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

[2026] SGHCR 25

Suit No 12 of 2022 (Summons No 2053 of 2025)

Between

(1) Pacific Healthcare Holdings Ltd
(2) Pacific Healthcare Specialist Services Pte Ltd

… *Plaintiffs*

And

(1) Precious Surgery Centre Pte Ltd
(2) Precious Specialist Centre Pte Ltd

… *Defendants*

Suit No 14 of 2022 (Summons No 2055 of 2025)

Between

Pacific Healthcare Holdings Ltd

… *Plaintiff*

And

(1) Precious Medical Centre Pte Ltd
(2) Entrust Healthcare Pte Ltd

(3) Precious Specialist Centre Pte Ltd
(4) Chong Lai Leong, William

… *Defendants*

Counterclaim of 1st, 2nd, 3rd and 4th Defendants

Between

(1) Precious Medical Centre Pte Ltd
(2) Entrust Healthcare Pte Ltd
(3) Precious Specialist Centre Pte Ltd
(4) Chong Lai Leong, William

… *Plaintiffs in Counterclaim*

And

Pacific Healthcare Holdings Ltd

… *Defendant in Counterclaim*

GROUNDS OF DECISION

[Civil Procedure — Amendment of pleadings]

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Pacific Healthcare Holdings Ltd and another
v
Precious Surgery Centre Pte Ltd and another and another suit

[2026] SGHCR 25

General Division of the High Court — Suit No 12 of 2022 (Summons No 2053 of 2025) and Suit No 14 of 2022 (Summons No 2055 of 2025)
AR Lim Sai Nei
31 March, 29 April, 11 June, 13 July 2026

16 July 2026

AR Lim Sai Nei:

Introduction

1 HC/SUM 2053/2025 ("SUM 2053"), HC/SUM 2054/2025 ("SUM 2054"), HC/SUM 2055/2025 ("SUM 2055") and HC/SUM 2056/2025 ("SUM 2056") were applications to amend the statement of claim in HC/S 12/2022 ("Suit 12"), HC/S 13/2022 ("Suit 13"), HC/S 14/2022 ("Suit 14") and HC/S 15/2022 ("Suit 15") respectively. Suits 12 to 15 are related Suits brought by Pacific Healthcare Holdings Ltd ("PHH"), an integrated healthcare provider and its related entities in connection with various agreements entered into with the respective Defendants.

2 After hearing parties, I dismissed SUM 2053, allowed SUM 2054 and SUM 2056 and partially allowed SUM 2055. I also dismissed two striking out applications filed by the Defendants in Suits 12 and 13 (HC/SUM 539/2026 and HC/SUM 543/2026). Parties were provided with written reasons for my decision in all six applications when I rendered my decision. These are the full grounds for my decision in SUM 2053 and SUM 2055, which raised more substantial areas of dispute.

Decision in SUM 2053

Background

3 The 1st and 2nd Plaintiffs in Suit 12 are PHH and Pacific Healthcare Specialist Services Pte Ltd ("PHSS") respectively (collectively, the "S 12 Plaintiffs"). The 1st and 2nd Defendants in Suit 12 are Precious Surgery Centre Pte Ltd ("PSEC") and Precious Specialist Centre Pte Ltd ("Precious Specialist") respectively (collectively, the "S 12 Defendants").

4 PHH is the owner of a sole proprietorship, Pacific Medical Specialist ("PMS"), which was formerly known as Pacific Healthcare Specialist Centre ("PHSC"). The S 12 Plaintiffs owned PMS or PHSC at different points of time from 2006 to date.

5 Precious Specialist is currently the sole shareholder of PSEC.

6 In the Statement of Claim (Amendment No. 2) ("SOC 2"), the S 12 Plaintiffs alleged that sometime on or around 2014, PHH and PSEC entered into an arrangement where various equipment ("Equipment") as listed in the invoices annexed to the SOC 2 ("Invoices") were leased to PSEC at the rates listed in the Invoices ("Leasing Agreement"). On 8 June 2018, PHH entered into an

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agreement for the sale of PHH's shares held in PSEC. Notwithstanding the sale, the Leasing Agreement was not terminated. Pursuant to the Leasing Agreement, the S 12 Plaintiffs (trading as PMS or PHSS, as the case may be) leased the Equipment for the rates listed in the Invoices to PSEC, its associated companies or agents. PHSS claimed, based on the Invoices, the sum of $107,347.69 against the S 12 Defendants. PHH also claimed, based on the Invoices, the sum of $256,292.60 against the S 12 Defendants.

7 By way of the draft Statement of Claim (Amendment No. 3) ("draft SOC 3") annexed to SUM 2053, the S 12 Plaintiffs sought to delete the references to the Leasing Agreement and to state the following instead:

(a) "By way of an agreement evidenced or comprised in the invoices set out in SCHEDULE 1 herein (the "PHSS-Precious Specialist Invoices"), Precious Specialist requested and PHSS agreed to lease the equipment as listed in the PHSS-Precious Specialist Invoices" and to date, Precious Specialist has failed to pay PHSS the amount of $45,522.32 due under the PHSS-Precious Specialist Invoices.

(b) "By way of an agreement evidenced or comprised in the invoices set out in SCHEDULE 2 herein (the "PHH-Precious Specialist Invoices"), Precious Specialist requested, and PHH agreed to lease the equipment as listed in the PHH-Precious Specialist Invoices" and to date, Precious Specialist has failed to pay PHH the amount of $261,374.89 due under the PHH-Precious Specialist Invoices.

