

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

[2026] SGHCR 24

Originating Claim No 695 of 2024 (Summons No 1163 of 2026)

Between

Juniper Biologics Pte Ltd

... Claimant

And

Ramandeep Singh

... Defendant

JUDGMENT

[Civil Procedure — Amendments — Relation Back Rule]

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Juniper Biologics Pte Ltd

v

Ramandeep Singh

[2026] SGHCR 24

General Division of the High Court — Originating Claim No 695 of 2024
(Summons No 1163 of 2026)

AR Reuben Ong

12 May 2026

13 July 2026

AR Reuben Ong:

1 This is the Claimant's application to amend its Statement of Claim ("SOC"). The application raises, among other things, questions relating to the circumstances under which a party may amend its pleadings to plead facts which occurred after the date that pleading was originally filed.

2 At the conclusion of the hearing on 12 May 2026, I reserved judgment. I have decided to grant the application in part. These are the reasons for my decision.

Background facts

3 The Claimant, Juniper Biologics Pte Ltd (“JBPL”), is a wholesaler of western medicinal and pharmaceutical products. It was incorporated in September 2020 by the Defendant, Mr Ramandeep Singh.¹

4 Juniper Therapeutix Pte Ltd (“Juniper Therapeutix”), an affiliate of JBPL, was subsequently incorporated by Mr Singh in October 2020. Juniper Therapeutix features in JBPL’s claims (see [22]–[24] below), but is not a party to this action. I refer to JBPL and Juniper Therapeutix collectively as “the Juniper Group”.

5 In December 2021, the Juniper Group received a substantial investment from a private investment firm known as the Sylvan Group. The Sylvan Group thereby became the majority shareholder of both JBPL and Juniper Therapeutix.²

6 As mentioned, Mr Singh founded both JBPL and Juniper Therapeutix. According to JBPL, Mr Singh was in overall charge of the Juniper Group’s operations and, in particular, of JBPL’s affairs as its CEO until his termination on 4 July 2024.³ His employment with JBPL was governed by an Offer Letter dated 12 January 2022.

7 HC/OC 695/2024 (“OC 695”) is JBPL’s claim against Mr Singh: (a) for a declaration that Mr Singh had breached various contractual and general duties owed to JBPL in his capacity as director and CEO – principally, his duty to act

¹ SOC at para 3; Defence at para 2.

² SOC at para 4; Defence at para 4.

³ SOC at para 6; cf Defence at para 6.

in JBPL’s best interests; and (b) for damages and other relief in respect of the alleged breaches.

8 By HC/SUM 1163/2026 (“SUM 1163”), JBPL seeks to amend its pleadings in respect of four claims, which I will refer to as: (a) the Ledaga Claim; (b) the Xocova Claim; (c) the Bonus Claim; and (d) the Expenses Claim. I describe each claim (as pleaded by JBPL) and JBPL’s proposed amendments below, with reference to Mr Singh’s defence where it is relevant to this application.

The Ledaga Claim

9 In the course of its business, JBPL entered into various agreements with drug manufacturers for the licensing, distribution or supply of pharmaceutical products.⁴ Under these agreements, JBPL would make substantial upfront and milestone payments in return for the exclusive right to distribute the relevant products in specified territories.⁵

10 JBPL entered into two groups of agreements with Helsinn Healthcare SA (“Helsinn”), a manufacturer of pharmaceutical drugs.⁶ The first concerned three drugs I refer to as “the 3A Drugs”. The second concerned the licensing, supply and distribution of chlormethine, also known as the Ledaga drug (“Ledaga”).

⁴ SOC at para 10.

⁵ SOC at para 12.

⁶ SOC at para 11.

11 *The 3A Agreements:*⁷ Under the 3A Agreements, JBPL obtained distributorship rights over the 3A Drugs for a term of 16 years. As consideration, JBPL was required to make several substantial upfront and milestone payments:

- (a) 18 December 2021: Upfront payment of US\$28.5m.
- (b) 18 June 2022: 1st milestone payment of US\$11m.
- (c) 18 December 2022: 2nd milestone payment of US\$20m.

While the 3A Agreements are *not* the subject of JBPL’s claims, they are relevant because JBPL says that the financing arrangements that were entered into to meet its payment obligations under the 3A Agreements contributed to its inability to fund its commitments under the Ledaga Agreement (see [12]–[13] below).

12 *The Ledaga Agreement:*⁸ Under the Ledaga Agreement, which was for a term of 20 years, JBPL was required to make the following payments:

- (a) 1 September 2022: Upfront payment of US\$5m.
- (b) 1 September 2023: Milestone payment of US\$5m (“the Ledaga Milestone Payment”).

JBPL’s Ledaga Claim is that Mr Singh’s conduct and management of its affairs caused it to be unable to make the Ledaga Milestone Payment when it fell due, setting in motion a chain of events which culminated in Helsinn’s termination of the Ledaga Agreement.

⁷ SOC at paras 12(a)–(b).

⁸ SOC at para 12(c).

13 While JBPL could fund the upfront payments under the 3A Agreements by drawing down on its existing capital,⁹ additional financing was required to meet its milestone payment obligations.

