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

[2026] SGHCR 17

Originating Claim No 265 of 2025 (Summons No 883 of 2026)

Between

eSave AG

… *Claimant*

And

(1) eSave APAC Pte Ltd
(2) iSense Global Pte Ltd

… *Defendants*

JUDGMENT

[Civil Procedure — Production of documents — Documents referred to in a pleading or affidavit — Approach under Rules of Court 2021]

[Civil Procedure — Production of documents — Notice to produce]

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v
eSave APAC Pte Ltd and another

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AR Elton Tan Xue Yang:

Introduction

1 The Rules of Court 2021 (the "2021 Rules") are, in the words of their drafters, not intended to "provide detailed rules for every conceivable scenario". The aim was to "establish a framework with broad but clear parameters that would take care of the vast majority of cases", recognising that "[h]uman wisdom is hardly able to contemplate every possibility but human wisdom is sufficient in most cases to resolve new situations in a commonsensical way" (Civil Justice Commission, *Civil Justice Commission Report* (29 December 2017) (Chairperson: Justice Tay Yong Kwang) ("CJC Report"), Introduction, para 9).

2 Since the enactment of the 2021 Rules, the courts have built up a considerable amount of jurisprudence on the new rules, bridging the gap

between prescription and application. Occasionally, the courts have had to fill in the interstices between the 2021 Rules, by exercising their broad powers under the new rules precisely to "resolve [these] situations in a commonsensical way" as exhorted by the Civil Justice Commission, while laying down guidance on how these powers will be exercised. An example is the decision in *Interactive Digital Finance Ltd and another v Credit Suisse AG and another* [2023] 5 SLR 1735 ("*Interactive Digital Finance*"), where the court addressed the question of whether it had the power under the 2021 Rules to order production of documents referred to in pleadings, notwithstanding that the 2021 Rules did not contain an equivalent to O 24 rr 10 and 11 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) (the "2014 Rules") which explicitly empowered the court to make such an order.

3 The present application raises the related question of whether a party has a general entitlement to production of documents referred to in affidavits, which I answer in the affirmative having regard to the reasons identified in *Interactive Digital Finance* and beyond. I also consider, more generally, the approach to applications for production of documents referred to in pleadings or affidavits under the 2021 Rules, bearing in mind the general approach and philosophy of the 2021 Rules to the production of documents and the special limits on production laid down in the Rules.

Background

4 The facts relevant to this application lie within a relatively narrow compass. The claimant, eSave AG, is a Swiss company in the business of researching, developing, manufacturing and selling light sensors and lighting products. It is the registered proprietor of the trademark "eSave" (the "eSave

Mark") in Singapore.[1] While there is disagreement on the details, it is undisputed that the Claimant and Mr Lee Tze Boon ("Mr Lee"), who is also known as Christopher, agreed to set up the first defendant, eSave APAC Pte Ltd (the "1st Defendant"), as a joint venture company to develop and sell lighting products under the eSave Mark in Singapore and the wider Asia Pacific region.[2] Mr Lee would be, and still is, the Chief Executive Officer of the 1st Defendant.[3] He is also the Chief Executive Officer of the second defendant, iSense Global Pte Ltd (the "2nd Defendant"), but the 2nd Defendant is not relevant to the present application.

5 According to the Claimant, it entered into the partnership with Mr Lee in or around October 2018, to further expand the Claimant's business in Singapore. Under the partnership, the 1st Defendant would act and function as the Claimant's agent and authorised distributor, effectively operating as a franchisee of the Claimant in Singapore for the sale and distribution of its products. The Claimant would manufacture and supply its products and components, including the Claimant's core chip (the "Core Chip"), to the 1st Defendant at a preferential price. The Core Chip was either to be sold individually or incorporated as an integral component of finished lighting products, such as light sensors, that were to be manufactured and sold by the 1st Defendant as the Claimant's agent and authorised distributor.[4] The eSave Mark could only be applied on finished lighting products of the 1st Defendant which contained the Claimant's components, such as the Core Chip. The eSave Mark

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1 Statement of Claim (Amendment No. 1) ("SOC"), para 1.

2 SOC, para 6(a); 1st Defendant's Defence and Counterclaim ("D&CC"), para 6.

3 SOC, para 4; D&CC, para 8.

4 SOC, para 6(a)(i)–(ii).

could also be used for marketing purposes, but only if products containing the Claimant's components were being marketed.[5]

6 The Claimant further alleges that its Chief Executive Officer and founder, Mr Rico Kramer ("Mr Kramer"), was allotted 20% of the shares in the 1st Defendant and held them on the Claimant's behalf. This took place only on Mr Lee's insistence. As consideration for the allotment, the Claimant paid $20,000 to the 1st Defendant. The Claimant emphasises that Mr Kramer's shareholding in the 1st Defendant was never intended to be consideration for an unconditional licence to use the eSave Mark.[6]

7 The 1st Defendant's account of the nature of the relationship differs markedly from the Claimant's. According to the 1st Defendant, the Claimant and Mr Lee agreed for the 1st Defendant to have the rights to use the eSave Mark in Singapore and the Asia Pacific region, in consideration for the Claimant being permitted to take a 20% share of the 1st Defendant.[7] Mr Kramer was the Claimant's representative in the 1st Defendant and was given full access to information on the 1st Defendant's operations. The 1st Defendant suggests that the Claimant would not have been permitted to take up a shareholding in the 1st Defendant, had the Claimant not given the 1st Defendant the rights to use the eSave Mark in Singapore and the Asia Pacific.[8]

8 The key events for the purposes of the present application concern the 1st Defendant's subsequent engagements with the Housing & Development Board (the "HDB"). The Claimant alleges that in early 2023, the Claimant and

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5 SOC, para 6(a)(iii).

6 SOC, para 6(b).

7 D&CC, para 9(a)(i).

8 D&CC, para 9(b)(i)–(ii).

Mr Lee conducted various test installations, demonstrations and/or mock-ups. These were for the purpose of showcasing the finished lighting products manufactured by the 1st Defendant – all of which contained the Core Chips and bore the eSave Mark – to secure commercial tender from the HDB for the supply and installation of those products. According to the Claimant, it was led by Mr Lee to believe, and therefore came under the impression, that the 1st Defendant's products which were used in these installations, demonstrations and mock-ups, and which were to be supplied and installed should the 1st Defendant be awarded the tender, contained the Claimant's components.[9]

9 The Claimant alleges that arising from these demonstrations and mock-ups, the 1st Defendant was eventually awarded projects by the HDB for the supply and installation of the finished lighting products carrying the eSave Mark (the "HDB Tender"). The Claimant was not aware of this at the time and only came to know later that finished lighting products bearing the eSave Mark had been installed in various HDB estates in Singapore.[10] The Claimant surmises that as it had not sold any products (in particular, the Core Chip) to either the 1st Defendant or Mr Lee pursuant to any HDB tender, the installed lighting products did not contain, and could not have contained, the Core Chip. It claims that this is a clear contravention of the agreement between Mr Lee and the Claimant, and that the 1st Defendant's use of the eSave Mark in this manner without the Claimant's consent constitutes trademark infringement.[11]

10 The 1st Defendant denies that the Claimant's products and components were involved in any manner in any installation, demonstration or mock-up for

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9 SOC, para 6(d).

10 SOC, para 6(e)–(f).

11 SOC, paras 6(g) and 7.

HDB, or in securing any tender from HDB. The Claimant's products were only involved in a proof of concept trial for the HDB estate of Tampines, in or around August to November 2020. That trial did not proceed to any tender because the Claimant's products did not meet HDB's requirements. In respect of the HDB Tender (that *was* awarded to the 1st Defendant), the 1st Defendant had never sought to supply to the HDB any products or components developed, manufactured and supplied by the Claimant, including the Core Chip.[12]

11 The 1st Defendant elaborates that the HDB Tender pertained to a HDB project titled "Supply & Installation of Light Emitting Diode (LED) Luminaires and Smart Lighting System for HDB Blocks for Ang Mo Kio, Bishan-Toa Payoh, Chua Chu Kang, East Coast, Holland-Bukit Panjang, Jalan Besar, Marine Parade, Marsiling-Yew Tee, Nee Soon, Pasir Ris-Punggol, Sembawang, Tampines, Tanjong Pagar and West Coast Town Councils" (the "HDB Project 2023"). The 1st Defendant submitted its tender proposal for the HDB Project 2023 on 2 March 2023, and was awarded the HDB Tender on 28 September 2023.[13] The tender was awarded based on the products that the 1st Defendant itself had developed, and these products did not incorporate the Core Chip. The 1st Defendant accepts that the products did bear the eSave Mark, offering the reason that the 1st Defendant "had the rights and consent to use the [eSave Mark] in the 1st Defendant's business".[14] The Claimant was aware, from as early as 2020 and through to September 2023, that the 1st Defendant was exploring and developing its own products because the Core Chip could not meet HDB's specifications and requirements.[15]

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12 D&CC, para 9(d).

13 D&CC, para 9(e)(ii).

14 D&CC, para 9(e)(iv).

15 D&CC, para 9(e)(iii).

12 The 1st Defendant therefore denies having committed any trademark infringement and takes the position that any use of the eSave Mark by the 1st Defendant was with the Claimant's consent.[16]

13 There are other facts in dispute but they are not relevant to the present application. As to the remedies, the Claimant seeks, amongst other things, damages and injunctions to restrain the defendants from committing further infringements and from passing off products as being manufactured or sold with the Claimant's authorisation through the use of the eSave Mark. On its part, the 1st Defendant has brought a counterclaim against the Claimant for groundless threats of infringement proceedings.

