaining why and how Mr Loh allegedly got involved in mediating the dispute between Claimant and Defendants. The proposed pleading asserted that the Claimant's awareness of the First Defendant's financial situation came about "through Mr Loh". It was always open to the Claimant, at trial, to provide evidence of the sort of communications that took place between the Claimant and Mr Loh to either show that communications relating to the First Defendant's financial situation either did not occur, or, perhaps, that Mr Loh conveyed information that was different from the picture painted by the Defendants. I found that sufficient particulars had been provided to enable the real questions and issues in controversy between the parties to be determined, and that it was just to allow the amendments.

87 The final item in Annex B concerned a proposed pleading that the Second Defendant could repay only about S$1,000 or slightly more per month on a separate personal loan extended by the Claimant to the Second Defendant.

Version No 1: 16 Nov 2026 (14:48 hrs)

The existence of a later personal loan of S$30,000, and the amendment made to its approximate date from May 2024 to late March or April 2024, were separately found among the Agreed-upon Amendments (see serial numbers 6 and 8 of Annex A). The additional allegation therefore concerned the manner in which the Second Defendant said he proposed to service an already identified, later loan; it did not plead a new cause of action or defence in these proceedings.

88 In that setting, the Claimant's request for details of how the Second Defendant communicated and who else was present did not identify a material gap warranting refusal of the amendment. The person said to have made the communication, the substance of the proposed payments, and what the payments were said to be in service of were sufficiently clear. I found that sufficient particulars had been provided to enable the real questions and issues in controversy between the parties to be determined, and that it was just to allow the amendments.

89 I was ultimately of the view that the Allegedly Ill-Particularised Amendments ought to be allowed under the *Wang Piao* framework. Referring to [61] above, I considered that the proper course to be taken, if the Claimant needed further and better particulars about these amendments, would be for the amendments to be formally made first, and for the Claimant to thereafter make a post-amendment request (and, if necessary, application) for further and better particulars. I further observed, at this juncture, that the principles governing when a court would order a party to serve on any other party particulars of any matter stated in the firstmentioned party's pleading under O 9 r 13 of the Rules of Court 2021(see, *eg*, *Singapore Civil Procedure* at para 9/13/1 and *Invest Partners Capital Group Pte Ltd v Deutsche Bank AG* [2026] SGHCR 26 at [23]) were not coextensive with the principles found in the *Wang Piao* framework on amendments to pleadings. In other words, the legal test that a court would apply

Version No 1: 16 Nov 2026 (14:48 hrs)

in deciding whether to order further and better particulars under O 9 r 13 of the Rules of Court 2021 was not the same as the legal test governing the exercise of the court's discretion to allow amendments to pleadings under O 9 r 14(1). An amendment could therefore satisfy the *Wang Piao* framework and yet remain properly the subject of a further request or order for particulars.

The Allegedly Immaterial Amendments

90 I turned to the Allegedly Immaterial Amendments set out in Annex C. The factual context surrounding discussions which, on the Defendants' case, resulted in a full and final settlement and, on the Claimant's case, fell through, was relevant to a court deciding whether the Alleged Settlement Agreement existed, and, if yes, what were its terms. One of the Defendants' proposed amendments, which amendment was agreed to by the Claimant, was that at "all material times, Mr Loh acted as the point of liaison as between the Claimant and the 2nd Defendant in relation to the matters arising from the" 2018 Agreement (see serial number 4 of Annex A). In my view, proposed amendments to pleadings that provided texture and detail to the interactions *inter se* as between the Claimant, the Defendants and Mr Loh were material and relevant to the resolution of the real questions and issues in controversy as between the parties, namely the existence and terms of the Alleged Settlement Agreement and, relatedly, whether any liability remained in relation to the Personal Guarantee.

91 However, I was of the view that the allegations about *mismanagement* of moneys by Mr Loh ought not to be allowed as they enlarged the areas of dispute, and would lengthen the trial and increase costs, without enabling the real questions and issues in controversy between the parties to be determined.