14 In November 2022, JBPL entered into a US\$15m Facility Agreement with DBS Bank Limited (“DBS” and the “DBS Facility Agreement”) to finance the milestone payments under the 3A Agreements.¹⁰ As security for the DBS Facility Agreement, all receivables and proceeds from the sale of the 3A Drugs were to be paid to an account charged to DBS, with restrictions on their use. According to JBPL, this meant that JBPL could not use proceeds from the sale of the 3A Drugs to pay the Ledaga Milestone Payment (at least not without DBS’ consent).¹¹

15 Alternative sources of funds therefore had to be found. Efforts were made to identify potential investors and, in May 2023, a potential investor, TA Associates Asia Pacific (“TA Associates”), made an indicative offer to invest US\$50m subject to due diligence checks.¹² However, TA Associates ultimately declined to proceed. According to JBPL, this was because of misrepresentations relating to Mr Singh’s educational background, age and family situation, which Mr Singh had either made or acquiesced to during the due diligence process.¹³

16 Thereafter, efforts were made to engage Helsinn on the deferment of the Ledaga Milestone Payment, which was now due by end-October 2023.¹⁴

⁹ SOC at para 13.

¹⁰ SOC at para 14.

¹¹ SOC at para 16(a).

¹² SOC at para 19.

¹³ SOC at paras 22–25.

¹⁴ SOC at para 31(a).

(a) On 21 November 2023, Mr Singh informed JBPL’s board of directors (“the Board”) that “Helsinn [had] accepted the delay in payment” though late payment interest would be incurred.¹⁵ On 1 December 2023, Mr Singh informed the Board that Helsinn had “deferred the payment to them till February”.¹⁶

(b) However, on 5 December 2023, Helsinn stated that the Ledaga Milestone Payment had been overdue since 31 October 2023, and that Helsinn would only be prepared to defer payment to 29 February 2024 if a stand-by letter of credit for US\$5m were issued in Helsinn’s favour by 15 December 2023.¹⁷

(c) According to JBPL, Helsinn’s demand caught the Board by surprise, and a Board member, Mr Chris Nam, wrote to Mr Singh on several occasions seeking clarification. On 12 December 2023, Mr Nam wrote to Mr Singh, asserting that Mr Singh had misled the Board as to whether Helsinn had agreed to defer the Ledaga Milestone Payment:¹⁸

... You had taken it upon yourself to be the sole contact point in communications with Helsinn, and had assured the [B]oard that you had obtained an extension of the [Ledaga Milestone Payment] to February 2024. Yet, based on your email last night, it is very clear that you never had a formal agreement with Helsinn to extend the payment of the [Ledaga Milestone Payment] until February 2024. You have misled the [B]oard...

(d) Mr Singh denied that he had misled the Board.¹⁹

¹⁵ SOC at para 31(c).

¹⁶ SOC at para 31(d).

¹⁷ SOC at para 31(e).

¹⁸ SOC at para 31(i).

¹⁹ SOC at para 31(j); Defence at para 31(j).

17 Ultimately, JBPL remained unable to raise additional funds to make the Ledaga Milestone Payment, and Helsinn terminated the Ledaga Agreement on 27 May 2024.²⁰

18 On 4 July 2024, the Board terminated Mr Singh’s appointment as CEO. Two others were appointed in his place to lead the negotiations with Helsinn.²¹

19 The negotiations resulted in the Ledaga Amendment Agreement, entered into on 1 August 2024, under which: (a) Helsinn agreed to reinstate the Ledaga Agreement; and (b) JBPL agreed to an instalment schedule for the payment of the Ledaga Milestone Payment along with late payment interest (provided for under the Ledaga Agreement).²²

20 On 5 September 2024, OC 695 was filed.

21 JBPL now seeks to amend its SOC as it relates to the Ledaga Claim (“the Ledaga Amendments”), to:

(a) Plead two subsequent developments *after* OC 695 was filed:

(i) JBPL was ultimately unable to perform its payment obligations under the Ledaga Amendment Agreement. While the first instalment payment of US\$175,000 (being late payment interest) was duly paid,²³ the second instalment of US\$1m (being

²⁰ SOC at para 34.

²¹ SOC at para 35.

²² SOC at para 36; 1TGTJ at pp 29–30.

²³ Annex to SUM 1163/2026, para 38A(b).

the first tranche of the US\$5m Ledaga Milestone Payment)²⁴ due on 30 June 2025 was not paid.²⁵

(ii) Accordingly, on 1 July 2025, Helsinn terminated the Ledaga Amendment Agreement.²⁶

(b) Plead that JBPL had suffered loss²⁷ as a result of Mr Singh’s conduct in: (i) procuring JBPL to enter into the DBS Facility Agreement (which meant that sale proceeds from the sale of the 3A Drugs could not be used by JBPL); (ii) making misrepresentations which contributed to TA Associates’ withdrawal of its offer to invest; and (iii) denying JBPL and its Board the “chance to intervene at the earliest possible opportunity” to prevent termination of the Ledaga Agreement.

(c) Quantify JBPL’s alleged loss as the sums paid to Helsinn in respect of the Ledaga Agreement. This comprised the US\$5m upfront payment (see [12(a)] above) and US\$175,000 paid as late payment interest (see [19] and [21(a)(i)] above).

The Xocova Claim

22 In September 2023, Mr Singh, JBPL says, caused Juniper Therapeutix to enter into a licence agreement (“the Xocova Agreement”) with Ping An-Shionogi (Hong Kong) Limited (“Shionogi”) for the licensing, supply and distribution of the Xocova drug, an oral antiviral drug used to treat COVID-19.²⁸

²⁴ 1TGTJ at pp 29–30.

²⁵ Annex to SUM 1163/2026, para 38A.

²⁶ Annex to SUM 1163/2026, para 38A.

²⁷ Annex to SUM 1163/2026, para 38A(a).

