

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

[2025] SGHCR 40

Originating Claim No 719 of 2023 (Summons No 3028 of 2025)

Between

Exterian Capital Pte Ltd

... Claimant

And

- (1) Adrian Wong Jun Jie
- (2) Josephine Louise Richardson
Limited

... Defendants

GROUNDS OF DECISION

[Civil Procedure – Pleadings – Amendment – O 9 r 14 of the Rules of Court 2021]

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Exterian Capital Pte Ltd
v
Wong Jun Jie Adrian and another

[2025] SGHCR 40

General Division of the High Court — Originating Claim No 719 of 2023
(Summons No 3028 of 2025)

Registrar Jill Tan

11 November 2025, 3 December 2025

30 December 2025

Registrar Jill Tan:

1 This case raised an unusual scenario in which the 1st defendant, after filing his Defence and seeking to set aside *Mareva* and proprietary injunctions which had been issued against him, was presented with new evidence that was contrary to his case. This new evidence had been placed before the court by the claimant in its committal application against the 1st defendant for failure to comply with his disclosure obligations under the injunctions. The 1st defendant then effectively retracted his initial position and adopted a new position consistent with the new evidence. After the committal application was dealt with, he sought to amend his Defence so that it would be consistent with his new position. I allowed the amendment application HC/SUM 3028/2025 (“**SUM 3028**”) on the peculiar facts of the case. These are the grounds of my decision, which incorporate and supercede the reasons I gave for my decision when I rendered judgment.

Background facts

2 The essential background facts to the main suit, HC/OC 719/2023 (“**OC 719**”), were as follows. FM Global Logistics Holdings Berhad (“**FM**”) was the ultimate holding company of the claimant. FM also partially owned a shipyard (“**the Shipyard**”) located in Trang province, Thailand. As the Shipyard ran into financial difficulties and defaulted on a THB 232m loan it had obtained from KrungThai Bank (“**KTB**”), it was intended that the Shipyard undergo a Court Rehabilitation Plan (“**CRP**”) in Thailand. Pursuant to this, a Thai “White Knight” company named Unicorn Asset Management Co Ltd (“**Unicorn**”) was set up. It was 49%-owned by the 2nd defendant and 51%-owned by the claimant’s nominees. It was the claimant’s case that the 1st defendant, as a lawyer at the material time, advised them on the above, and the “White Knight” would make investments into the Shipyard pursuant to the CRP.

3 It was also the claimant’s case that after the 2nd defendant was incorporated, the claimant paid, or procured FM and its subsidiary, FM Global Logistics (M) Sdn Bhd, to pay several sums into a bank account held by the 2nd defendant with the Oversea-Chinese Banking Corporation Ltd (“**OCBC account**”). Four such payments were at the heart of the dispute: the First Payment was made on or about 5 May 2020, the Second Payment was made on or about 8 July 2020, the Third Payment was made on or about 1 October 2020, and the Fourth Payment was made on or about 16 February 2021.¹ These “**Four Payments**” totalled USD 1,316,400.

4 The claimant’s case was that the First Payment was requested by the 1st defendant to “demonstrate [the 2nd defendant’s] financial ability to the Thai

¹ Statement of Claim (Amendment No. 1) at para 28.

Court”, as it was “pivotal” to the court’s approval of the CRP. The invoice issued for the First Payment stated that it was for “equity participation into the business reorganisation” of the Shipyard. The Second, Third and Fourth payments were subsequently sought by the 1st defendant, and for each payment, an invoice citing the same reason was issued.²

5 The claimant contended that the Four Payments were not used for the sole purpose for which they were deposited, that is, for the CRP. Thus, in OC 719, the claimant (among other things) claimed damages against the 1st defendant. This claim was grounded in fraudulent misrepresentation; further or in the alternative, negligence; further or in the alternative, dishonest assistance in breach of trust. The 1st defendant refuted the claim and contended that the Four Payments were properly applied.

6 In SUM 3028, there were undisputed and disputed amendments.

Undisputed amendments

7 The undisputed amendments were at paragraphs 1.4(c), 1.18, 1.28(b)(i), 1.28(b)(iii), 1.36(c) (line 3), and 1.42 of the Defence.