Version No 1: 16 Nov 2026 (14:48 hrs)

92 The Second Defendant's affidavit filed in support of SUM 2779 stated that the First Defendant had commenced an action against Mr Loh and Azimut Investment Management Singapore Ltd in HC/OC 190/2026 ("OC 190") in February 2026, and that OC 190 set out the First Defendant's claims against Mr Loh and his then-employer regarding losses suffered in the First Defendant's DBS bank account.[96] The relationship between the claims in OC 190 and the Defendants' defences in OC 116 was summarised at paragraph 32 of the Second Defendant's affidavit filed in support of SUM 2779, which merited reproduction in full:

> However, OC 190 is entirely separate from this present action. In the present action, OC 116, the Defendants are not seeking a determination from the Honourable Court as to whether there was wrongdoing on Mr. Loh's part vis-à-vis the losses in LSS's DBS Bank Account. The Defendants' position is that Mr. Loh had knowledge of the losses suffered by both the 1st Defendant and the Claimant, and given parties' poor financial situation, this eventually led to the settlement between parties of all matters relating to the Loan Agreement. In the premises, Mr. Loh's role as a liaison and mediator between parties (as well as the circumstances leading up to the reasons why he had assumed this role) are relevant and material to OC 116.

93 In my view, what was material and helpful to resolving OC 116 was the point that "Mr Loh had knowledge of the losses suffered by both the 1st Defendant and the Claimant, and given parties' poor financial situation, this eventually led to the settlement between parties of all matters relating to the Loan Agreement". Whether these losses were the result of *mismanagement* (with accompanying connotations of wrongdoing) on the part of Mr Loh or parties related to him, such as Azimut Investment Management Singapore Ltd, was a matter to be decided in OC 190.

---

96 LKL 2026 09 22 at para 31.

Version No 1: 16 Nov 2026 (14:48 hrs)

94 I was hence of the view that, in relation to the proposed amendments at serial number 2 of Annex C, the word "*mismanagement*" in "as a result of *mis*management of the 1st Defendant's monies by Mr Loh and/or his employer at the material time, Azimut Investment Management Singapore Ltd" (emphasis added) ought not to be allowed. Similarly, the word "*mismanagement*" in "Mr Loh's *mis*management of the 1st Defendant's monies in LSS's DBS Bank Account" (emphasis added) in serial number 4 of Annex C ought not to be allowed either.

95 I allowed the rest of the Allegedly Immaterial Amendments on the basis that they enabled the real questions and issues in controversy in OC 116 to be determined, and that it was just to allow the amendments. I was satisfied that the rest of the Allegedly Immaterial Amendments provided important context which might shed light on why and how Mr Loh came to play a liaison and/or a mediator role as between the Claimant and the Defendants, which was relevant to the existence and terms of the Alleged Settlement Agreement. For the avoidance of doubt, the amendments allowed included serial number 3 of Annex C, which pleaded, *inter alia*, that "Mr Loh told the 2nd Defendant that the Claimant had similarly suffered huge losses as a result of Mr Loh's management and/or investment of the Claimant's monies". I was of the view that the fact that large losses occurred because of Mr Loh's management of moneys was something that did not unnecessarily enlarge the areas of dispute without enabling the real questions and issues in controversy between the parties to be determined. This was because losses could easily be proven or disproved by examining the bank statements for accounts managed by Mr Loh. Investments carry risk and investment managers could suffer losses in assets under management with or without there being wrongful conduct. However, if it was true that Mr Loh managed both the Claimant's and the Defendants' moneys and

Version No 1: 16 Nov 2026 (14:48 hrs)

losses resulted (regardless of whether this was due to any wrongdoing on Mr Loh's part), that would still be relevant in informing why and how Mr Loh came to play a liaison and/or a mediator role as between the Claimant and the Defendants, which was relevant to the existence and terms of the Alleged Settlement Agreement. Relatedly, in relation to serial numbers 2 and 4 of Annex C, I allowed amendments that reference simply that Mr Loh's *management* (whether with or without the involvement of other persons associated with Mr Loh, such as his then-employer) of the First Defendant's moneys in its bank accounts led to significant losses, without any allegation that Mr Loh *mismanaged* the moneys.