²⁸ SOC at para 42(b).

23 According to JBPL, the Xocova Agreement was not commercially viable, for two reasons:²⁹

(a) First, there was little demand for Xocova at the material time because, in the months prior to Xocova’s entry into the market, the World Health Organisation declared an end to the global emergency status for COVID-19.

(b) Second, the payment terms of the Xocova Agreement were unfavourable as Juniper Therapeutix was liable to make payment for unsold and expired drugs.

24 Notwithstanding this, Mr Singh, who was then a director of Juniper Therapeutix, allegedly caused Juniper Therapeutix to: (a) enter into the Xocova Agreement in September 2023; (b) subsequently enter into a Memorandum of Understanding with Shionogi (“the 1st MOU”) varying the payment terms of the Xocova Agreement; and (c) order 14,400 courses of Xocova. According to JBPL, much of that stock of Xocova went unsold, but Juniper Therapeutix remained liable to pay for it.³⁰

25 JBPL now seeks to amend its SOC as it relates to the Xocova Claim (“the Xocova Amendments”), to:

(a) Provide particulars of: (i) the amendments that the 1st MOU made to the payment terms under the Xocova Agreement;³¹ and (ii) the

²⁹ SOC at para 42(c)–(d).

³⁰ SOC at para 42(d).

³¹ Annex to SUM 1163/2026, para 42(c).

purchase order (“Xocova PO”) pursuant to which 14,400 courses of Xocova were ordered.³²

(b) Plead subsequent developments which transpired *after* OC 695 was filed:

(i) In October 2024, a second memorandum of understanding (“2nd MOU”) was entered into, further varying the payment terms under the Xocova Agreement by providing that the sums outstanding under the Xocova PO (“the Outstanding Sums”) were to be paid in monthly instalments.³³

(ii) In June 2025, Shionogi issued a statutory demand to Juniper Therapeutix for, amongst other things, the Outstanding Sums.³⁴

(iii) In July 2025, a settlement agreement was entered into in respect of the Outstanding Sums, pursuant to which: (A) Juniper Therapeutix agreed to dispose of its remaining inventory of Xocova at its own cost; (B) Shionogi withdrew its statutory demand; and (C) all agreements for the supply of Xocova (including the Xocova Agreement, the Xocova PO, the 1st MOU and the 2nd MOU) were terminated.³⁵

(c) Plead that Juniper Therapeutix suffered loss in the form of: (i) the amounts it paid to Shionogi *less* the revenue earned from its limited sales of Xocova; (ii) costs incurred in relation to the settlement of the

³² Annex to SUM 1163/2026, para 42(d).

³³ Annex to SUM 1163/2026, para 42(e).

³⁴ Annex to SUM 1163/2026, para 42(f).

³⁵ Annex to SUM 1163/2026, para 42(g).

dispute with Shionogi, including the cost of disposing of its remaining inventory of Xocova.³⁶

The Bonus Claim

26 Under the Offer Letter (see [6] above), Mr Singh would be entitled to stipulated year-end bonuses if certain conditions were met. For instance, a US\$750,000 bonus was payable to Mr Singh if JBPL achieved a stated EBITDA (*ie*, earnings before interest, taxes, depreciation and amortisation) target.³⁷

27 JBPL claims that Mr Singh had artificially inflated its reported EBITDA figures by engaging in ‘stockpiling’ (*ie*, procuring substantial quantities of drugs far exceeding what was commercially necessary). According to JBPL, the EBITDA target would not have been achieved without that artificial inflation.³⁸

28 JBPL now seeks to amend its SOC in relation to the Bonus Claim (“the Bonus Amendments”) to plead that Mr Singh not only artificially inflated its EBITDA, but also took steps to inflate JBPL’s *revenue* figures. Specifically, JBPL alleges that Mr Singh adopted an atypical accounting approach which caused its revenue to be overstated, thereby satisfying the threshold for a US\$600,000 bonus. Without that artificial inflation, JBPL says, the revenue target would not have been met. Mr Singh had thereby wrongfully procured JBPL to pay him a bonus of US\$600,000.³⁹

³⁶ Annex to SUM 1163/2026, para 42(h).

³⁷ SOC at para 40(a).

³⁸ SOC at para 40(b).

³⁹ Annex to SUM 1163/2026, para 40A.

The Expenses Claim

29 JBPL claims that Mr Singh had acted in breach of his duties by seeking reimbursement for exorbitant or unjustifiable expenses.

(a) In its SOC, JBPL pleads that these expenses were incurred from 2023 to July 2024.⁴⁰

(b) In its Particulars Served Pursuant to Request dated 15 November 2024 (“FBP”), JBPL provided particulars of expenses incurred from 2021 to 2022, although those years were not referred to in the SOC. It also provided particulars of the expenses for 2023 and 2024 which, when totalled, did not match the sums pleaded in the SOC.⁴¹

30 JBPL now seeks to amend its SOC as it relates to the Expenses Claim (“the Expenses Amendments”) to: (a) claim expenses ranging from 2021 to 2024 with a new total quantum, but without any particulars or breakdown; (b) state that such expenses “would not be in the commercial interest of the Claimant and/or could not be said to be for business purposes”.

My decision

31 It is not disputed that the three-step framework set out in *Wang Piao v Lee Wee Ching* [2024] 4 SLR 540 (“*Wang Piao*”) (at [14]–[19]) applies.⁴² In broad terms, the objections to the proposed amendments centre on: (a) the second step of the *Wang Piao* framework – ie, whether the proposed amendments would enable the real question or issue in controversy between the

⁴⁰ SOC at para 41.

