

**IN THE SINGAPORE INTERNATIONAL COMMERCIAL COURT
OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC(I) 13

Originating Application No 9 of 2025 (Summons No 53 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]

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GNC Holdings LLC
v
ONI Global Pte Ltd and another

[2026] SGHC(I) 13

Singapore International Commercial Court — Originating Application No 9 of 2025 (Summons No 53 of 2026)

Chua Lee Ming J, Simon Thorley IJ, James Allsop IJ
4 August 2026

13 August 2026

Judgment reserved.

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

1 On 2 July 2026, GNC Holdings LLC (“Claimant”) filed another application in this matter, SIC/SUM 53/2026 (“SUM 53”) seeking a further stay of orders in para 1(c)(ii) of HC/ORC 1222/2025 (“ORC 1222”) pending disposal of the application. The orders in ORC 1222 were made to enforce an award made on 14 August 2024 by an arbitral tribunal (“Tribunal”) in Pittsburgh, Pennsylvania (“Final Award”).

2 This application calls for the production by ONI Global Pte Ltd (“1st Defendant”) and LAC Global (Singapore) Pte Ltd (“2nd Defendant”) (collectively, “Defendants”) of lease documentation the subject of para 1(c)(i) in ORC 1222 being order 3(a) in para 752 of the Final Award: that within ten business days of the Final Award the Defendants provide to the Claimant “a true and complete copy of the lease, sublease, and all other agreements and

understandings governing the landlord-tenant relationship for each of the 54 former GNC franchise store locations that the 1st Defendant and/or 2nd Defendant possess as of the date of the Final Award”.

3 We have dealt with SIC/SUM 43/2026 (“SUM 43”) concerning other documents sought by the Claimant, being employment contracts of employees of the relevant stores. We have dismissed that application in *GNC Holdings LLC v ONI Global Pte Ltd* [2026] SGHC(I) 11.

4 In both SUM 43 and SUM 53 the Claimant sought a stay of the time in which it was required to decide which stores it wished to take over under para 1(c)(ii) of ORC 1222 being order 3(b) in para 752 of the Final Award. The Court granted a stay in SUM 43 until the resolution of that application. No stay was ordered pending resolution of SUM 53.

5 The Claimant says that it has not been given all relevant lease documents.

6 The Defendants submit, and they have led unchallenged evidence to the effect, that they have provided the Claimant with all lease documentation that they have in their possession and that they had in their possession at the date of the Final Award.

7 The parties have filed submissions and the Claimant has filed a bundle of documents and a supplementary bundle of documents of some 3,315 pages in total.

8 The Claimant seeks to enforce what is said to be a failure to comply with orders of the Court. It does not seek an order in the nature of contempt. It seeks

orders that the Defendants do that which (it is submitted) they have already been ordered to do, but which (it is submitted) they have failed to do.

9 The central and only real question before the Court is the construction of para 1(c)(i) of ORC 1222, in its context. The Defendants submit that their obligation is to “provide” the relevant class of documents that they “possess” at the date of the Final Award. The Claimant submits that the Defendants must provide and, if necessary, procure, all documents within the class of documents, irrespective of whether the Defendants possess them now, or at the date of the Final Award, or at any other time. The verb “possess” in para 1(c)(i) qualifies, the Claimant submits, only “the 54 former GNC store locations”.

10 The Claimant’s construction should be rejected.

11 A number of matters of context should be noted. *First*, the Tribunal drafted order 3 in para 752 of the Final Award (and all orders dealing with the terms and operation of the order for specific performance) without any input from the parties. *Secondly*, the Claimant made no complaint about the terms so drafted either before the Tribunal after the delivery of the Final Award, or before this Court in the substantive hearing on enforcement. *Thirdly*, the time given to comply with para 1(c)(i) or ORC 1222 was short considering the documents and the number of stores: ten business days. *Fourthly*, in para 1(c)(iv) of ORC 1222, where the Defendants were required to interact with third parties the form of the order was not limited by a naked period of time, but rather by an obligation to exercise “reasonable efforts”. Such is understandable as it would have been unreasonable of the Tribunal or the Court to make an order (breach of which, once made by the Court in enforcement proceedings, could be punishable by an action for contempt) that required something to be done that involved the

necessary participation of independent third parties without being limited by some form of reasonable efforts to be used.

12 Turning to the text of para 1(c)(i) of ORC 1222, the word “provide” is different in meaning to the word “procure”. Their dictionary definitions are different. The word “provide” in its transitive form means to supply or furnish for use: see William Little, *The Shorter Oxford English Dictionary on Historical Principles* vol 2 (Clarendon Press, 3rd Ed, 1973) (“*SOED*”) pp 1695–1696. Its dictionary meaning is not necessarily limited in terms to the provision of things that are already in the possession of the provider, though that will often be the case. That said, the meaning of “procure” in its transitive form more clearly encompasses the notion of dealing with third parties: to take care of, to attend to, to bring about, cause, effect, produce: see *SOED* at p 1678. Thus, we do not consider (and so disagree with the Defendants’ submission) that the word “provide” alone necessitates the pre-existing possession of the documents by the Defendants as at the relevant date.

13 However, the structure of para 1(c)(i) tends against the Claimant’s construction. The purpose of the order is, plainly, to provide documents. The documents are identified by their nature or character (lease, sub-lease etc) and by their relationship with certain locations: the 54 store locations. It can be accepted that the word “possess” has a possible connection in meaning to both the documents and the locations. What precedes the final clause of the order that reads “that the 1st Defendant and/or 2nd Defendant possess...” is a description of certain things (the lease documents) relating to certain locations (the 54 stores). The possession of both the documents and the locations is relevant to the order, its purpose and compliance with it. Documents concerning up to 54 locations must be provided in a short period of time. For such documents to be relevant to the enquiry and the process they must relate to

locations in which stores operate: the locations which the Defendants possess at the relevant date.

14 The order can be seen to reflect a certain economy of language (and is none the worse for that). The text, structure and economy of language of the order is not apt to bring about a result whereby the Defendants are obliged, on pain of contempt for failure to comply once the Final Award is recognised and enforced, to procure all such documents from independent third parties within ten business days whether or not said documents are in their possession for all the locations “possessed” by one or both of the Defendants at the date of the Final Award. We do not consider that order 3(a) in para 752 of the Final Award and para 1(c)(i) of ORC 1222 should be so construed.

15 The natural meaning of the order is to provide all documents that the Defendants have in their possession at the date of the Final Award that fell within the description of the lease documents that related to each of the 54 store locations or each of such locations as the 1st Defendant and/or 2nd Defendant possess at the date of the Final Award.

16 What the Claimant seeks is that the Defendants procure from third parties documents that they did not possess at the date of the Final Award, and do not now possess. No such order would likely have been made by the Tribunal unqualified by a requirement of the exercise going beyond what is possessed at the relevant date. Some of these documents are head leases between parties neither of which is the 1st Defendant or 2nd Defendant. No such order was made.

17 We consider that the Claimant is asking for an order that it did not seek and that the Tribunal did not make.

18 The role of the Court is to enforce the orders made, not improve upon them in circumstances where a fuller or more conveniently expressed order might be preferable to the interests of a party, or even to better reflect the apparent sentiment of the Tribunal (the latter of which is not apparent here).

19 The sworn evidence is that the relevant documents are not now and were not at the date of the Final Award in the possession of the Defendants.

20 The application should be dismissed.

21 The parties should file within seven days submissions on costs of no more than two pages together with schedules of costs and disbursements.

Chua Lee Ming
Judge of the High Court

Simon Thorley
International Judge

James Allsop
International Judge

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