Application for production of documents

14 In HC/SUM 883/2026, the Claimant applies for production of three categories of documents from the 1st Defendant:

(a) Category 1: "All Documents and/or Correspondence exchanged between [the 1st Defendant], the [HDB], and/or Tampines Town Council relating to the "proof of concept trial for the HDB estate of Tampines in or around August to November 2020" including but not limited to, all Documents and/or Correspondence capturing, evidencing, recording and/or reflecting the matters pleaded at [para 9(d)] of the 1st Defendant's Defence & Counterclaim filed on 23 June 2025".

(b) Category 2: The "tender proposal to the HDB on 2 March 2023" submitted by the 1st Defendant. The phrase in quotation marks is drawn

16 Defence, para 10.

from para 9(e)(ii) of the 1st Defendant's Defence and Counterclaim (the "D&CC").

(c) Category 3: "[A]ll documents relating to the HDB Project 2023", including but not limited to the 1st Defendant's "contract with EM Services / HDB Project 2023" and "its contract for the HDB Project 2023". The phrases in quotation marks are drawn from paras 64, 65 and 68 of the first affidavit of Mr Lee dated 28 April 2025 ("Mr Lee's 1st Affidavit") filed in HC/SUM 919/2025 ("SUM 919").

collectively, the "Requested Documents".

15 To provide context to Category 3, SUM 919 was an application for an interim injunction filed by the Claimant at the commencement of proceedings to restrain the defendants from committing infringements of the eSave Mark, amongst other things. SUM 919 was filed against the four defendants in the action at the time, which included the 1st and 2nd Defendants; the third and fourth defendants were Mr Lee and his daughter, but the Claimant has since discontinued proceedings against them. As to Mr Lee's 1st Affidavit, this was filed by the 1st Defendant to respond to the Claimant's supporting affidavit in SUM 919. SUM 919 was eventually dismissed by Hoo Sheau Peng J, who found that while there were serious issues to be tried as to whether there was consent for the 1st Defendant to use the eSave Mark, especially in relation to its use on products for the HDB Project 2023, the balance of convenience lay in favour of the 1st Defendant and as such the injunction should not be ordered.

16 The Claimant submits that it is entitled to the Requested Documents on two grounds.[17] First, the Requested Documents have been referred to in the 1st Defendant's pleadings or affidavits. As such, the Claimant is entitled to production of the documents by operation of *Interactive Digital Finance* and, in relation to Category 3, the extension of the decision in *Interactive Digital Finance* to documents referred to in affidavits. Second, in any event, the Requested Documents should be produced pursuant to O 11 r 3(1) of the 2021 Rules because they have been properly identified, are material to the issues in the case, and are in the possession or custody of the 1st Defendant.

17 The Claimant alleges that it made written requests to the 1st Defendant for the production of documents referred to in the 1st Defendant's pleadings and affidavits on 15 August 2025[18] (for Category 1) and 23 January 2026[19] (for Categories 2 and 3). However, it was clear from the face of its solicitors' letter of 15 August 2025 that the letter did not in fact contain a request for production of documents referred to in the 1st Defendant's pleadings or affidavits. It spoke instead of a request for "specific discovery" of documents in Category 1. This was in contrast to the letter of 23 January 2026, which stated that it was a notice to produce documents referred to in the D&CC and Mr Lee's 1st Affidavit. At the hearing, I highlighted the difference in the language of the letters to counsel for the Claimant, Mr Gabriel Teh ("Mr Teh"), together with my provisional view that insofar as the Claimant was also seeking specific production of the Category 1 documents under O 11 r 3, Category 1 appeared to be worded so broadly as to be inconsistent with the principles articulated in *Cachet Multi*

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17 Claimant's skeletal submissions dated 21 April 2026 ("Claimant's submissions"), paras 21 and 22.

18 2nd affidavit of Rico Kramer dated 19 March 2026 ("Claimant's supporting affidavit"), pp 15–21.

19 Claimant's supporting affidavit, p 33.

Strategy Fund SPC on behalf of Cachet Special Opportunities SP v Feng Shi and others [2024] SGHCR 8 ("*Cachet*"). Mr Teh then informed me that the Claimant would withdraw Category 1 in its entirety. I therefore do not address Category 1 further.

18 The 1st Defendant denies that the Claimant is entitled to production of the documents in Categories 2 and 3. On Category 2, the 1st Defendant submits that notwithstanding that the "tender proposal to the HDB on 2 March 2023" was referred to at para 9(e)(ii) of the D&CC, the case of *Interactive Digital Finance* is distinguishable on the facts and does not apply in the present situation. In *Interactive Digital Finance*, parties were in the early stages of the proceedings and the first defendant in that case had sought production of documents referred to in the statement of claim prior to the filing of its defence. The 1st Defendant suggests that, unlike in *Interactive Digital Finance*, the Claimant is seeking production of documents long after pleadings have closed. The Claimant is capable of pleading its case and knows the case against it, without the need for the Category 2 document.[20]

19 In oral arguments, counsel for the 1st Defendant, Ms Mavis Tan ("Ms Tan"), further argued that para 9(e)(ii) of the D&CC does not contain a reference to a document as required under the test for production of a document referred to in a pleading. She submitted that the phrase "tender proposal to the HDB on 2 March 2023" was only a reference to a "transaction" as opposed to a document, referring to *Interactive Digital Finance* at [43].

20 On the Claimant's alternative argument that it is entitled to specific production of the Category 2 document under O 11 r 3, the 1st Defendant

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[20] 1st Defendant's written submissions dated 21 April 2026 (1st Defendant's Submissions"), para 31.

submits that the Category 2 document is not material to the issues in the suit.[21] The 1st Defendant has not denied on affidavit that it has possession or custody of the Category 2 document.

21 As to Category 3, the 1st Defendant submits that *Interactive Digital Finance* cannot apply to this category of documents, since the judgment only contemplates the production of documents referred to in pleadings, not affidavits.[22] In elaboration, Ms Tan referred me to *Interactive Digital Finance* at [40], where Chua Lee Ming J stated that his "decision in this appeal is limited to requests for the production of documents that are referred to in the pleadings". Ms Tan further argued that the three paragraphs in Mr Lee's 1st Affidavit cited in Category 3 do not contain a reference to a document or documents; similar to Category 2, the paragraphs merely refer to transactions – such as obligations under the contract for the HDB Project 2023 – and not documents.

22 In relation to whether the Category 3 documents should be produced under O 11 r 3, the 1st Defendant again denies that the documents requested meet the requirement of materiality.[23] It also contends that the request is impermissibly broad and insufficiently particularised, having regard to the principles in *Cachet*.[24] The 1st Defendant does not deny that it has possession and custody of the Category 3 documents.

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21 1st Defendant's Submissions, paras 28–30 and 32–34.

22 1st Defendant's Submissions, para 36.

23 1st Defendant's Submissions, paras 38–43.

24 1st Defendant's Submissions, para 37.

Production of documents referred to in affidavits

23 It is evident from the arguments made that the parties are divided on the issue of whether, and if so when, a party is entitled to production of documents referred to an affidavit under the 2021 Rules. This is distinct from the question of whether a party might obtain specific production of the documents through an application for specific production under O 11 r 3 of the 2021 Rules. I will propose an answer to this question, discuss the related issues, and set out an approach that I suggest should be broadly applicable to applications for production of documents referred to in both pleadings and affidavits under the 2021 Rules.

Whether a party is entitled to production of documents referred to in an affidavit under the 2021 Rules

24 Under the 2014 Rules, a party may serve a notice requiring the counterparty to produce for inspection documents referred to in pleadings and affidavits. Order 24 r 10 provides:

> **Inspection of documents referred to in pleadings and affidavits (O. 24, r. 10)**
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> **10.—**(1) Any party to a cause or matter shall be entitled at any time to serve a notice in Form 40 on any other party in whose pleadings or affidavits reference is made to any document requiring him to produce that document for the inspection of the party giving the notice and to permit him to take copies thereof.
>
> (2) The party on whom a notice is served under paragraph (1) must, within 4 days after service of the notice, serve on the party giving the notice a notice in Form 41 stating a time within 7 days after the service thereof at which the documents, or such of them as he does not object to produce, may be inspected at a place specified in the notice, and stating which (if any) of the documents he objects to produce and on what grounds.

25 Where the counterparty fails to serve the required notice allowing for inspection, or objects to production of the documents, an application for

production of the documents may be made and the court will decide the matter. This is by operation of O 24 r 11:

> **Order for production for inspection (O. 24, r. 11)**
>
> **11**.—(1) If a party who is required by Rule 9 to serve such a notice as is therein mentioned or who is served with a notice under Rule 10(1) —
>
> (*a*) fails to serve a notice under … Rule 10(2);
>
> (*b*) objects to produce any document for inspection; or
>
> (*c*) offers inspection at a time or place such that, in the opinion of the Court, it is unreasonable to offer inspection then or, as the case may be, there,
>
> then, subject to Rule 13(1), the Court may, on the application of the party entitled to inspection, make an order in Form 42 for the production of the documents in question for inspection at such time and place, and in such manner, as it thinks fit.
>
> (2) Without prejudice to paragraph (1), but subject to Rule 13(1), the Court may, on the application of any party to a cause or matter, order any other party to permit the party applying to inspect any documents in the possession, custody or power of that other party in respect of which discovery has been given under any Rule in this Order or in pursuance of any order made thereunder.
>
> (3) An application for an order under paragraph (2) must be supported by an affidavit specifying or describing the documents of which inspection is sought and stating the belief of the deponent that they are in the possession, custody or power of the other party and that discovery has been given of them under any Rule in this Order or in pursuance of any order made thereunder.