⁴¹ FBNP to para 41 of SOC and accompanying Annex.

⁴² CWS at para 12; DWS at para 3.

parties to be determined; and (b) whether certain amendments impermissibly sought to introduce facts which post-dated the filing of OC 695.

32 I deal with the four categories of amendments sought – *ie*, the Ledaga Amendments, the Xocova Amendments, the Bonus Amendments and the Expenses Amendments – in turn.

Decision: The Ledaga Amendments

33 Mr Singh objects to the Ledaga Amendments on two bases:

(a) First, the Ledaga Amendments impermissibly seek to introduce facts which occurred *after* OC 695 was filed.⁴³

(b) Second, the Ledaga Amendments disclose no reasonable cause of action.⁴⁴

34 I address each objection in turn.

Whether the Ledaga Amendments are an impermissible attempt to introduce facts that occurred after the filing of OC 695

35 Mr Singh’s first objection is that the Ledaga Amendments impermissibly seek to introduce facts which occurred after OC 695 was filed (which I shall refer to as “post-filing facts”). This objection raises the question of when, if at all, a party may amend its pleadings to introduce post-filing facts.

⁴³ DWS at paras 32–35.

⁴⁴ DWS at para 36.

(1) The applicable legal principles

36 Although OC 695 was commenced under the Rules of Court 2021 (“ROC 2021”), the position under the revoked Rules of Court (Cap 332, R 5, 2014 Rev Ed) (“ROC 2014”) is a useful starting point. Under the ROC 2014, the pleading of post-filing facts was governed by O 18 r 9, which simply provides that a party may plead any matter which has arisen at any time, whether before or after the issue of the writ:

Matter may be pleaded whenever arising (O. 18, r. 9)

9. Subject to Rules 7(1), 10 and 15(2), a party may in any pleading plead any matter which has arisen at any time, whether before or since the issue of the writ.

37 That broad and permissive provision was, however, subject to what was known as the “Relation Back Rule” – which states that an amendment takes effect not from the date when the amendment is made, but from the date the original pleading was filed (*The “Jeil Crystal”* [2021] SGHC 292 (“*The ‘Jeil Crystal’*”) at [63]).

38 It follows that a party cannot amend its pleading to introduce a cause of action which did not exist when the relevant pleading was filed. Such a cause of action, and the facts necessary to complete it, cannot logically ‘relate back’ to the date of that pleading (*The “Jeil Crystal”* at [57]). Thus, in *Saga Foodstuffs Manufacturing (Pte) Ltd v Best Food Pte Ltd* [1994] 1 SLR(R) 505 (“*Saga Foodstuffs*”), certain trade mark rights had been assigned to the plaintiffs *after* the proceedings were commenced, and the plaintiffs sought to amend their claim to sue upon those trade mark rights. The court, in refusing to allow the amendment, invoked the Relation Back Rule. Since the plaintiffs were only assigned those rights *after* the writ was filed, they could not have had any

existing cause of action for infringement of that trade mark at the time of the original pleading (*Saga Foodstuffs* at [9]).

39 The Relation Back Rule does not, however, impose an absolute bar on the pleading of post-filing facts. As Professor Jeffrey Pinsler explained in *Singapore Court Practice* (Jeffrey Pinsler gen ed) (LexisNexis, 2026) at para 9.14.5:

A distinction must be made between amending a writ or pleading to bring in a new cause of action and amending it for the purpose of introducing facts occurring after the issue of the writ or counterclaim which are attributable to the original cause of action. Such facts may go to the issue of the remedy or relief claimed in the action rather than setting up a new cause of action. ... This principle may also apply where there is continuing loss after the commencement of an action and that loss is attributable to the original cause of action.

40 The case of *Tilcon Ltd v Land and Real Estate Investments Ltd* [1987] 1 WLR 46 (“*Tilcon*”) neatly illustrates this point. In *Tilcon*, the defendants had agreed to supply clay to the plaintiffs for a term of 15 years. The plaintiffs rejected the defendants’ first delivery of clay as not being of suitable quality and commenced proceedings against the defendants. The defendants counterclaimed for breach of contract on the basis of, amongst other things, the plaintiffs’ refusal to accept the clay.

41 The defendants subsequently sought to amend their counterclaim to add that the plaintiffs had “by their aforesaid conduct... acted in repudiatory breach of the said contract *which repudiation the defendants hereby accept*” (emphasis added) (at 49). The plaintiffs objected to the defendants’ amendment application on the basis that it offended the Relation Back Rule. In essence, the submission was that the fact of the defendants’ *election* to accept the repudiation of the contract – having just been made via the intended amendment – was a fact

subsequent to the date of the original counterclaim, and therefore could not be pleaded without offending the Relation Back Rule.

42 The English Court of Appeal allowed the defendants to amend their counterclaim, and in so doing, clarified that the Relation Back Rule does *not* bar the pleading of *all* post-filing facts. The court observed that there are “many circumstances” in which facts which occur *after* the pleading was originally filed may have to be pleaded.

(a) The pleading of facts relating to special damages in personal injury cases is one such example. Special damages of this sort (*eg*, in respect of medical expenses, lost wages, *etc*) typically arise in connection with loss of a *continuing* nature, and further details may fall to be pleaded up to the time of the trial.

(b) Likewise, in an action for breach of contract (say, for a failure to adequately repair some machinery), where further consequential damage is suffered in the form of further defects in the machinery arising from that same failed repair, the aggrieved party may amend its pleadings to plead that further damage.

