

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

[2026] SGHCR 21

Originating Claim No 1040 of 2025 (Summons No 888 of 2026)

Between

Marsh (Singapore) Pte Ltd

... Claimant

And

Lee Alaric

... Defendant

GROUND OF DECISION

[Civil Procedure — Amendment of pleadings — Leave to amend statement of claim]

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Marsh (Singapore) Pte Ltd

v

Lee Alaric

[2026] SGHCR 21

General Division of the High Court — Originating Claim No 1040 of 2025
(Summons No 888 of 2026)

AR Ramu Miyapan

10 April 2026

10 June 2026

AR Ramu Miyapan:

Introduction

1 This application concerned the Marsh (Singapore) Pte Ltd's ("Claimant") request for leave to amend its Statement of Claim dated 15 December 2025 in the manner set out in the draft Statement of Claim (Amendment No. 1). The application, filed on 20 March 2026, arose in the context of an ongoing employment-related litigation between the Claimant and its former Managing Director, Lee Alaric ("Defendant"), who resigned from his position on 19 September 2025 after a brief tenure of approximately five months.

2 The amendment application has generated considerable controversy between the parties, with the Defendant raising concerns about what he characterised as the Claimant's attempt to obtain a "second bite at the cherry"

following the unsuccessful outcome of a related interim injunction application before Justice Hoo Sheau Peng. The Defendant's objections centre not on the amendments themselves for trial purposes, but on the potential for the Claimant to now use these amendments as the foundation for fresh applications for interim relief.

3 The matter came before me for hearing on 10 April 2026. Having considered the written submissions of both parties, the oral arguments presented and the relevant legal authorities, I allowed the amendment application subject to a costs order in favour of the Defendant. These are my detailed grounds for that decision.

Facts

The employment relationship

4 The Defendant was employed by the Claimant as a Managing Director for Marsh Asia Corporate and as a Commercial Leader in Management Corporate Segment from 1 April 2025 until his resignation on 19 September 2025.¹ Prior to joining the Claimant, the Defendant had been employed by Marsh Hong Kong from 1 September 2013, initially as a client manager for infrastructure before being promoted to various leadership roles including Head of Sales and later as Marsh McLennan Hong Kong Sales Leader overseeing both Marsh Hong Kong's and Mercer (Hong Kong) Ltd's sales business.²

¹ Claimant's written submissions filed on 8 April 2026 ("CWS") at para 5.

² CWS at para 5.

5 The Defendant's employment with the Claimant was governed by several agreements collectively referred to as the Employment Agreement.³ These comprised the Offer of Permanent Employment dated 26 March 2025, the Claimant's standard terms and conditions effective April 2025 which included the Marsh Non-Solicitation and Confidentiality Agreement signed by the Defendant on 25 March 2025, and the Colleague Guide as at April 2025. Additionally, and significantly for the present application, the Defendant signed a Grant Agreement on or around 20 March 2025 whereby he confirmed he would be bound by the Restrictive Covenants Agreement, being the Non-United States Restrictive Covenants Agreement read together with the Non-United States Restrictive Covenants Agreement Country-Specific Schedule.

The original proceedings and interim injunction application

6 On 15 December 2025, the Claimant commenced HC/OC 1040/2025 against the Defendant claiming breaches of various duties and obligations arising from his employment.⁴ Concurrently with filing the original Statement of Claim, the Claimant further filed HC/SUM 3654/2025 (“SUM 3654”) seeking, amongst other things, an injunction to restrain the Defendant from breaching clauses of the Marsh Non-Solicitation and Confidentiality Agreement and from using or disclosing confidential information as defined in that agreement.⁵ Crucially, the application for these confidentiality injunctions was premised solely on the Marsh Non-Solicitation and Confidentiality Agreement, with no reference to the Grant Agreement or Restrictive Covenant Agreement.⁶

³ CWS at para 6,

⁴ Defendant’s written submissions filed on 8 April 2026 (“DWS”) at para 4.

⁵ DWS at para 4.

⁶ DWS at para 4.

7 On 11 February 2026, Hoo J made an order refusing to grant the confidentiality injunctions in SUM 3654. Hoo J found that there was nothing in Clause 3 of the Marsh Non-Solicitation and Confidentiality Agreement to show that it survived the Defendant's termination of employment.⁷ The Claimant's application failed because the agreement did not contain a confidentiality obligation that survived termination of employment.