26 There is no equivalent provision in the 2021 Rules. The question of whether a court may order production of documents referred to in pleadings arose in *Interactive Digital Finance*, which involved the 2021 Rules. In that case, the first defendant served a notice to produce on the claimants, seeking documents purportedly referred to in the statement of claim. The claimants refused to provide the documents. At a case conference, an assistant registrar directed the claimants to respond to the notice, and to produce to the first

defendant any document that was referred to in the statement of claim and that was subject to the claim against the first defendant. The claimants produced only some of the documents and filed an appeal against the assistant registrar's decision, contending that the notice to produce procedure no longer applied under the 2021 Rules.

27 Chua Lee Ming J disagreed, finding that the assistant registrar had the power to make the order pursuant to O 11 r 4 of the 2021 Rules, notwithstanding that production of documents had been ordered before the filing of the parties' single application pending trial (at [30]–[31]). Order 11 r 4 provides:

> **Court's power to order production of documents (O. 11, r. 4)**
>
> **4.** Subject to Rules 5, 8 and 9, the Court may, of its own accord and at any time, order any party or non-party to produce a copy of any document that is in the person's possession or control.

28 Chua J held that the procedure for production of documents referred to in pleadings should and does apply under the 2021 Rules (at [32]–[33]). He further held that apart from O 11 r 4, the AR also had the power to make such an order under O 3 r 2(2) of the 2021 Rules (see [35]), which provides as follows:

> **General powers of Court (O. 3, r. 2)**
>
> **2.** …
>
> (2) Where there is no express provision in these Rules or any other written law on any matter, the Court may do whatever the Court considers necessary on the facts of the case before it to ensure that justice is done or to prevent an abuse of the process of the Court, so long as it is not prohibited by law and is consistent with the Ideals.

29 He reasoned that since there is no express provision in the 2021 Rules specifically dealing with the production of documents referred to in a pleading, and because parties should be entitled to such documents as a matter of

principle, it followed that the court should have the power under O 3 r 2(2) to make such order, and that this could be done at a case conference (at [37]).

30 Chua J stated that his decision was "limited to requests for the production of documents that are referred to in the pleadings" (at [40]). As mentioned at [21] above, the 1st Defendant relies on this for its argument that there is no entitlement to production of documents referred to in an affidavit. I do not think this follows from [40] of Chua J's judgment. Chua J limited his decision to production of documents referred to in pleadings simply because the case before him did not involve references to documents in affidavits. The question of an entitlement to documents referred to in affidavits remains open, and requires answering in the present case.

31 I suggest that it is useful, as a matter of first principles, to identify the reasons why a party may be entitled to production of documents referred to in a pleading or affidavit, as set out in the case law including *Interactive Digital Finance* and beyond. This provides a footing to consider whether these reasons apply and are persuasive in the context of the 2021 Rules.

32 I begin with the rationale identified by Chua J in *Interactive Digital Finance*. In short, documents referred to in a pleaded case are regarded as forming part of the pleaded case. A party is entitled to know a case that has been pleaded against him so that he is able to answer that case. He is therefore entitled to a document that forms part of the pleaded case. I set out Chua J's reasoning in full:

> 32 The principle underlying the NTP procedure was that *the requesting party should be conferred the same advantage as if the documents referred to had been fully set out in the pleadings*: *SK Shipping Co Ltd v IOF Pte Ltd* [2012] SGHCR 14 ("*SK Shipping*") at [16].

> 33 In my view, the principle was sound and remained relevant under the 2021 Rules. ***The reference in pleadings to documents, in and of itself, was a form of "disclosure" of the documents****:* SK Shipping *at [17].* ***Such documents therefore formed part of the pleaded case.*** *It was logical and in the interests of justice that if requested by the other party, such documents should be produced.* ***The other party was entitled to know the pleaded case against him.*** In my view, generally speaking, it followed that a party was entitled to the production of documents that were referred to in the SOC or defence, before it filed its defence or reply. As similarly observed by Professor Jeffrey Pinsler SC in *Singapore Court Practice* (LexisNexis Singapore, 2020) at para 24/10/1, it "may be necessary for the defendant to consider the documents referred to in the statement of claim before he can plead the defence with sufficient particularity".
>
> [emphasis added in italics and bold italics]

33 The view that a document referred to in a pleading should be regarded as part of the pleaded case has long been held by the courts. In *Quilter v Heatly* (1883) 23 Ch.D. 42 ("*Quilter*"), a case concerning an application for production of documents referred to in a statement of claim, Lindley LJ remarked at 50 that Rules 14–17 of Order XXXI of the Rules of Court 1875 (which are the broad equivalent of O 24 rr 10 and 11 of the 2014 Rules) were "evidently intended to give the opposite party the same advantage as if the documents referred to had been fully set out in the pleadings" (see also *Rafidain Bank v Agom Universal Sugar Trading Co Ltd and another* [1987] WLR 1606 ("*Rafidain Bank*") at 1610H–1611A).

34 It is also clear from Chua J's remarks in *Interactive Digital Finance* at [33] that where a document has been referred to in a statement of claim, the courts will regard the production of such document as being of particular importance as it will allow the defence to be properly pleaded. Similarly, in his concurring opinion in *Quilter*, Jessel MR rejected the plaintiff's submission that he should not be required to produce the document referred to in the statement

of claim as the defendant had not yet submitted his defence, holding as follows (at 48):

> I cannot conceive that this is a sufficient answer. The defendant may say, "Your case depends partly on a set of documents which you may have set out incorrectly. I wish to see them. It may be that I have made admissions which will put me out of Court. I wish to see the documents to know whether I have made such admissions, and it is important for me to see them before I put in my defence." It is reason enough why the Defendant should be allowed to see them that the Plaintiff has made them part of his statement of claim.

35 Another reason why a party may be entitled to documents referred to in a pleading or affidavit is based on the likely probative value of the document, inferred from the fact that the drafting party deliberately chose to make a reference to that document. Given the likely importance of the document, fairness and parity demands that it be produced to the counterparty. In *Rafidain Bank*, which concerned an application for documents referred to in affidavits, Nourse LJ observed at 1610H that "[t]he party who refers to the documents does so by choice, usually because they are either an essential part of his cause of action or defence or of significant probative value to him". In *National Crime Agency v Abacha and others* [2016] 1 WLR 4375 ("*Abacha*"), Gross LJ remarked at [29] that Nourse LJ's observation was "well-stated" and that r 31.14 of the UK Civil Procedure Rules 1998 (SI 1998 No 1312) (UK) ("UK CPR"), which is the modern iteration of the rule, "reflects basic fairness and principle in an adversarial system; in accordance with the overriding objective, the parties are to be on an equal footing".

36 A third reason in support of a party's entitlement to production of documents referred to in pleadings and affidavits is that it promotes an approach to litigation that focuses on the merits of the case and reduces the scope for selective disclosure of documents based on tactical considerations. In *Rubin v*

Expandable Ltd and others [2008] 1 WLR 1099 ("*Rubin*") at [24], Rix LJ expressed the view that the general philosophy of the UK CPR called for a permissive approach to the inspection of documents referred to in a pleading or affidavit:

> … I do not see why there should be need for a strict approach to a request for inspection of a specific document mentioned in one of the qualifying documents. ***The general ethos of the CPR is for a more cards on the table approach to litigation.*** If a party thinks it worthwhile to mention a document in his pleadings, witness statements or affidavits, I do not see why, subject as I say to the question of privilege, the court should put difficulties in the way of inspection. I look upon the mention of a document in pleadings etc as a form of disclosure. The document in question has not been disclosed by list, or at any rate not yet, but it has been disclosed by mention in what, for the purposes of litigation, is another important and formal category of documents. If so, then *the party deploying that document by its mention should in principle be prepared to be required to permit its inspection, and the other party should be entitled to its inspection.* ***What in such circumstances is the virtue of coyness?***
>
> [emphasis added in italics and bold italics]

37 Returning to the question of whether a party should be entitled to production of documents referred to in an affidavit in the context of the 2021 Rules, I suggest that these justifications generally remain forceful. If a party refers to a document in his affidavit, he is in the ordinary course relying on that document to support his version of events. In other words, the document is part of, or at least bears out, his version of events. This must be the case if the account of events in his affidavit is not simply to be a bare assertion. Given the likely relevance of the document to the dispute and its potential significance to the drafting party's case, fairness and parity calls for its disclosure to the counterparty. With that document in hand, the counterparty will be in a better position to evaluate the drafting party's account of events and explain whether it agrees or disagrees with that account.

