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

[2026] SGHC 109

Originating Claim No 737 of 2025
Registrar's Appeal No 47 of 2026

Between

Meta Health Limited

… *Claimant*

And

1. Chua Kheng Choon
2. Koh Gim Hoe
3. Leow Siew Yon
4. Kelvin Lee Ming Hui
5. Mak Peng Leong Philip
6. Hong Shieh Yung Travis

… *Defendants*

JUDGMENT

[Courts And Jurisdiction] — [Jurisdiction] — [Singapore International Commercial Court]

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Meta Health Ltd
v
Chua Kheng Choon and others

[2026] SGHC 109

General Division of the High Court — Originating Claim No 737 of 2025
(Registrar's Appeal No 47 of 2026)
Andre Maniam J
1 April 2026

20 May 2026 Judgment reserved

Andre Maniam J:

Introduction

1 The claimant ("Meta Health") filed this action in the General Division of the High Court against six individual defendants. Meta Health then discontinued its claim as against the fourth defendant in January 2026.

2 By HC/SUM 3411/2025 ("SUM 3411"), Meta Health applied to transfer the case to the Singapore International Commercial Court ("SICC"). That application was heard by an assistant registrar ("the registrar") who ordered the transfer. By HC/RA 47/2026 ("RA 47"), the third defendant (Ms Leow) appealed against the transfer. This is my decision on that appeal.

Background

3 Meta Health is a Singapore-incorporated company listed on the Singapore Exchange. It provides the following overview of its claim against the defendants, in [8] of its statement of claim ("SOC"):

> This claim is brought by the current management of the Claimant against the Defendants in relation to their conduct in the Claimant's acquisition of Gainhealth Pte Ltd ("**Gainhealth**") between 2021 and 2022. Based on information that has come to light to the Claimant, there is sufficient basis to suggest that the aforesaid acquisition was not a legitimate corporate exercise but a scheme designed and executed to misappropriate the Claimant's assets.

4 Gainhealth is another Singapore-incorporated company.

5 The defendants are all Singaporeans:

(a) the first defendant (Mr Chua) is one of Meta Health's founders, and formerly a director of Meta Health as well as its executive chairman and chief executive officer ("CEO");

(b) the second and third defendants (Mr Koh and Ms Leow) are former independent directors of Meta Health;

(c) the fifth defendant (Mr Mak) was Meta Health's former chief financial officer ("CFO") and joint company secretary;

(d) the sixth defendant (Mr Hong) is said to be Mr Chua's business associate and agent.

6 Meta Health says:

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(a) Mr Chua devised the acquisition of Gainhealth as a vehicle through which Meta Health's monies could be diverted, and Mr Hong acted as his intermediary, facilitating the channelling of funds and managing the flow of payments behind the scenes.[1]

(b) Mr Koh and Ms Leow, as independent directors of Meta Health, failed to discharge their responsibilities to safeguard the interests of Meta Health and its shareholders.[2]

(c) Mr Mak, as CFO, also failed to act as a check on Mr Chua's misconduct and instead facilitated the implementation of the transactions in question.[3]

7 Thus, Meta Health says that the conduct of Mr Chua, Mr Koh, Ms Leow, and Mr Mak constituted a concerted breach of their duties to Meta Health: Mr Chua devised and implemented a plan to misappropriate Meta Health's funds through the Gainhealth acquisition, Mr Hong assisted him in executing that plan, and Mr Koh, Ms Leow, and Mr Mak enabled it by their acquiescence and complicity.[4]

8 Meta Health asserts the following claims against the defendants:[5]

(a) for Mr Chua's breaches of his Service Agreement with Meta Health;

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1 SOC, [9].

2 SOC, [10].

3 SOC, [11].

4 SOC, [12].

5 SOC, [13].

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(b) for Mr Chua's, Mr Koh's, Ms Leow's, and Mr Mak's breaches of their statutory and/or common law duties to Meta Health;

(c) for Mr Hong's dishonest assistance in Mr Chua's breaches of his contractual, statutory and/or common law duties to Meta Health;

(d) for Mr Hong's knowing receipt of Meta Health's monies; and

(e) for unlawful conspiracy by all of the defendants to injure Meta Health by misappropriating and diverting its assets under the guise of the acquisition of Gainhealth.

