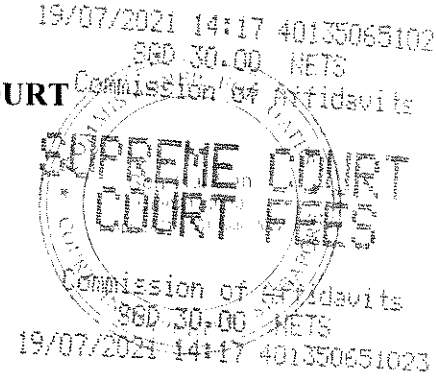
Plaintiff; 3rd; Mohamed Mustafa Mahmoud Helmy; 29.07.2021

Sub Case No. HC/SUM 2650/2021

Case No. HC/S 413/2021



IN THE GENERAL DIVISION OF THE HIGH COURT

OF THE REPUBLIC OF SINGAPORE

Between

MOHAMED MUSTAFA MAHMOUD HELMY

(FIN No. G3363781R)

...Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY

(Singapore UEN No. 200604393R)

...Defendant

Monday the 19th of July, 2021

AFFIDAVIT

Affidavit in support of the request to a Judge by Plaintiff, Mohamed Mustafa Mahmoud Helmy (FIN No. G3363781R), litigant in person, for further arguments in the matter of HC/S 413/2021, HC/SUM 2650/2021 and other matters.

I, Mohamed Mustafa Mahmoud Helmy (FIN. No. G3363781R), residing at 10 Jurong Lake Link, #15-39, Singapore 648131, do solemnly and sincerely affirm and say as follows:

1 I am Plaintiff and litigant in person in Case No. HC/S 413/2021 and applications thereunder. I am a medical doctor, researcher, and university lecturer presently self-employed at the same address of my residence.

2 The Defendant in Case No. HC/S 413/2021 and applications thereunder is Nanyang Technological University (Singapore UEN No. 200604393R), a Company Limited by Guarantee, registered address at 50 Nanyang Avenue, Singapore 639798. The Defendant is represented by Zhu Ming-Ren Wilson (ID. No. not known) email <wilson.zhu@rajahtann.com> and Timothy Ang Wei Kiat (ID No. not known) email <timothy.ang@rajahtann.com> at Rajah & Tann Singapore LLP, registered address at 9 Straits View #06-07 Marina One West Tower Singapore 018937, email <info@rajahtann.com>.

3rd M. Helmy

3 This here ~~4th~~ Affidavit by the Plaintiff contains only facts I have personal knowledge of, facts in documents purporting to be filed in or issued out of the Supreme Court, documents attached here, or statements of information or belief.

Your Honour, Justice

4 I am humbly requesting further arguments in the matter which determined with finality my rights and the Defendant's liabilities in the action HC/S 413/2021, started in the General Division of the High Court by Writ of Summons, and heard in Chambers before Assistant Registrar Kenneth Wang Ye on Wednesday the 14th of July, 2021.

5 May it please the Court, this here is my 4th Affidavit to support my humble request for further arguments. The number of pages in this affidavit is ~~XX~~ 249 M.Hdng

Issue: Cause of action and jurisdiction

6 Cause of action in my Statement of the Claim includes illegality of work I was ordered to engage in during my employment, absence of due inquiry and retaliation against me including my extortion after I followed appropriate channels at to address this illegal work, conspiracy, and breach of duty, confidence, and trust. I prayed for reinstatement or damages.

7 My claim was struck out under O 18 r 19.

8 The further argument in this issue is: may HC/S 413/2021 have been tried under the Employment Act only?

Issue: Certainty of the proceedings

9 It appears there were irregularities in the electronic filing of documents, and information related to the action and proceedings. I received conflicting information and which may have been grounds for ending the action.

10 The further argument is: From whom do I to seek certainty that the information before the Court making the decision is as accurate as I intended?

Issue: Conduct of solicitors acting on behalf of the Defendant

11 Mr. Zhu and Mr. Ang chose to make an application under O 18 r 19 while holding a defence in abeyance. This was supported by an affidavit the authenticity of which is under suspicion, deponed under unknown capacity, and which appears to have been made to mislead and deceive.

