

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

**[2025] SGHC 84**

Originating Application No 1153 of 2024 (Registrar's Appeal No 13 of 2025)

Between

Canstone Management Ltd

*... Claimant*

And

- (1) Allestari Development Pte.  
Ltd.
- (2) Clarity China Partners, L.P.
- (3) N Century Holding Company  
Limited
- (4) Yunnan Nonferrous 308  
Geological Exploration Team,  
China
- (5) Reliable Source Investments  
Limited
- (6) Brillante Resources Ltd
- (7) Allway Minerals and Science  
Technology Co., Ltd.

*... Defendants*

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**FOUNDATIONS OF DECISION**

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[Companies — Directors — Appointment]  
[Contract — Contractual terms — Implied terms]

[Civil Procedure — Pleadings — Striking out — Minority shareholder seeking implication of terms in company's constitution and appointment of new directors — Whether there was a real controversy]

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**Canstone Management Ltd**  
**v**  
**Allestari Development Pte Ltd and others**

**[2025] SGHC 84**

General Division of the High Court — Originating Application No 1153 of 2024 (Registrar's Appeal No 13 of 2025)

Philip Jeyaretnam J

20 March 2025

6 May 2025

**Philip Jeyaretnam J:**

**Introduction**

1 A dispute between the two largest shareholders of a company concerning a transfer of shares awaited determination by the court. The court had granted an interim injunction to preserve the current composition of the board. Knowing of the interim injunction, a different and much smaller shareholder of the company brought an originating application concerning composition of the board. It sought to imply terms into the company's constitution and then on the basis of such terms sought an order that all the shareholders of the company take "reasonable steps" to remove certain directors. The originating application was struck out by the assistant registrar for abuse of process given the existence of the interim injunction. I dismissed the appeal, doing so on that ground and on the further grounds that there was no

live controversy concerning the relevant articles in the company’s constitution and that in any event the claims for relief were legally and factually unsustainable. As an appeal has been filed on 3 April 2025 from my decision in turn, I now elaborate on my reasons.

## **Facts**

### ***Parties***

2 The smaller shareholder I have mentioned is the claimant Canstone Management Limited (“Canstone”). Canstone owns 1.7% of the shares in the 1st defendant, Allestari Development Pte Ltd (“Allestari”). According to the register, the 2nd defendant Clarity Chinese Partners LP (“Clarity”) is the majority owner of Allestari holding 56.62% of the shares. The 3rd defendant N Century Holding Company Limited (“N Century”) holds 20.28% of shares in the Allestari according to the register. However, the relative shareholdings of Clarity and N Century are the subject of a dispute being determined in HC/OC 798/2023. The 4th to 6th defendants each hold less than 10% of the shares in Allestari. The 7th defendant, Allway Minerals and Science Technology Co Ltd (“Allway”), is the former majority shareholder of the company, having been such until 2011.

3 Canstone is not a party to HC/OC 798/2023. However, prior to commencing this originating application it was aware that an interim injunction had been granted on N Century’s application in that matter on 25 November 2022 which restrained Clarity and the Company from altering the composition of Allestari’s board (the “Board”), including by removal or substitution of any director (the “Interim Injunction”). N Century’s application had been in response to Clarity’s attempt to remove three directors from the Board, namely Liu Xun, Guo Jian and Li Yi.