9 Meta Health seeks the following relief:

(1) Against Mr Chua

A declaration that he breached the Service Agreement and an order for payment of the following damages:

(a) the Consideration of S$4,250,000, satisfied partly in cash and partly by the issuance of new ordinary shares in Meta Health, for the acquisition of 85.07% of Gainhealth;

(b) the Performance Bonus of S$2,694,500, satisfied partly in cash and partly by the issuance of new ordinary shares in Meta Health, paid pursuant to the SPA;

(c) the Arranger Fee of S$212,500, satisfied by the issuance of new ordinary shares in Meta Health, pursuant to the Arranger Fee Agreement ("AFA");

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(d) the Additional Arranger Fee of S$134,725, satisfied by the issuance of new ordinary shares in Meta Health, pursuant to the AFA;

(e) the loss of opportunity to withhold or avoid making the payments referred to above, and the resulting loss of use of those funds, including interest thereon, to be assessed; and

(f) reputational harm, to be assessed.

(2) Against Mr Chua, Mr Koh, Ms Leow, and Mr Mak

(a) a declaration that they (either collectively or individually) breached their statutory and/or common law duties to Meta Health.

(b) equitable compensation for their breaches of their statutory and/or common law duties, to be assessed;

(c) an account of all sums misappropriated by them together and each of them and paid away by them or at their direction from Meta Health and an order for payment to Meta Health of all sums found due on the taking of the account; and

(d) an account of all sums received by them together and each of them which were secret profits received by reason of their breaches of their statutory and/or common law duties to Meta Health and an order for payment to Meta Health of all sums found due on the taking of the account.

(3) Against Mr Hong

(a) a declaration that he is liable to account to Meta Health as constructive trustee on the ground of dishonest assistance in the breaches

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of Mr Chua's contractual, statutory and/or common law duties, and an order that he pay those sums found due on the taking of the account to Meta Health;

(b) a declaration that he is liable to account to Meta Health for the value of sums he personally received in cash from Dr Vas on 14 July 2021 and 10 May 2022 or such other sum as the court thinks fit on the ground of knowing receipt.

(4) Against all the defendants jointly and severally

(a) damages for conspiracy to be assessed;

(b) interest;

(c) costs; and

(d) further or other relief.

10 The SPA referred to in the preceding paragraph is a sale and purchase agreement dated 7 June 2021 for the acquisition of 85.07% of Gainhealth for the Consideration of S$4,250,000. The Consideration was payable as follows:

(a) S$3,769,000 in cash to be paid to Padmaja (one of the vendors); and

(b) S$481,000 by the allotment and issuance of up to 13,000,000 ordinary shares in Meta Health to the vendors.[6]

6 SOC, [27], [40].

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11 The vendors were Padmaja, Fu Yijie, and Yeo Kang Nian.[7] Padmaja's husband is Dr Vas (who is referred to at [9] above as the person who had paid certain sums to Mr Hong).

12 The SPA provided not only for payment of the Consideration, but also for payment of a Performance Bonus, subject to certain conditions being fulfilled. That is the Performance Bonus referred to in Meta Health's claim against Mr Chua, as set out in [9] above.

13 Besides the SPA, Meta Health also entered into the AFA in relation to the Gainhealth acquisition, pursuant to which Meta Health agreed to pay S$467,500 to Ms Tan Ker Sin ("Ms Tan") for "coordinating and liaising" with the vendors.[8] That is the AFA referred to in Meta Health's claim against Mr Chua, as set out at [9] above.

14 Dr Vas, Ms Tan, and the Gainhealth vendors are all not parties to this action.

15 The relief Meta Health seeks includes damages, equitable compensation, and an account, in relation to various payments made in cash (including by bank transfers) or by issuance of shares in Meta Health. Meta Health has quantified the total quantum of its claims (in S$ terms) as approximately S$7,291,725, representing the total cash and cash equivalents expended by Meta Health in acquiring 85.07% of the shares in Gainhealth.[9]

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7 SOC, [39].