12 Mr. Zhu and Mr. Ang appear to have submitted unauthenticated documents to Court and which raise suspicion, appear to have planned for trial by ambush, appear to have made false, misleading, and oppressive communications to me, among other breach of responsibilities to Court and a party in the suit.

13 The further argument in this issue is: What role did the conduct of the parties play in the conduct of the action and uncertainty of proceedings?

Inherent powers of Court

14 It appears the inherent powers of the Court were invoked to strike out my pleadings when I am blind to the issues, since the Defendant made no pleadings, and when I am uncertain if my claim was accurately represented before Court.

Factual history

Brief chronology of relevant events

15 I filed electronically in the Supreme Court Writ of Summons HC/S 413/2021 on Wednesday the 5th of May, 2021.

16 Details of service are in the Memorandum of Service I filed electronically in the Supreme Court on Wednesday the 12th of May, 2021.

17 On Friday the 14th of May I was served with a Memorandum of Appearance by an email from the solicitors representing the Defendant.

18 The solicitors representing the Defendant are Zhu Ming-Ren Wilson (ID No. not known) henceforth 'Mr. Zhu', and Timothy Ang Wei Kiat (ID. No. not known) henceforth 'Mr. Ang'.[1]

19 I claimed unlawful termination of my employment and tort of extortion by the Defendant, Nanyang Technological University (UEN No. 200604393R). The relevant facts are in my Statement of the Claim, electronically filed in the Supreme Court on Tuesday the 25th of May, and electronically served onto Mr. Zhu and Mr. Ang and confirmed by an email from myself to Mr. Zhu and Mr. Ang.[2]

20 I prayed for reinstatement or damages.

21 The matter which finally determined the rights and liabilities of the parties is the application HC/SUM 2650/2021 filed on behalf of the Defendant by Mr. Zhu and Mr. Ang on Tuesday 8th of June, 2021 and served unto myself by an email from

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[1] Correspondence, letters, and documents served unto myself and sent to me on behalf of the Defendant are defined as 'from Mr. Zhu and Mr. Ang' without disctinction.

[2] Communication by email from myself and documents I filed electronically in the Supreme Court and served electronically from the Supreme Court are 'to Mr. Zhu and Mr. Ang' in their capacity to represent the Defendant.

Mr. Zhu and Mr. Ang. The summons HC/SUM 2650/2021 issued under O 18 r 19 was for my suit to be wholly struck out 'under O 18 r 19(1)(a), (b), **and/or** (d)', for the **Defendant's Defence to be held in abeyance pending the resolution of HC/SUM 2650/2021**, and costs.

22 HC/SUM 2659/2021 henceforth, 'SUM 2650' was endorsed by material in a *pdf* file served unto myself in an email from Mr. Zhu and Mr. Ang, and purporting to be an affidavit deponed by an employee of the Defendant, 'Plaintiff: Goh Ke Min Kevin: 1st 07.06.2021' (*sic*) henceforth, 'the Affidavit by Goh'. The affidavit purports to have been affirmed before 'A COMMISSIONER FOR OATHS; This Affidavit is filed on behalf of the Defendant' (*sic*) and the centre of the Commissioner's seal reads 'Chew Kiat Jinn; CO2021/0076; 1 Apr 2021 – 31 Mar 2022' (*sic*).

23 SUM 2650 and other applications were heard in Chambers before Assistant Registrar Kenneth Wang Ye on Wednesday 14th of July, 2021, announced on public display in the Supreme Court in details including 'OS & Summons – O18/O33 r 2' 'EMPLOYMENT / SUMMONS UNDER O18 R 19'.

24 Assistant Registrar Kenneth Wang Ye ordered for HC/S 413/2021 to be wholly struck out under O 18 r 19(1)(a), I pay S$ 8000 in costs to the Defendant, and other orders. I believe Assistant Registrar Kenneth Wang Ye discerned grounds for striking out also under O 18 r 19(1)(c).