***Relief claimed***

4 Apparently concerned with how the Board of Allestari was managing it, Canstone filed this originating application seeking relief in the form of the following six prayers:

1. A declaration that Liu Xun, Guo Jian and Li Yi are the nominated directors of the 7th Defendant, Allway Minerals and Science Technology Co., Ltd. (“**Allway**”) on the board of directors (“**Board**”) of the 1st Defendant, Allestari Development Pte. Ltd. (“**Allestari**”);
2. A declaration that it is necessary to imply a term in the Memorandum and Articles of Association of Allestari dated 11 December 2006 (“**Constitution**”) that Article 76A of Allestari’s Constitution does not apply or grant any rights insofar as it refers to parties who are no longer shareholders of Allestari;
3. A declaration that it is necessary to imply a term in Allestari’s Constitution that “*the majority shareholder (whoever it may be) would be entitled to appoint three (3) directors, and the 2nd and 3rd largest shareholders of Allestari (whoever they may be) would be entitled to appoint one (1) director each*”, subject to any existing procedure to vary the terms of Allestari’s Constitution, or the rights granted to preference shareholders of Allestari therein;
4. Pursuant to an order made in terms of prayers (2) and (3) above, a declaration that shareholders may not, by contract, grant a non-shareholder the right to nominate or appoint directors to the Board, and that any contractual agreement to such effect is void insofar as it grants such a right;
5. Pursuant to an order made in terms of prayers (2) and (3) above, Allestari and its shareholders, directors and/or officers be ordered to take all reasonable steps to remove directors appointed by Allway to Allestari’s Board of Directors from the Board; and
6. Pursuant to an order made in terms of prayer (5) above, a declaration that the vacated seats on Allestari’s Board be filled in accordance with the implied term in prayer 3 above, failing which they may be appointed pursuant to general law.

5 I adopt in these grounds of decision the abbreviations used in these prayers, including referring to the memorandum and articles of association as the Constitution.

6 The first prayer sought declaratory relief, that Liu Xun, Guo Jian and Li Yi had been nominated by Allway to the Board. The second to fourth prayers sought declaratory relief to imply certain terms into Allestari’s constitution concerning the composition of the Board. On the basis of those implied terms, orders were then sought that the shareholders take “reasonable steps” to remove Liu Xun, Guo Jian and Li Yi and make fresh appointments of directors in accordance with the terms claimed to be implied.

7 The relief sought implicated the composition of the Board, notwithstanding that the Interim Injunction protected the current composition of the Board pending the resolution of HC/OC 798/2023.

8 Moreover, the Constitution had already included a provision concerning nomination of directors to the Board, namely Art 76A, which read:

Allway shall be entitled to appoint and remove three (3) members of the Board of Directors, each of Squad 308 and the BVI Holdco shall be entitled to appoint and remove one (1) member of the Board of Directors and there shall be one (1) independent member of the Board of Directors, the nomination of which shall be subject to approval by the Board of Directors, including the affirmative vote from the Investor Director.

9 It was unclear how the implied term would relate to this existing article, nor how it might be said that there was an unintended gap that the implied term would fill. The legal basis for the relief sought was unclear. There seemed an implicit suggestion in the way the relief was framed that once Allway ceased to be majority shareholder (or a shareholder at all?) the directors it had nominated should no longer be directors. However, by framing the order sought as one to

take reasonable steps it seemed not to be contended that the nominated directors automatically ceased to hold office upon Allway's ceasing to be majority shareholder or a shareholder at all. Instead, the contention seemed to be that in that eventuality the remaining or successor shareholders should appoint replacement directors. This begged the question of what right a shareholder with only 1.7% of the shareholding had to compel the majority and other shareholders to replace directors when they might not wish to do so. Indeed, Allway had ceased to be a shareholder of Allestari in 2011. Thereafter, the three directors had remained on the Board, possibly with re-election by the shareholders at annual general meetings but certainly with the acquiescence of the shareholders given that they had not removed those directors from the Board.

10 It is no exaggeration to say that counsel for Canstone was unable to clarify the legal basis for the relief sought at the hearing. Indeed, the mystery deepened as one of the three directors whom Canstone wished the court to order the shareholders to take reasonable steps to remove is also the president and ultimate beneficial owner of Canstone.<sup>1</sup> He deposed to the affidavit filed in support of this originating application. There was no satisfactory answer to the question why, if that gentleman (via Canstone) wished to remove himself from the Board, he had not just resigned as a director.