These were examples of “facts going to remedy rather than a fresh fact necessary to complete a new cause of action” (at 53).

43 Having considered the law governing repudiatory breach of contract, the court concluded that the post-filing fact in question – the defendants’ election to treat the contract as repudiated – was likewise a matter going to remedy, and not to completing an otherwise incomplete cause of action. Accordingly, the defendants were permitted to plead their acceptance of the repudiation of the contract, notwithstanding that it was a post-filing event.

44 I suggest that the following principles may usefully be drawn from the foregoing discussion of the law applicable to the pleading of post-filing facts:

(a) In general, a party may amend its pleadings to plead facts which occur after the filing of that pleading – *ie*, post-filing facts, so long as the amendment does not offend the Relation Back Rule.

(b) A party may not plead facts which introduce a cause of action which did not exist at the time the original pleading was filed. Such an amendment would offend the Relation Back Rule, because the new cause of action cannot logically ‘relate back’ to the date the pleading was first filed (because it did not then exist).

(c) This does not mean that the pleading of post-filing facts can never be permitted. Post-filing facts which are relied on only in support of a cause of action that existed at the time the original pleading was filed can be pleaded by way of amendment. This includes, but is not limited to, cases where the post-filing facts sought to be pleaded go to the issue of the appropriate remedy or relief for that existing cause of action.

(d) What is *not* permitted is the pleading of post-filing facts to establish a cause of action which did not exist at the time the original pleading was filed, or to complete what would otherwise be an incomplete cause of action.

45 The parties do not dispute that the principles set out at [44] above represent the position under the ROC 2014. Their disagreement lies in whether, and to what extent, those principles continue to apply under the ROC 2021.

46 The relevant provisions in the ROC 2021 are O 9 r 14(1) (“Rule 14(1)”) and O 9 r 14(2) (“Rule 14(2)”):

Amendment of pleadings (O. 9, r. 14)

14.—(1) The Court may allow the parties to amend their pleadings.

(2) In a special case, the Court may consider events that occurred after the originating claim is filed to be pleaded even though they do not relate back to the date of the filing of the originating claim.

47 The parties’ respective positions are as follows:

(a) Mr Singh’s position is that the ROC 2021 heralded a new and more restrictive approach to the pleading of post-filing facts. On his view, Rule 14(2) of the ROC 2021 directly succeeds and supersedes O 18 r 9 of the ROC 2014. Whereas under O 18 r 9 of the ROC 2014 parties could generally plead post-filing facts (subject to the Relation Back Rule as summarised at [44] above), Rule 14(2) of the ROC 2021 now requires that every party seeking to amend its pleadings to plead any post-filing fact meet the “special case” threshold.⁴⁵

(b) JBPL’s position is that Rule 14(2) is the statutory enactment of the general rule that a new cause of action may not be introduced by way of amendment if it arises after the date of the originating claim (see [38] above). On this basis, JBPL submits, the requirement in Rule 14(2) to show a “special case” only applies to amendments which introduce a new cause of action of that sort, and not, for instance, where the amendments serve only to particularise the loss suffered in respect of an existing cause of action.⁴⁶

⁴⁵ DWS at para 16.

⁴⁶ CWS at para 13.

48 Although the parties differ on the precise scope of Rule 14(2) and its “special case” requirement, both proceed on the premise that Rule 14(2) governs amendments to pleadings where post-filing facts are sought to be introduced.

49 I do not accept that premise. In my view, Rule 14(2), properly construed, is not concerned with the court’s power to allow amendments to pleadings. That is supported by the text of the rule, the structure of O 9 r 14, and the legislative purpose behind Order 9.

50 First, that construction is supported by the text of Rule 14(2). The general power to allow amendments is already provided for in Rule 14(1), which provides, simply, that “[t]he Court may allow the parties to amend their pleadings”. Rule 14(2) uses different language. It does not say that the court may allow a party to amend its pleading to plead post-filing events, or prescribe the circumstances in which the court may do so. Instead, it provides that the court may “consider” such events “to be pleaded”. This suggests a power of a different kind: in a special case, the court may “consider” (*ie*, take cognisance of) post-filing events “to be pleaded” (*ie*, treat those events as though they had been pleaded), even if they have not.

51 This construction finds support in the commentary in *Singapore Rules of Court: A Practice Guide (2023 Edition)* (Chua Lee Ming editor-in-chief) (Academy Publishing, 2023). The learned authors suggest that Rule 14(2) allows the court to consider, for example, a defamatory statement uttered by a defendant on the eve of trial, “without a need to amend the pleadings” (at para 09.043):

Rule 14(2) modifies Order 18 rule 9 of the 2014 Rules. For example, in a defamation action, if a defendant makes a defamatory statement just before the trial, the court should be able to consider that without a need to amend the pleadings.

52 That interpretation is also consistent with the internal structure of Order 9 r 14. If Rule 14(2) were intended to qualify the general amendment power in Rule 14(1), one would expect that qualification to have been expressed directly – for instance, by making Rule 14(1) subject to Rule 14(2). But Rules 14(1) and 14(2) do not refer to each other – consistent with the view that they address different powers.

53 While Rule 14(2) is housed in the rule on “Amendment of pleadings” and sits among other sub-rules on amendments to the pleadings, I do not think that detracts from the foregoing analysis. On my construction, Rule 14(2) empowers the court to, in a special case, consider post-filing facts without the need for an amendment to introduce them. This is, in essence, an *exception* to the general rule that material facts should be pleaded (by way of amendment if necessary), and is therefore appropriately situated in the Rule governing amendments.