96 For completeness, I flag expressly here that I took the view that the Allegedly Ill-Particularised Amendments and those of the Allegedly Immaterial Amendments that I had allowed passed muster under the third stage too of the *Wang Piao* framework. Allowing these amendments would not cause any prejudice to the Claimant which could not be compensated in costs, and the Defendants were not, by these amendments, asking for a second bite at the cherry. The Defendants were not seeking to litigate an entirely new contractual defence; the existence and alleged effect of the Alleged Settlement Agreement purportedly entered into in March 2024 had been in issue since the original defences were filed. The amendments permitted above fleshed out the interactions between Mr Loh, the Claimant and the Defendants which shed light on the existence and terms of the Alleged Settlement Agreement, and, relatedly impacted on whether any liability remained in relation to the Personal Guarantee. Moreover, SUM 2779 was pursued with many months to go before the scheduled April 2027 trial. Although the exchange of AEICs had already occurred, there was no demonstrated prejudice in respect of these amendments which could not adequately be addressed through consequential amendments to

Version No 1: 16 Nov 2026 (14:48 hrs)

pleadings, any justified supplementary evidence and an appropriate order on costs.

Conclusion

97 I therefore allowed SUM 2779 in part. In summary, most of the amendments sought by the Defendants were allowed, save for those amendments that alleged *mis*management of moneys on the part of Mr Loh and those persons associated with him.

98 I heard parties on costs and fixed the costs of SUM 2779 at $2,700, payable by the Claimant to the Defendants. I directed parties to discuss the issue of disbursements and endeavour to reach agreement, and to write to court by noon on 28 October 2026 with brief submissions of two pages each for the court to fix the disbursements, if no agreement could be reached. I further issued consequential directions relating to the filing of amended pleadings and ordered that costs incurred by the Claimant consequential to the amendments that he had to make, arising from the Defendants' amendments, were reserved, if parties were unable to agree on these costs.

Chong Ee Hsiun
Assistant Registrar

Version No 1: 16 Nov 2026 (14:48 hrs)

Moiz Haider Sithawalla and Sean Rene Gabriel (Tan Rajah & Cheah)
for the claimant;
Lua Jing Ing Priscilla and Petrina Tan Heng Kiat (Bih Li & Lee LLP)
for the defendants.

Version No 1: 16 Nov 2026 (14:48 hrs)

Annex A: Amendments the Claimant was agreeable to

S/N	Reference	Proposed Amendment underlined and/or struck-through	Nature of Amendment
1.	Paragraph 6(1) of DCCA1 and DA1	In or around December 2017, the 2nd Defendant (as a representative of the 1st Defendant) approached the Claimant (through Mr Loh) regarding an investment opportunity which involved, *inter alia*, a hotel development project in Cambodia which was being led by one Mr. Lee Kok Heng Jeremiah ("**Jeremiah**"). During parties' discussions, the 2nd Defendant showed the Claimant the marketing materials for the Project which he had on hand.	How the 2nd Defendant was first introduced to the Claimant through Mr. Loh.
2.	Paragraph 6(2) of DCCA1 and DA1	Prior to parties' meeting, the 1st Defendant had, using its own funds and through its related entity, Lim Soo Seng & Sons (Pte.) Ltd., already invested into the Project.	The manner in which the 1st Defendant invested its funds.
3.	Paragraph 7(3) of DCCA1 andDA1	Mr Loh prepared a draft agreement which stipulated ~~In addition, parties negotiated~~ that (a) the 1st Defendant would, amongst other things, make repayment of S$1,971,750(i.e., the Amount) and further payment of 1.5	Mr. Loh's role in the signing of the Loan