38 I also find that the UK CPR's ethos of a "more cards on the table" approach to litigation – to use the language of Rix LJ in *Rubin* (see [36] above) – is entirely of a piece with the approach of our 2021 Rules. That language in fact calls to mind the words of the Court of Appeal in *Teo Wai Cheong v Crédit Industriel et Commercial and another appeal* [2013] 3 SLR 573 at [41]–[42], which have been cited repeatedly in the context of the 2021 Rules (see, for instance, *DNG FZE v Paypal Pte Ltd* [2024] SGHC 65 at [93]; *Tan Tse Haw v Peh Tian Swee and another* [2025] SGHCR 9 at [29]; *Eng's Wantan Noodle Pte Ltd and another v Eng's Char Siew Wantan Mee Pte Ltd* [2023] SGHCR 17 at [40]; and *DFD v DFE and another* [2025] 3 SLR 362 ("*DFD*") at [29]). The Court of Appeal held:

> 41 Discovery is a fundamental rule in our system of litigation. … ***[L]itigation is conducted "cards face up on the table".*** The just and efficient disposal of litigation can only be achieved by ensuring that parties disclose the relevant evidence before any hearing of the matter, thus allowing counsel and the parties to evaluate the strength of their respective cases, clarify the issues between them, reduce surprises at the trial and encourage settlement … *Such a philosophy recognises that although our system remains an adversarial one, it is not one that condones a litigant winning on "tactical considerations" alone …*
>
> 42 … ***[T]he principle that litigation is to be conducted with "cards face up on the table" helps ensure that "real justice between opposing parties" is done.*** Unless the court has before it all the relevant information, such an object cannot be achieved. …
>
> [emphasis added in italics and bold italics]

39 The Civil Justice Commission has explained that one of the key goals of the 2021 Rules is that "disputes are resolved on the factual and legal merits. This ensures that disputes do not become procedural skirmishes which waste time and costs and often do not bring the parties any closer to the main battlefield." (see CJC Report, Introduction, para 6). This is also borne out in the Ideals in O 3 r 2(2) of the 2021 Rules. In explaining why O 3 r 2(2) provides a

basis for the court to order the production of documents referred to in pleadings, Chua J held that such an order is "consistent with the Ideals, in particular those relating to expeditious proceedings (O 3 r 1(2)(*b*)) and fair and practical results suited to the needs of the parties (O 3 r 1(2)(*e*))" (*Interactive Digital Finance* at [37]). I respectfully suggest that this applies in equal measure to production of documents referred to in affidavits.

40 Within a refreshed litigation framework that seeks to focus on the relative strengths of parties' cases, minimise the scramble for tactical advantages, and place the parties on an even footing in responding to each other's cases, there is – to use Rix LJ's words in *Rubin* – no room for "coyness" when it comes to the production of a document that a party has freely chosen to cite in his affidavit. I am therefore satisfied that a party should generally be entitled to production of documents referred to in the counterparty's affidavits.

General approach to applications for production of documents referred to in pleadings and affidavits under the 2021 Rules

41 I turn to consider the approach that the court will take in relation to an application for production of documents referred to in a pleading or affidavit under the 2021 Rules.

Preliminary considerations

42 I begin by identifying three general considerations that I suggest should be borne in mind when considering the appropriate approach.

43 First, the 2021 Rules are said to have "changed significantly" the "practice on discovery of documents under the [2014 Rules]". The Civil Justice Commission observed that there are costs to discovery; in particular, discovery is "very expensive and time consuming", "labour intensive" especially in cases

where documents are in printed copy, and "highly intrusive into privacy and confidentiality" (CJC Report, Ch 8, para 2). In my view, this suggests the need for a degree of caution with regards to the wholesale adoption of the approach under the 2014 Rules to the production of documents referred to in pleadings and affidavits. The approach to be adopted under the 2021 Rules must be aligned with the overall philosophy and method of these refreshed rules.

44 Second, in the context of references to documents in affidavits, it should be noted that affidavits are typically not drafted with the same degree of precision as pleadings. Pleadings are carefully crafted and curated documents that should contain only the material facts of the case. It suffices to recall the time-honoured refrain in *Sharikat Logistics Pte Ltd v Ong Boon Chuan and others* [2011] SGHC 196 at [8] that a "Statement of Claim must set out material facts, not opinion, and not evidence. … Pleadings are part of the first stage of the litigation process and lawyers must not clog it with material that properly belongs to other stages." In comparison, affidavits are often worded much less carefully. It has been observed that affidavits typically "lack the precision or clarity that pleadings ought to have, and parties would often delve into matters of factual background and even elaborate extensively on the evidence that they adduce in support of the factual positions taken" (*DFD* at [27]). This means that realistically, a party who mentions a document in his affidavit will often not be mindful that he may later be required to produce it. Depending on how tightly the affidavit is drafted, it also may not be straightforward to discern whether there is a sufficiently clear "reference" to a document to warrant production.

45 Third, the approach to the production of documents referred to in affidavits may be particularly consequential in the context of the 2021 Rules. Under O 9 r 8(1) of the 2021 Rules, parties may be ordered to file their witnesses' affidavits of evidence-in-chief ("AEICs") before production of

documents. This has come to be known as the "AB4D" procedure. An order for AB4D may therefore open the door for parties to seek production of documents referred to in the AEICs, which often contain detailed and lengthy expositions of the facts. If production of documents referred to in AEICs is sought indiscriminately or abusively, this will undermine one of the purposes of the AB4D procedure, which is to "reduce the volume of and amount of time spent on the disclosure of documents since early production of witness evidence may facilitate the identification of crucial issues in court proceedings" (Civil Justice Review Committee, *Report of the Civil Justice Review Committee* (2018) (Chairperson: Indranee Rajah SC) at para 68(c); see also Andre Maniam, "Drafting affidavits of evidence-in-chief" (2024) 36 SAcLJ 545 at para 80; and Toby Landau KC and Colin Seow, "Factual witness evidence in modern civil litigation" (2024) 36 SAcLJ 590 at para 21). This reinforces the need for a suitable set of controls that balances the entitlement to documents referred to in an affidavit with the ability to curb the risk of abuse. I turn first to the appropriate controls.

"Good cause"

46 In *Interactive Digital Finance*, Chua J observed at [34] (citing *SK Shipping Co Ltd v IOF Pte Ltd* [2012] SGHCR 14 ("*SK Shipping*") at [17], which referred to *Quilter* at 51) that a party referring to a document in its pleadings must show "good cause" to oppose the production of the document. He found that it was not necessary on the facts of that case to decide whether and when a party could justify not producing documents referred to in its pleadings, but remarked that "it seemed … that such instances (if any) would be rare and exceptional". The question of what "good cause" amounts to was therefore left open in that case. *Quilter* itself does not go further to expound on the meaning of "good cause"; Bowen LJ simply held that "[t]he party against

whom the application is made must produce them unless he can shew good cause why he should not. If he refuses, the party applying can go to the Judge, who may refuse the application if he sees good reason for so doing. … In my opinion the onus is on the refusing party…" (at 51).

47 I suggest that the question of what "good cause" amounts to should be answered having close regard to the purpose and contents of the 2021 Rules, in light of the considerations discussed above. I propose that there may be "good cause" to oppose the production of documents referred to in an affidavit or pleading where: (a) the production sought would not be proportionate, having regard to the issues in the case; (b) there are applicable bars to production under the 2021 Rules; and (c) the documents sought are not in the possession or control of the party.

(1) Proportionality and other Ideals-based objections to production

48 I begin with proportionality. I suggest that useful guidance can be taken from the approach of the English Court of Appeal in *Abacha*. The US Department of Justice ("DOJ") made a request to the National Crime Agency ("NCA") for mutual legal assistance in support of asset forfeiture proceedings in the US, to preserve assets in the UK pending the conclusion of those proceedings. The order against the relevant companies (known as a prohibition order) was made by Foskett J, and Laing J continued the prohibition order. The companies applied under rr 31.14 and 31.15 of the UK CPR to inspect the request made by the DOJ, on the basis that the request had been "mentioned" in the witness statement. Laing J refused the application, holding that the court had an inherent jurisdiction to prevent inspection under r 31.14 of the UK CPR if it was not necessary for the fair disposal of the action, and that in this case the letters of request were not necessary for the disposal of the matter because the

companies had the material they needed to challenge the order. It is convenient at this juncture to set out rr 31.14 and 31.15 of the UK CPR:

> **Documents referred to in statements of case etc.**
>
> **31.14**
>
> (1) A party may inspect a document mentioned in –
>
> (a) a statement of case;
>
> (b) a witness statement;
>
> (c) a witness summary; or
>
> (d) an affidavit.
>
> …
>
> **Inspection and copying of documents**
>
> **31.15** Where a party has a right to inspect a document –
>
> (a) that party must give the party who disclosed the document written notice of his wish to inspect it;
>
> (b) the party who disclosed the document must permit inspection not more than 7 days after the date on which he received the notice; and
>
> (c) that party may request a copy of the document and, if he also undertakes to pay reasonable copying costs, the party who disclosed the document must supply him with a copy not more than 7 days after the date on which he received the request.

49 On appeal by the companies, Gross LJ held that r 31.14 of the UK CPR applied as the request was mentioned in the witness statement (at [20]). He rejected Laing J's view that there was an "apparently freestanding inquiry" as to whether inspection was "necessary for the fair disposal of the application". Ordinarily, if a document is "mentioned" in a witness statement, the other party has a right under r 31.14(1) to inspect it. However, the court retains a discretionary jurisdiction to refuse inspection. In addition, the right to inspect under r 31.14 is "not unqualified". Gross LJ explained as follows:

30 … ***proportionality is part of the overriding objective in CPR r 1.1(2)(c) and, in an appropriate case, it would be open to a party to oppose inspection on the ground that it would be disproportionate to the issues in the case***: see CPR r 31.3(2). In determining any such issue of proportionality, a court would very likely have regard to whether inspection of the documents was necessary for the fair disposal of the application or action. So too, the mere mention of a privileged document in (for example) a statement of case may not of itself lead to a loss of the privilege; CPR r 31.14 is to be read with and subject to CPR r 31.19(3) and (5): see *Rubin v Expandable Ltd* [2008] 1 WLR 1099, para 39; *Civil Procedure 2016*, vol 1, paras 31.14.5 and 31.19.1.1.

