IN THE SINGAPORE INTERNATIONAL COMMERCIAL COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHC(I) 11

Originating Application No 9 of 2025 (Summons No 43 of 2026)

Between

(1) GNC Holdings LLC

… *Claimant*

And

(1) ONI Global Pte Ltd
(2) LAC Global (Singapore) Pte Ltd

… *Defendants*

JUDGMENT

[Civil Procedure — Judgments and orders]

GNC Holdings LLC
v
ONI Global Pte Ltd and another

[2026] SGHC(I) 11

Singapore International Commercial Court — Originating Application No 9 of 2025 (Summons No 43 of 2026)
Chua Lee Ming J, Simon Thorley IJ, James Allsop IJ
1 July 2026

23 July 2026 Judgment reserved.

James Allsop IJ (delivering the judgment of the court):

1 On 21 October 2025, the Court delivered judgment and made orders enforcing most of the award made on 14 August 2024 by a three-member arbitral panel in Pittsburgh, Pennsylvania (the "Award"). The Court refused to enforce three parts of the Award: sub-paras 3(d)(ii), 3(d)(iii) and 3(f) of para 752. The reasons are set out in *GNC Holdings LLC v ONI Global Pte Ltd* [2025] SGHC(I) 25 at [103]–[105]. Those paragraphs are of no particular importance to the present dispute. In any event, on 25 May 2026 the Court of Appeal allowed GNC Holdings LLC's ("GNC") appeal against those parts of our orders. The decision is set out in *ONI Global Pte Ltd v GNC Holdings LLC* [2026] SGCA(I) 3. Thus, the whole of the Award is enforced against ONI Global Pte Ltd ("ONI") and LAC Global (Singapore) Pte Ltd ("LAC") (collectively the "Defendants").

2 The present application concerns working out the effect of some of the paragraphs of the Award made now Orders of the Court in HC/ORC 1222/2025 ("ORC 1222").

3 The terms of the Award in paras 3(a) to (g) are orders 1(c)(i) to (vii) of ORC 1222 made by the learned Assistant Registrar on 4 March 2025.

4 By order 1(c)(i) the Defendants were required within ten business days of the order to provide GNC with all lease documents for each of the 54 former franchise stores "*that the* [Defendants] *possess as of the date of the Final Award*".

5 By order 1(c)(ii) GNC was obliged within 15 business days of receiving all the lease documents referred to in order 1(c)(i) to notify the Defendants in writing of each location that it would reopen as a GNC store within 12 months of receiving possession. It was also required to provide written representations and a (binding) warranty to the Defendants for each store that within 12 months of receiving lawful possession it would operate the store as a GNC branded store for at least 12 months and, relevantly, it would offer employment for those 12 months to "*all store-level and non-executive employees*" employed at that store on substantially similar terms to those under which such employees were employed as at the date of the Award (*ie*, 14 August 2024).

6 GNC has required ONI to provide it with all employment contracts of such employees. ONI has, without conceding that it was obliged to do so, provided some, but not all of such documentation.

7 GNC says that pursuant to the orders it is entitled to all such documentation before it makes its decision provided for by order 1(c)(ii). ONI denies that the orders require it to provide such documents.

8 The problem for GNC is that the orders of the Tribunal and now of the Court do not express any such obligation on the Defendants.

9 This part of the orders was an attempt by the Tribunal to work through the equities of the transfer of the stores to GNC. In doing so, as we discuss below, it incorporated the undertaking and warranty regarding continuation of staff employment that was proffered by GNC itself. GNC on the terms of these orders was to make its decision based on the lease documentation. As a way of protecting the employees as innocent third parties to this dispute the Tribunal made orders providing for the protection of such employees who may be described, without any intended disrespect to them, as ordinary store operational employees, rather than any form of executive management of ONI: that is shop assistants.

10 The difficulty for GNC is that the Award does not provide for this information to be given to GNC in order for it to make its decisions on which stores to take over. It was to make these decisions based on the terms of the lease arrangements. The balance of the orders in paras 1(c)(iii), (iv), (v) concern the question of the leases and dealing with the landlords. Order 1(c)(vi) deals with the possible consequences of failure to comply with the representation and the binding warranty.

11 The role of the Court is to enforce the Award or not as the case may be, not to begin hearing a case on what might be seen as improvements to the orders to be now sought by a party. Pursuant to the orders of the Court of Appeal all

dispositive parts of the Award are to be enforced. That is the role of the Court: to enforce the award, not to rehear an application to vary the award as to relief.

12 On the terms of the Award there was no provision made for the decision of GNC as to whether to take over any particular store to be in any way dependent upon seeing store employees' contracts. It may be that the Tribunal might have amended such orders to include such a provision if the matter had been raised. It was not raised by GNC in what it proffered to the arbitrators. Nor was any complaint made to the Court about the lack of any such provision.

13 The parties have put in submissions.

14 GNC seeks to rely on the "liberty to apply" clause in para 3 of ORC 1222 as such order is "intended to supplement the main orders in form and convenience only so that the main orders may be carried out": *Koh Ewe Chee v Koh Hua Leong* [2002] 1 SLR(R) 943 at [5]. In *Tan Yeow Khoon v Tan Yeow Tat* [1999] 3 SLR(R) 717 the Court dealt with an existing order for the appointment of an accounting expert to resolve disagreements between the parties. The parties could not agree upon the terms of appointment of the expert that were necessary for the carrying out of the order. The High Court resolved the dispute as to the terms. The Court said at [10]–[11] that the "liberty to apply" provision could be used for deciding the terms of the expert and that it was "*nothing more than a complementary or enabling direction to work out the judgment of the Court*…[and even if it was a variation of the orders], *such a direction was intended only to succour the original order*."