		times of the Amount by 1 February 2021;(b) if the aforesaid payments were not made by 1 February 2021, the 1st Defendant would pay additional default interest at the rate of 4% per annum on ~~2.5 times of~~ the Amount; and (c) the 2nd Defendant would sign a personal guarantee in respect of the loan, i.e. the PG. It was in those circumstances that the agreement between parties dated2 February 2018 was executed (the "**Loan Agreement**").	Agreement, including preparing drafts.
4.	Paragraphs 7(4A) and 23A of DCCA1 Paragraph 7(4A) of DA1	In or around January 2023, Mr Loh sent WhatsApp messages to the 2nd Defendant which requested *inter alia* that either the 2nd Defendant or Jeremiah provide updates (to be conveyed to the Claimant) as regards repayment of the loan under the Loan Agreement. At all material times, Mr Loh acted as the point of liaison as between the Claimant and the 2nd Defendant in relation to the matters arising from the Loan Agreement.	How Mr. Loh acted as an intermediary, and point of liaison between parties for matters arising from the Loan Agreement.
5.	Paragraphs 7(5) and 24 of DCCA1 Paragraph 7(5) of DA1	Between 17 May 2023 and 23 May 2023, in light of what Mr Loh had said about appeasing the Claimant and while both the 1st and 2nd Defendants believed that the Loan Agreement (including the PG) was valid and enforceable at the material time, the 1st Defendant (through the 2nd Defendant) made payment of the total sum of S$190,000 to	Mr. Loh's role as a mediator between the Defendants and the Claimant.

Version No 1: 16 Nov 2026 (14:48 hrs)

		the Claimant, in repayment of the principal sum advanced under the Loan Agreement.	
6.	Paragraphs 7(7)(e) of DCCA1 and DA1	The 1st Defendant avers that subsequent to the March 2024 Meeting, and in or around ~~May~~ late March / April 2024, the Claimant extended a loan for S$30,000 to the 2nd Defendant, in his personal capacity. The 2nd Defendant avers that subsequent to the March 2024 Meeting, and in or around ~~May~~ late March / April 2024, he requested a loan of S$30,000 from the Claimant. The Claimant agreed to extend this loan to the 2nd Defendant.	Timeframe for the personal loan.
7.	Paragraphs 15(2) of DCCA1 and DA1	The 1st Defendant avers that between 17 May 2023 and 23 May 2023, in light of what Mr Loh had said about appeasing the Claimant and believing that the Loan Agreement was valid and enforceable at the material time, the 1st Defendant (through the 2nd Defendant) made payment of the total sum of S$190,000 to the Claimant, in repayment of the principal sum advanced under the Loan Agreement. The 1st Defendant repeats paragraphs 7(4A) to 7(5A) of this DCC. The 2nd Defendant avers that between 17 May 2023 and 23 May 2023, in light of what Mr Loh had said about	Mr. Loh's role as a mediator between the Defendants and the Claimant.

Version No 1: 16 Nov 2026 (14:48 hrs)

		appeasing the Claimant and while both the 1st and 2nd Defendants believed that the Loan Agreement (including the PG) was valid and enforceable at the material time, the 1st Defendant (through the 2nd Defendant) made payment of the total sum of S$190,000 to the Claimant, in repayment of the principal sum advanced under the Loan Agreement. The 2nd Defendant repeats paragraphs 7(4A) to 7(5A) of this Defence.	
8.	Paragraph 27 of DCCA1	Subsequent to the March 2024 Meeting, and in or around ~~May~~ late March / April 2024, the Claimant extended a loan for S$30,000 to the 2nd Defendant, in his personal capacity.	