8 SOC, [28(c)], [32].

9 Law Ren Kai Kenneth's 2nd affidavit filed on 18 November 2025 ("Mr Law's 2nd affidavit") at [14].

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16 Of those payments amounting to S$7,291,725, Meta Health says that the bulk (some S$4,590,992 or 62.96%) took the form of payments made in China, by its Chinese subsidiary, MCE Technologies (Suzhou) Co Ltd ("MCE Suzhou") to various other Chinese parties, Shenzhen Zhi'angxing Information Consulting Co Ltd ("Shenzhen Zhi'angxing"), Guangdong Yufeng Industrial Co Ltd ("Guangdong Yufeng"), and Weibang Human Resources Co Ltd ("Weibang Human Resources").[10] Meta Health says that those China payments were purportedly payments to Padmaja, but as Padmaja was not the legal owner of the Chinese companies which received those payments, she did not receive those payments.

Analysis

Requirements for transfer to the SICC

17 Order 2 rule 4 of the Singapore International Commercial Court Rules 2021 ("SICC Rules 2021") allows for the transfer of cases commenced in the High Court or the General Division, to the SICC, in the following terms:

> **Transfer of case to or from Court (O. 2, r. 4)**
>
> 4.—(1) A case commenced in the High Court or the General Division may be transferred to the Court, if the General Division considers that —
>
> (a) the action, at the time of the making an order for transfer, is of an international and commercial nature;
>
> (b) the requirement in Rule 1(1)(c) is met; and
>
> (c) it is more appropriate for the case to be heard in the Court.

18 The requirement in O 2 r 4(1)(a) that the action "is of an international and commercial nature" tracks O 2 r 1(1)(a) which provides that the SICC has

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[10] Mr Law's 2nd affidavit, [17]–[21].

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jurisdiction if "the action between the parties when the case was first filed is of an international and commercial nature":

> **Jurisdiction (O. 2, r. 1)**
>
> 1.—(1) For the purposes of section 18D(1) of the Supreme Court of Judicature Act 1969, the Court has the jurisdiction to hear and try a case if —
>
> (a) the action between the parties when the case was first filed is of an international and commercial nature;
>
> (b) each party named in the case when it was first filed has submitted to the Court's jurisdiction under a written jurisdiction agreement; and
>
> (c) the parties do not seek any relief in the form of, or connected with, a prerogative order (including a Mandatory Order, a Prohibiting Order, a Quashing Order or an Order for Review of Detention).

19 An "international" action is defined as follows in O 2 r 1(3)(a):

> (3) For the purposes of section 18D(1)(a) of the Supreme Court of Judicature Act 1969 and paragraph (1)(a) —
>
> (a) an action is international in nature if —
>
> (i) any of the following places is situated in a State other than Singapore:
>
> (A) the place of business of at least one party to the action;
>
> (B) the place where a substantial part of the obligations of the commercial relationship between the parties is to be performed;
>
> (C) the place with which the subject matter of the action is most closely connected; or
>
> (ii) all parties named in the case when it was first filed have expressly agreed that the subject matter of the action relates to more than one State; …

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20 There was no disagreement between the parties that the action was of a "commercial" nature, and that no relief was sought in relation to a prerogative order (for the purpose of O 2 r 1(1)(c) and O 2 r 4(1)(b)).

21 Whether the transfer order was correctly made thus depends on:

(a) whether the action is of an "international" nature; and if so

(b) whether it is more appropriate for the case to be heard in the SICC (than to remain in the General Division).

22 Whether the action is of an "international" nature in the present case concerns O 2 r 1(3)(a)(i)(C) of the SICC Rules 2021: is "the place with which the subject matter of the action is most closely connected" "situated in a State other than Singapore"?