8 The first undisputed amendment sought to amend the year of establishment of SBC International Law Associates Co. Ltd, a Thai law firm with which the 1st defendant is associated. The remaining undisputed amendments were essentially clerical. The claimant did not object to those amendments, and I saw no issue with granting them. I therefore granted the application for the undisputed amendments to be made.

² Statement of Claim (Amendment No. 1) at paras 23, 25 and 26.

Disputed amendments

9 The disputed amendments were classified by parties into three categories, which I adopted. These were:

(a) The “**Requestor Amendment**”, which related to paragraph 1.28(b)(ii) of the Defence, concerning the 1st defendant’s assertion as to *who* requested him to apply the Four Payments towards funding the operations and expenses of the Shipyard. In the Defence, the 1st defendant named only Mr Chew Chong Keat, the Managing Director of FM. In his amendment application, he wished to add the words “and/or Mr Nick Wu Qingzhi”.

(b) The “**Payment Amendments**”, which related to a table in paragraph 1.30 of the Defence, itemising *how* the 1st defendant applied the Four Payments. The original table contained 20 items (“**original table of payments**”), while the amended table contained 52 (“**amended table of payments**”). Apart from the items setting out each of the Four Payments, all the other items in the amended table of payments showing how the monies were spent were different either in description, or amount, or both.

(c) The “**Utilisation Amendments**”, which related to *when* the Four Payments had been fully utilised, and which were at paragraphs 1.31, 1.32(b) and 1.36(c) (line 4) of the Defence. The Defence stated that the monies had been fully utilised by “Aug/Sept 2021”, and the amendment sought to change it to “around June 2021”. Counsel for both parties agreed during the hearing that the Utilisation Amendments were a

necessary consequence of the Payment Amendments, and these would thus stand or fall together.

Procedural history

10 Some key features of the *procedural history* of this claim were relevant, as they led to different versions of events being put before the court, and simultaneously grounded the 1st defendant's reasons for his amendment application, and the claimant's reasons for opposing the disputed amendments.

11 These key features arose because on the same day OC 719 was filed (19 October 2023), the claimant sought *Mareva* and proprietary injunctions against the defendants. The injunctions were granted on 20 October 2023 (HC/ORC 4975/2023) (“**ORC 4975**”), and among other things, the defendants were ordered to disclose to the claimant in writing full details of:

- (a) The location at which, means and party by whom the Four Payments (whether in full or in part) were held, including full details of all bank accounts in which the Four Payments (whether in full or in part) were held; and
- (b) All movable and immovable assets which were purchased using or which represent the Four Payments (whether in full or in part).

12 The 1st defendant was apprised of ORC 4975 by 24 October 2023 but did not immediately comply with it. The following then took place:

- (a) On 14 February 2024, the 1st defendant filed his Notice of Intention to Contest or Not Contest. He filed his Defence on 8 March 2024.

(b) On 18 March 2024, the 1st defendant filed an affidavit to address the disclosures ordered in ORC 4975. At paragraph 14 therein, he stated that the Four Payments had been applied as stated in the original table of payments at paragraph 1.30 of his Defence.

(c) The 1st defendant then applied to set aside ORC 4975, through HC/SUM 765/2024. His supporting affidavit dated 20 March 2024 gave details about how the Four Payments were utilised, based on email updates sent by him to Mr Chew and Mr Chan Ying Wei (the Group Financial Controller of FM). The 1st defendant re-affirmed (at paragraph 71) the correctness of the original table of payments and paragraph 1.30 of his Defence. He also stated (at paragraph 55(d)), in respect of the Third Payment and “the Sept 2020 budget”, that he understood from Mr Nick Wu Qingzhi “at the material time” that the Shipyard required “urgent funds for its operations and that Nick had already obtained Mr Chew’s approval”. Mr Wu was not mentioned in respect of any of the other Payments.

(d) On 1 April 2024, the claimant filed an application for permission to make a Committal Application (HC/SUM 873/2023) (“**SUM 873**”) against the 1st defendant for his failure to comply with his disclosure obligations under ORC 4975.

(e) On 2 May 2024, Mr Chew filed an affidavit responding to the 1st defendant’s affidavit of 20 March 2024. In this affidavit, Mr Chew contradicted the 1st defendant’s version of events in the original table of payments, using information from statements of account of the 2nd defendant’s OCBC account (“**OCBC bank statements**”), and from Unicorn’s bank account (*eg*, at paragraphs 27, 32 and 43).