8 The Claimant's dissatisfaction with this outcome led to an application for permission to appeal to the Appellate Division on 25 February 2026.⁸ However, on 6 April 2026, the Appellate Division dismissed the application for permission to appeal with costs.⁹ The Appellate Division held that Hoo J had made a valid finding of fact that the confidentiality obligation no longer applied to the Defendant after termination of his employment, and that following this finding, there was no longer any serious question to be tried on the scope of that now-extinguished confidentiality obligation.

The Amendment process

9 The circumstances leading to the present amendment application involved extensive correspondence between the parties' solicitors from February to March 2026. On 5 February 2026, the Claimant's solicitors wrote to the Defendant's solicitors enclosing a proposed draft amended Statement of Claim.¹⁰ Significantly, this first round of proposed amendments did not include

⁷ DWS at para 6.

⁸ DWS at para 9.

⁹ DWS at para 11.

¹⁰ CWS at para 9; DWS at para 5.

any reference to the Grant Agreement or Restrictive Covenant Agreement.¹¹ The Defendant initially indicated willingness to consent to these first-round amendments on 12 February 2026, subject to a payment of costs of S\$4,250.¹²

10 However, following Hoo J's adverse decision on 11 February 2026, the dynamics of the amendment discussions changed considerably. On 16 February 2026, the Claimant's solicitors informed the Defendant that they intended to file a second application for injunctive relief.¹³ The Defendant's solicitors responded on 19 February 2026, objecting to what they characterised as the Claimant's "drip-feed approach towards litigation".¹⁴

11 On 20 February 2026, the Claimant proposed further amendments to the Statement of Claim, now including the Grant Agreement Amendments for the first time.¹⁵ These second-round amendments represented a significant expansion of the Claimant's pleaded case, introducing claims based on the Grant Agreement and Restrictive Covenant Agreement that had not been part of the original Statement of Claim or the first round of proposed amendments.

12 On 27 February 2026, the Defendant indicated willingness to consent to the second-round amendments, but subject to two conditions: payment of increased costs of S\$7,250 and, critically, that no further interim relief injunction would be brought based on these amendments.¹⁶ The Claimant agreed

¹¹ CWS at para 9; 2nd Affidavit of Cheng Yu Ting filed on 20 March 2026 in support of HC/SUM 888/2026 ("Yu Ting's 2nd Affidavit") at para 15.

¹² CWS at para 10; Yu Ting's 2nd Affidavit at p 515.

¹³ Yu Ting's 2nd Affidavit at para 11.

¹⁴ DWS at para 7; Yu Ting's 2nd Affidavit at p 469.

¹⁵ CWS at para 13; Yu Ting's 2nd Affidavit at para 18.

¹⁶ CWS at para 14; Yu Ting's 2nd Affidavit at para 19.

to the costs condition but rejected the second condition as baseless and unreasonable.¹⁷ Despite directions from the court during a Registrar's Case Conference on 12 March 2026, the Defendant maintained his position, leading to the contested hearing before me.

The proposed amendments

Categories of amendments

13 The Claimant's proposed amendments to its Statement of Claim encompass eight broad categories of changes designed to strengthen and clarify its case against the Defendant. For analytical purposes, the Defendant has categorised these amendments into two distinct groups: the “Non-Prejudicial Amendments” and the “Grant Agreement Amendments”.¹⁸

14 As regards the first group, the Non-Prejudicial Amendments encompassed paragraphs [6(b)(i)], [6(b)(ii)], [18A] to [18E], [19(c)], [26A] to [26B], [27A] to [27B], [29A], [30A], [37AA], [37A], [45A] to [46D] and amendments to the reliefs claimed.¹⁹ These amendments sought to add facts relating to the Defendant's senior role and responsibilities as Managing Director, particularise acts alleged to constitute breaches, clarify the temporal scope of specific obligations, and include claims for breach of implied terms and equitable duties.

15 As regards the second group, The Grant Agreement Amendments, comprising paragraphs [20A], [20B], [26CC], and [26C], represented the more

¹⁷ CWS at para 15.

¹⁸ DWS at para 1.