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(c) By way of an agreement evidenced or comprised in the invoices set out in SCHEDULE 3 herein (the "PHSS-PSEC Invoices"), PSEC requested, and PHSS agreed to lease the equipment as listed in the PHSS-PSEC Invoices" and to date, PSEC has failed to pay PHSS the amount of $56,743.08 due under the PHSS-PSEC Invoices.

8 As it was not disputed that the PHSS-Precious Specialist Invoices, PHH-Precious Specialist Invoices and PHSS-PSEC Invoices set out in Schedules 1 to 3 of the draft SOC 3 were the same Invoices annexed to the SOC 2, I shall also refer to the PHSS-Precious Specialist Invoices, PHH-Precious Specialist Invoices and PHSS-PSEC Invoices collectively as the "Invoices".

The applicable law

9 It is trite that amendments to pleadings ought to be allowed if they would enable the real question and/or issue in controversy between the parties to be determined with the important caveat that it must be just to grant such leave, having regard to all the circumstances of the case (see *Review Publishing Co Ltd and another v Lee Hsien Loong and another appeal* ("*Review Publishing*") [2010] 1 SLR 52 at [113]).

10 More recently, in *Wang Piao v Lee Wee Ching* [2024] 4 SLR 540 ("*Wang Piao*") at [40], it was held that when deciding on an application for amendments, the court should apply the following three-stage analytical framework:

(a) First, the court should determine the stage of proceedings at which the amendments are sought. This would affect how the

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general principles apply. More broadly, the later an application is made, the stronger would be the grounds required to justify it.

(b) Second, the court should consider whether the amendments sought would enable the real question or issue in controversy between the parties to be determined. It is relevant to consider whether the application is made in good faith, and whether the proposed amendments are material.

(c) Third, the court should consider whether it is just to allow the amendments, by assessing, *eg,* whether the amendments would cause any prejudice to the other party which cannot be compensated in costs, and whether the applying party is effectively asking for a second bite of the cherry.

11 Although *Wang Piao* was decided in the context of the Rules of Court 2021 ("ROC 2021"), except where an amendment of a pleading is sought less than 14 days before the trial, there is no difference in the principles governing the amendment of pleadings under the Rules of Court (2014 Rev Ed) ("ROC 2014") and the amendment of pleadings under the ROC 2021 (see *Wang Piao* at [11]). I will thus consider the three-stage analytical framework in *Wang Piao* below.

Stage 1: The stage at which the amendments were sought

12 The first stage in *Wang Piao* requires the court to determine the stage of proceedings at which the proposed amendments are sought.

13 The S 12 Defendants submitted that the amendments should not be allowed as the amendments were sought close to four years after the

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commencement of the proceedings. They contended that allowing the amendments would mean that the suit would be "re-started, putting [them] through the wringer yet again, and causing them to divert and expend even more management time and company resources to deal with the fresh SOC and its amendments. This cannot be compensated in costs".

14 However, the first stage in *Wang Piao* is concerned with the *stage* of the proceedings the parties are at when the proposed amendments are sought. Although the application for amendment was filed nearly four years after the commencement of the suit, the parties were in fact at a relatively early stage of the proceedings. The trial dates had not been fixed, there were still outstanding issues relating to discovery and parties had yet to exchange affidavits-of-evidence-in-chief ("AEICs"). This was not a case where the plaintiffs were seeking to amend pleadings post-trial or at the doorstep of trial. Given this, I did not think that exceptionally strong reasons were required to justify the proposed amendments.

15 In the 9th affidavit of Mr Daniel Hoh Yuen Leong, a director of PHH, the reasons for the proposed amendments were explained at para 13 as follows:

> In the course of preparation of the AEICs of the factual witnesses, the Plaintiffs also reviewed the documents that had been produced by the parties. In the course of reviewing the documents produced by both parties in the Suits and preparing the AEICs, amendments or further amendments (as the case may be) needed to be made to the SOCs to crystallise and clarify the issues for each of the Suits.

16 The S 12 Defendants, however, argued that the S 12 Plaintiffs would have been aware of the existence or non-existence of the "Leasing Agreement" and the Invoices and the inescapable inference was that the

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proposed amendments were driven by their belated realisation that their existing claims were deficient.

17 However, even if the proposed amendments were necessitated by the fault or mistake of the S 12 Plaintiffs, this was not a bar to allowing the amendments. As the Court of Appeal stated in *Wright Norman v Oversea-Chinese Banking Corp Ltd* [1993] 3 SLR(R) 640 at [23]:

> … at the end of the day, the most important question which the court must ask itself is, are the ends of justice served by allowing the proposed amendment. Pleadings should not be used as a means to punish a party for his errors or the errors of his solicitors. All relevant issues should be investigated, provided the other party will not be prejudiced in a way which cannot be compensated by costs. All relevant circumstances should be considered by the court before it exercises its discretion whether it would allow an amendment. While the time at which an amendment is made is a relevant consideration it is not necessarily decisive. Delay *per se* does not equal prejudice or injustice.