31 Fourthly and further, it was not argued before us and there is nothing to suggest that the RSC approach to *confidentiality* has changed under the CPR: see, for instance, *Civil Procedure 2016*, vol 1, para 31.3.6. Accordingly, while disclosure and inspection cannot be refused by reason of the confidentiality of the documents in question alone, confidentiality (where it is asserted) is a relevant factor to be taken into account by the court in determining whether or not to order inspection. ***The court's task is to strike a just balance between the competing interests involved those of the party asserting an entitlement to inspect the documents and those of the party claiming confidentiality in the documents***. In striking that balance in the exercise of its discretion, the court may properly have regard to the question of whether inspection of the documents is necessary for disposing fairly of the proceedings in question: see *Science Research Council v Nass* [1980] AC1028, especially pp 1065—1066 (Lord Wilberforce), p 1074 (Lord Edmund-Davies) and pp 1087—1088 (Lord Scarman).

32 Fifthly and differing from the judge, I am not persuaded that there is some freestanding "necessity" test which needs to be satisfied before permitting inspection where CPR r 31.14 is otherwise satisfied. In this regard, the CPR differ from the previous regime contained in RSC Ord 24, though, as already demonstrated, the question of whether inspection is "necessary to dispose fairly" of the application or case is not rendered irrelevant and may well arise in the context of proportionality or that of confidentiality. On this analysis "necessity" is or may be (depending on the facts) *a* relevant factor in striking the just balance; it is not a free-standing hurdle to be considered and surmounted in isolation before inspection may be permitted.

33 … As it seems to me and as already suggested, the "necessity" test would today be addressed in terms of proportionality under CPR r 31.3(2). …

> [emphasis in italics in original; emphasis added in bold and italics]

50 Gross LJ went on to consider the "balance to be struck between the companies' right to inspect the request and the NCA/DOJ claim to confidentiality of state to state communications", which had been raised by the NCA in resisting the companies' application for inspection under r 31.14. It is not necessary to delve too deeply into the analysis in this regard, save to note that Gross LJ held that inspection should be permitted in respect of the property identified in the request. While letters of request are confidential, fairness required the disclosure and inspection of the request as the matter had now been submitted to the court pursuant to the legislative scheme, and parties requesting the court's assistance must reasonably be taken to accept that they must abide by the court's procedural regime. In respect of the DOJ's request, neither the court nor the companies should be left to the say-so of the NCA on whether the NCA had accurately or inaccurately recorded the property identified in the request, and thus inspection should be allowed; "to put it another way, fairness outweighs confidentiality in this regard" (at [52]).

51 I set out r 1.1 of the UK CPR, to which Gross LJ referred at [30] in holding that it was open to a party to oppose inspection of a document referred to in a witness statement on the ground that it would be disproportionate to the issues in the case (on the ground of r 1.1(2)(c)):

> **The overriding objective**
>
> **1.1**
>
> (1) These Rules are a procedural code with the overriding objective of enabling the court to deal with cases justly and *at proportionate cost.*
>
> (2) Dealing with a case justly and *at proportionate cost* includes, so far as is practicable –

> (a) ensuring that the parties are on an equal footing and can participate fully in proceedings, and that parties and witnesses can give their best evidence;
>
> (b) saving expense;
>
> (c) *dealing with the case in ways which are proportionate* –
>
> (i) *to the amount of money involved;*
>
> (ii) *to the importance of the case;*
>
> (iii) *to the complexity of the issues; and*
>
> (iv) *to the financial position of each party;*
>
> (d) ensuring that it is dealt with expeditiously and fairly;
>
> (e) allotting to it an appropriate share of the court's resources, while taking into account the need to allot resources to other cases;
>
> (f) promoting or using alternative dispute resolution; and
>
> (g) enforcing compliance with rules, practice directions and orders.
>
> [emphasis in bold in original; emphasis added in italics]

52 It will be observed that there are marked similarities between r 1.1 of the UK CPR and the Ideals set out in O 3 r 1 of our 2021 Rules, which are "akin to constitutional principles by which the parties and the Court are guided in conducting civil proceedings (CJC Report, Ch 1, para 3; see also *Dai Yi Ting v Chuang Fu Yuan (Grabcycle (SG) Pte Ltd and another, third parties)* [2023] 3 SLR 1574 at [13]). O 3 r 1 provides as follows:

> **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:
>
> (*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.
>
> [emphasis added]

53 Both r 1.1 of the UK CPR and O 3 r 1 of the 2021 Rules share the objective of promoting proportionality in terms of cost in the manner in which proceedings are conducted, having regard to the value of the claim, the importance of the case and its complexity. Other shared objectives include the expeditious conduct of proceedings, the efficient use of court resources, and promoting fair access to justice in the sense of placing both parties on an even footing in their ability to present their substantive cases. This reflects a common recognition that the investment into the search for accurate outcomes must be commensurate with the importance of that outcome to the parties; this safeguards the parties' interests and ensures the appropriate allocation of limited court resources to the adjudication of the dispute.

54 I find that "good cause" for the non-production of documents referred to in a pleading or affidavit may be shown where the production sought would not be proportionate, having regard to the issues in the case. As described in *Interactive Digital Finance*, one of the bases on which such production may be ordered is the court's power under O 11 r 4 to order any party or non-party to produce a copy of any document in the person's possession or control (see [27]

above). Under O 11 r 1(2), the court is required to bear the Ideals in mind when exercising its power to order production under O 11 r 4. In other words, the 2021 Rules embed proportionality as a relevant consideration in the exercise of the court's power to order such production. The other basis identified in *Interactive Digital Finance* is the court's general power under O 3 r 2(2) to do, as long as not prohibited by law and is consistent with the Ideals, whatever the court considers necessary on the facts of the case to "ensure that justice is done or to prevent an abuse of process of the Court". The invocation of the Ideals and the injunction to act in the interests of justice both indicate that considerations of proportionality are relevant in the exercise of the court's discretion to order production under O 3 r 2(2).

55 I make a few further points. First, when a party seeks to argue that there is good cause against the production of a document referred to in a pleading or affidavit, the onus lies squarely on him to establish the existence of good cause (*Quilter* at 51 (see [46] above); see also Paul Matthews and Hodge M. Malek, *Disclosure* (Sweet & Maxwell, 6th Ed, 2024) at para 9-05). Given the strength of the reasons why a party who refers to a document in his pleading or affidavit should be required to produce those documents, I do not think this should generally be an easy burden to discharge. This is especially in the context of pleadings, which (as discussed at [44] above) should contain only material facts, and as such it is generally reasonable to infer from a party's decision to refer to a document in his pleading that the document is of significance to the case. I suggest that this is consistent with, and underscores, Chua J's remarks in *Interactive Digital Finance* at [34] that the instances (if any) of a party justifying the non-production of documents referred to in his pleadings should be "rare and exceptional" (see [46] above). Put another way, given the presumed materiality of the document, it will be a rare and exceptional case that it will be

disproportionate to require a party who referred to the document in his pleading to produce that document.

56 Pragmatically, a party should also bear in mind that where he refers to a document as part of his case or account of events but does not produce it, he may open himself to an eventual submission that his case is not supported by documentary evidence.

57 Second, where an objection to production on the grounds of proportionality is raised, the court will (as it did in *Abacha*) weigh the competing interests to find the outcome that strikes a just balance, bearing in mind – as I have said – that there are generally strong reasons why a document referred to in a pleading or affidavit should be produced. In that balance, and with an eye to O 3 r 1(2)(*c*) of the 2021 Rules, the court may consider the cost-effectiveness of the production of the document having regard to the issues in the application or case, including the importance of those issues to the application or case and the complexity and difficulty of those issues. The court has a wide discretion as to how the balance should be struck, whether under O 11 r 4 or O 3 r 2(2).

58 I would respectfully depart, however, from Gross LJ's suggestion that in determining the issue of proportionality, the court is likely to consider whether inspection of the document is "necessary for the fair disposal of the application or action" or to regard the test of necessity as a "relevant factor in striking the just balance" (at [32]). Gross LJ expressed this view notwithstanding his finding that necessity is no longer a freestanding test that needs to be satisfied before permitting inspection under the UK CPR. Our 2021 Rules expressly omit the old rule under O 24 r 13(1) of the 2014 Rules that no order for production of documents can be made unless the court is of the opinion

that the order is necessary either for disposing fairly of the cause or matter or for saving costs. I suggest that it would not be appropriate to reintroduce the rule in the context of the production of documents referred to in pleadings or affidavits. Nor should this be necessary, since the requirement under O 11 r 1(2) that the court bear the Ideals in mind in exercising the power to order production should serve as a sufficient guide to the exercise of the discretion.

59 Third, I note that proportionality is only one of the Ideals identified in O 3 r 1(2) (see [52] above). As a matter of principle, there is a possibility that other Ideals may be surfaced as reasons why there is good cause against the production of documents referred to in a pleading or affidavit. Having said that, I offer the view that the approach to proportionality described above should, in most cases, sufficiently cater for considerations such as the efficient use of court resources and the achievement of fair and practical results between the parties.