¹⁹ Yu Ting's 2nd Affidavit at para 14.

controversial aspect of the application.²⁰ These amendments sought to introduce claims for breach of the Grant Agreement and Restrictive Covenant Agreement, ensuring that what the Claimant characterised as the full suite of contractual obligations owed by the Defendant would be before the court for comprehensive determination.

Materiality and scope of amendments

16 The proposed amendments were substantial in scope and materially expanded the Claimant's pleaded case. The amendments relating to the Defendant's senior role and responsibilities were material to establishing the scope of duties and obligations owed to the Claimant and the standard against which his conduct should be assessed. The particularisation of the Defendant's pre-termination conduct likewise provided greater specificity to the alleged breaches and established the nature, timing, and continuity of the alleged misconduct.

17 The Grant Agreement Amendments were particularly significant as they introduced an entirely new contractual foundation for the Claimant's claims. The Restrictive Covenant Agreement contained confidentiality provisions that, unlike the Marsh Non-Solicitation and Confidentiality Agreement, purportedly survived termination of employment. This amendment therefore now addressed the specific deficiency identified by Hoo J in her refusal of the original injunction application.

18 The amendments also sought to clarify that certain obligations in the Marsh Non-Solicitation and Confidentiality Agreement and the Colleague

²⁰ Yu Ting's 2nd Affidavit at para 14.

Guide apply both during and after termination of employment, representing the Claimant's attempt to address Hoo J's findings while maintaining its position on the scope of these obligations.

Parties' positions

The Claimant's position

19 The Claimant's case for allowing the amendments was structured around the three-step framework established in *Wang Piao v Lee Wee Ching* [2024] 4 SLR 540 (“*Wang Piao*”) at [15]–[18], namely:²¹

- (a) First, as a threshold question, the court would have to determine the stage of proceedings in which the amendment to the pleadings is being sought. An application made “later in the day” would require stronger grounds to justify it.
- (b) Second, having determined the stage of proceedings in which the amendments are being sought, the court would thereafter consider whether the amendments sought would enable the real question and/or issue in controversy between the parties to be determined – this is relevant to considering whether the application is being made in good faith or whether the amendments sought are material.
- (c) Third, the court should consider whether it would be just to allow the amendments by assessing, for instance, whether allowing the amendments would prejudice any party in a manner that cannot be compensated by costs or whether the party seeking the amendment would effectively be asking for a second bite of the cherry.

²¹ CWS at paras 21–23.

Applying this test, the Claimant argued that the application satisfies each element of this framework and that the amendments should be allowed in the interests of justice and efficient case management.²²

20 Regarding the first element of the *Wang Piao* framework, the Claimant emphasised that the amendment application is brought at a very early stage of proceedings.²³ No directions have been given for affidavits of evidence-in-chief, no Single Application Pending Trial (“SAPT”) has been taken out save for this amendment application, no trial dates have been fixed, and no evidence has been led in the substantive proceedings.²⁴ The Claimant contended that courts are more willing to grant amendments at early stages, and this is certainly not a post-judgment context that would give an unsuccessful litigant opportunity to renew the fight on different grounds.²⁵

21 The Claimant argued that the early stage of proceedings militates strongly in favour of allowing the amendments, as any prejudice to the Defendant could be adequately compensated by an appropriate costs order.²⁶ The Claimant submitted that refusing amendments at this early stage would be contrary to the established approach of the courts, which favour allowing amendments when they can be made without significant prejudice to the opposing party.²⁷

²² CWS at paras 24–66,

²³ CWS at paras 25–29.

²⁴ CWS at para 28.

²⁵ CWS at para 29.

²⁶ CWS at paras 47–48.

²⁷ CWS at para 26.

22 On the second element of the *Wang Piao* framework, concerning whether the amendments would enable determination of the real questions in controversy, the Claimant submitted that the proposed amendments are material and necessary rather than useless, technical or trivial.²⁸ The Claimant argued that the amendments relate to core aspects of the dispute: the Defendant's senior role and responsibilities, his pre-termination conduct, the complete suite of contractual obligations including the Grant Agreement and Restrictive Covenant Agreement, the temporal scope of duties, implied terms regarding trade secrets, and equitable duties of confidence.²⁹

23 The Claimant contended that these amendments are necessary to avoid multiplicity of proceedings by bringing all claims arising from the same factual substratum before one forum.³⁰ The Claimant argued that this approach ensures comprehensive rather than piecemeal determination and promotes efficient use of court resources, aligning with the overriding objectives of the Rules of Court 2021.³¹

24 The Claimant emphasised that the Grant Agreement and Restrictive Covenant Agreement were entered into as part of the same employment relationship and relate to the same factual matrix as the existing claims.³² In the Claimant's submission, allowing the amendments would ensure that all related

²⁸ CWS at paras 30–46.