18 With the above context and principles in mind, I turn now to the second stage of the framework in *Wang Piao*.

Stage 2: Whether the amendments sought would enable the real question or issue in controversy between the parties to be determined

19 It is established law that a pleading that is likely to be struck out would not amount to a real question nor issue in controversy between the parties to be determined (see *EA Apartments Pte Ltd v Tan Bek and others* [2017] 3 SLR 559 ("*EA Apartments*") at [25] and *Wang Piao* at [17]).

20 Under O 18 r 19 of the ROC 2014, a pleading may be struck out on the ground that (a) it discloses no reasonable cause of action or defence, as the case may be; (b) it is scandalous, frivolous or vexatious; (c) it may prejudice, embarrass or delay the fair trial of the action; or (d) it is otherwise an abuse of the process of the Court.

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21 Further, a statement of claim which omits material facts is defective and may be struck out on the grounds that it discloses no reasonable cause of action (limb (a) in O 18 r 19), it is scandalous, frivolous or vexatious (limb (b) in O 18 r 19) or it is otherwise an abuse of the process of court (limb (d) in O 18 r 19) (see *EA Apartments* at [24], citing *RecordTV Pte Ltd v MediaCorp TV Singapore Pte Ltd* [2009] 4 SLR(R) 43 at [18]).

22 With the above in mind, I turn now to the parties' arguments on the second stage laid down in *Wang Piao*.

23 The S 12 Plaintiffs argued that the proposed amendments were primarily to make clear the amounts owed by each of the 1st and 2nd Defendants (*ie,* PSEC and Precious Specialist) to either the 1st or 2nd Plaintiff (*ie,* PHH or PHSS) and that "the core facts comprising of the identity of the parties and the claims based on the [I]nvoices remained unchanged". The S 12 Plaintiffs asserted that the amendments would enable the real question and/or issue in controversy to be determined as they would clarify the bases on which payments from PSEC and Precious Surgery were sought under the Invoices.

24 The S 12 Defendants disputed that the proposed amendments would enable the real equation or issue in controversy between the parties to be determined. They submitted that the amendments sought were legally and factually unsustainable and relied on two main grounds, which may be summarised as follows:

(a) No details regarding the alleged "request" by the S 12 Defendants (for instance, the S 12 Plaintiffs had not stated by whom such "request" was allegedly made , nor when such "request" was

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made") and no details regarding the alleged "agreement" between the parties had been pleaded (in particular, no date of the alleged "agreement" had been pleaded).

(b) The amendments sought were not permissible under O 20 r 5(2) read with r 5(5) of the ROC 2014 because they introduced new causes of action which would have been time-barred by virtue of s 6 of the Limitation Act 1959 (Cap 163, 2020 Rev Ed) ("Limitation Act") if raised in a new action at the time of the amendment application.

25 I deal first with the S 12 Defendants' argument that the draft SOC 3 lacked the necessary particulars. In this regard, it is useful to refer to the case of *Lipkin International Ltd v Swiber Holdings Ltd and another* [2015] 5 SLR 962 ("*Lipkin International*"). In *Lipkin International*, the plaintiff had commenced the suit against the defendants for the breach of an oral charterparty ("Procurement Agreement"). The assistant registrar had dismissed the defendants' application to strike out the entire suit on the ground that the Procurement Agreement did not exist. However, a Judge in the High Court held that the plaintiff's case, based entirely on the existence and breach of the Procurement Agreement, was legally and factually unsustainable and allowed the appeal against the assistant registrar's decision.

26 On the issue of whether the plaintiff's pleaded case was legally unsustainable, the Judge observed that the contractual claim as endorsed on the writ neither stated the date of the Procurement Agreement nor whether it was oral or written. The plaintiff's case was also severely wanting as regards the most essential component of any contract – the date on which it

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was concluded. The plaintiff offered no specific date in the endorsement of claim and two different dates in its statement of claim. The Judge thus accepted the defendants' submission that the plaintiff's inability to specifically identify when the Procurement Agreement was concluded pointed against the existence of the said agreement. In addition, the Judge observed that the statement of claim only stated an *approximate* rate of hire when the rate of hire was a basic term of the Procurement Agreement, which was a charterparty. The Judge therefore came to the conclusion that the terms of the Procurement Agreement were clearly too uncertain to form the basis of a legally enforceable contract. The defects inherent in the plaintiff's pleadings rendered the claim unsustainable and were sufficient to justify its striking out.

27 Turning to the present case, I was of the view that draft SOC 3 was similarly bereft of the material facts and necessary particulars to support the S 12 Plaintiffs' claims based on the alleged agreements between the parties for the lease of the Equipment. What the S 12 Plaintiffs had done was to simply state in the draft SOC 3 that by way of the agreements *evidenced or comprised* in the Invoices, Precious Specialist or PSEC (as the case may be) *requested* and PHSS or PHH (as the case may be) *agreed* to lease the equipment as listed in the Invoices. No particulars on the alleged agreements (such as whether the alleged agreements were written or oral, when the alleged agreements were concluded or what the key terms of the agreements were) were provided. While the S 12 Plaintiffs had annexed the Invoices, the Invoices, based on their own case in the draft SOC 3, were "evidence" and it is well-established that material facts, not evidence, should be pleaded (see *Sharikat Logistics Pte Ltd v Ong Boon Chuan and others* [2011] SGHC 196 at [8]). In the premises, the S 12 Plaintiffs' claims based on the alleged agreements in the draft SOC 3, were legally

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unsustainable and liable to be struck out. It followed that the proposed amendments would not enable the real question or issue in controversy to be determined between the parties.