(f) On 24 June 2024, the 1st defendant withdrew his application to set aside ORC 4975.

(g) On 8 July 2024, the 1st defendant filed an affidavit in reply to SUM 873. In this affidavit, he sought to give a “fresh account” of the Four Payments after having seen the OCBC bank statements produced in Mr Chew’s said affidavit. The 1st defendant asserted that as these bank statements had not been available to him when he made his affidavit of 20 March 2024, this “fresh account” would supercede his original account of how the Four Payments were utilised.

(h) On 3 October 2024, the Committal Order (HC/CMT 9/2024) sought by the claimant was granted by Justice Choo Han Teck, who imposed a fine of \$5,000 and a suspended imprisonment term of four weeks on the 1st defendant. The 1st defendant was given four weeks to comply with his remaining disclosure obligations under ORC 4975. In arriving at this decision (*Exterian Capital Pte Ltd v Wong Jun Jie Adrian and another* [2024] SGHC 254), Choo J noted (at [17]) that the disclosures made by the 1st defendant in his affidavits of 20 March 2024 and 8 July 2024 were “materially different”. Choo J also found that the 1st defendant’s explanation for his “fresh account” was misleading, since the 1st defendant was “in control of the movements of the Four Payments [and] wielded the ability to account for the transactions” even without the OCBC bank statements. Choo J also noted (at [18]) that the disclosures in the 8 July 2024 affidavit omitted relevant supporting documents required by ORC 4975, and that the 1st defendant thus remained in contempt.

(i) On 6 February 2025, the claimant filed an application to lift the suspended imprisonment term (HC/SUM 315/2025) (“**SUM 315**”). In response thereto, the 1st defendant filed an affidavit on 24 March 2025 giving a further account of the Four Payments and producing the additional supporting documents. The claimant’s application was dismissed by Choo J on 4 August 2025.

13 With the above facts in mind, I turned to the applicable law for the present application.

Applicable Law

14 The principles relevant to an application for the amendment of pleadings under O 9 r 14 of the Rules of Court 2021 (“**ROC 2021**”) were not disputed. As summarised by the High Court in *Wang Piao v Lee Wee Ching* [2024] 4 SLR 540 (“*Wang Piao*”) at [40], the court applies a three-stage analytical framework:

“(a) First, the court should determine the stage of proceedings at which the amendments are sought. ... [T]he 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 could 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.”

15 In respect of what amounted to a “second bite of the cherry”, the claimant relied on *W Power Group EOOD v Ming Yang Wind Power*

(International) Co Ltd [2024] SGHC(I) 29 (“***W Power Group***”). In that case, the Singapore International Commercial Court (“**SICC**”) denied an application to amend the statement of claim (“**SOC**”), which had been raised only at the close of the hearing of an application to strike out the SOC. The SICC noted (at [152]) that if the effect of an amendment was “to raise a substantially different claim to the case originally propounded, the courts will be hesitant in granting leave having regard to the potential prejudice to the other party to the litigation.” It further noted (at [153]) that a party having a “second bite of the cherry” was “not limited to circumstances where leave is sought after judgment but certainly extends to circumstances where the applicant seeing difficulties in its case seeks to amend to propound a new and contradictory case.” In *W Power Group*, the amendments sought were not granted, due in no small part to a lack of particularisation of the new matters pleaded, a failure to plead material facts, and the making of vague allegations which would be impossible for the defendant to plead to.

16 The claimant also submitted, based on an extract from “Singapore Court Practice” at [9.14.4], that the case law which preceded the ROC 2021 now needed to be read in the light of the Ideals of the ROC 2021. Thus, it was submitted that for amendments to pleadings, the courts now needed to consider whether the amendment was “necessary, material, practical and proportionate to the issues in the action, and whether the amendment would be fair to the other party.” Further, if an amendment “seeks to introduce ... [a] doubtful claim or issue which would involve work that is not cost-effective or is disproportionate ... permission may not be granted.” Insofar as this suggested that the approach under the ROC 2021 for dealing with amendments to pleadings would be *generally more restrictive* than under the ROC 2014, I was cautious not to accept this argument wholesale. This was because this proposition was

specifically considered by the High Court in *Wang Piao* and rejected. In that case, the Court (at [11]) took the view that it was only in the specific situation prescribed in O 9 r 14(3) that the ROC 2021 prescribes a more restrictive approach. Thus, while regard must be had to the Ideals, the principles propounded by case law and summarised in *Wang Piao* still stood.