54 That construction is also supported by the legislative purpose underlying Order 9 of the ROC 2021. Mr Singh’s construction – that Rule 14(2) now imposes a “special case” requirement on every party seeking to plead *any* post-filing fact – represents a significantly narrower and more restrictive position than that which prevailed under the ROC 2014. Yet, nothing in either the *Report of the Civil Justice Commission* (2017) (Chairperson: Tay Yong Kwang) or the *Report of the Civil Justice Review Committee* (2018) (Chairperson: Indranee Rajah) indicates that the ROC 2021 was intended to impose a more restrictive approach to amendments involving post-filing facts.

55 Indeed, Goh Yihan JC (as he then was) in *Wang Piao* (at [10]–[11]) observed that the ROC 2021 does *not* prescribe a more restrictive approach to amendments (except in relation to amendments sought less than 14 days before

trial – in O 9 r 14(3)), and that the prevailing principles in relation to amendments established under the ROC 2014 should continue to apply under the ROC 2021:

10 I agree with Mr Kronenburg in so far as the ROC 2021 prescribes a more restrictive approach to amendments in one specific situation, which is the amendment of any pleading less than 14 days before trial. ... Apart from this situation, there is nothing in the *Civil Justice Commission Report* which suggests that the ROC 2021 is meant to prescribe a more restrictive approach to amendments. ...

11 Accordingly, as a preliminary point, I do not think that the ROC 2021 prescribes a more restrictive approach to amendments save for the one specific situation prescribed in O 9 r 14(3). ... As such, the prevailing principles in relation to amendments as established under the ROC 2014, other than the amendment of any pleading less than 14 days before trial, should continue to apply for amendments sought under the ROC 2021. ...

56 Further, given that there are, not uncommonly, situations in which post-filing facts may legitimately need to be pleaded by way of amendment (see the examples mentioned in *Tilcon* at [42] above), adopting a strained reading of Rule 14(2) which forces the application of a “special case” requirement whenever a post-filing fact needs to be pleaded risks enlarging that exception to the point that it becomes the rule. That would be inconsistent with the case law, which treats the “special case” requirement as an exceptional threshold (*Grab Rentals Pte Ltd v Khoo Long Hui* [2024] SLR(StC) 297 at [15]).

57 For these reasons, my view is that Rule 14(2) and its “special case” requirement apply only where the court is minded, or is invited, to consider post-filing events which have not been pleaded.

58 That is not the case here. SUM 1163 is not a request that the court consider unpleaded facts, but an application to amend the pleadings. This application therefore engages the court’s general power to allow amendments

under Rule 14(1). In exercising that power, the court remains guided by the principles established under the ROC 2014, including the Relation Back Rule and the legal principles summarised at [44] above.

(2) My decision

59 Applying those legal principles, the question is whether the post-filing developments referred to in the Ledaga Amendments serve only to particularise the loss suffered by JBPL in relation to an existing cause of action, or whether they are necessary to complete an otherwise incomplete cause of action.

60 In my view, the Ledaga Amendments merely particularise the loss suffered in respect of an existing cause of action. JBPL’s Ledaga Claim was already complete when OC 695 was filed.

(a) The cause of action is for breach of duty – principally, Mr Singh’s duty to act in JBPL’s best interests. That duty, according to JBPL, was owed both under contract and as a fiduciary duty, and had been pleaded.

(b) The acts said to constitute the breaches had also been pleaded: these included Mr Singh’s alleged procurement of the DBS Facility Agreement, his alleged misrepresentations leading to TA Associates’ withdrawal of its proposed investment, and his alleged misleading of the Board as to the status of the discussions with Helsinn to defer the payment of the Ledaga Milestone Payment.

(c) The factual basis for the alleged loss had also arisen by then. JBPL’s case is that Mr Singh’s breaches had caused it to be unable to make the Ledaga Milestone Payment by the end-October 2023 deadline. This placed JBPL in breach of its payment obligations to Helsinn and

exposed it to the legal consequences of that breach, including its potential liability to pay late payment interest and the risk of losing its rights under the Ledaga Agreement. Indeed, Helsinn had in fact terminated the Ledaga Agreement on 27 May 2024, though it was later reinstated pursuant to the Ledaga Amendment Agreement.

(d) On JBPL's case, the Ledaga Amendment Agreement did not foist fresh liabilities onto JBPL. Rather, it was a step taken by JBPL to manage existing liabilities arising from its failure to make the Ledaga Milestone Payment,⁴⁷ including the payment of late payment interest already provided for under the Ledaga Agreement.⁴⁸

61 The post-filing developments pleaded in the Ledaga Amendments do not introduce a new breach or new causal event necessary to complete JBPL's cause of action against Mr Singh. Rather, they detail developments relating to JBPL's attempts to mitigate or avert the consequences of the pleaded breaches by negotiating the Ledaga Amendment Agreement. When those efforts failed, culminating in Helsinn's termination of the Ledaga Amendment Agreement, the loss allegedly flowing from the pleaded breaches took its final form. The Ledaga Amendments therefore serve only to update JBPL's case on the loss suffered; they are not sought to complete an otherwise incomplete cause of action.

62 I therefore do not accept Mr Singh's submission that the Ledaga Amendments offend the Relation Back Rule. They do not seek to introduce a new cause of action which did not exist when OC 695 was filed, or to complete an otherwise incomplete cause of action. They seek only to plead subsequent

⁴⁷ SOC at para 36.