60 Finally, and for completeness, I briefly explain why I have found it appropriate to draw from English case law on r 31.14 of the UK CPR in formulating the approach. It is true that the UK CPR makes explicit provision in the form of r 31.14 for the production (in its terminology, the "inspection") of documents mentioned in a statement of case, witness statement or affidavit, and our Rules of Court 2021 do not contain an express rule to this effect. Notwithstanding this, our courts in *Interactive Digital Finance* have conclusively recognised that the court has the power under O 11 r 4 and O 3 r 2(2) of the 2021 Rules to order the production of documents referred to in pleadings. I have explained why this should be extended to documents referred to in affidavits. Since the substantive rule exists, it is meaningful to draw upon English case law on r 31.14 to the extent that that rule is sufficiently close to our own. In this regard, the approach in *Interactive Digital Finance* is, in fact, broadly similar to the English approach on r 31.14 of the UK CPR. That

approach remains broadly the same as that regarding O 24 r 10 of the now revoked Rules of the Supreme Court 1965 (1965 No. 1776 (L. 23)) (UK), which is *in pari materia* to O 24 r 10 of our 2014 Rules. As Rix LJ observed in *Rubin* at [23], there is "no effective or substantive difference in the meaning of the previous and the present rule" (see also *Abacha* at [23]). In other words, r 31.14 of the UK CPR and the English case law on it has not grown so far out of keeping with our procedural regime that reference to it is no longer useful (and in fact, as I have explained, there are commonalities in approach between the UK CPR and our 2021 Rules). I therefore consider it legitimate to draw on English case law regarding r 31.14 of the UK CPR (but to depart from it where appropriate, also as discussed).

(2) Rules-based limits to production under the 2021 Rules

61 Under O 11 r 4 of the 2021 Rules, the court's power to order production is expressly subject to other rules, namely, Rules 5, 8 and 9. Accordingly, the court's power to order production of documents referred to in pleadings and affidavits would be subject to these considerations. It suffices for me to briefly identify the applicable Rules-based limits:

(a) Under O 11 r 5(2), the court must not order the production of any document that is part of a party's private or internal correspondence, unless it is a special case or such correspondence are known adverse documents. This rule is the subject of the discussion in *Cachet*.

(b) Under O 11 r 5(3), the court must not order the production of any document which is subject to any privilege, or where its production would be contrary to the public interest. Relatedly, O 11 r 8 elaborates that a document that was at any time subject to privilege must not be relied on unless the party entitled to the privilege consents or the court

approves; and that such a document does not lose its privilege or confidentiality even if it was disclosed or taken inadvertently or unlawfully.

(c) O 11 r 9(1) specifies that a party required by an order of the court made under O 11 to produce documents may not withhold or object to the production of a document on the ground that the document is confidential.

62 I make an observation regarding O 11 r 5(1), which prescribes that except in a special case, the court must not order production of any document that merely leads a party on a train of inquiry to other documents. I am of the view that it would not generally be open to a party to object to production of documents referred to in his pleading or affidavit on the basis that the document merely leads his counterparty on a train of inquiry to other documents. This is for two reasons.

63 First, O 11 r 5(1) of the 2021 Rules was intended as a departure from the position under O 24 r 5(3)(*c*) of the 2014 Rules, which allowed a party to apply for specific discovery of a document "which may lead the party seeking discovery of it to a train of inquiry resulting in his obtaining information which may" adversely affect his own case or another party's case, or support another party's case (*Singapore Civil Procedure 2026* vol 1 (Cavinder Bull gen ed) (Sweet & Maxwell, 2026) at para 11/5/2). Consequently, O 11 r 5(1) limits the scope of what is permissible in an order for specific production. I do not think O 11 r 5(1) applies in the context of an order for production of documents referred to in a pleading or affidavit. For the reasons explained above, a party is generally entitled to production of such documents. There is no requirement – unlike in the context of specific production under O 11 r 5(3)(*b*) – that the

applying party must show that the document is "material" to the issues in the case. The issue of whether the document is merely a train of inquiry document (*ie,* an "indirectly relevant" document, to use the parlance in the case law on O 24 r 5(3)(*c*) of the 2014 Rules) therefore does not arise.

64 Second, in any event, I would take the view that almost by definition, documents referred to in pleadings would *not* be documents the disclosure of which would merely lead a party on a train of inquiry to relevant documents. This is given that only material facts should be included in pleadings (see [44] above). In the context of documents referred to in affidavits, the assumed position is that a party has referred to such documents because they are "either an essential part of his cause of action or defence or of significant probative value to him" (*Rafidain Bank* at 1610H; see [35] above). Accordingly, it is difficult to see how an objection under O 11 r 5(1) can be sustained where production of a document referred to in a pleading or affidavit is sought.

(3) Absence of possession or control of the document

65 Under O 11 r 4 (which, again, was identified in *Interactive Digital Finance* as a basis of the court's power to order production of documents referred to in a pleading or affidavit), the court may order the production of a document "that is in the person's possession or control". Similarly, in the context of specific production under O 11 r 3(1), the court may order a party to produce a document "in the party's possession or control", if the document is properly identified and is shown to be material to the issues in the case.

66 In *Lutfi Salim bin Talib and another v British and Malayan Trustees Ltd* [2024] 5 SLR 86 ("*Lutfi*"), a case concerning specific production under O 11 r 3(1), Chua J observed at [20] that a party opposing an application for specific production may file an affidavit (the "opposing affidavit") to state, *inter alia*,

that (a) the requested documents have never been in his possession or control; (b) the documents were but no longer are in his possession or control (in which case he should explain what has become of such documents); or (c) he does not know or cannot confirm whether the documents were ever in his possession or control, or what has become of the documents that were previously in his possession or control. Where an opposing affidavit has been filed to this effect, the affidavit is conclusive and the court "should not go behind the affidavits unless it is *plain and obvious* from the documents that have been produced, the [opposing party's] affidavits or pleadings, or some other objective evidence" that the requested documents (*inter alia*) must be or have been in the opposing party's possession or control (at [32]). He explained that a higher threshold of "plain and obvious" was needed in the context of the 2021 Rules, as compared to the test of "reasonable suspicion" under the 2014 Rules, and would better serve to filter out unproductive production applications (at [32] and [34]).

67 I am of the view that a party may show "good cause" for the non-production of documents referred to in a pleading or affidavit where he does not have possession or control of the documents. This is really a function of the limits set in O 11 r 4, which as I have explained only enables the court to make an order for production of documents "in the person's possession or control". I further find it appropriate to adopt the approach in *Lutfi*, which is catered to the context of the 2021 Rules. Thus, where a party opposing production of documents referred to in a pleading or affidavit files an affidavit stating that:

(a) the requested documents have never been in his possession or control;

(b) the documents were but no longer are in his possession or control (in which case he should explain what has become of such documents); or

(c) he does not know or cannot confirm (i) whether the documents were ever in his possession or control; or (ii) what has become of the documents that were previously in his possession or control,

the court will not go behind the affidavit unless it is plain and obvious from the documents that have been produced, the opposing party's affidavits or pleadings, or some other objective evidence that the documents must be or have been in his possession or control. However, the affidavit must contain an adequate explanation if the party claims not to possess or control the requested documents (*Wuhu Ruyi Xinbo Investment Partnership (Ltd Partnership) v European Topsoho Sàrl* [2025] 2 SLR 383 at [26]).

68 It should be noted that the position under O 11 r 4 differs from that under O 24 r 10 of the 2014 Rules, which does not contain a requirement that an order for production of documents referred to in a pleading or affidavit may only be made in respect of documents in the party's possession or control (or, at the time, possession, custody or power). As Watkins LJ observed in his concurring opinion in *Rafidain Bank* at 1613E, rule 10 of the equivalent English rules was unlike rule 11(2) which contained an "exceptional restriction" that the making of an order under that rule was dependent on whether the documents sought to be inspected were in the possession, custody or power of the party (see also *SK Shipping* at [33]). Notwithstanding this, the English courts have expressed the view that the absence of possession, custody or power of documents referred to in a pleading or affidavit "will sometimes amount to a good cause", although not invariably so (*Rafidain Bank* at 1611B). It has been said that this is a

"question of discretion to be exercised on the facts of each particular case" (*Rafidain Bank* at 1611G) and "clearly a relevant factor" in the exercise of the discretion (*Dubai Bank* at 741C), although the case law does not make the position much clearer than that. I respectfully suggest that the grounding of the issue in O 11 r 4 of the 2021 Rules and the adoption of the approach in *Lutfi* (as discussed above) promotes greater clarity.

Reference to documents

69 Much of the case law has focused on the question of when a document will be considered to have been referred to in a pleading or affidavit, such that an application for production may be made. The position is relatively well-settled, although the approach is admittedly fairly nuanced.

70 Beginning with the most obvious case, there will be a reference to a document in a pleading or affidavit where the pleading or affidavit "specifically mention[s]" the document (*Dubai Bank* at 738D). However, where a document is not explicitly referred to in the pleading or affidavit, the court's task will be to ascertain whether, on a fair meaning of the words in their context, there is a "direct allusion" to the document or documents (*SK Shipping* at [20], citing *Dubai Bank* at 739A–B).