²⁹ CWS at paras 34–39.

³⁰ CWS at paras 40–46.

³¹ CWS at paras 40–43.

³² CWS at paras 32–39 and 40.

disputes are determined in a single forum, avoiding the inefficiency and potential inconsistency that could result from separate proceedings.³³

25 On the third element of the *Wang Piao* framework, regarding whether it is just to allow the amendments, the Claimant addressed the two main factors raised by the Defendant: prejudice and the “second bite at the cherry” objection.³⁴

26 As regards the point on prejudice, the Claimant noted that the Defendant himself admitted the amendments could be compensated by costs.³⁵ The Claimant argued that any inconvenience or additional costs incurred by the Defendant as a result of the amendments can be adequately addressed through an appropriate costs order.³⁶

27 As regards the “second bite at the cherry” objection, the Claimant argued that this concept only applies in specific situations: where merits have already been adjudicated, where a party seeks to salvage a case weakened by evidence or cross-examination, or where there is wholesale abandonment of the original case for a fundamentally different one.³⁷ The Claimant contended that none of these situations apply in the present case.³⁸

28 The Claimant relied on *Wang Weidong v SPM Global Services Pte Ltd* [2018] SGHCR 6, where it was established that where the matter remains at

³³ CWS at para 43.

³⁴ CWS at paras 47–66.

³⁵ CWS at paras 47–49.

³⁶ CWS at paras 47–49.

³⁷ CWS at paras 50–60.

³⁸ CWS at paras 61–66.

such an early pre-trial stage, "the cherry has not, in a manner of speaking, been bitten at all" (at [24(b)]).³⁹ The Claimant argued that the present case is clearly at such a pre-trial stage, with no evidence having been led and no final determination on the merits having been made.

29 The Claimant further contended that the Defendant's real objection was not to the amendments themselves but to potential future interim relief applications based on the amended pleadings.⁴⁰ The Claimant argued that such objections were therefore premature and procedurally misplaced, as the question of whether any future application constitutes abuse of process can only be assessed in the context of that future application, not speculatively in the present amendment application.⁴¹

The Defendant's position

30 The Defendant's opposition to the amendments was more nuanced than mere outright resistance. The Defendant did not object to the Non-Prejudicial Amendments, subject to an appropriate costs order in his favour, though he noted there was no reason why these amendments could not have been included in the original Statement of Claim.⁴²

31 The Defendant's primary concern related to the Grant Agreement Amendments, which he was prepared to consent to subject to an appropriate costs order and the critical condition that the Claimant does not rely on these

³⁹ CWS at paras 59–61.

⁴⁰ CWS at paras 62–63.

⁴¹ CWS at paras 62–63.

⁴² DWS at paras 2 and 17.

amendments to bring a new or fresh application for injunctive relief against him.⁴³

32 That said, the Defendant's central argument was that the Grant Agreement Amendments represented an improper attempt to obtain a "second bite at the cherry" following the failure of the original injunction application. The Defendant argued that the timing and circumstances of the proposed amendments demonstrate a tactical and remedial response by the Claimant to Hoo J's adverse order in SUM 3654.⁴⁴

33 The Defendant emphasised that the second-round amendments, which included the Grant Agreement Amendments, were taken out shortly after Hoo J's decision and alongside the Claimant's application for permission to appeal, constituting what he characterised as a backdoor attempt at obtaining relief, should the appeal not succeed.⁴⁵ The Defendant noted that the appeal was indeed unsuccessful, with the Appellate Division dismissing the application for permission to appeal on 6 April 2026.⁴⁶

34 The Defendant contended that the Grant Agreement Amendments improved the Claimant's position by introducing an alleged Restrictive Covenant Agreement containing a confidentiality clause that purportedly survives termination of employment, thereby filling a material gap in the Claimant's case that it failed to advance during the original injunction hearing.⁴⁷

⁴³ DWS at para 3.