⁴⁸ Letter from TSMP Law Corporation dated 13 May 2026, Tab 3, Art 7.1 (Ledaga Agreement).

developments relevant to the remedy or relief claimed in respect of the Ledaga Claim.

Whether the Ledaga Amendments disclose no reasonable cause of action

63 Mr Singh’s second objection is that the Ledaga Amendments disclose no reasonable cause of action and should not be allowed as they are liable to be struck out.

64 The substance of his objection relates to causation. He says that by the time the Ledaga Amendment Agreement was entered into on 1 August 2024, his appointment as CEO had already been terminated. Since he was not involved in any matters relating to the Ledaga Amendment Agreement – from its negotiation, to its execution and JBPL’s subsequent failure to meet its obligations thereunder – he cannot be said to have caused the alleged losses flowing from Helsinn’s termination of the Ledaga Amendment Agreement.⁴⁹

65 I do not accept that this objection warrants refusal of permission to amend. With respect, Mr Singh’s submission appears to be premised on a misunderstanding of JBPL’s case. JBPL’s case is that the factual basis for its loss arose when Mr Singh allegedly caused or contributed to JBPL’s inability to make the Ledaga Milestone Payment when it fell due. On that case, JBPL’s entry into the Ledaga Amendment Agreement and its subsequent inability to meet its obligations thereunder were merely part of its failed attempts to mitigate the loss already caused by Mr Singh’s breaches. Therefore, the fact of Mr Singh’s non-involvement in JBPL’s *subsequent* efforts at mitigation does not address the nub of JBPL’s case on causation, which is that the factual basis

⁴⁹ DWS at para 36.

of the loss was already present when Mr Singh caused JBPL to be unable to make the Ledaga Milestone Payment when it fell due.

66 Whether JBPL can establish its case on causation is a matter for trial. But JBPL’s case is, in my judgment, an arguable one. It certainly cannot be said that JBPL’s case “does not have any chance of success”, which is the high threshold Mr Singh must satisfy at this interlocutory stage of the proceedings.

67 I therefore allow the Ledaga Amendments.

Decision: The Xocova Amendments

68 Mr Singh objects to the Xocova Amendments on the basis that they do not disclose a reasonable cause of action, are frivolous and vexatious and are liable to be struck out. His central argument is that JBPL’s Xocova Claim is plainly unsustainable because the pleaded loss was suffered not by JBPL but by a different legal entity, Juniper Therapeutix.⁵⁰

69 In reply, JBPL advances two submissions. First, it says that if Mr Singh’s position is that the Xocova Claim does not disclose a reasonable cause of action, he should have applied to strike it out. Since he has not done so, he has no basis for objecting to the Xocova Amendments, which merely particularise the Xocova Claim.⁵¹

70 I do not accept that argument. The court will not allow an amendment which is itself liable to be struck out, since such an amendment would not assist in determining the real question or issue in controversy between the parties (*Tan*

⁵⁰ DWS at paras 58–60.

⁵¹ CWS at para 28.

Kian Chye v Ang Siew Yan and others [2024] SGHCR 5 at [17]). The same must apply where the proposed amendments particularise an existing claim that is itself liable to be struck out. The fact that Mr Singh has not applied to strike out the Xocova Claim does not preclude him from arguing that the Xocova Claim is liable to be struck out and that no purpose would be served by permitting amendments to it.

71 JBPL’s second submission is that the Xocova Claim, at least insofar as it is premised on alleged breaches of Mr Singh’s *contractual* duties, is not unsustainable since breaches of contract are actionable even without proof of damage (*Youprint Productions Pte Ltd v Mak Sook Ling* [2023] 3 SLR 1130 at [5]).⁵² Given JBPL’s pleaded case that Mr Singh’s contractual duties required him to act in JBPL’s best interests when managing the affairs of the Juniper Group (which included Juniper Therapeutix),⁵³ I accept that particulars of the circumstances in which he caused Juniper Therapeutix to enter into the Xocova-related agreements may be relevant to whether those duties were breached, even if any resulting loss was suffered by Juniper Therapeutix.

72 However, while I accept that submission, that does not mean that the Xocova Amendments should be allowed in their entirety. The fact that breach of contract is actionable without proof of damage may keep the contractual aspect of the Xocova Claim alive, but it does not follow that JBPL may plead matters relating to loss suffered only by Juniper Therapeutix.

73 This distinction is also important in relation to the fiduciary duty aspect of the Xocova Claim. Insofar as JBPL seeks compensatory relief for non-

⁵² See notes of the hearing on 12 May 2026.

⁵³ SOC at para 43; 1PYCH at p 312, see especially Appendix at p 322.

custodial breaches of fiduciary duty, it would have to establish loss suffered by JBPL itself (*Sim Poh Ping v Winsta Holding Pte Ltd* [2020] 1 SLR 1199 at [254(a)]). On JBPL's own pleaded case, however, the relevant loss was suffered by Juniper Therapeutix, not JBPL.⁵⁴ Any amendment directed only at pleading or particularising *Juniper Therapeutix's* loss would therefore not assist in determining any real issue in *this* action.