Issue

17 Applying the three-stage framework set out in *Wang Piao*, the following three questions needed to be answered in determining whether the disputed amendments should be allowed:

- (a) Whether the disputed amendments were being sought at a late stage of the proceedings and if so, whether the 1st defendant had sufficiently justified why he was making this application for amendment more than a year after filing his Defence;
- (b) Whether the disputed amendments would enable the real question in controversy to be determined, and in this regard, whether the application had been made in bad faith; and
- (c) Whether the 1st defendant was effectively seeking a second bite of the cherry and if so, whether the amendments would cause prejudice to the claimant that could not be compensated in costs.

Assessment and Decision

First question: Whether the disputed amendments were being sought at a late stage of the proceedings and if so, whether the 1st defendant had

sufficiently justified why he was making this application for amendment more than a year after filing his Defence

18 The 1st defendant submitted that he had indicated to the court, through his counsel, a desire to amend the Defence as early as 30 May 2024. However, he held back on any such application as SUM 873 (for the committal) was ongoing at the time, after which SUM 315 (for lifting the suspended imprisonment term) had to be dealt with. The claimant had also indicated an intention to amend its SOC, and the 1st defendant contended that it would not be sensible for him to propose amendments to his Defence pending receipt of the claimant’s amendments. Thus, he filed his application in October 2025, only after his committal had been dealt with, after receiving the claimant’s amended SOC, and after the claimant objected to several of the proposed amendments to the Defence.³

19 The claimant noted that the documents supporting the 1st defendant’s amendments, particularly those provided in his affidavits of 8 July 2024 and 24 March 2025, predated his Defence of 8 March 2024. The claimant therefore submitted that the 1st defendant was able to make his application for amendment much earlier, and that this was a belated application made only after it was clear that his original Defence was unsustainable.⁴

20 Although more than two years had passed since the filing of the SOC, my view was that the case was not yet at an “advanced” stage, insofar as parties were still at the pleadings stage, and no directions had been given for the filing of affidavits of evidence-in-chief (“AEICs”) or production of documents. Since

³ 1st defendant’s written submissions (7 November 2025) at paras 20 to 26, 32 to 35.

⁴ Claimant’s written submissions (7 November 2025) at paras 19 and 21.

the amendments were not being sought at a late stage of the proceedings, the next question of whether the 1st defendant had justified the delay in bringing this application did not need be answered.

21 Nevertheless, if I had to answer the next question, I would have found as follows. The “delay” in proceedings caused by the filings of SUM 873 and SUM 315 arose due to the 1st defendant’s failure to comply with his disclosure obligations under ORC 4975. He would therefore not have been entitled to use this as a justification for his failure to apply to amend his Defence earlier, since it was well within his power to comply with his disclosure obligations and have the case move on.

Second question: Whether the disputed amendments would enable the real question in controversy to be determined, and in this regard, whether the application had been made in bad faith

22 The 1st defendant submitted that the disputed amendments clarified matters in relation to the Four Payments and thus allowed the real question in controversy to be determined. Specifically, the Requestor Amendment clarified the source of the instructions to him for the application of the Four Payments, while the Payment Amendments clarified how the Four Payments were applied. By extension, the Utilisation Amendments aligned the dates by which the Four Payments were utilised, with the Payment Amendments.⁵

23 The claimant submitted as follows. First, the Requestor Amendment “obscure[d] or camouflage[d] the identity” of the person or persons who allegedly requested for payments to be made on the Shipyard’s behalf. It would

⁵ 1st defendant’s written submissions (7 November 2025) at paras 53 and 55.

therefore not enable the real issues in controversy to be determined and would give rise to cost-ineffective work by raising the possibility of a party having to call Mr Wu to testify at the trial. Second, the Payment Amendments presented a vastly different version of events from what was in the original Defence, which the 1st defendant had initially affirmed to be true in two affidavits. This therefore cast doubt on the truth of the disputed amendments, which were made in bad faith, due to the 1st defendant's evolving account of events and the lack of a substantive explanation for the new numbers, dates and descriptions raised in the Payment and Utilisation amendments.⁶