⁴⁴ DWS at para 12.

⁴⁵ DWS at para 12.

⁴⁶ DWS at para 11.

⁴⁷ DWS at paras 12–13.

The Defendant argued this is precisely the conduct that the "second bite of the cherry" principle is designed to prevent, as the Claimant sought a second opportunity to obtain interim injunctive relief that it missed the first-time round.⁴⁸

35 In reference to *Wang Piao*, the Defendant submitted that the High Court refused to allow amendments taken after summary judgment was entered, characterising this as an attempt to have a "second bite of the cherry" (see *Wang Piao* at [49]).⁴⁹ The Defendant cited the Court's definition in *Wang Piao* at [36] that "a party should not have a second opportunity to do something he missed the first-time round" and that "in the context of amendments, this means that a party who had the chance to make amendments cannot later apply to make further amendments if no new circumstance arose to justify that application".

36 The Defendant also cited *Parakou Shipping Pte Ltd v Liu Cheng Chan* [2016] SGHC 48 ("*Parakou*"), where the High Court refused to grant the plaintiff leave to amend because the plaintiff sought to introduce amendments only *after* its original case had been considerably weakened during cross-examination, with no good reason for not raising the amendments earlier when the supporting facts had been known much earlier.⁵⁰

37 The Defendant emphasised that the documents and facts giving rise to the Grant Agreement Amendments were similarly at all material times within the Claimant's knowledge and possession.⁵¹ The Grant Agreement and

⁴⁸ DWS at paras 12– 17.

⁴⁹ DWS at para 14.

⁵⁰ DWS at para 15.

⁵¹ DWS at para 17.

Restrictive Covenant Agreement were allegedly entered into in March 2025, months before commencement of the suit, yet the Claimant has provided no explanation for its failure to incorporate these amendments in the original Statement of Claim or why it chose to apply for confidentiality injunctions based solely on the Marsh Non-Solicitation and Confidentiality Agreement.⁵²

38 The Defendant argued that the Claimant's own acknowledgment that it was only "able to identify separate obligations extending [the Defendant's] confidentiality obligations beyond the termination of his employment"⁵³ after the determination of SUM 3654 demonstrates the tactical nature of the amendments, despite the underlying agreements predating the litigation by months.⁵⁴

39 The Defendant contended that this timing demonstrates that the amendments are not the result of newly discovered facts or changed circumstances, but rather represent a tactical response to an adverse judicial decision.⁵⁵ The Defendant argued that this is precisely the type of conduct that the "second bite at the cherry" principle is designed to prevent.⁵⁶

40 The Defendant argued that the general principle allowing amendments where prejudice can be compensated by costs should not apply without qualification in circumstances where such amendments would be tantamount to giving the Claimant "a second bite at the cherry".⁵⁷ The Defendant contended

⁵² DWS at para 17.

⁵³ Yu Ting's 2nd Affidavit at pp 466-467 at paras 4 and 6.

⁵⁴ DWS at paras 12–17.

⁵⁵ DWS at para 12.

⁵⁶ DWS at paras 16–17.

⁵⁷ DWS at para 18.

that allowing the Claimant such an opportunity and depriving him of the finality of judgment would cause prejudice that cannot be compensated by costs.⁵⁸

41 The Defendant emphasised his position as an individual and former employee as compared to the Claimant’s position as a company. More specifically, the Defendant argued that compelling him to repeatedly defend fresh applications for interim relief traversing substantially the same ground as SUM 3654 would mean additional time, expense, and considerable *personal* burden of being dragged through further litigation on matters already once litigated.⁵⁹ The Defendant argued this outcome would thereby be directly contrary to the ideals of efficiency and fairness that the Rules of Court 2021 were designed to promote.⁶⁰

42 The Defendant submitted that the court should have regard to the ideals set out in the Rules of Court 2021 as the overriding objective, particularly the need for cost-effective work, efficient use of court resources, and fair and practical results.⁶¹ The Defendant argued that these ideals would not be served if he is forced to face the same issues ventilated in SUM 3654 through a fresh application for interim injunctive relief simply because the Claimant chose not to rely on the Restrictive Covenant Agreement from the outset.⁶²

⁵⁸ DWS at para 18.

⁵⁹ DWS at para 19.

⁶⁰ DWS at para 19.

⁶¹ DWS at paras 18–19.