15 GNC also seeks to rely upon the power in O 1 r 11 of the Singapore International Commercial Court Rules 2021 ("SICC Rules") and the inherent power in the Singapore International Commercial Court to make such orders as

are necessary or desirable for the just, expeditious and economical disposal of a proceeding.

16 GNC says that to give the warranty to ONI it "must" review the terms of employment of the employees in question in respect of which it is obliged to give the warranty. In its submissions, GNC says the terms and detail of the employment contract which it needs include the following:

(a) the remuneration and working hours of the employees including whether (i) they are employed on a permanent basis or a fixed-term contract, and (ii) a particular employee at a specific store has entered into a commission-based arrangement with ONI and, if so, what the terms of any such arrangements are;

(b) the insurance coverage of each employee;

(c) any restrictive covenant such as non-compete or non-solicitation clauses;

(d) the terms of any employee share scheme if they exist;

(e) termination provisions;

(f) whether the employees are foreign employees holding work passes which would assist GNC in determining whether it is in a position to employ such foreign employees and if so making necessary arrangements with the relevant authorities.

17 Reference was made by GNC to paras 647 and 648 of the Award. Before they are examined it is necessary to refer to para 646.

18 Paragraph 646 contains a reference to the witness statement of GNC's Vice Chairman Mr Wong who said in his affidavit, amongst other things:

> As such, if the Tribunal compels ONI to assign its Singapore leases to GNC, GNC is prepared to offer employment to all store-level and non-executive, current ONI employees to run the GNC stores in Singapore.

19 It is plain from this evidence that the terms of the warranty and the use of the expression of "store-level and non-executive" employees came from GNC's own evidence. There was no qualification to this based on wanting to know what the terms of employment of these (in effect) shop assistants were.

20 Paragraphs 647 and 648 were as follows:

> 647. But the Tribunal also heard Mr Wong testify during his cross-examination in the merits hearing that he did not know whether GNC was willing to assume the annual running costs for all 54 stores and their associated employees, but that "this is something that my team has to do an assessment of". … In other words, Mr Wong expressed uncertainty about whether GNC actually wanted to operate GNC stores in all 54 locations. …
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> 648. In exercising its equitable discretion, the Tribunal considers Mr Wong's statements to be important. In particular, the Tribunal finds that upon careful consideration of all of the circumstances and equities, it would be inequitable to return stores to GNC that GNC will not reopen with an offer of employment to all of its store level and non-executive, ONI/LAC employees as of the date of this Final Award.

21 It was submitted by GNC that the Tribunal did not expect GNC to provide the GNC warranty to ONI under circumstances where it did not receive the employment documents of the employees. There is no basis to make this assertion. Also, it is to mischaracterise what was a recitation of Mr Wong's evidence. The Tribunal considered, reasonably one would have thought, that to an experienced commercial party such as GNC, its consideration of its position was dependent upon the lease documentation which it ordered and not on the

terms and conditions of the shop assistants at the stores which were not the subject of request. This is hardly surprising.

22 As para 646 makes clear it was GNC's idea to give the warranty. There was no suggestion in Mr Wong's evidence that they would need employment documents to make these decisions. Plainly what really had to be assessed was the rental and the other commercial considerations of the location of the store and the like. This evidence was given by Mr Wong to offer to meet the argument of ONI of hardship to third parties about loss of jobs.

23 Thus there was no suggestion in the evidence that any decision of GNC as to any store would be dependent in any way upon the remuneration of shop assistants in the stores. There was no order requiring the employment information concerning individual employees. The Tribunal considered that the rental or leasing arrangements were fundamental to the decision-making process of GNC. In order to ensure fairness and not to require ONI to give up all its stores, without requiring GNC to run them at least for a time, it provided for lease documentation to be given to assist GNC in making its commercial decisions as to which to take. It did not require the employment documents of all shop assistants in the 54 stores and detail of the character referred to above. This could only be described as a reasonable course. There is no basis to consider it a "minor oversight", or any oversight at all. There is every basis to consider that it was a sensible and reasonable view that GNC could make up its mind about which stores to take in Singapore to run without having the detail of contracts or arrangements with shop assistants in all 54 stores at a particular date.

24 There is no basis to make a second precondition of conduct by ONI to the making by GNC of its commercial decision as to which stores it wants to

take. It would be going beyond the notion of liberty to apply or O 1 r 11 of the SICC Rules to widen the orders by making a second precondition in circumstances where an experienced Tribunal did not (and reasonably so) consider it necessary. This is especially so in circumstances where an experienced commercial participant did not ask for it in its evidence in relation to its offer to employ the shop assistants in question.

25 In these circumstances we do not consider that the Court has any authority or power to widen the terms of the Award and thus the Court orders. The orders of the Court were sought in enforcement by entry of judgment in terms of the Award.

26 There was no application before the Tribunal or before the Court to widen the orders. The authority (in the sense of jurisdiction) of the Court to do so is questionable at best. We do not consider that it fell either within any liberty to apply or an order under O 1 r 11 of the SICC Rules or the inherent power.

27 It is unnecessary to deal with the arguments of ONI as to abuse of process.

28 We do, however, consider that the application was and is plainly without foundation.

29 We would dismiss the application with full costs.

Chua Lee Ming
Judge of the High Court

Simon Thorley
International Judge

James Allsop
International Judge

Adrian Aw, Ian Choi and Tessa Lim (Resource Law LLC) for the claimant;
Davinder Singh *SC*, David Fong, Vishi Sundar and Manish Chamiraj (Davinder Singh Chambers LLC) for the defendants.