71 It is easiest to explain the meaning of a "direct allusion" to a document through the arguments made in *Dubai Bank*. In *Dubai Bank*, the plaintiff submitted that if an affidavit refers to a transaction which, on the balance of probabilities, would have been effected by a document, that must involve a reference to such document for the purpose of the rule. For instance, such a transaction may be for the conveyance of a property, as in the sentence "the property Blackacre was conveyed by A to B". If the sentence were true, one could be more or less certain that a document effecting the conveyance existed

(see 738E–G). The Court of Appeal rejected the plaintiff's argument, finding that this would involve reading the phrase "reference is made to any document" in O 24 r 10 of the English rules as including a "reference by inference". That was not the natural and ordinary meaning of the phrase, which only imported the making of a "direct allusion" to the document or documents. The plaintiff's reading would also result in practical difficulties, since the court would be obliged to enter into a process of inference and conjecture to determine whether the document or class of documents even existed. That could not be what the makers of the rule had in mind (see 739A–B). Putting the point another way, where the pleading or affidavit merely refers to the "effect" of a document as opposed to its "contents", that would be a "reference by inference" and not a "direct allusion" (see 739H).

72 The court in *Dubai Bank* acknowledged that some words or phrases, such as "guarantee", "mandate" or "discretionary trust", will be capable of being read as a transaction in some contexts and as a reference to a document in others. In such cases, the task of the court will be to extract the fair meaning of the words used in their context (at 740B). The court also recognised that a compendious reference to a class of documents, as opposed to a reference to individual documents, is capable of falling within the rule, provided of course that the requirement of a reference to the documents is satisfied (at 738C, citing *Smith v Harris* (1883) 48 L.T. 869).

73 While *Dubai Bank* concerned O 24 r 10 of the previous English rules, the English courts have recognised that the approach equally applies to r 31.14 of the UK CPR. This is notwithstanding that r 31.14 uses the terminology of a document "mentioned in" a statement of case, witness statement, witness summary, or affidavit. The English courts have in fact taken the language of "mentioned in" in r 31.14 to "confirm the test of "direct allusion"", reasoning

that while the original expressions "refer" or "reference" is ambiguous between a direct or an indirect reference, the new expression "mentioned in" underlines the need for the reference to be direct or specific (see *Rubin* at [23]). In *Rubin*, Rix LJ further remarked that this was "not intended to be a difficult test. The document in question does not have to be relied on, or referred to in any particular way or for any particular purpose, in order to be mentioned." (at [24]).

74 The operation of the test of "direct allusion" is best illustrated through examples, and it may be useful for me to outline its application in a few cases.

(a) In *Dubai Bank*, which involved an application for production of documents referred to in an affidavit, the court found that a description in the affidavit that a company had been "instrumental in setting up a discretionary trust" did not involve a direct allusion to a document. In context, it referred to the setting up of a trust, not the actual execution of a document, notwithstanding that in all probability the transaction had been effected by a document (at 740C). An assertion in another paragraph that certain funds were held in "four accounts", and that the accounts were opened on certain specified dates, were "references to a state of affairs and to past transactions", not references to documents themselves. However, the court found that an assertion that a loan facility was secured "with a guarantee" was capable of being read as a reference to a document in the particular context (at 740F–G).

(b) In *Rubin*, the respondent's witness statement had described an interview of a certain debtor by the respondent's solicitors. The respondent said that his solicitors "wrote to [the respondent] enclosing a copy of his note of the meeting and drawing [the respondent's] attention to the discrepancies" (being alleged discrepancies between

what the debtor had said to the respondent's solicitors, and what the debtor had said in an earlier note to the respondent). The solicitor's notes of interview were under cover of a letter to the respondent. That covering letter was the subject of the appellants' application for production under r 31.14 of the UK CPR. Rix LJ held that the expression "he wrote to [the respondent]" in the witness statement was a direct allusion to the act of making the document itself, and not a mere reference to a transaction otherwise to be inferred as effected by a document. He explained (at [25]):

> … It is the same as saying "he wrote a writing". Suppose the question was whether there had been a direct allusion to a telephone call in the expression "I telephoned him that day": in my judgment it would make no difference whether the expression was "I telephoned him" or "I made a telephone call to him", in either case there would be a direct allusion to the telephone call. Suppose the expression was "I recorded and transcribed our telephone call that day": there would be a direct allusion to the transcript in question. If in *Rigg v Associated Newspapers Ltd* [2004] EMLR 52 the defence had said that the journalist had "written up the interview", there would have been a direct allusion to that document. In all these expressions, the making of the document itself is the direct subject matter of the reference and amounts in my judgment to the document being "mentioned". …

(c) In *SK Shipping*, which concerned requests for documents referred to in a statement of claim, the court held that requests for the production of a "Sub-Charterparty" and "Sub-Sub-Charterparty" should be allowed. The court rejected the plaintiff's argument that the references to these charterparties merely illustrated the nature of the contractual relationship between the various parties down the charterparty chain. In particular, the court observed that the plaintiff had pleaded that there was a "corresponding lien clause in the Sub-Charterparty and … the Sub-Sub-Charterparty", and found that this

appeared to be a "reference to the contents of documents rather than the effect of the same" (at [24]–[26]). In respect of the other categories of documents sought, the court did not accept that phrases such as "repeated reminders", "response[s]" and "replie[s]" were, on a fair reading of these words in their context, indicative of documents (at [27]–[28]).

(d) In *Interactive Digital Finance*, which involved an application for documents referred to in a statement of claim, the first defendant referred to lines such as "[t]he 1st Defendant provided the [reports] to the Claimants" and "the 1st Defendant forwarded to the Claimants the [report]" , to seek "record(s) of the communication" by which the reports had been so provided. Chua J disagreed, finding that these paragraphs "[c]learly … did not make explicit reference to the documents sought", and "neither was there any direct allusion" to the documents. The documents sought were "referred to only by inference" (at [50]).

75 Finally, the fact that a document has not been referred to in a pleading or affidavit, and hence that a party may not seek production of the document by this means, does not preclude the party from making an application for specific production in respect of the document under O 11 r 3 (*Interactive Digital Finance* at [51]; see also *SK Shipping* at [21] and *Dubai Bank* at 739C).

Summary of the approach

76 I summarise the approach to the production of documents referred to in pleadings and affidavits under the 2021 Rules.

(a) A party is generally entitled to the production of documents referred to in a pleading or affidavit. The court may make an order for

production of such documents in the exercise of its power under O 11 r 4 or O 3 r 2(2) of the 2021 Rules.

(b) There is a reference to a document in a pleading or affidavit where the pleading or affidavit (i) *specifically mentions* the document; or (ii) on the fair meaning of the relevant words used in their context, contains a *direct allusion* to the document. A reference to a transaction – even where such transaction would probably have been effected by a document – would count at most as a reference to a document by inference, or as a reference to the effects of a document. It would not constitute a direct allusion to a document. This means that where a word or phrase (such as "guarantee", "mandate" or "discretionary trust") is capable of being read as a transaction in some contexts and as a reference to a document in others, the court's task will be to extract the fair meaning of the word or phrase used in its context.

(c) An application for production may be made in respect of a class of documents. This is permissible as long as there is a reference (within the meaning of the term as described above) to the class of documents in the pleading or affidavit.

(d) Where a document has not been referred to in a pleading or affidavit, and hence is not the proper subject of an application for production on this ground, it nevertheless remains open to a party to apply for specific production of the document under O 11 r 3.

(e) An application for production of documents referred to in a pleading or affidavit may be opposed if there is "good cause". In this regard:

(i) The burden rests on the party opposing the application to establish the existence of good cause. This should not generally be an easy burden to discharge, especially in relation to documents referred to in pleadings.

(ii) A party may be able to show good cause to oppose the production of the document where the production sought would not be proportionate, having regard to the issues in the case. Where an objection on the ground of proportionality is raised, the court will weigh the competing interests to find the outcome that strikes a just balance, bearing in mind that there are generally strong reasons why a document referred to in a pleading or affidavit should be produced. In striking that balance, the court may consider the cost-effectiveness of the production of the document having regard to the issues in the application or case, including the importance of those issues to the application or case and the complexity and difficulty of those issues. The court has a wide discretion as to how the balance should be struck.

(iii) A party can also establish good cause to oppose the production of the document where:

(A) the document is part of a party's private or internal correspondence, unless (I) it is a special case; or (II) such correspondence are known adverse documents (see O 11 r 5(2)); or

(B) the document is subject to any privilege, or its production would be contrary to the public interest (see O 11 r 5(3) and further O 11 r 8).

(iv) A party may also show good cause for the non-production of the document where the document is not in the party's possession or control, as required under O 11 r 4. In this regard, where a party opposing the production of the documents files an affidavit stating that:

(A) the requested documents have never been in his possession or control;

(B) the documents were but no longer are in his possession or control (in which case he should explain what has become of such documents); or

(C) he does not know or cannot confirm (I) whether the documents were ever in his possession or control; or (II) what has become of the documents that were previously in his possession or control,

the court will not go behind the affidavit unless it is plain and obvious from the documents that have been produced, the opposing party's affidavits or pleadings, or some other objective evidence that the documents must be or have been in his possession or control. The affidavit must contain an adequate explanation if the party claims not to possess or control the requested documents.