⁶² DWS at paras 18–19.

Analysis and decision

The Wang Piao framework

43 The first step requires consideration of the stage of proceedings at which the amendment application is made (*Wang Piao* at [16]). Generally, courts are more willing to allow amendments at earlier stages of proceedings, particularly where no evidence has been led and where any prejudice can be compensated by costs (*Wang Piao* at [16]). Conversely, amendments sought at later stages, particularly after judgment has been entered, face greater scrutiny (*Wang Piao* at [20]–[24]).

44 The second step involves assessing whether the proposed amendments would enable the determination of the real questions in controversy between the parties (*Wang Piao* at [17]). This requires consideration of whether the amendments are material and necessary to the resolution of the dispute, or whether they are merely technical, trivial, or designed to introduce irrelevant matters (*Wang Piao* at [17]).

45 The third step involves a broader justice analysis, considering all relevant factors to determine whether it would be just to allow the amendments (*Wang Piao* at [18]). This includes consideration of factors such as prejudice to the opposing party, the reasons for the delay in seeking the amendments, and whether allowing the amendments would serve the overriding objectives of the Rules of Court 2021.

Application of the Wang Piao framework

The first element of the Wang Piao framework

46 Applying the first element of the *Wang Piao* framework, I was satisfied that the amendment application was brought at an appropriately early stage of proceedings. The parties have not yet reached the stage where affidavits of evidence-in-chief are due to be filed, no SAPT applications have been taken out, save for this amendment application, no trial dates have been fixed, and no evidence has been led in the substantive proceedings.

47 This early stage of proceedings is a significant factor in favour of allowing the amendments. Courts have consistently recognised that amendments are more readily allowed at early stages where any prejudice to the opposing party can be adequately compensated by costs (see generally *Ivanishvili, Bidzina v Credit Suisse Trust Ltd* [2020] 2 SLR 638 (“*Ivanishvili*”) at [40]–[43] citing *Gulf Hibiscus Ltd v Rex International Holding Ltd* [2017] SGHC 210 at [46]–[48] and *Islington London Borough Council v Uckac* [2006] 1 WLR 1303 at [38]–[39]). In my view, the present case clearly falls within this category, as the parties are still in the pleadings stage and have not yet commenced the evidential phase of the proceedings.

48 While the Defendant argued that the amendments represented a tactical response to the failure of the interim injunction application, this does not alter the fundamental fact that the substantive proceedings remain at an early stage. The interim injunction application was a separate interlocutory matter that did not involve a final determination of the merits of the underlying claims.

The second element of the Wang Piao framework

49 Regarding the second element of the *Wang Piao* framework, I was similarly satisfied that the proposed amendments would enable determination of the real questions in controversy between the parties. The amendments were clearly material and necessary rather than technical or trivial.

50 For one, the amendments relating to the Defendant's senior role and responsibilities are material to establishing the scope of duties and obligations owed to the Claimant. The particularisation of the Defendant's alleged pre-termination conduct likewise provided necessary specificity to the claims and would enable proper consideration of the alleged breaches.

51 Most significantly, the Grant Agreement Amendments introduces claims based on contractual obligations that form part of the same employment relationship and relate to the same factual matrix as the existing claims. The Grant Agreement and Restrictive Covenant Agreement were entered into as part of the Defendant's employment arrangements and contain obligations that are directly relevant to the disputes between the parties.

52 Flowing from this, I was particularly persuaded by the Claimant's argument that allowing the amendments would avoid multiplicity of proceedings by ensuring that all claims arising from the same factual substratum are determined in a single forum. Adopting this approach would promote comprehensive rather than piecemeal determination and aligns with the efficient use of court resources as contemplated by the Rules of Court 2021.

53 In fact, the Defendant's acknowledgment that he did not object to the Grant Agreement Amendments for trial purposes supported the conclusion that these amendments relate to matters that are properly part of the controversy

between the parties. The Defendant's objections were specifically targeted at the potential use of these amendments for interim relief applications, not at their relevance to the substantive dispute.