23 The registrar held that "the place with which the subject matter of the action is most closely connected" was China, because the bulk of the payments that Meta Health complained of were made in China. Thus, she concluded that the action was of an "international" nature. She also decided that it was more appropriate for the case to be heard in the SICC, and so she ordered the transfer.

Is the action of an "international" nature?

Jurisdiction and procedural matters

24 As a preliminary point, Meta Health had contended that this appeal concerned procedural matters, and as such the appellate Court should intervene "only if substantial injustice will be caused otherwise", pursuant to O 18 r 10 of the Rules of Court 2021:

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> **Appellate intervention only if substantial injustice (O. 18, r. 10)**
>
> 10. In procedural matters, the appellate Court is to allow the lower Court maximum autonomy and intervene only if substantial injustice will be caused otherwise.

25 In oral submissions, however, Meta Health's counsel accepted that if the action were not "international" in nature, the SICC would have no jurisdiction, and if the SICC had no jurisdiction it would not be a "procedural matter" for the registrar to have transferred the action to the SICC . Put another way, if the SICC had no jurisdiction in the present case, the transfer order should be reversed without the court having to consider if "substantial injustice will be caused otherwise". In any event, I consider that transferring an action to a court which has no jurisdiction would, inherently, cause substantial injustice.

Principles for determining "the place with which the subject matter of the action is most closely connected"

26 What then is "the place with which the subject matter of the action is most closely connected" within O 2 r 1(3)(a)(i)(C) of the SICC Rules 2021?

27 An analogous phrase, "the place with which the subject matter of the dispute is most closely connected" is used in s 5(2)(b)(ii) of the International Arbitration Act 1994 ("IAA"), in the definition of an "international" arbitration – in that context, an arbitration is international if (among other things) "the place with which the subject matter of the dispute is most closely connected" is situated outside the State in which the parties have their places of business. The phrase in the SICC Rules 2021 uses the word "action" because it refers to actions in court, whereas the IAA uses the word "dispute" because it refers to disputes that are the subject of an arbitration. There is no difference in substance

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between the two phrases, for the purpose of determining the place with which the subject matter of the action/dispute is most closely connected.

28 The phrase "the place with which the subject matter of the dispute is most closely connected" in s 5(2)(b)(ii) of the IAA ("IAA"), was considered by the court in *Car & Cars Pte Ltd v Volkswagen AG* [2010] 1 SLR 625, where the court stated at [38]:

> the subject-matter of the dispute is also most closely connected with Singapore for various reasons, which include the fact that the Termination of Dealership Agreement was concluded in Singapore, the parties are Singaporean entities, the seat of arbitration is in Singapore, and the governing law is Singapore.

29 Determining "the place with which the subject matter of the action is most closely connected" is essentially the same as the "core inquiry" of determining the place which has the "most real and substantial connection" with the case for the purpose of a *forum non conveniens* analysis: see *Jio Minerals FZC and others v Mineral Enterprises Ltd* [2011] 1 SLR 391 ("*Jio Minerals*") at [109], citing *Spiliada Maritime Corporation v Cansulex Ltd* [1987] AC 460 ("*Spiliada*") at 476.

For corporate governance disputes, "the place with which the subject matter of the action is most closely connected" is prima facie the place of incorporation

30 In the present case, Mr Chua, Mr Koh, Ms Leow, and Mr Mak (*ie*, all of the defendants other than the sixth defendant, Mr Hong) were all directors or officers of Meta Health. Meta Health alleges that in breach of their contractual, statutory and/or common law duties to Meta Health, they caused or allowed Meta Health to acquire Gainhealth (and in relation to that, to enter into the SPA and the AFA – with Meta Health incurring liabilities under those agreements, for which payments were then made purportedly to meet those liabilities). The

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sixth defendant, Mr Hong, is said to be an agent of Mr Chua's; the case against Mr Hong is premised on Mr Chua's breaches: there is a claim against Mr Hong for dishonest assistance in Mr Chua's breaches, and a claim for dishonest receipt of Meta Health's monies (arising from the Gainhealth acquisition and consequential payments). There is also a conspiracy claim against all the defendants, but that too relates to what they did (or failed to do) in relation to the Gainhealth acquisition.