28 In view of my above conclusion, it was not necessary for me to consider the S 12 Defendants' alternative argument that the proposed amendments were not permissible under O 20 r 5(2) read with r 5(5).

Stage 3: Whether it was just to allow the amendments

29 As the S 12 Plaintiffs had failed to discharge the burden of showing that the proposed amendments would enable the real question and/or issue in controversy to be determined, it was also unnecessary for me to consider the third stage in *Wang Piao*.

30 Nonetheless, for completeness, I mention at this juncture that at the oral hearing before me, Counsel for the Plaintiffs in Suits 12 to 15 ("Plaintiffs' Counsel") submitted that the S 12 Defendants could seek further and better particulars of the draft SOC 3 from the S 12 Plaintiffs. However, it would not be just to allow amendments which are deficient and where the party applying for the amendments ("applying party") would have to make further amendments to put its pleading in order or the opposing party would have to request further and better particulars so as to clarify the applying party's case (see *EA Apartments* at [47]). Moreover, the Plaintiffs' Counsel neither confirmed that the S 12 Plaintiffs would be able to provide particulars nor elaborate on the particulars they would be able to provide. It bears highlighting that the present amendment application was made nearly four years after the commencement of the suit and was the S 12 Plaintiffs' third application for amendments. Clearly, the S 12 Plaintiffs had ample opportunity to furnish material facts to support their claim. Even

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though delay *per se* does not constitute injustice, it would not be just in all the circumstances of the case, where the proposed amendments were too deficient and there was no basis to assume that the S 12 Plaintiffs could salvage their case by way of further and better particulars, to allow the amendments.

Conclusion

31 In the light of the foregoing, I dismissed the S 12 Plaintiffs' application to amend the SOC 2 in S 12.

32 After considering parties' submissions on costs, I ordered costs of $4,000 (all in) to be paid by the S 12 Plaintiffs to the S 12 Defendants.

Decision in SUM 2055

Background

33 The Plaintiff in Suit 14 is PHH. The 1st Defendant is Precious Medical Centre Pte Ltd ("Precious Medical"), the 2nd Defendant is Entrust Healthcare Pte Ltd ("Entrust"), the 3rd Defendant is Precious Specialist and the 4th Defendant is Dr Chong Lai Leong William ("Dr Chong") (collectively, the "S 14 Defendants"). For ease of reference, the 1st to 3rd Defendants shall also be collectively referred to as the "Precious Group".

34 Dr Chong is a director in the 1st, 2nd and 3rd Defendants. He was previously a director of PHH and is currently a minority shareholder in PHH.

35 Sometime in or about November 2018, it was agreed that PHH and the Precious Group would enter into a joint venture for, among other things,

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the sharing of space at level 12 of The Paragon at 290, Orchard Road, Singapore 238859 ("The Paragon") and for the Precious Group to take over the business carried on by medical clinics operated by one of the PHH's subsidiaries, PHSS.

36 Sometime in or around March 2019, to document the joint venture, PHH and its subsidiaries (collectively, the "PHH Group") entered into various agreements and operational arrangements with the entities in the Precious Group.

37 Amongst these agreements was a Management Agreement dated 8 March 2019 ("MA") entered into between PHH and Precious Medical, under which PHH was to pay monthly management fees ("Management Fees") to Precious Medical for the provision of management services by Precious Medical for the operations of PHSS and other entities.

38 PHH, Pacific Healthcare Nursing Home Pte Ltd, Pacific Eldercare and Nursing Pte Ltd, PHSS, Precious Medical, Entrust and Dr Chong also entered into a Side Agreement ("SA") on 8 March 2019. Under clause 3.3 of the SA, PHH agreed and acknowledged that it was indebted to or had agreed to indemnify Entrust, Pacific Medical and Dr Chong in respect of, among other things, (a) reasonable construction and renovation expenses incurred by Entrust or Precious Medical for the purposes of the relocation of the PHH Group from level 19 to level 12 of The Paragon ("Relocation Expenses"); (b) shared costs for scanning dental records for the relocation ("Scanning Expenses); and (c) balance hire purchase amounts for leases of medical and dental equipment ("PHH Equipment") on behalf of PHH and its subsidiaries ("Equipment Expenses").

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39 Payments were made by PHH to the Precious Group under the MA and the SA.

40 In the Statement of Claim ("SOC"), PHH's claims against the S 14 Defendants, which were relevant to SUM 2055, were for the following:

(a) Recovery of overpayment of Management Fees;

(b) Recovery of payment of salaries of certain employees of Precious Specialist and its related companies, including the salary of one Sundar ("Shared Staff Costs");

(c) Recovery of payment of Relocation Expenses and Scanning Expenses;

(d) Damages relating to the purchase of a new dental chair under an "Invoice 56";

(e) Damages relating to the use of equipment listed in an "Invoice 57";

(f) Damages for breach of a rental agreement and/or trespass;

(g) Damages for breaches of director's duties by Dr Chong arising from an alleged failure to account for the PHH Equipment.

41 PHH sought to make extensive amendments to the SOC which stood at 44 pages (excluding the Annexes). The draft Statement of Claim (Amendment No.1) ("draft SOC 1") was 92 pages (excluding the Annexes). PHH argued again, however, that the "core facts comprising of the identity of the parties" and the claims remained unchanged, and that the amendments served to "clarify the bases" on which the claims were made.