The third element of the Wang Piao framework

54 The third element of the *Wang Piao* framework requires a broader analysis considering all the relevant factors. This is where the most significant issues in this application arose, particularly regarding the Defendant's argument that granting these amendments would be to give the Claimant a "second bite at the cherry".⁶³

(1) The "second bite at the cherry" objection

55 I had carefully considered the Defendant's arguments regarding the "second bite at the cherry" principle.⁶⁴ While I acknowledged the Defendant's concerns about the timing and circumstances of the Grant Agreement Amendments,⁶⁵ I was not persuaded that this principle applied to preclude the amendments in the present case.

56 I agreed with the Claimant's submission that the "second bite at the cherry" principle is most clearly applicable in situations where the merits of the case have already been finally adjudicated, where a party seeks to salvage a case weakened by evidence or cross-examination, or where there is wholesale abandonment of the parties' original case (see *Wang Weidong* at [24]; *Parakou* at [21]; *W Power Group EOOD v Ming Yang Wind Power (International) Co*

⁶³ DWS at paras 12–18.

⁶⁴ DWS at paras 12–18.

⁶⁵ DWS at paras 12–18.

Ltd [2024] SGHC(I) 29 at [160]).⁶⁶ I also agreed with the Claimant⁶⁷ that none of these situations have arisen in the present case.

57 The interim injunction application before Hoo J was an interlocutory matter that did not involve a final determination of the merits of the underlying claims. Hoo J's finding that the Marsh Non-Solicitation and Confidentiality Agreement did not contain a confidentiality obligation that survived termination was made in the specific context of the interim relief application and was based on the limited contractual materials that were before the court at that time.

58 Importantly, the substantive proceedings remain at the pre-trial stage, with no evidence having been led and no final determination on the merits having been made. As established in *Wang Weidong*, where the matter remains at an early enough pre-trial stage, "the cherry has not, in a manner of speaking, been bitten at all" (at [24(b)]). The present case clearly fell within this category.

59 Furthermore, the Grant Agreement Amendments did not, in my view, represent a wholesale abandonment of the Claimant's original case or an attempt to introduce fundamentally different claims. Rather, the amendments seek to introduce additional contractual obligations that arise from the same employment relationship and relate to the same factual matrix as the existing claims. The amendments may expand the legal bases for the claims, but they do not go so far as to *replace* them entirely.

60 I acknowledged the Defendant's criticism regarding the timing of the Grant Agreement Amendments and the fact that the underlying agreements and

⁶⁶ CWS at paras 52–60.

⁶⁷ CWS at para 61.

additional contractual obligations therein were within the Claimant's knowledge from the outset.⁶⁸ I agreed that the Claimant ought to have included these amendments in the original Statement of Claim or, at the very least, in the first round of amendments proposed in February 2026.

61 The Claimant's piecemeal approach to introducing these amendments has not been ideal and reflects less than optimal case preparation and management. The fact that the Grant Agreement and Restrictive Covenant Agreement were entered into in March 2025, months before the commencement of proceedings, means that there was no excuse for their omission from the original pleadings.

62 However, while the timing of the amendments was a relevant factor in my analysis, it is not determinative. The key question was whether the amendments should be allowed in the interests of justice, taking into account all relevant factors including the stage of proceedings, the materiality of the amendments, and the ability to compensate any prejudice through costs (see generally *Wang Piao* at [12]–[19]).

63 The fact that the amendments were proposed following the adverse outcome of the interim injunction application does not, in itself, preclude their allowance. Parties are entitled to reassess their cases following judicial decisions and to seek to strengthen their pleadings where appropriate, provided they do so within the bounds of proper case management and without causing prejudice to the opposing party that cannot be compensated by costs.

⁶⁸ DWS at para 17.

64 The Defendant argued that allowing the amendments would cause him prejudice that cannot be compensated by costs, particularly given his position as an individual former employee who would be subjected to repeated applications for interim relief. While I am sympathetic to these concerns, I am not persuaded that they justify refusing the amendments.

65 The Defendant himself acknowledged that the amendments can be compensated by costs,⁶⁹ and this is consistent with established authority that when no evidence has been taken, it will be rare for amendments to cause such prejudice that cannot be compensated by costs (*Ivanishvili* at [43]). Any additional costs and inconvenience caused to the Defendant by the amendments can be adequately addressed through an appropriate costs order.

66 Moreover, a significant factor in my decision was that the Defendant's primary objections relate not to the amendments themselves, but to the potential future use of these amendments for interim relief applications. I considered these objections to be premature and procedurally misplaced.