31 In *Oro Negro Drilling Pte Ltd v Integradora de Servicios Petroleros Oro Negro SAPI de CV* [2020] 1 SLR 226 ("*Oro Negro*"), the Court of Appeal held that Singapore was *prima facie* the more appropriate forum as that case (OS 126/2018) involved claims concerning the appellant companies' corporate governance and internal management: at [82]–[84]. Such claims were governed by the law of the companies' place of incorporation – Singapore: at [87]–[89]. Further, although there were alleged torts committed in Mexico, the tort claims were parasitic on the non-tortious claims (*ie*, the alleged breaches of the companies' constitutions) which were governed by Singapore law: at [90]–[91]. In the event, the court concluded that Singapore was the more appropriate forum.

32 In the present case, the starting point is likewise that Singapore is *prima facie* "the place with which the subject matter of the action is most closely connected" given the nature of the claims against the defendants, which are centred on the corporate governance of Meta Health, a Singapore incorporated company. Moreover, as Meta Health's counsel acknowledged, the causes of action are all Singapore law ones.

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The significance (or otherwise) of the China payments

33 Meta Health nevertheless contended that China, rather than Singapore, was "the place with which the subject matter of the action is most closely connected" because the payments made in China made up the bulk of the amount it is now claiming against the defendants.

34 That does not displace the *prima facie* position that the subject matter of the action is most closely connected with Singapore.

35 Meta Health says that, other than its contractual claim against Mr Chua for breach of his Service Agreement, its claims all require damage as an element of the causes of action, and it only suffered damage when the various payments were made – so most of its causes of action were only acquired when the China payments were made.

36 I do not accept this. Meta Health's case is that the Gainhealth acquisition should never have happened: the SPA and the AFA should not have been entered into, Meta Health should not have incurred the liabilities under the SPA and the AFA, and payments should not have been made purportedly to discharge the liabilities under the SPA and the AFA. If everything other than the payments had happened, on Meta Health's case it would already have suffered damage because it had incurred liabilities under the SPA and the AFA that it should not have. That would have supplied the damage necessary for all its causes of action for which damage was an element, save for the knowing receipt claim against Mr Hong – but the knowing receipt claim against Mr Hong was only for payments that Mr Hong had received *in Singapore*, and not the China payments.

37 In *Vibrant Group v Tong Chi Ho* [2022] SGHC 256, the plaintiff sued the defendants in relation to its acquisition of an Australian company (Blackgold

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Australia). The claim against the first and second defendants was for fraudulent, alternatively, negligent misrepresentations that induced the plaintiff to acquire Blackgold Australia; the claim against the third defendant was for negligence in conducting the audit of Blackgold Australia and in preparing the audit report. The court held that Singapore was the appropriate forum as the Alleged Misrepresentations were received and relied upon in Singapore – Singapore was the place of the torts and *prima facie* the natural forum: at [35]. Although steps were taken by the plaintiff in Australia to acquire Blackgold Australia, the court considered the steps taken to acquire Blackgold Australia to be "more in the nature of consequences flowing from the commission of the torts. They are therefore not weighty connecting factors since they have little bearing on the adjudication of the issues in the plaintiff's action in misrepresentation against the second defendant." (At [36].)

38 In the present case, the place of the torts was likewise Singapore. Moreover, unlike *Vibrant Group* where the company acquired was an Australian company and some steps were taken in Australia, in the present case Gainhealth is a Singapore company and (other than the China payments) everything done in relation to the Gainhealth acquisition was done in Singapore.

39 The fact that some payments were made in China needs to be seen in the context of the case as a whole. In *Jio Minerals* at [109], the Court of Appeal did not consider the general connections that the parties have or have had with Singapore, or the fact that the Investment Funds were paid into Singapore bank accounts, to be relevant to the claims in the case; thus they were not relevant to the core inquiry of determining the place which has the "most real and substantial connection" with the case – those factors were not relevant to the dispute, because they were not really and substantially connected with the case at hand.