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42 The S 14 Defendants disagreed. The S 14 Defendants' principal objection was that the proposed amendments introduced new causes of action which were now time-barred. The amendments were thus not allowed under O 20 r 5(2) read with r 5(5) of the ROC 2014.

The applicable law

43 Given the S 14 Defendants' objection, it is relevant to refer to O 20 r 5(2) and (5) of the ROC 2014, which read as follows:

> **Amendment of writ or pleading with leave (O. 20, r .5)**
>
> …
>
> (2) Where an application to the Court for leave to make the amendment mentioned in paragraph (3), (4) or (5) is made after any relevant period of limitation current at the date of issue of the writ has expired, the Court may nevertheless grant such leave in the circumstances mentioned in that paragraph if it thinks it just to do so.
>
> …
>
> (5) An amendment may be allowed under paragraph (2) notwithstanding that the effect of the amendment will be to add or substitute a new cause of action if the new cause of action arises out of the same facts or substantially the same facts as a cause of action in respect of which relief has already been claimed in the action by the party applying for leave to make the amendment.

44 As stated by the Court of Appeal in *Multistar Holdings Ltd v Geocon Piling & Engineering Pte Ltd* [2016] 2 SLR 1 ("*Multistar*") at [29] (citing *Lim Yong Swan v Lim Jee Tee* [1992] 3 SLR(R) 940 ("*Lim Yong Swan*") at [24] and [28] and *Hancock Shipping Co Ltd v Kawasaki Heavy Industries Ltd, The Casper Trader* [1992] 3 All ER 132 at 135), O

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20 r 5(2) read with r 5(5) has been said to contain four elements, upon the satisfaction of which the court would have the power to allow the amendment:

(a) The amendment introduces a new cause of action;

(b) The new cause of action would have been time-barred if raised in a new action on the date when the application was made;

(c) The new cause of action arises out of the same facts or substantially the same facts as the originally pleaded cause of action; and

(d) The court thinks it just to allow the amendment.

45 As to what constitutes a "cause of action", the Court of Appeal in *Multistar* clarified that a "cause of action" simply means "the essential factual material that supports a claim" (at [34]). To determine whether a new cause of action has been introduced, it is necessary to compare the essential facts in the existing pleadings with the essential facts in the proposed amended statement of claim (see *Symphony Ventures Pte Ltd v DNB Bank ASA, Singapore Branch* [2021] 5 SLR 1213 ("*Symphony Ventures*") at [51]).

46 Further, a new cause of action arises out of the same or substantially the same facts if there is sufficient overlap between the facts supporting the existing claim and those supporting the new claim (see *Lim Yong Swan* at [29]).

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47 With the above principles in mind, I turn to consider whether PHH's proposed amendments, which I have grouped under seven sets of amendments below, introduced new causes of action.

Did PHH's proposed amendments introduce new causes of action?

Claims on the basis of duress

48 The first set of amendments related to PHH's allegation in the draft SOC 1 that it was coerced to agree to make payment for the excessive Management Fees, Shared Staff Costs, Renovation Expenses, Scanning Expenses and Equipment Expenses (collectively, the "MA/SA Payments") by economic duress on the part of the relevant S 14 Defendants (acting through Dr Chong) ("MA/SA Payments Agreement"). Accordingly, PHS was entitled to recover the MA/SA Payments on the ground that the MA/SA Payments Agreement was void.

49 PHH argued that since it had already alleged in the present SOC that there was no basis for the S 14 Defendants to have demanded for and retained the MA/SA Payments, the proposed amendments were only "addition of particulars" that the MA/SA Payments should be recovered on the basis of duress.

50 To support its position, PHH relied primarily on two authorities. The first was *Multistar*. There the Court of Appeal found at [52] that even though the second set of amendments sought advanced a different relief, that relief arose from the same underlying facts in the original statement of claim and no additional factual material was required to advance it. As such, the Court of Appeal held that no new cause of action was introduced.

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51 The second case relied on by PHH was *Dornan v J W Ellis & Co. Ltd* [1962] 1 QB 583 ("*Dornan*"), which was cited by the Court of Appeal in *Multistar* at [36]. In *Dornan*, the plaintiff's original claim was for personal injuries caused by the negligence of the defendant company, their servants or agent. The plaintiff alleged in substance that the defendant company had failed to provide him with any proper means of protecting his eyes against a defective tool. The plaintiff then applied to amend his claim to add to the negligence particulars that the defendant company was vicariously liable for the negligence of their worker, Steward or their other servants or agents. In allowing the amendment, the English Court of Appeal held (at 593-594) that "[t]he story that is now set up by the plaintiff is the same story as that set up all along, namely that the plaintiff lost his eye from a piece of the drill which was being operated by Stewart… It is a different approach to the same main story of the accident".

52 In my view, PHH's proposed amendments were clearly distinguishable from the second set of amendments in *Multistar* and the amendments in *Dornan*. PHH's claims for the MA/SA Payments in the SOC were essentially premised on the relevant S 14 Defendants' lack of entitlement to the payments under the parties' agreements. PHH's claims for the MA/SA Payments in the SOC were not predicated on duress. In fact, the present SOC made no mention of duress at all. The claims for recovery of the MA/SA Payments on the basis of duress in the draft SOC 1 were obviously not "based on the same underlying facts" (*see Multistar* at [52]) or "the same story as that set up all along" (see *Dornan* at 593). This was evident from the draft SOC 1 where PHH sought to introduce extensive new factual material, including a new proposed paragraph 19J which consisted of fifty sub-paragraphs spanning more than twenty pages setting out the

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alleged acts of coercion on the part of Dr Chong, to support the claims on the basis of duress.

