IPOS25


July 2026

Dear readers

Welcome to the latest IP & tech dispute resolution developments in Singapore.

**Court decisions**

*The Timken Company v United Shipping Services Pte. Ltd.* [2026] SGHCR 32

This striking-out application arose in the context of trade mark infringement proceedings commenced by The Timken Company ("Timken") against United Shipping Services Pte Ltd ("USS"). In the main proceedings, Timken alleged that USS had infringed its trade marks by importing and selling counterfeit bearings bearing Timken's registered trade marks and providing falsified certificates bearing those marks to ST Engineering Aerospace Systems Pte Ltd ("STEAS"). The allegedly counterfeit bearings were supplied for use in military aircraft belonging to the Republic of Singapore Air Force. USS brought third-party proceedings against STEAS on the basis that STEAS would be liable in contribution or as a joint tortfeasor if infringement were established. The Court struck out the third-party proceedings because USS had not pleaded a viable basis on which STEAS was liable to Timken for the same damage or had participated in the alleged infringement as a joint tortfeasor. The decision also considers the requirements for accessorial liability in tort and notes that recent developments in English law provide a compelling impetus for the Singapore position to be reconsidered by the Court of Appeal when the issue next arises for determination. The case was reported in The Business Times under the headline "High Court rejects bid to bring ST Engineering unit into trademark infringement suit over RSAF aircraft parts" (7 August 2026).

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Samsung E&A (Thailand) Co, Ltd and another v Linklaters LLP and others [2026] SGHCR 31

In the underlying proceedings, Samsung E&A (Thailand) and Saipem Singapore sought injunctions restraining Linklaters from acting for Thai Oil in a Singapore-seated arbitration. Among the claimants' objections was that Linklaters' concurrent representation of Thai Oil in the arbitration and Petrofac entities in connection with Petrofac's restructuring gave rise to an alleged risk that the claimants' confidential and privileged information might be disclosed or misused.

The present decision, which was issued to the parties in unredacted form but published with redactions, dealt only with the claimants' application for production of 34 categories of documents. The Court ordered production in respect of four categories and declined to order production in respect of the remaining categories. The decision considers the materiality requirement for specific production, the "special case" exception for internal or private correspondence, legal advice privilege and implied waiver, and the circumstances in which judicial inspection or a confidentiality-club arrangement may be appropriate in relation to documents alleged to be privileged. It did not determine whether Linklaters should be restrained from acting.

*Anurag Avula and another v MatchMove Pay Pte Ltd* [2026] SGHC 123

This case arose from a dispute concerning MatchMove Pay Pte Ltd's alleged failure to complete the buy-back of shares held by the claimants following its acquisition of an e-commerce company which they had founded. MatchMove applied to seal the entire case file on the basis that the claimants' supporting affidavit contained confidential and commercially sensitive information. The Court declined to seal the whole file, but ordered the supporting affidavit to be sealed and a version redacting the commercially sensitive information to be made available for public inspection. It held that a private obligation of confidentiality was not, without more, sufficient to outweigh the fundamental principle of open justice. An applicant must also show a real risk of personal or commercial harm from disclosure, or prejudice to the proper administration of justice. The decision emphasises that, even where sealing or redaction is justified, any order must be precise and narrow in scope so as not to unduly encroach upon the interests of open justice.

Update: *Salutica Allied Solutions Sdn Bhd v Apple South Asia Pte. Ltd.* [2026] SGHCR 22 (covered in last month's newsletter) was upheld on appeal. No publicly available written grounds of decision are presently available.

**Other commercial, technology and dispute-resolution cases of interest**

The following recent decisions are not substantive IP decisions but may nevertheless be of interest to readers.

- *Re Mirror Trading International (Pty) Ltd (in liquidation) and others* [2026] SGHC 146 concerned the recognition in Singapore of the South African liquidation of a cryptocurrency trading platform as a foreign main proceeding. The liquidators had identified 29 potential defendants and possible avoidance claims amounting to approximately S$22 million in Singapore. Recognition enabled the liquidators to investigate and administer MTI's affairs and property in Singapore and gave them standing to commence avoidance or clawback actions under Singapore law. The relief granted did not, however, permit the repatriation of assets or proceeds without the Court's permission.