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40 Ms Leow usefully sets out the key transactions leading up to the acquisition of Gainhealth, all of which took place in Singapore (at [14] of her submissions):

> a. Board meetings and approvals (or lack thereof) relate to a Singapore incorporated company and held in Singapore;
>
> b. The Board's deliberations and decision to acquire Gainhealth were made in Singapore;
>
> c. The acquisition of Gainhealth, including the due diligence and valuation, was carried out in Singapore
>
> d. The independent advisers that were engaged for the acquisition were all engaged in Singapore and were Singapore entities;
>
> e. The Sponsor that gave approval for the acquisition is in Singapore and gave its approval in Singapore;
>
> f. The SPA which contains the terms of the Claimant's acquisition of Gainhealth was executed in Singapore and its governing law is the laws of Singapore;
>
> g. Shareholders' approvals at the EGM for the acquisition of Gainhealth occurred in Singapore;
>
> h. The allotment of shares to Ms Tan took place in Singapore.

41 Notably, Meta Health does not complain about anything the defendants allegedly did *outside Singapore*. The instructions for the China payments were allegedly given by Mr Chua, Mr Mak and/or Mr Hong, but Meta Health's counsel acknowledged that those instructions would have been given *in Singapore*.

42 Just as the court in *Vibrant Group* considered the steps taken in Australia to acquire Blackgold Australia to be in "the nature of consequences flowing from the commission of the torts", the same may be said about the China payments in this case. By the time those payments were made, Meta Health already had complete causes of action relating to those prospective payments once the SPA and the AFA were entered into: it did not need those payments to

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be made, to sue the defendants for the allegedly wrongful acquisition of Gainhealth.

The significance (or otherwise) of Chinese law

43 There is, moreover, no *factual* dispute as to the making or amount of the China payments, as Meta Health's counsel acknowledged. However, Meta Health says there may be *legal* issues relating to those payments, for which Chinese law may be relevant.

44 Meta Health puts forward two such potential legal issues:

(a) what restrictions apply to remittance of money from China to Singapore; and

(b) whether a person who is not the legal owner of a Chinese company can beneficially own it, or otherwise receive money through it.

45 On the first point, Meta Health points to the pleaded case of the first, second and fifth defendants that Meta Health's Chinese subsidiary held funds that were difficult to repatriate back to Meta Health in Singapore due to China's foreign exchange controls, and so the China payments enabled Meta Health to utilise its funds in China without having to rely on its Singapore funds. In its written submissions, Meta Health submitted that "a live issue in dispute is whether Chinese law in fact prohibited the transfer of funds from Chinese entities to Singapore entities."

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46 At the hearing, however, Meta Health's counsel acknowledged that there are restrictions on the transfer of funds out of China, but he said there may nevertheless be issues in that regard.

47 If this even becomes an issue at trial, or at all, it does not displace the overwhelming connections with Singapore. It is common ground that there are some restrictions on the transfer of funds out of China. I would expect that to be something that can be objectively ascertained. It is highly unlikely that the parties would end up with contentious Chinese law expert evidence on the topic, all the more so because it is of peripheral importance. None of Meta Health's causes of action depend on what the restrictions on the transfer of funds out of China are. This was merely the context some of the defendants put forward, as to why some of the payments were made in China rather than in Singapore. If Meta Health wishes to explore that to challenge their credibility or *bona fides*, it is free to do so; but this is not at all central to its claims which focus on the Gainhealth acquisition as being something that should not have happened at all.

48 As for the second issue, Meta Health says although Mr Chua and Mr Mak have pleaded that Padmaja purportedly acknowledged receipt of the China payments, "Padmaja would only be able to say she received the monies if she beneficially owned the Chinese companies since she was not legal owner as evidenced from the respective company profiles disclosed… This raises the question of whether there is a legal requirement in China for ownerships and interests in companies to be disclosed and whether the concept of separate legal and beneficial ownership even exists in China."[11]

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[11] Mr Law's 2nd affidavit, [34].