24 I first considered the Requestor Amendment. In his affidavit of 20 March 2024, the 1st defendant mentioned Mr Wu only in respect of the Third Payment. While the amendment ostensibly extended this to all Four Payments at first blush, this was not the case on closer examination of the amendment, which was only in respect of the Shipyard's "operations and expenses". In paragraph 1.28(b) of the Defence, these were listed separately from the expenses relating to the "White Knight" Plan and CRP, as well as interest payments to KTB. Based on the items listed in the 1st defendant's amended table of payments, there appeared to be only nine items that fell under this classification – items (3), (28), (30), (35), (37), (43), (44), (49iii) and (51iii). There was therefore sufficient particularisation of matters relating to the Shipyard's "operations and expenses", which the claimant could reply to. I also observed that Mr Wu's involvement could be further narrowed to a subset of those nine items by reference to the table exhibited at Tab 6 of the 1st defendant's affidavit of 8 July 2024, since in his elaborations therein, he referred to Mr Wu only in item 22 in that table.

⁶ Claimant's written submission (7 November 2025) at paras 33 to 35.

25 Thus, while the Requestor Amendment potentially expanded the scope of the court's inquiry as to who requested the 1st defendant to make payments on the Shipyard's behalf, this in itself was not a reason to refuse the amendment, if it genuinely identified a second person who might have authorised the utilisation of the funds. As this amendment merely added one other person to the potential "requestors" and was fairly narrow in scope, I disagreed with the claimant that this amendment would "obscure or camouflage" the identity of who made the requests on the Shipyard's behalf, and that it would give rise to cost-ineffective work. My view was that the Requestor Amendment would go further towards ascertaining if and how the 1st defendant was authorised to utilise portions of the Four Payments.

26 Concerning the Payment Amendments, the claimant did not directly contend that these would not enable the real issues in controversy to be determined, but pointed to the 1st defendant's changing account of events to support its argument of bad faith. I acknowledged that the 1st defendant's tardiness in complying with his disclosure obligations under ORC 4975 raised the question of why he was seemingly reluctant to disclose the information earlier. He would also need to satisfactorily explain how he, who had oversight of the CRP and the monies paid pursuant to the Four Payments, could have given two such different accounts of how the Four Payments were utilised. That said, his credibility and the truth of his initial or current versions of events were matters to be determined at trial. Since the 1st defendant's new version of events was ostensibly consistent with the OCBC bank statements and appeared to be supported by a host of receipts/invoices, I was not prepared at this juncture to conclude that his new version of events was untrue, and therefore that the amendment application was made in bad faith.

27 To sum up, my view was that the Requestor Amendment and Payment Amendments would enable the real question in controversy between the parties to be determined, that is, who instructed the 1st defendant in respect of the utilisation of the Four Payments, and how they were utilised. By extension, this would be so for the Utilisation Amendments, since they reflected when the monies were used up, in accordance with what was shown in the Payment Amendments. For the reasons given above, I was also not prepared at present to conclude that the application was made in bad faith.

Third question: Whether the 1st defendant was effectively seeking a second bite of the cherry and if so, whether the amendments would cause prejudice to the claimant that could not be compensated in costs

28 The 1st defendant submitted that since this was the first time he was applying to amend his Defence, it could not be said that he was seeking a “second bite of the cherry”. He added that because the amendments would align his Defence with the substantial evidence produced thus far in his affidavits, it could not be said that the claimant was taken by surprise. As for the fact that the claimant would need to give fresh instructions to its solicitors, assess the amendments and be advised afresh, this was precisely the type of prejudice that could be compensated by costs.⁷

29 The claimant submitted that the 1st defendant was attempting to “resuscitate and materially recast” his case. In the words of the SICC in *W Power Group*, he was seeking to propound a new and contradictory case, having seen the difficulties in his case. The claimant also submitted that it would be unjust to allow the disputed amendments because the claimant would then need

⁷ 1st defendant’s written submissions (7 November 2025) at paras 64, 66 and 68.

to meet a reinvented case, and its solicitors would need to study the disputed amendments, take instructions thereon, and advise the claimant afresh. This would take time, and served to wear out the claimant.⁸