***N Century's application to strike out the proceedings***

11 N Century applied to strike out the claim in its entirety on all three grounds contained in Rules of Court 2021 Order 9 Rule 16(1). It contended that the claim was time-barred given that Allway had ceased to be a shareholder in

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<sup>1</sup> 1<sup>st</sup> Affidavit of Li Yi, para 4.

2011. The claim was also said to be factually and legally unsustainable and an abuse of process as a collateral attack on the Interim Injunction.

### **Decision below**

12 The learned assistant registrar (the “AR”) struck out the action on the basis that it was an abuse of process as a collateral attack on the Interim Injunction. She noted that the fifth and sixth prayers were directed at altering the composition of the board, which was not permitted by the Interim Injunction. She noted that as a party affected by the Interim Injunction Canstone could and should have first applied to vary the Interim Injunction.<sup>2</sup> She did not consider that phrasing the order sought as one to take “reasonable steps” could save it.<sup>3</sup>

### **My decision on appeal**

13 Canstone appealed the decision of the assistant registrar. I dismissed the appeal. My reasons for dismissing the appeal were as follows.

#### ***Abuse of Process***

14 I agreed with the AR that Canstone ought to have applied to have varied the Interim Injunction prior to commencement of this originating application or alternatively have sought leave of court to commence it as an exception to the Interim Injunction. This meant that the appeal should be dismissed. However, I did not consider this to be the fundamental problem with the originating application. If it was the only defect, then it might have been appropriate to stay the originating application pending an application in relation to the Interim

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<sup>2</sup> AR’s decision dated 24 January 2025, para 15.

<sup>3</sup> AR’s decision dated 24 January 2025, para 14.

Injunction. I did note however that Canstone had not sought such a stay or otherwise applied to court to regularise matters even at the date of the appeal hearing, only saying that the court might instead order that the prayer for removal of the three directors be subject to the final determination of HC/OC 798/2023 or any variation of the Interim Injunction<sup>4</sup>. I also dismissed the appeal because of more fundamental difficulties in the claim to which N Century had directed arguments below, but on which the AR had not decided. I now turn to these.

***There was no live issue***

15 Declaratory relief is only granted where there is a real controversy between parties that the declaration would resolve. N Century cited the High Court decision in *DNKH Logistics Pte Ltd v Liberty Insurance Pte Ltd* [2019] 4 SLR 1063 (“*DNKH*”) at [23] in support of this proposition. In that case, there were divergent views between the parties concerning the legal construction of a fire insurance policy between DNKH and its insurer, but the real controversy was whether that policy covered the goods of DNKH’s customers that were separately insured. It was therefore premature to seek declaratory relief because there was insufficient evidence provided by DNKH concerning any co-insurance of its customers’ goods. See *DNKH* at [25]–[26].

16 Starting with prayer 1, it was an undisputed historical fact that Allway had appointed the three directors (back in 2008). There was no controversy concerning this point.

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<sup>4</sup> Claimant’s written submissions, para 32.

17 Canstone’s complaint seemed to be that the three directors might take instructions from Allway even after Allway had ceased to be a shareholder back in 2011. However, there was no relief sought to direct the three directors not to take instructions from Allway. There was also no evidence that the three directors currently report to or take instructions from Allway. There was also no evidence that Allway has made any attempt to instruct the three directors of Allestari or indeed assert any rights of a shareholder after it ceased to be one. At the hearing before me I asked counsel for Canstone whether Allway has asserted any right to appoint or remove directors after ceasing to be a shareholder and she confirmed that Allway has not done so. Accordingly, there was no live issue concerning any attempt by Allway to exercise rights under Allestari’s Constitution. This meant that there was no live issue concerning prayers 1 and 2.