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49 However, the SPA is governed by Singapore law (not Chinese law), as stated in clause 25 of the SPA.[12] The question thus is, under *Singapore law* were the China payments valid payments to Padmaja under the SPA, especially if (as Mr Chua and Mr Mak say) Padmaja had acknowledged receipt of the China payments? Or are the China payments not valid payments to Padmaja just because Padmaja was not the legal owner of the Chinese companies which received the payments? Meta Health did not put forward any submissions why under Singapore law, the China payments could not be valid payments to Padmaja; it only focused on what it said were potential Chinese law issues.

50 From a Singapore law perspective, Meta Health and Padmaja would generally be free to agree (or, indeed, Padmaja could acknowledge after the fact) which parties / accounts the payments due to Padmaja would be made to. The payments could be made to a bank account in Padmaja's name, or to a company that she owned. But the payments could also be made to some other party. For instance, the payments could be made to her husband, Dr Vas. Or, the payments could be made to a company that she did not own, but to whom she owned money – with the payments going towards discharging or reducing her debt. Or, the payments could be made to a company that she did not own, but for some commercial purpose, *eg*, if she wished to acquire goods or services from that company, which the payments would go towards paying for. Or, Padmaja could simply have wanted to confer a benefit on the recipient, whether an individual or a company.

51 To give a simple example, if Padmaja asked Meta Health to pay for a Chinese mobile phone that she wished to buy, why would that not be a valid

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12 Mr Lee's affidavit dated 2 December 2025, page 22 at 25.

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payment to Padmaja under the SPA, just because Padmaja did not own the Chinese company that made the mobile phone?

52 I thus doubt if there is (in the present case) any relevant issue of Chinese law as to whether only a Chinese company, or its legal owner, can be regarded as having received a payment made to that company.

53 The issue rather is whether, under Singapore law which governs the SPA, the China payments were payments to Padmaja, especially if (as Mr Chua and Mr Mak say) Padmaja acknowledged that they were.

54 In any event, if there were any relevant issue of Chinese law in this regard, it would be of peripheral importance: it is not central to Meta Health's claims which focus on the Gainhealth acquisition as being something that should not have happened at all. Moreover, whether (under Chinese law) payments to Chinese companies can be regarded as payments to anyone other than the companies or their legal owner, is a matter which I would expect the parties could get an answer to without the need for contested expert evidence on Chinese law; but the parties should consider whether Chinese law is even relevant in the first place.

55 Meta Health's own position as to the composition of the *coram* if the case were transferred to the SICC belies its emphasis on Chinese law as a significant factor justifying transfer. Meta Health's lawyers' letter to court dated 19 February 2026 stated that Meta Health "would suggest OC 737 be heard by three Judges with two Judges qualified in or familiar with Singapore law and one Judge qualified in or familiar with Chinese law. In the event the court is minded to order a single Judge, then we would suggest a single Judge qualified or familiar with Singapore law."

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56 Thus, although Meta Health had emphasised the significance of Chinese law in seeking the transfer, after the transfer order was made Meta Health expressed a preference for a single Singapore judge (if a *coram* of one) or a majority of Singapore judges (if a *coram* of three). This shows that Meta Health itself recognises that the action has more to do with Singapore law than Chinese law. Indeed, that is consonant with Meta Health's acceptance that its causes of action are all Singapore law ones.

57 Finally, although the bulk of the cash payments (in number and value) were China payments, and the China payments make up most of Meta Health's quantified claim amount of S$7,291,725 (the China payments totalling S$4,590,992, or 62.96% of S$7,291,725), the balance of Meta Health's quantified claim amount, *ie*, S$2,700,733 (37.04% of S$7,291,725) comprises cash payments in Singapore as well as Meta Health shares issued in Singapore. Moreover, Meta Health has a claim for reputational harm, to be assessed – that too would be Singapore-centric, not China-centric.

58 For the above reasons, I conclude that "the place with which the subject matter of the action is most closely connected" is Singapore, it is not "situated in a State other than Singapore" such that the action is "international" in nature. Accordingly, the SICC has no jurisdiction to hear and try the case, and the case cannot be transferred to the SICC.