67 In my view, the Defendant's concerns about repeated applications for interim relief were, at this stage, speculative. To date, no such application has been filed, and the Claimant has not indicated any definitive intention to file such an application. If and when such an application is filed, the court could consider at that time whether it constitutes an abuse of process or otherwise merits refusal.

68 The present application was concerned with whether the amendments should be allowed for the purposes of the substantive proceedings. Whether any

⁶⁹ DWS at paras 2–3.

future application for interim relief based on these amendments would constitute an abuse of process or otherwise merit refusal is a separate question that can only properly be determined in the context of such an application, if and when it is filed.

69 It would have been inappropriate for me to pre-judge the merits of hypothetical future applications or to impose conditions on the amendments based on speculative concerns about their potential misuse. The proper forum for ventilating arguments about abuse of process and re-litigation is in the context of the actual applications if and when they are filed.

70 This approach would be consistent with the principle that procedural challenges should be dealt with when they actually arise rather than on a speculative basis. It would also avoid the court having to make any determinations about future applications based on incomplete information and hypothetical scenarios.

71 Beyond the *Wang Piao* framework, I was satisfied that the amendments are relevant and necessary for the comprehensive determination of the disputes between the parties. I agreed with the Claimant that the amendments ensure that all matters arising from the employment relationship are ventilated at trial, avoiding the potential for piecemeal litigation and inconsistent determinations.⁷⁰

72 If the amendments were not allowed at this stage, it is likely that they would be sought in any event, except at a later stage when the SAPT applications are due, which would be less efficient and potentially more prejudicial to both the parties. Allowing the amendments now would promote

⁷⁰ CWS at paras 40–42.

efficient case management and align with the overriding objectives of the Rules of Court 2021.

73 The fact that the Defendant did not object to the Grant Agreement Amendments for trial purposes⁷¹ supported my conclusion that these amendments are properly part of the controversy between the parties and should be determined in the substantive proceedings.

Costs

74 While I had decided to allow the amendments, I was critical of the Claimant's approach to the amendment process. The Claimant could have and ought to have included the Grant Agreement Amendments in the original Statement of Claim or, at the very least, in the first round of amendments proposed in February 2026.

75 At this stage, I pause to emphasise a distinction I drew between the amendments themselves versus the approach taken by the Claimant in introducing these amendments. While I had accepted that allowing these amendments – in so far as they would, in effect, prevent duplicative and potentially conflicting proceedings from arising – would better cohere with the ideals in the Rules of Court 2021 (see above at [49]–[52]), my objection was to the Claimant's piecemeal *approach* in drip-feeding these amendments. The Claimant's piecemeal approach to introducing these amendments has caused unnecessary delay and additional costs, and has contributed to the controversy surrounding this application (see above at [60]–[61]). This approach is not

⁷¹ DWS at para 3,

consistent with the efficient case management principles embodied in the Rules of Court 2021.

76 After hearing the parties on costs, I ordered the Claimant to pay the Defendant the costs of this application fixed at S\$9,000. My reasons for this quantum were as follows.

77 First, while the Claimant succeeded in obtaining the amendments, the necessity of this contested hearing arose primarily from the Claimant's own piecemeal approach to introducing these amendments and inadequate case preparation. As outlined above at [60]–[61] and [74], I agreed with the Defendant that the Claimant ought to have included all relevant amendments from the outset, particularly given that the Grant Agreement and Restrictive Covenant Agreement were within its knowledge and possession from March 2025.⁷²

78 Second, the quantum of S\$9,000 reflected the complexity of the legal issues raised, the extensive written submissions filed by both parties, and the time required for the hearing. This is in line with the costs guidelines for contested applications as expressed in Appendix G of the Supreme Court Practice Directions 2021.

79 Third, this amount also serves to discourage similar piecemeal approaches to amendments in future cases, consistent with the efficient case management objectives and ideals of the Rules of Court 2021.

⁷² DWS at para 17.

Conclusion

80 For the reasons set out above, I decided to allow the Claimant's amendment application, but order costs to be paid by the Claimant to the Defendant in the sum of S\$9,000 all-in.

Ramu Miyapan
Assistant Registrar

Phoon Wuei (TSMP Law Corporation) for the claimant;
Yuan Jingjie (Bird & Bird ATMD LLP) for the defendant.