- *GNC Holdings LLC v ONI Global Pte Ltd and another* [2026] SGHC(I) 11 and [2026] SGHC(I) 13 arose from the enforcement of an arbitral award concerning the post-termination transfer and reopening of 54 former GNC franchise stores in Singapore. The award contemplated GNC deciding which stores it would reopen as GNC-branded stores, based on lease documentation to be provided by the defendants, and offering continued employment to store-level and non-executive employees at the selected stores. In [2026] SGHC(I) 11, the Singapore International Commercial Court held that the award did not require the defendants to provide GNC with the employees' contracts and related information before GNC made its selection. In [2026] SGHC(I) 13, the Court held that the obligation to provide lease documentation extended only to documents in the defendants' possession as at the date of the final award and did not require them to procure further documents from independent third parties. Both decisions illustrate the practical implementation of specific-performance relief following the termination of a franchise relationship and emphasise that the Court's role was to enforce the orders made, rather than widen, improve upon or vary them.

- *Ripple Markets APAC Pte Ltd v I-Remit, Inc and others* [2026] SGHC 149 concerned four purchases of XRP made by I-Remit under a Master XRP Commitment to Sell Agreement. The purchases, made in November 2022, resulted in an invoice for US$16 million which remained unpaid. The High Court considered appeals against the grant of summary judgment on Ripple's contractual claims. It upheld summary judgment on the unpaid invoice claim and a claim concerning I-Remit's incurrence of indebtedness, but set aside summary judgment on a claim concerning I-Remit's failure to provide requested financial information, as Ripple had not established a prima facie case that its request was reasonable. The decision also considers whether notice of the amalgamation of Ripple's Singapore predecessor with Ripple was contractually required and whether I-Remit had shown a reasonable probability of a bona fide defence to the invoice claim. The decision illustrates the application of contractual and summary-judgment principles to a substantial commercial transaction involving digital assets.

**IPOS decisions**

*KUESKI, S.A.P.I. DE C.V. SOFOM, E.N.R. v Llapingacho, LLC.* [2026] SGIPOS 9

This was a trade mark opposition against three applications for the "KUSHKI", "KUSHKI", and "KUSHKI Mundial" marks covering electronic payment-processing and related services in Classes 36 and 42. The Opponent relied on its earlier "kueski" / "kueski" composite mark. The Registrar found the competing marks and services similar and concluded that there was a likelihood of confusion. The opposition succeeded under section 8(2)(b) of the Trade Marks Act 1998, and registration of all three application marks was refused.

*Comité International Olympique v Olimp Laboratories Spolka Z Ograniczona Odpowiedzialnoscia* [2026] SGIPOS 10

The International Olympic Committee opposed the registration of the "OLIMP SPORT NUTRITION" composite mark, relying on its earlier OLYMPIAN, OLYMPIAD, OLYMPIC and THE OLYMPICS marks. The respective marks were found to be similar to a low degree and the goods similar to a moderate degree. However, the IP Adjudicator concluded, having regard to the circumstances, that the likelihood of confusion element had not been established. The IP Adjudicator also found that the OLYMPIC and THE OLYMPICS marks were well known to the public at large in Singapore, but that the applicant's mark would neither cause unfair dilution nor take unfair advantage of them because consumers would not form the necessary mental link between the marks. The passing-off ground was also unsuccessful for broadly similar reasons. In the result, the application was allowed to proceed to registration.

**Articles and publications**

Readers may be interested in the following:

- Benjamin Wong, "Confidential Information and Data Protection" (2026) *Singapore Academy of Law Annual Review of Singapore Cases* (e-First, 7 July 2026).

- IMDA's discussion paper, "Legal Responsibility for AI Agents", which examines how responsibility might be allocated when increasingly autonomous AI agents take actions that cause harm.



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