53 To my mind, it was abundantly clear that the first set of amendments introduced new causes of action.

Claims in unjust enrichment

54 The second set of amendments related to PHH's claims in unjust enrichment in the draft SOC 1. PHH alleged in the draft SOC 1 that the relevant S 14 Defendants were unjustly enriched in retaining the MA/SA Payments because the payments were made under duress.

55 PHH argued that no new cause of action was introduced as it had already pleaded claims in unjust enrichment for the recovery of the MA/SA payments in the SOC.

56 The S 14 Defendants, on their part, submitted that the proposed amendments introduced new causes of action as PHH's reliance on duress in the draft SOC 1 as the unjust factor was new and predicated on new essential facts.

57 I agreed with the S 14 Defendants' submissions.

58 Introducing new essential facts that fall within the "labels" originally pleaded, still amounts to the addition of new causes of action (see *Symphony Ventures* at [57], citing *Letang v Cooper* [1965] 1 QB 232 at 242G–243F).

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59 Thus it was not sufficient that the label "unjust enrichment" had already been pleaded in the SOC. In the SOC, PHH had only pleaded that the relevant S 14 Defendants were unjustly enriched as there was no basis for them to retain the MA/SA Payments. The claims in unjust enrichment based on duress in the draft SOC 1 were, on the other hand, supported by new essential facts pertaining to Dr Chong's acts of coercion which were outlined in the new para 19J of the draft SOC 1.

60 Consequently, the second set of amendments also introduced new causes of action.

Claims for breach of contract

61 I turn next to the third set of amendments in the draft SOC 1 relating to PHH's claim for the recovery of the MA/SA Payments based on the relevant S 14 Defendants' breach of the MA and SA. The S 14 Defendants' objection was that the amendments referred to additional clauses in the MA and SA, specifically, clause 4.5 and Schedule 1 of the MA and Clause 3.8 of the SA.

62 It is apposite to note that the factual material pleaded in the original statement of claim is not to be construed in a technical or overly strict manner. One must appreciate the substance of the allegation in order to determine whether the factual material introduced by the amendment is really something that catches the defendant by surprise (see *Multistar* at [44], referring to *Circle Thirty Three Housing Trust Ltd v Fairview Estates (Housing) Ltd* (1984) 1 Const LJ 282 at 284).

63 I was of the view that the third set of amendments did not change the substance of the allegations which PHH had already pleaded. The

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additional clauses referred to in the draft SOC 1 provided context for the clauses in the MA and SA which PHH had already pleaded in the SOC and further supported PHH's claim that there was no basis for the MA/SA Payments under the terms of the MA and SA. It is trite that the addition of further instances or better particulars do not amount to a distinct cause of action (see *Multistar* at [45(a)], citing *Paragon Finance plc v D B Thakerar & Co* [1999] 1 All ER 400 at [34]).

64 As such, I found that the third set of amendments did not introduce a new cause of action.

Claims relating to new dental chair under Invoice 56

65 The fourth set of amendments related to PHH's claim that the new dental chair under Invoice 56 ("Invoice 56 Chair") issued by Entrust was in fact a used chair. Whereas the original claim was for damages or damages to be assessed, PHH sought to add an alternative claim in the sum of $2,653.50, being the value that the Invoice 56 Chair would have depreciated during the period of use.

66 PHH submitted that the amendments served to crystallise that it was claiming for the value of the value of the depreciation of the Invoice 56 Chair. The S 14 Defendants, however, argued that the depreciation of the value of the Invoice 56 Chair had not been specifically pleaded in the present SOC.

67 It was apparent from a perusal of the draft SOC 1 that PHH was not introducing additional factual material to advance its alternative claim for the value of the depreciation of the Invoice 56 Chair. The same factual allegation that the dental chair was not new formed the basis for both the

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alternative claim and the original claim for damages of damages to be assessed.

68 Accordingly, the fourth set of amendments also did not introduce a new cause of action.

Claims relating to the use of equipment listed in an "Invoice 57"

69 I turn now to the fifth set of amendments pertaining to an alternative claim for the sum of $7,905.10, which PHH alleged was the balance of an advance payment (the "Advance Payment") it had made after deducting the amounts payable for the Invoice 56 Chair and a chair under Invoice 57 ("Invoice 57 Chair").

70 While PHH again argued that the amendments served to crystallise that it was claiming the balance of the Advance Payment, the S 14 Defendants alleged that the alternative claim for the balance of the Advance Payment was a completely new claim.

71 I agreed with the S 14 Defendants that PHH had not claimed for the balance of the Advance Payment in the present SOC. However, PHH had pleaded, in the SOC, that the Advance Payment of $100,000 was made to Entrust and further, that payments for the Invoice 56 Chair and Invoice 57 Chair (which added up to a total sum of less than $100,000) were made by way of the Advance Payment. These were the same essential facts supporting PHH's alternative claim for the balance of the Advance Payment.