18 Indeed, as I have noted, one of the three directors, Li Yi, is the president and ultimate beneficial owner of Canstone.<sup>5</sup> In the affidavit filed in support of this originating application, he said<sup>6</sup>, apparently referring to the period when Allway was a shareholder, that his role then was to ensure that Allway’s views on issues were communicated to the Board and Allway was represented in the Board’s decision-making. He also said that at that time he took instructions from another of the three directors, Liu Xun, who he said owns or controls Allway. He said that he remained on the board after Allway ceased to be a shareholder because he “thought doing so would provide [him] with a limited platform to protect [his] interests as minority shareholder (*ie, via Canstone*)”<sup>7</sup>. He then said that around 2016 or 2017 he began to doubt that Liu Xun was acting in the

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<sup>5</sup> 1<sup>st</sup> Affidavit of Li Yi, para 4.

<sup>6</sup> 1<sup>st</sup> Affidavit of Li Yi, para 21.

<sup>7</sup> 1<sup>st</sup> Affidavit of Li Yi, para 24.

interests of Allestari<sup>8</sup>. For himself, he told Allestari’s shareholders and directors in 2018 that he would only act “in the fair interests of Allestari and its minority shareholder, Canstone” and that that is what he has done.<sup>9</sup>

19 Mr Li’s evidence did not advance Canstone’s position that there was any real controversy. On the contrary, Mr Li confirmed that even though he had originally been appointed by Allway to the Board he was free to act in the “fair interest” of Allestari. He did not suggest that Allway was attempting to instruct him in relation to his duties as a director of Allestari. The highest his evidence went was his complaint about Mr Liu’s approach to his duties as director of Allestari. That however would be a matter for the shareholders of Allestari to consider either upon the conclusion of HC/OC 798/2023 when the relative shareholdings of N Century and Clarity would have been decided or potentially on a prior application by a shareholder to vary the Interim Injunction. Alternatively, if Mr Liu were really in breach of fiduciary duty (which is not actually positively alleged: like everything else in Canstone’s papers this point is left vague) and the majority shareholders refused to act, then Canstone could seek other relief afforded to a minority shareholder in such a situation.

***The claim for implication of terms was plainly unsustainable***

20 A claim may be struck out on the ground that it discloses no reasonable cause of action if it is legally or factually unsustainable: *The “Bunga Melati 5”* [2012] 4 SLR 546 at [39]. A claim is legally unsustainable if on the facts put forward by the claimant the remedy sought will not lie. It is factually unsustainable if the factual basis for the claim is wholly without substance.

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<sup>8</sup> 1<sup>st</sup> Affidavit of Li Yi, para 25.

<sup>9</sup> 1<sup>st</sup> Affidavit of Li Yi, para 26.

21 The test for the implication of terms in fact is well-established, following the Court of Appeal decision in *Sembcorp Marine Ltd v PPL Holdings Pte Ltd and another and another appeal* [2013] 4 SLR 193 (“*Sembcorp*”). That decision also concerned a provision in the constitution of a company that concerned a shareholder’s right to nominate a director to the board of that company.

22 The law relating to the implication of terms in fact following the decision in *Sembcorp* may be summarised as follows:

(a) The court should identify the issue which the implied term is said to address, which is often described as the gap which the implied term would fill. Further, the court must be satisfied that the issue was not addressed because the parties did not contemplate it. See *Sembcorp* at [94] to [95], and [101(a)].

(b) The court should then consider whether it is necessary to imply a term in order to fill the gap so as to give the contract efficacy. See *Sembcorp* at [98] and [101(b)].

(c) The court should then decide the *specific* term to be implied by discerning that term to which the parties would have given their immediate and enthusiastic assent if the gap had been pointed out to them at the time of contracting. This is the proverbial “Oh, of course!” reply to the officious bystander’s pedantic inquiry. See *Sembcorp* at [98] and [101(c)].

23 In *Sembcorp* the constitutional provisions in issue were principally the right of the two shareholders to each appoint three directors to the board so long as they held 50% each, and further a quorum requirement that board meetings include one director from each of the two shareholders with their vote counting

as three votes regardless of how many of their directors were present. Subsequently, one party purchased 35% from the other party, who later sold its remaining 15% to a third party.