74 It follows that the Xocova Amendments should be allowed only in part. The proposed amendments fall into three categories (see [25] above): (a) particulars of the 1st MOU and the Xocova PO; (b) updates on subsequent developments relating to Juniper Therapeutix's attempts to mitigate its alleged loss; and (c) particulars of the losses allegedly suffered by Juniper Therapeutix. I allow the first category because those particulars go to the question of whether Mr Singh breached his contractual duties to JBPL. I do not allow the second and third categories because they concern only Juniper Therapeutix's subsequent mitigation efforts and alleged loss, and do not bear on any issue between *JBPL* and Mr Singh. Accordingly, I allow only the amendments to paras 42(c) and 42(d) of the SOC, which constitute the first category of Xocova Amendments.

Decision: The Bonus Amendments

75 Mr Singh objects to the Bonus Amendments on two grounds. First, he says that they "plead new essential facts that introduce a wholly new cause of action"⁵⁵ – an apparent reference to the fact that JBPL now seeks to plead that Mr Singh had inflated not just the EBITDA figures, but also JBPL's *revenue*. Even if that amounts to the introduction of a new cause of action, the submission does not assist Mr Singh. The alleged wrongful conduct and the resulting

⁵⁴ SOC at para 42(d).

⁵⁵ DWS at para 41.

payment of the US\$600,000 bonus occurred before the originating claim was filed. The amendments therefore do not offend the Relation Back Rule.

76 Second, Mr Singh argues that the Bonus Amendments are factually unsustainable because the documentary evidence demonstrates unequivocally that Mr Singh was entitled to the relevant bonuses.⁵⁶ He points to the Offer Letter, pursuant to which JBPL agreed to pay him the US\$600,000 bonus if it achieved the revenue target for 2022 and JBPL's audited financial statements recording that JBPL had achieved the requisite revenue target. He also relies on an email from the chairman of the Board stating that Mr Singh was entitled to the US\$600,000 bonus.

77 I do not accept this argument. JBPL's case is that Mr Singh had artificially inflated its revenue figures for his own benefit – *ie*, so that he would appear to have satisfied the requirements to be paid the relevant bonuses. The fact that the audited financial statements recorded that the revenue target had been met, and that the chairman later confirmed Mr Singh's entitlement to the bonus on that basis, does not conclusively answer that allegation. If JBPL's allegations are true, the financial statements and the chairman's confirmation were themselves premised on revenue figures which were artificially inflated, and that is the very subject of the Bonus Claim read with the Bonus Amendments. Whether JBPL can prove those allegations is a matter for trial. The point is that the documents on which Mr Singh relies do not show that JBPL's case is *plainly unsustainable*, having regard to the nature of the allegations JBPL has pleaded against him.

⁵⁶ DWS at para 42.

78 I therefore reject both of Mr Singh's objections and allow the Bonus Amendments.

Decision: The Expenses Amendments

79 Mr Singh objects to the Expenses Amendments on the grounds that they do not assist in the determination of any issue in controversy between the parties and that they disclose no reasonable cause of action. Both submissions rest on the argument that the particulars (of the expenses allegedly wrongfully incurred by Mr Singh) pleaded in the Expenses Amendments are wholly inconsistent with the particulars pleaded in the original SOC and the FBP.

80 In this regard, and as mentioned at [29] above, the particulars pleaded by JBPL in its SOC, FBP and the Expenses Amendments are indeed inconsistent as to both the period covered and the total quantum claimed. Further, the Expenses Amendments plead only a revised total quantum, without any breakdown identifying the expenses said to have been wrongfully incurred or explaining how that total figure was derived. JBPL acknowledges this, but says this does not warrant refusing it permission to amend the Expenses Claim.

81 I accept that the mere fact that the particulars sought to be pleaded in the Expenses Amendments differ from those presently pleaded in the SOC and FBP does not, by itself, warrant a refusal of permission to amend. After all, amendments are one way in which parties may correct, update or particularise pleaded matters.

82 The difficulty is that the Expenses Amendments do not merely expand the timeframe and revise the quantum of the expenses allegedly incurred. They also delete the particulars of the expenses originally pleaded, without providing updated particulars for the new figures now advanced. In that form, the

Expenses Amendments would not assist in determining the real issues in controversy. They leave Mr Singh unable to know which expenses are alleged to have been wrongfully incurred.

83 I therefore allow the Expenses Amendments, but would further direct that JBPL also provides, in those amendments, further particulars of the revised Expenses Claim. Those particulars should identify, at least: (a) the specific expenses or categories of expenses relied on; (b) the period in which they were incurred; (c) the amount claimed for each item or category; (d) their stated purpose; and (e) the basis on which JBPL says these expenses “would not be in the commercial interest of the Claimant and/or could not be said to be for business purposes”.

Conclusion

84 In summary:

- (a) I allow the Ledaga Amendments.
- (b) I allow the Xocova Amendments in part; specifically, I allow only the amendments to paras 42(c) and 42(d) of the SOC.
- (c) I allow the Bonus Amendments.
- (d) I allow the Expenses Amendments, and further direct that JBPL provides in those amendments further particulars of the revised Expenses Claim as detailed at [83] above.

85 In view of my direction that JBPL provide further particulars of its revised Expenses Claim (at [83] above), I will allow JBPL an additional seven

days to prepare its amended SOC. I therefore order that JBPL file and serve its amended SOC within 14 days from the date of this judgment.

86 Unless the parties are able to agree on costs, written submissions on costs (limited to five pages) are to be filed and exchanged within 14 days of the date of this judgment.

Reuben Ong
Assistant Registrar

Chia Wan Lu (TSMP Law Corporation) for the claimant;
Sivanathan Jheevanesh and Hester Pore (Withers KhattarWong LLP)
for the defendant.