30 Although this was the 1st defendant's first amendment application, it did not mean that he could not be effectively seeking a "second bite of the cherry". In this regard, I agreed with the claimant that the 1st defendant was seeking to materially recast the main planks of his Defence, having seen that it could not stand. Nevertheless, while a court should be hesitant to allow amendments in such a scenario, this did not mean that the court was prohibited from doing so. In my view, a real difficulty would arise if the 1st defendant was not permitted to amend his Defence. This was because he would be compelled to adhere to the original Defence, despite there being clear evidence that certain matters pleaded therein concerning the Four Payments could not stand. The question would then arise as to what he would depose to in his AEIC. It would be awkward for him to revert to his original version of events which he had rejected, and to be prevented from putting forth the new version which he had already attested to. Yet, since both versions had been put before the court, the claimant's counsel would almost certainly cross-examine him at trial on the different versions. Further, the documentary evidence which grounded the amended Defence (such as the OCBC bank statements) would inevitably be placed by the claimant into evidence at trial, and the 1st defendant cross-examined thereon. Thus, even if the disputed amendments were not allowed, the court and parties would need to grapple with both versions of events.

⁸ Claimant's written submissions (7 November 2025) at paras 42, 44 and 45.

31 During the hearing, I asked counsel for the claimant to address me on this difficulty. Her response was that if the 1st defendant was not allowed to amend his Defence, then his new version would come into play only in cross-examination. However, if he was allowed to amend his Defence, then the claimant would need to review the amendments to ascertain if they lined up with the evidence. She likened it to a scenario where a different version of events emerged during trial, and a defendant thereafter attempted to amend his pleadings, which was unlikely to be allowed. I rejected the latter analogy, as this was not a case where new facts only emerged during trial. The new facts have emerged well before trial, and the claimant would have ample opportunity to consider any amendments and deal with them. In fact, since affidavits had already been filed by the claimant dealing with the new version of events, the claimant would not be treading new ground. Ultimately, while the 1st defendant was effectively “seeking a second bite of the cherry”, my view was that the peculiar facts of this case compelled me to allow the amendments.

32 In this regard, while I accepted that allowing the amendments would put the claimant to more trouble as the claimant’s solicitors would need to study the amendments, advise the claimant thereon and determine whether a Reply needs to be filed, these were precisely the types of additional or consequential work that could be addressed by costs. My view therefore was that any prejudice suffered by the claimant as a result of the amendments could be compensated by costs. On the submission that the amendments would delay the disposition of the case and wear out the claimant, I noted that the delay thus far was caused by the 1st defendant’s failure to comply with the disclosure obligations, which had already been dealt with through the committal proceedings.

33 All things considered, my view was that the disputed amendments should be allowed, and I so ordered. After I rendered my decision, I heard parties on costs.

Costs

Consent orders

34 Parties agreed that the determination of whether the 1st defendant was to pay the claimant costs thrown away (and if so, the quantum of costs), in relation to the original Defence, insofar as it was different from the amended Defence, should be reserved to the trial judge. They also agreed that the consequential costs as a result of the amendments, be reserved to the case conference registrar. I therefore so ordered.

Costs of the amendment application

35 On the costs of the amendment application, it was not disputed that the Guidelines for Party-and-Party Costs Awards in the Supreme Court of Singapore (“**Appendix G**”) applied, with the range costs for amendments of pleadings (excluding disbursements) being \$1,000 to \$6,000.

36 The claimant submitted that the costs awarded to the 1st defendant should be \$1,300 (all in). The main reason given was that the 1st defendant had not explained why his account had changed, because if he had, the claimant might not have resisted the application. The 1st defendant sought costs of \$6,000 including disbursements, which were stated to be \$1,200. This was on the basis that the application was necessitated by the claimant’s objections, when there was no strong ground for it.

37 I noted that the substantive hearing of the matter, together with the rendering of my judgment and arguments on costs, lasted just over two hours. The legal issues engaged in the application were not complex, and the substantive written submissions were not long. Each party filed only one affidavit for the application, and although numerous previous affidavits were referred to, these concerned matters that parties were already familiar with. I therefore saw no reason to award costs on the higher end of the scale, as sought by the 1st defendant.

38 Although I allowed the 1st defendant's application, as noted above, I found myself compelled to do so because of the peculiar circumstances of the case. My view therefore was that this was not a case where the claimant had unreasonably resisted the application. All things considered, I awarded the 1st defendant costs of \$1,300 (all in).

Jill Tan
Registrar

Nicole Ng (Rajah & Tann Singapore LLP) for the
claimant/respondent;
Rasveen Kaur (Meritus Law LLC) for the first defendant/applicant.