24 The Court of Appeal held that properly interpreted the right to appoint directors ceased once a party was no longer a 50% shareholder, and that in the light of that fact there was then a gap as to whether the quorum requirement (and certain other provisions) continued to apply thereafter. The Court of Appeal considered that these further provisions (including the quorum requirement) were parasitic on the right to appoint directors and therefore that right ceasing upon a party no longer holding an equal proportion of shares “if the parties were asked at the time of the contract whether these other provisions would cease to apply if one party no longer had the right to appoint any director, the only answer they could have given was an emphatic affirmation”: *Sembcorp* at [126].

25 In this matter, Art 76A<sup>10</sup> gave Allway the right to appoint and remove three directors and two other named shareholders at the time the right to appoint and remove one director each. The articles were adopted by special resolution passed on 1 July 2008.<sup>11</sup> Art 76A has been set out above at [8].

26 Prayer 2 sought to imply a term that the entities named in Art 76A ceased to have the right to appoint shareholders once they ceased to be shareholders. But as I have explained at [17] there was no live controversy given that no one was asserting that such rights continued.

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<sup>10</sup> 1<sup>st</sup> Affidavit of Li Yi p130.

<sup>11</sup> 1<sup>st</sup> Affidavit of Li Yi, para 28(b).

27 The claim in substance was to be found in prayer 3. Prayer 3 sought the implication of a term that the majority shareholder (whoever it may be) would be entitled to appoint three directors while the second and third largest shareholders would be entitled to appoint one each.

28 Importantly, the prayer was not for a declaration that properly interpreted the identification of named shareholders in Art 76A meant and referred to the majority shareholder and second and third largest shareholders for the time being. Such an argument would not work given the clear language of Art 76A. Instead, the prayer sought the implication of this term in parallel with the existing Art 76A.

29 Two difficulties with this prayer were noted by N Century before the AR<sup>12</sup>, namely that who the majority shareholder is will only be resolved upon the conclusion of HC/OC 798/2023 and further that once that happens it will be for the members of Allestari to decide for themselves whether to amend the Constitution to incorporate this purported implied term.

30 N Century's point that what if anything should replace Art 76A was a matter for the shareholders of Allestari to decide pointed to the fundamental difficulty with this prayer, namely that even though it adopted the language of necessary implication of terms it was plainly an attempt to have the Court rewrite the Constitution rather than leave this to the members of Allestari.

31 There was no gap that was necessary to fill with an implied term concerning the appointment of directors once the three named shareholders in Art 76A ceased to be shareholders. Articles 86–88 of Allestari's Constitution

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<sup>12</sup> NE 17 January 2025 p13, lines 18-24.

provide for the appointment and removal of directors by way of ordinary resolution (or appointment by the existing directors):<sup>13</sup>

86. Except with respect to the Investor Director, the Company may by Ordinary Resolution remove any Director notwithstanding anything in these Articles or in any agreement between him and the Company (but without prejudice to any right to damages for termination of such agreement not in accordance with the terms thereof), and may, if thought fit, by Ordinary Resolution, appoint another person in his stead.

87. The Company may, subject to Article 76(a) and without prejudice to the powers of the Directors under Article 88, from time to time, by Ordinary Resolution appoint new Directors either to fill a casual vacancy or as an addition to the existing Directors.

88. Subject to Article 76(a), the Directors shall have power, exercisable at any time and from to time, to appoint any other person as a Director, either to fill a casual vacancy or as an addition to the Board.

32 The reference to Investor Director is to the member of the board that Clarity is entitled to appoint under Art 76(a) and in respect of whom removal would need to be preceded by a request from Clarity under Art 76(b). This separate entitlement is not relevant to the issues in this originating application.