Version No 1: 16 Nov 2026 (14:48 hrs)

Annex B: Amendments in respect of which the Claimant had requested further and better particulars

S/N	Reference	Proposed Amendment underlined and/or struck-through, with amendments that the Claimant was objecting to absolutely reflected in bold	Further and Better Particulars Sought	Nature of Amendment
1.	Paragraph 6(3) of DCCA1 and DA1	The Claimant was reluctant to invest directly in the Project, and expressed that he was unfamiliar with the business landscape in Cambodia. Subsequently, Mr Loh reached out to the 2nd Defendant and said that instead of investing, ~~Notwithstanding this~~, the Claimant was prepared to consider extending a loan to the 1st Defendant, for the purposes of the 1st	*When and how did Mr Loh reach out to the 2nd Defendant? Who else was present?*	How Mr. Loh acted as an intermediary, and point of liaison between the Claimant and the Defendants in relation to the matters arising from the Loan Agreement.

		Defendant further investing in the Project.		
2.	Paragraph 7(1) of DCCA1 and DA1	As to the first sentence of paragraph 7 of the SOC, the Claimant was reluctant to invest directly in the Project, and expressed that he was unfamiliar with the business landscape in Cambodia. Subsequently, Mr Loh reached out to the 2nd Defendant and said that instead of investing, ~~Notwithstanding this,~~ the Claimant was prepared to consider extending a loan to the 1st Defendant, for the purposes of the 1stDefendant further investing in the Project. Save as aforesaid, the first sentence of paragraph 7 of the SOC is denied.	*When and how did Mr Loh reach out to the 2nd Defendant? Who else was present?*	How Mr. Loh acted as an intermediary, and point of liaison between the Claimant and the Defendants in relation to the matters arising from the Loan Agreement.

Version No 1: 16 Nov 2026 (14:48 hrs)

3.	Paragraphs 7(4D) and 23D of DCCA1 Paragraph 7(4D) of DA1	Mr Loh initially sought to mediate the issue of the repayment of the loan under the Loan Agreement as between the Claimant and the 2nd Defendant. In or around May 2023, Mr Loh suggested that the 2nd Defendant transfer some monies to the Claimant to appease him for a while. On 15 May 2023, Mr Loh arranged for $190,000 to be transferred from LSS's DBS Bank Account to the 2nd Defendant's personal bank account.	*How did Mr Loh try to mediate?* *How/in what manner did he suggest that the 2nd Defendant transfer monies to appease the Claimant (i.e. what did he say)?*	Mr. Loh's role as a mediator between the Defendants and the Claimant.
4.	Paragraphs 7(5A) and 24A of DCCA1	Between June to July 2023, the 2nd Defendant liaised with Mr Loh and Jeremiah, including to arrange a meeting between the Claimant and Jeremiah, in	*When and how did the 2nd Defendant ask Mr Loh to assist him to*	How Mr. Loh acted as an intermediary, and point of liaison between the Claimant and the Defendants in relation to the matters arising from the Loan Agreement.

Version No 1: 16 Nov 2026 (14:48 hrs)

	Paragraph 7(5A) of DA1	order to convey that the 1st Defendant did not have monies to repay the loan to the Claimant in full. The 2nd Defendant further asked Mr Loh to assist him to see if the Claimant would be open to settling matters instead. Mr Loh did so, and at all material times, acted as the point of liaison as between the Claimant and the 2nd Defendant in relation to the matters arising from the Loan Agreement.	*see if the Claimant would be opening to settling matters? Who else was present at the time?*	Mr. Loh's role as a mediator between the Defendants and the Claimant.
5.	Paragraphs 7(6) and 25 of DCCA1 Paragraph 7(6) of DA1	...The 2nd Defendant understood (through his conversations with Mr Loh) that the Claimant was also keen to settle matters under the Loan Agreement as the Claimant was desirous of receiving immediate funds,	*When was this communicated to the Claimant?* *How was this communicated*	Mr. Loh's role as a mediator between the Defendants and the Claimant.