72 In the premises, I held that no new cause of action was introduced by the fifth set of amendments.

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Claims for breach of rental agreement and trespass

73 The sixth set of amendments concerned PHH's claims for firstly, Precious Specialist's breach of a rental agreement between PHH and Precious Specialist ("Rental Agreement") and secondly, for trespass. PHH's allegation was that the Precious Group had taken possession of Room 5 and Room 9 (collectively, the "Rooms") in breach of the Rental Agreement for the Rooms to be shared between the PHH Group and the Precious Group.

74 In respect of the claim for breach of the Rental Agreement, the S 14 Defendants had two objections. First, the S 14 Defendants took issue with a new reference in para 76(a) of the draft SOC 1 to one Dr Chan's (in addition to Dr Chong's) use of the Rooms. Suffice it to say that it was obvious to me, however, that this was merely an addition of particulars.

75 The S 14 Defendants' second objection related to the period for which PHH was seeking to claim rental for Dr Chong's and Dr Chan's use of the Rooms. The S 14 Defendants argued that PHH was seeking to push back its claim for rental from "late 2020" to "September 2019". In my respectful view, the S 14 Defendants' argument was misplaced. Even though PHH was seeking to amend para 73 of the SOC to state that the Precious Group took possession of the Rooms since sometime in or around September 2019 instead of late 2020, it was apparent from para 76(a) and Annex G of the draft SOC 1 that PHH was still claiming rental only from January 2021 onwards.

76 The S 14 Defendants further argued that PHH, by its proposed amendments, was seeking to claim additional rental for the period after 7 January 2022 (which was the date on which the SOC was filed) to August

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2022 and insofar as the claim was based on the relevant S 14 Defendants' alleged failure to pay the rental invoices issued by PHH for this period, the claim could not be included "as it would not have accrued on or before 7 January 2022 (being for invoices issued after 7 January 2022)". However, it was clear that PHH's claim was not based on the relevant S 14 Defendants' failure to pay the rental invoices. PHH's case was that the rental invoices were issued "in a bid to recoup [its] loss and damage" as a result of the breach of the Rental Agreement (at para 74 of the SOC). In other words, the amendments sought by PHH were to claim for the loss and damage it continued to suffer after 7 January 2022 as a result of the breach of the Rental Agreement. In this regard, it is well settled that a plaintiff may amend the original pleadings to claim for further loss (see *Singapore Civil Procedure 2019* vol 1 (Justice Chua Lee Ming gen ed) (Sweet & Maxwell, 2019) at 408).

77 I therefore found no merit in the S 14 Defendants' arguments that the amendments to the claim for breach of the Rental Agreement introduced a new cause of action.

78 In respect of the claim for trespass, I noted that PHH was only seeking to remove the claim. My understanding was that the S 14 Defendants were not objecting to the amendments and I therefore allowed the amendments.

Claim against Dr Chong for breach of duty by purchasing agent

79 Finally, by the seventh set of amendments, PHH sought to remove its present claim against Dr Chong for breach of director's duties and replace with it a claim for "breach of duty by purchasing agent".

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80 PHH sought to explain the amendments as "[a]ddition of particulars of [Dr Chong's] breaches of the Leasing Agreement and/or his Purchasing Agent Role… due to his failure to account for the PHH Equipment" while Dr Chong argued that the claim for breach of purchasing agent duties was completely new, with the facts supporting the same being completely new and relating to events taking place in 2014.

81 I observed that the new claim for breach of duty by purchasing agent was premised on a breach of an express and/or implied term that Dr Chong had to account to PHH for the PHH Equipment under a Leasing Agreement and an Additional Equipment Agreement. However, both agreements were not even mentioned in the original claim. I failed to see how the essential facts underlying the claim for breach of duty by purchasing agent (which could be found in a new para 19C as well as the abovementioned para 19J in the draft SOC 1) could even conceivably be said to be the same as those underlying the original claim for breach of director's duties.

82 Given the above, I found that the seventh set of amendments introduced a new cause of action.

Conclusion

83 In summary, I found that the first, second and seventh set of amendments introduced new causes of action while the third to sixth set of amendments did not introduce new causes of action.

Whether the first and seventh set of amendments should be allowed

84 As the claims based on duress and for breach of purchasing agent role, which PHH was seeking to introduce under the first and seventh set of

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amendments respectively, amounted to new causes of action and PHH accepted that these claims would have been time-barred if raised in a new action on the date of the amendment application, the amendments could be allowed only if the new causes of action arose out of the same or substantially the same facts as the original claims pleaded.

85 Given my earlier observations that the claims based on duress and for breach of purchasing agent role were supported by a completely new set of facts found in paras 19C and 19J of the draft SOC 1, it was unquestionable that there was an insufficient overlap between the facts supporting these claims and the facts supporting the original claims. The first and seventh set of amendments were therefore not permissible under O 20 r 5(2) read with r 5(5) and were disallowed.

Whether the second set of amendments should be allowed

86 The next question to be decided was whether the second set of amendments relating to the claims in unjust enrichment based on duress, which I had also found introduced new causes of action, should be allowed.

87 The issue of whether the claims in unjust enrichment would have been time-barred if raised in a new action on the date of the amendment application was contested by the parties.