Application to the facts

77 I now apply the approach to the facts of the case. I begin with Category 2, which requests production of the "tender proposal to the HDB on 2 March 2023" submitted by the 1st Defendant. This is drawn from para 9(e)(ii) of the D&CC, which states:

> ii. The 1st Defendant submitted its tender proposal to the HDB on 2 March 2023 for HDB's project reference OT/PC/10-22/04 for "Supply & Installation of Light Emitting Diode (LED) Luminaires and Smart Lighting System for HDB Blocks for Ang Mo Kio, Bishan-Toa Payoh, Chua Chu Kang, East Coast, Holland-Bukit Panjang, Jalan Besar, Marine Parade, Marsiling-Yew Tee, Nee Soon, Pasir Ris-Punggol, Sembawang, Tampines, Tanjong Pagar and West Coast Town Councils" ("HDB Project 2023"). This tender was awarded to the 1st Defendant on 28 September 2023.
>
> [emphasis in underline added]

78 I am satisfied that the phrase "tender proposal to the HDB on 2 March 2023" is a reference to a document. More fully, the paragraph states that the tender proposal was "submitted" on the specified date in respect of the specified HDB project. In this context, the fair meaning of the words "tender proposal" is that a specific document was presented by the 1st Defendant to HDB on 2 March 2023, in a bid to obtain the HDB Project 2023. I therefore do not accept Ms Tan's argument that the "tender proposal" was only a reference to a transaction. The tender proposal, as a document referred to in the 1st Defendant's pleading, should be produced. As mentioned above, the 1st Defendant has not denied that it is in the 1st Defendant's possession or control.

79 For this category, it is accordingly unnecessary for me to go on to consider if an order for specific production of the document under O 11 r 3 should be made.

80 In relation to Category 3, I reproduce the three paragraphs of Mr Lee's 1st Affidavit from which the relevant phrases (in underline below) were drawn:

> 64. Should the Claimant ultimately succeed at trial, I am advised that the Claimant can claim damages against the Defendants either in the form of account of profits or damages. Such damages can be easily computed from the sales data and/or profits from the HDB Project 2023. In this regard, the 1st Defendant is committed to preserving all documents relating to the HDB Project 2023.

> 65. In contrast, I believe that it will be extremely difficult to accurately or adequately quantify the damage that the Claimant will have to compensate as a result of any interlocutory injunction when the Defendants succeed at trial. If the 1st Defendant is injuncted from continuing their contractual obligations under their contract with EM Services / HDB Project 2023, the 1st Defendant will suffer many forms of damages which will not be easily quantifiable including:
>
> > a. damages which the 1st Defendant may suffer from a possible breach of its contracts in relation to the HDB Project 2023.
> >
> > b. damages from the 1st Defendant losing commercial goodwill and reputation as well as key business relationships that it has painstakingly built up over the years (including with key prime contractors serving both the public and private sectors).
> >
> > c. damages in the form of costs to rebuild trust and confidence with its customers.
>
> …
>
> 68. I am advised that in deciding where the balance of convenience lies, a relevant factor is whether the interlocutory injunction would severely disrupt or derail the 1st Defendant's business. If an interlocutory injunction is granted this may cause the 1st Defendant to be unable to perform and be in breach of its contract for the HDB Project 2023. Even if the 1st Defendant is able to still perform its obligations for the HDB Project 2023, any interlocutory junction may cause significant delays in the performance of the 1st Defendant's obligations, e.g. if the 1st Defendant has to procure alternatives or remove the eSave Marks on the products.
>
> [emphasis added in underline]

81 As I have described, Mr Lee's 1st Affidavit was a reply affidavit to the Claimant's supporting affidavit in SUM 919, being the Claimant's application for an interim injunction at the commencement of proceedings to restrain the defendants from committing infringements of the eSave Mark, amongst other things. The quoted paragraphs are contained in the section of Mr Lee's affidavit where he seeks to explain that the balance of convenience lies in favour of the defendants and against the grant of the injunction.

82 Beginning with the question of whether an order for production of documents mentioned in the affidavit should be made, I find that such an order should not be made.

83 It is convenient to start with the phrase in para 65 of Mr Lee's 1st Affidavit, being "contract with EM Services / HDB Project 2023". This must be seen the context of the fuller sentence, which is: "If the 1st Defendant is injuncted from continuing their *contractual obligations* under their contract with EM Services / HDB Project 2023, the 1st Defendant will suffer many forms of damages which will not be easily quantifiable including…" [emphasis added]. Read in context, this is a reference to a transaction, being the legal contract between the 1st Defendant and "EM Services / HDB Project 2023", and not a reference to a document. This is made clear by the phrase "contractual obligations" in the same sentence, to explain that the 1st Defendant might be in breach of the said obligations if the injunction is ordered. Put another way, the subject of the sentence is the legal rights and obligations of the 1st Defendant under a contractual agreement, rather than the brute document itself. This is accordingly not the proper subject of an order for production of documents referenced in an affidavit.

84 Much the same applies in relation to the phrase in para 68, being "its contract for the HDB Project 2023". That sits in the fuller sentence "If an interlocutory injunction is granted this may cause the 1st Defendant to be unable to perform and be in breach of its contract for the HDB Project 2023." The focus is on the legal issues of performance and breach of the contractual agreement, rather than the document *per se*. The reference in the next sentence to performance of the 1st Defendant's obligations in the next sentence buttresses this conclusion: "Even if the 1st Defendant is able to *still perform its obligations* for the HDB Project 2023, any interlocutory injunction may cause significant

delays in the performance of the 1st Defendant's obligations, e.g. if the 1st Defendant has to procure alternatives or remove the eSave Marks on the products." [emphasis added].

85 I come to the phrase in para 64 of the affidavit, "documents relating to the HDB Project 2023". I accept that this is a specific mention of documents. I am of the view, however, that it would not be proportionate to make an order for production of these documents, having regard to the issues in the case. The fuller sentence is: "In this regard, the 1st Defendant is committed to preserving all documents relating to the HDB Project 2023." The sweeping reference to "all documents relating to the HDB Project 2023" was made in the context of Mr Lee's explanation that it was unnecessary for an injunction to be ordered because, should the Claimant succeed in the action, damages could be quantified from the sales data and profits from the HDB Project 2023, and in this regard the 1st Defendant was "committed to preserving all documents relating to the HDB Project 2023". It is unclear why the Claimant has omitted the word "all" from just before the quoted phrase, but even the quoted phrase on its own clearly envisages a potentially very broad class of documents, with a risk that the cost and time required for the production of the documents would be disproportionate having regard to the issues in the case. When I raised my concerns on the breadth of this request at the hearing, Mr Teh informed me that if Category 3 was worded too broadly, the Claimant was content to scope down the request, to seek production of the contract that the 1st Defendant entered into with the HDB or EM Services Pte Ltd (the main contractor for the HDB Project 2023),[25] in respect of the HDB Project 2023. I therefore consider the request as reframed by Mr Teh.

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25 Mr Lee's 1st Affidavit, para 28.

86 I am satisfied that an order for specific production of the document, limited in the manner reframed by Mr Teh, should be made under O 11 r 3(1). I find that the document is material to the issues in the case, as required under O 11 r 3(1)(*b*). Perhaps the central dispute in the case is on what exactly parties agreed regarding the circumstances in which the 1st Defendant would be permitted to use the eSave Mark, with the Claimant contending that the mark can only be applied on finished lighting products that contain the Claimant's components, and the 1st Defendant alleging that no such restriction or limitation was agreed to. This key issue extends into the subsequent attempt to secure commercial tender from the HDB, through installations, demonstrations and mock-ups, for finished lighting products that allegedly contained the Core Chips and bore the eSave Mark. The Claimant alleges that it was led by Mr Lee "to believe, and was therefore under the impression", that the products to be supplied and installed, should the 1st Defendant be awarded the tender, would contain the Claimant's components.[26] The subsequent use of the eSave Mark by the 1st Defendant on the finished lighting products installed in various HDB estates was therefore a contravention of the agreement and an infringement of the eSave Mark.[27]

87 The 1st Defendant denies all of this, save that it accepts that it did supply to the HDB lighting sensors bearing the eSave Mark. It contends that (a) the Claimant's products were never involved in any installations, demonstrations or mock-ups for HDB or in securing any tender from HDB in or around 2023; (b) it has never sought to supply to the HDB via the HDB Tender any products or components of the Claimant;[28] and (c) it was never awarded any projects by the

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26 SOC, para 9(d).

27 SOC, para 9(g).

28 D&CC, para 9(d).

HDB arising from demonstrations or mock-ups associated with the Claimant's components.[29] I find that the contract that the 1st Defendant entered into with EM Services Pte Ltd or HDB, in respect of the HDB Project 2023, is central to these contentions. It is also relevant to whether the 1st Defendant acted consistently or inconsistently with the Claimant's alleged belief and impression that the products to be supplied to the HDB, if the 1st Defendant was successful in securing the tender, would contain the Claimant's components.

88 Finally, I note that the 1st Defendant has not denied that it has possession or control of the contract with HDB.

Conclusion

89 For the foregoing reasons:

(a) I order that the "tender proposal to the HDB on 2 March 2023", as referred to at para 9(e)(ii) of the D&CC, be produced by the 1st Defendant.

(b) I reject the request for Category 3 as originally worded by the Claimant. However, I order the production of the contract that the 1st Defendant entered into with the HDB or EM Services Pte Ltd, in respect of the HDB Project 2023.

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[29] D&CC, para 9(e)(i).

90 I will hear the parties on timelines for production and on costs.

Elton Tan Xue Yang
Assistant Registrar

Teh Chon Chung Gabriel and Lee Hui Min (Wong Tan & Molly Lim LLC) for the claimant;
Mavis Tan Yi Lin (Dentons Rodyk & Davidson LLP) for the first defendant.