Is it more appropriate for the case to be heard in the SICC (than for it to remain in the General Division)?

59 In view of my conclusion above that the case is not an "international" one and so the SICC does not have jurisdiction, the case cannot be transferred to the SICC. It is thus unnecessary for me to decide whether (if the SICC had

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jurisdiction) it would have been more appropriate for the SICC to hear the case (rather than for it to remain in the General Division).

60 I nevertheless offer the following observations on the two points put forward by Meta Health as to why it would have been more appropriate for the SICC to hear the case:

(a) under O 16 r 8 of the SICC Rules 2021, questions of foreign law can be determined based on legal submissions rather than expert evidence; and

(b) under O 13 r 15 of the SICC Rules 2021, the SICC may, if the parties agree, disapply any Singapore law rule of evidence and apply other rules of evidence instead.

61 On the first point, I have earlier explained why I am sceptical that there will be any relevant contested Chinese law issues at trial.

62 On the second point, Meta Health says that, if it can get Padmaja and/or Dr Vas to agree to testify, the SICC can receive such evidence by video-link without Meta Health having to satisfy the requirements under s 62A of the Evidence Act 1893. Under that section, a person may, with the permission of the court, give evidence by video-link if "it is expressly agreed between the parties to the proceedings that evidence may be so given" (s 62A(1)(b)) or "the court is satisfied that it is expedient in the interest of justice to do so" (s 62A(1)(d)).

63 Meta Health says that if the matter remained in the General Division, it would need to get the court's permission for Padmaja and/or Dr Vas to give

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evidence by video-link, whereas under O 13 r 15 it could simply persuade the SICC to disapply s 62A of the Evidence Act.

64 The distinction, however, is illusory:

(a) Whether the matter remains in the General Division, or proceeds in the SICC, Meta Health would have to persuade the court to allow Padmaja and/or Dr Vas to give video-link evidence, whether the court's decision takes the form of the General Division granting permission under s 62A of the Evidence Act, or the SICC disapplying that section under O 13 r 15 of the SICC Rules 2021. It is far-fetched to suggest that the SICC would agree to receive video-link evidence if the circumstances are such that video-link evidence is inappropriate and a court dealing with an application under s 62A of the Evidence Act would not have given permission.

(b) Under O 13 r 15 of the SICC Rules, an application (to disapply Singapore law rules of evidence and apply other rules instead) can only be made if all parties agree on the Singapore law rules of evidence to be disapplied, and the other rules to be applied instead. Put simply, Meta Health would need to get the defendants to agree. There is no indication that if Meta Health wished to call Padmaja and/or Dr Vas as its witnesses, the defendants would oblige by agreeing that such testimony could be by video-link (for the purpose of disapplying s 62A of the Evidence Act under O 13 r 15 of the SICC Rules). But if Meta Health were able to obtain the defendants' agreement to Padmaja and/or Dr Vas testifying by video-link, Meta Health could equally use that agreement as the basis (under s 62A(1)(b) of the Evidence Act) to apply s 62A for the court to permit evidence by video-link.

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Conclusion

65 For the above reasons, I allow Ms Leow's appeal in RA 47. That appeal is against the whole of the registrar's decision in SUM 3411 (Meta Health's application for transfer) given on 12 February 2026, and so I set aside the transfer order as well as the orders that Mr Chua, Mr Koh, and Ms Leow each pay Meta Health $2,000 in costs.

66 Unless the parties can agree on costs of RA 47 and SUM 3411, they are to file their costs submissions, limited to five pages excluding any schedule of disbursements, by 3 June 2026. In relation to SUM 3411, this also applies to Mr Chua, Mr Koh, and Mr Hong.

Andre Maniam
Judge of the High Court

Vikram Nair, Ashwin Kumar Menon (Rajah & Tann Singapore LLP)
for the claimant;
Foo Maw Shen, Chua Hua Yi and Goh Jia Jie (FC Legal Asia LLC)
for the third defendant.

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