88 Relying on *Esben Finance Ltd and others v Wong Hou-Liangq Neil* [2022] 1 SLR 136 ("*Esben Finance*"), PHH argued that the claims in unjust enrichment would not have been time-barred because claims in unjust enrichment do not fall within the ambit of the Limitation Act. Although the S 14 Defendants made some attempts to argue otherwise, it is clear from the Court of Appeal's decision in *Esben Finance* at [85] that claims in

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unjust enrichment are not covered under the Limitation Act (see also *Robert Tantular v The Stephanie Karina (administratrix of the estate of Tan Ho Yung, deceased*) [2025] 1 SLR 1083 ("*Robert Tantular*") at [144]). Since the decision in *Esben Finance*, there has been no legislative intervention to provide a time bar for claims in unjust enrichment.

89 As such, I agreed with PHH that the claims in unjust enrichment would not have been time-barred if raised in a new action on the date of the amendment application. The second set of amendments therefore did not fall within the scope of O 20 r 5(2).

90 Nonetheless, the S 14 Defendants submitted, based on the weight of the authorities of *Esben Finance, Ng Chee Tian and another v Ng Chee Pong and others* [2025] 3 SLR 235 ("*Ng Chee Tian*") and *Robert Tantular* that to allow PHH to run its claims in unjust enrichment, which were based on the same factual matrix as the claims based on duress which PHH had conceded were time-barred, would be to permit "an unprincipled outcome" (citing *Ng Chee Tian* at [64]).

91 In *Esben Finance*, in considering whether to recognise lack of consent as an unjust factor in the law of unjust enrichment, the Court of Appeal laid down definitive guidance that a claim in unjust enrichment based on lack of consent would not be available where there exists an existing alternative cause of action on the same facts (at [195] and [241]).

92 In *Ng Chee Tian*, the General Division of the High Court held that the relevant findings in *Esben Finance* are not confined to only cases premised on lack of consent (at [58] to 61]). It was further held that an unjust enrichment claim remains unavailable where there is an alternative

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existing cause of action on the same facts, even if the alternative cause of action is time-barred, because "[i]f it is accepted that the doctrine of unjust enrichment may be tasked to remedy a time-barred claim, this would lead to an unprincipled outcome where no such claim is ever truly time-barred" and "[denude] the entire concept of limitation periods" (at [64]).

93 The Appellate Division of the High Court in *Robert Tantular* (at [146]) agreed with the observations in *Ng Chee Tian*.

94 Applying the principles set out in *Ng Chee Tian* to the present case, the claims in unjust enrichment were unavailable to PHH as PHH had alternative existing causes of action *ie,* the claims based on duress, on the same facts (though they were now time-barred as PHH had conceded). Consequently, the claims in unjust enrichment were liable to be struck out and the amendments sought would not enable the real question or issue in controversy between the parties to be determined. In any event, it would not be just to allow the amendments because to allow the amendments would lead precisely to the type of "unprincipled outcome" envisaged in *Ng Chee Tian*.

95 For the above reasons, I disallowed the second set of amendments.

Whether the third to sixth set of amendments should be allowed

96 For third to sixth set of amendments which I found did not introduce new causes of action, it was relevant to consider whether the amendments should be allowed under the three-stage analytical framework in *Wang Piao*.

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97 I will deal briefly with the first stage in *Wang Piao* as Suit 14 was managed together with the other related suits which were commenced on the same date, including Suit 12. Suffice it to say that my earlier observations that Suit 12 was at a relatively early stage of the proceedings applied equally to Suit 14.

98 As for the second stage of *Wang Piao*, the S 14 Defendants did not dispute that the third to sixth set of amendments would enable the real question and/or issue in controversy between the parties to be determined as the focus of the S 14 Defendants' arguments for these amendments was that they introduced new causes of action. In any event, I was satisfied that the amendments sought would enable the real question and/or issue in controversy between the parties to be determined as they served to clarify the scope of PHH's allegations and claims in the SOC.

99 Finally, at the third stage of *Wang Piao*, I considered whether it was just to allow the amendments. The S 14 Defendants made the same argument (see [13] above) that to allow the amendments four years after the suit was commenced would mean that the suit would be "re-started, putting [them] through the wringer yet again, and causing them to divert and expend even *more management time and company resources* to deal with the fresh SOC and its amendments. This cannot be compensated in costs" [emphasis added]. With respect, this argument appeared to be self-contradictory. The prejudice which the S 14 Defendants had identified seemed to me to be precisely the type of prejudice which could be compensated by costs. The S 14 Defendants had not shown how the amendments would cause any prejudice to them which could not be compensated in costs. I therefore found it just to allow the amendments.

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Conclusion

100 To conclude, in relation to SUM 2055, I allowed the third to sixth set of amendments and disallowed the first, second and seventh set of amendments.

101 After considering parties' submissions on costs, I ordered costs of $8,000 (all in) to be paid by PHH to the S 14 Defendants for the application and for the consequential amendments to be made to the S 14 Defendants' Defence and Counterclaim.

Lim Sai Nei
Assistant Registrar

Rezvana Fairouse d/o Mazhardeen and Tan Jinwen Mark (NLC Law Asia LLC) for the Plaintiffs in Suit No 12 of 2022 and the Plaintiff in Suit No 14 of 2022;
Monisha Cheong, Lim Ting Xuan Lynette and Noel Lim Xue Jing (LVM Law Chambers LLC) for the Defendants in Suit No 12 of 2022 and the Defendants in Suit No 14 of 2022.

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