Version No 1: 16 Nov 2026 (14:48 hrs)

		in light of the significant losses he had suffered in his personal investments. Further, the Claimant (through Mr Loh) was also well aware and/or should have been well aware that the 1st Defendant had very limited funds and was not in a position to make full repayment of the amount under the Loan Agreement because of ***(a) Mr Loh's mismanagement of the 1stDefendant's monies in LSS's DBS Bank Account;*** and (b) the 1st Defendant had not received any profits or payments out from the Project.	*to the Claimant?* *What personal investments of the Claimant are being referred to?*	
6.	Paragraph 7(7)(f) of DA1	The ~~Claimant further stated that the~~ 2nd Defendant stated that he would only be able to	*How was this communicated by the 2nd*	The 2nd Defendant's communications with the Claimant in respect of the personal loan.

Version No 1: 16 Nov 2026 (14:48 hrs)

		repay about $1,000+ each month, which would cover some of ~~would only need to repay~~ the interest component on the loan~~, until such time that the 2nd Defendant would be able to repay the principal sum of S$30,000 to the Claimant in full~~. Between 9 May 2024 and 13 February 2025, the 2nd Defendant made repayment of the total sum of $14,567 to the Claimant.	*Defendant? Who else was present at the time?*	

Version No 1: 16 Nov 2026 (14:48 hrs)

Annex C: Amendments the Claimant objected to

S/N	Reference	Proposed Amendment underlined	Nature of Amendment
1.	Paragraph 5(1A) of DCCA1 and DA1	The 2nd Defendant first got to know Mr Loh sometime in or around 2015 or2016. Subsequently, in or around April 2017, the 1st Defendant's representatives (the 2nd Defendant and CSK) entrusted Mr Loh, in his then capacity as an employee of Wise Torch Investments (SG) Pte. Ltd. ("**Wise Torch"),** to manage the 1st Defendant's monies in a bank account opened with DBS Bank Ltd ("**LSS's DBS Bank Account").** At all material times, Mr Loh informed the 2nd Defendant and CSK (as representatives of the 1st Defendant) that the bulk of the monies in LSS's DBS Bank Account would be placed into a fixed deposit arrangement.	The losses sustained by the 1st Defendant, as a consequence of Mr. Loh's mismanagement of the 1st Defendant's monies.
2.	Paragraphs 7(4B) and 23B of DCCA1	In or around March 2023, the 1st Defendant discovered the huge losses it had suffered in LSS's DBS Bank Account as a result of	The losses sustained by the 1st Defendant, as a consequence

	Paragraph 7(4B) of DA1	mismanagement of the1st Defendant's monies by Mr Loh and/or his employer at the material time, Azimut Investment Management Singapore Ltd.	of Mr. Loh's mismanagement of the 1st Defendant's monies.
3.	Paragraphs 7(4C) and 23C of DCCA1 Paragraph 7(4C) of DA1	The 2nd Defendant understood that Mr Loh had been managing and/or investing monies on behalf of the Claimant. In or around March 2023, Mr Loh told the 2nd Defendant that the Claimant had similarly suffered huge losses as a result of Mr Loh's management and/or investment of the Claimant's monies.	The losses sustained by the Claimant, as a result of Mr. Loh's management of the Claimant's monies.
4.	Paragraphs 7(6) and 25 of DCCA1 Paragraph 7(6) of DA1	*NB. Only the portion in bold is being objected to in this category* ...The 2nd Defendant understood (through his conversations with Mr Loh) that the Claimant was also keen to settle matters under the Loan Agreement as the Claimant was desirous of receiving immediate funds, in light of the significant losses he had suffered in his personal investments. Further, the Claimant (through Mr Loh) was also well aware and/or should have been well aware that the	The losses sustained by the 1st Defendant and the Claimant (following Mr Loh's management of their respective monies), and hence, parties' motivations behind reaching a settlement of the dispute

Version No 1: 16 Nov 2026 (14:48 hrs)

		1stDefendant had very limited funds and was not in a position to make full repayment of the amount under the Loan Agreement because of ***(a) Mr Loh's mismanagement of the 1st Defendant's monies in LSS's DBS Bank Account;*** and (b) the 1st Defendant had not received any profits or payments out from the Project.	

Version No 1: 16 Nov 2026 (14:48 hrs)

Version No 1: 16 Nov 2026 (14:48 hrs)