33 Furthermore, in the event of any gap in the Constitution, the default provisions under the Companies Act 1967 (2020 Rev Ed) (“Companies Act”) would apply. Section 149B of the Companies Act provides for the appointment of directors in the following terms:

Unless the constitution otherwise provides, a company may appoint a director by ordinary resolution passed at a general meeting.

34 Likewise, s 152(9) of the Companies Act provides for the removal of directors as follows:

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<sup>13</sup> 1st Affidavit of Li Yi p134.

Subject to any provision to the contrary in the constitution, a private company may by ordinary resolution remove a director before the expiration of his or her period of office despite anything in any agreement between the private company and the director.

35 That the company could appoint or remove directors in the ordinary way under its Constitution or the Companies Act meant there was no necessity for the company's functioning to give special rights of appointment to the three largest shareholders by implication of this term.

36 At the hearing, I asked counsel for Canstone to address me on how prayer 3 in changing named shareholders to the first, second and third largest shareholders could properly be regarded as seeking the implication of a term on the basis of necessity as opposed to rewriting the Constitution. I stood down the hearing in order to give her the chance to consider this point more fully. Even after this, counsel for Canstone did not explain how such a term could conceivably be one that it is necessary to imply when it specifically altered the express language of the relevant article against the backdrop of the general position that directors are appointed and removed by majority vote at general meetings.

37 I considered that at the time of adoption of the Constitution it was perfectly plausible that Art 76A reflected rights that were personal to the three named shareholders while they remained shareholders, rather than rights that accompanied any specific size of shareholding. Once those named shareholders ceased to be shareholders, there could be any permutation of shareholdings with the gap between the largest, second largest and third largest varying from the marginal to the considerable. There might not even be a majority shareholder, in the sense of one that held more than 50% of the shares. There is simply no substance whatsoever to any argument that back in 2008 the three shareholders

named in Art 76A (as well as all the other shareholders) would have responded “Yes, of course” to any inquiry by an officious bystander whether once those three shareholders ceased to be shareholders the position concerning appointment of directors would be that set out in this proposed implied term as opposed to any other formulation or indeed the general provisions under the Articles or the default position under the Companies Act.

38 Moreover, as already noted, Allway ceased to be a shareholder in 2011. This meant that for more than a decade shareholders had (a) lived with the existing wording of Art 76A without apparently seeing the need to revise it and (b) not considered that the three directors had ceased to be suitable or fit directors just because Allway, the party that had nominated them, had ceased to be a shareholder. While I appreciate that this subsequent conduct of the company and its shareholders (including Canstone) does not mean that the court cannot presume different intentions on the part of shareholders at the time when the constitution (including Art 76A) was adopted, there is simply nothing to support such alleged presumed intentions at that earlier time.

39 As an aside, I noted that prayer 2 dated the Constitution to 2006 while the documents suggested that the Constitution that incorporated Art 76A was adopted only in 2008. However, I did not consider that anything turned on whether the relevant contract was formed in 2006 or only in 2008.

40 Thus, I concluded that the argument that by implication the wording of Art 76A should be revised to one possible formulation among many possibilities was legally and factually unsustainable. The other possibilities included the perfectly logical reversion to the general provisions under the Articles or to the default position under the Companies Act. I accepted N Century’s contention

that it is not for the court to impose such a term when the members have not agreed to it.<sup>14</sup>

41 I also considered it significant that Canstone was not one of the three largest shareholders and thus was seeking the implication of a term that would not confer on it any rights. This reinforced my conclusion that there was no live controversy on which declaratory relief could be sought.

***The court does not interfere with shareholders' rights to choose board members so long as the board members meet any qualification requirements stipulated in the company's constitution***

42 As for the remaining prayers, they were worded to follow on from the declarations sought by prayers 2 and 3 so that if those were struck out then the rest would be too.

43 Nonetheless, there were additional and separate reasons why they were unsustainable.

44 Prayer 4 sought a declaration that shareholders may not by contract grant a shareholder the right to nominate or appoint directors to the Board and that any contractual agreement to such effect is void. There was again no live controversy in that there was no evidence of the shareholders agreeing to grant such rights to a non-shareholder. Moreover, phrased as a blanket legal conclusion it is plainly wrong. It is not the case that shareholders are not permitted to make arrangements for the nomination of directors by third parties with such nominations being ones that the shareholders bind themselves to

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<sup>14</sup> N Century's written submissions dated 20 February 2025, para 32(c).

accept. Such arrangements are not unusual when it comes to companies that have a public, social or charitable purpose.

45 Prayer 5 sought an order that Allestari and its shareholders and directors take all reasonable steps to remove the three directors appointed by Allway. The implied terms sought by the earlier prayers did not even go so far as to nullify the existing appointment of a director once his or her nominator had ceased to be a shareholder. Given this, there could be no legal basis for ordering shareholders to remove or take reasonable steps to remove directors who were otherwise qualified to be directors.

46 Prayer 6 then sought a declaration (*sic*, presumably Canstone meant an order) that the vacated seats on the Board “be filled in accordance with the implied term in prayer 3 above, failing which they may be appointed pursuant to general law”.

47 As the claim for removal of the three directors by prayer 5 was unsustainable, there would be no vacancies to fill. However, assuming such vacancies arose, the claim for the implied term in prayer 3 was unsustainable, which then left the prayer for appointment of directors under the general law. Such an order would be otiose. The shareholders have the right to remove or appoint directors under the general provisions in the Articles or under the general law and there was no need for the court to declare or order such to be the case.

***The action should be struck out against all defendants***

48 While Canstone had not raised any point about the striking out of the originating application against all defendants and not just against N Century, I raised this point with counsel at the oral hearing and heard from both of them

on it. I agreed with counsel for N Century that the prayers necessarily implicated all shareholders, including N Century. She raised the concern of a default judgment against another defendant that might then be relied on against N Century. I considered her concern to be a real one not least because of the opaque way in which relief was sought by Canstone not for a right that it would have but which other shareholders would have. Moreover, the grounds for striking out all applied to the action as a whole. Accordingly, I upheld the AR's decision to strike out the action as a whole.

### **Conclusion**

49 On the question of costs, I awarded costs of \$12,000 all-in to N Century. This was higher than the costs ordered below, which had been \$10,000 all-in. I ordered a higher quantum even though counsel for N Century had been called upon at the hearing before me only briefly. I considered that when preparing for an appeal to a judge counsel would have to consider the matter again and look at all the points raised below and not just those on which the assistant registrar had ruled. This was because the hearing by the judge was a rehearing with the judge not being constrained by the approach taken by the assistant registrar: see *Singapore Civil Procedure 2025* vol 1 (Sweet & Maxwell, 2025) at para 18/25/1. A judge is entitled to subject the matters in the appeal to independent scrutiny and counsel must prepare for that exercise.

50 I end these grounds of decision by noting that Canstone's approach was described by its counsel as seeking "curial intervention to ensure proper corporate governance in Allestari and that the business and management of the Allestari is reserved to the stakeholders of Company [*sic*]".<sup>15</sup> While this

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<sup>15</sup> Claimant's written submissions, para 31.

objective appears a laudable one, litigation should not be commenced without specific interests of the claimant at stake. In the absence of such interests, arguments may be vague, unclear, detached from any live controversy and unsustainable. That was certainly the case here.

Philip Jeyaretnam  
Justice of the High Court

Lin Shuling Joycelyn and Rashpal Singh Sidhu (PRP Law LLC) for  
the claimant/appellant;  
Koh Li Qun Kelvin (Xu Liqun), Kevin Elbert, Phoon Wuei and Poh  
Yuxuan Natalie (TSMP Law Corporation) for the third  
defendant/respondent.

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