25 I was deeply moved by Assistant Registrar Kenneth Wang Ye's control of proceedings during the special half-day hearing on Wednesday the 14th of July.

During the hearing, it was my conviction that, in such a structure, established by the Rules of Court and administered by the will of Assistant Registrar Kenneth Wang Ye, my rights and the Defendant's liabilities will be justly determined based on the facts and evidence in documents before Assistant Registrar Kenneth Wang Ye which at that time I believed to be the same in all regards precisely as those I had filed electronically in the Supreme Court and served electronically onto Mr. Ang and Mr. Zhu.

26 On Monday the 12th of July, I had filed and served electronically in the Supreme Court my 'WRITTEN SUBMISSIONS AND BUNDLE OF DOCUMENTS' (*sic*) henceforth, 'my Written submissions for the hearing on 14 July'. This document contains statements of fact, legal arguments, and material evidence critical to the determination and fate of the suit HC/S 413/2021, namely the striking out application filed by Mr. Zhu and Mr. Ang, SUM 2650, supported by the Affidavit by Goh.

27 My Written submissions for the hearing on 14 July I intend to depone in the affidavit, 'Plaintiff; 4th; Mohamed Mustafa Mahmoud Helmy; 19.07.2020', and at the time of writing, hope will be at Your Honour's disposal with the present affidavit 'Plaintiff; 3rd; Mohamed Mustafa Mahmoud Helmy; 19.07.2020'.

28 Evidence is presented in my Written submission for the hearing on 14 July showing beyond reasonable doubt that Mr. Zhu and Mr. Ang had planned in advance of the hearing for SUM 2650 for trial by ambush.

29 Mr. Ang and Mr. Zhu sent to me on Monday the 12th of July by email link '**DEFENDANT'S BUNDLE OF DOCUMENTS**; Dated this 14th day of July 2021' (*sic*) and '**DEFENDANT'S WRITTEN SUBMISSIONS**; 12 July 2021 (for hearing on 14 July 2021)' (*sic*). Henceforth, I will refer to these two documents sent to me by Mr. Ang and Mr. Zhu on Monday the 12th of July 2021 as the 'Court documents by Zhu and Ang for the hearing on 14 July'. This material is in ANG-3 starting page 33 of this affidavit for the latter and page 73 for the former.

30 Your Honour, there can be little or no doubt that Mr. Zhu and Mr. Ang did not follow the Rules of Court, could not verify the capacity and standing of the Affidavit by Goh, and appeared to dis-acknowledge it in their written submissions. Is this contumelious abuse of the process of Court?

31 I had not expected this. At the start of the action HC/S 413/2021 in May 2021, I communicated to Mr. Ang and Mr. Zhu my complete trust in their professional ethic, capacity, and standing to represent the Defendant.

32 Initially, I had been preparing to present the evidence supporting my claims to the Court. The evidence is abundant and robust, being of documentary and audio-visual nature and which can be verified from data log in storage belonging to entities other than the Plaintiff, and which those entities are obliged by law and policy to preserve for specific periods of time, measured in years.

33 Mr. Zhu and Mr. Ang abused the process of Court to keep the evidence out of Court, prevent a triable case, and deny me my rights because the evidence is extremely detrimental to their interest. But *never* did I for a moment *imagine*, let

alone believe, that Mr. Ang and Mr. Zhu could file and serve unto myself documents for determination by the Supreme Court, or necessary for the just conduct of proceedings, which may be suspect until I received the Court documents by Zhu and Ang for the hearing on 14 July.

Was mode of trial under O 33 r 2?

34 In my main text of my Written submissions for the hearing on 14 July, I do not mention O 33 r 2.

35 I affirm that, many days before 14 July, I had requested contact by phone from the Registrar and was informed that reference to O33 r 2 in a Court document I received from the Registrar is system-generated text and not indicative of the nature of the hearing.

36 I affirm that, many days before 14 July, I had requested an appointment and met in person with a Duty Registrar in the Supreme Court and who informed me that from the electronically filed information before the Duty Registrar, there is no mention of O 33 r 2 under Case No. HC/SUM 413/2021.

37 After these reassurances and until the morning of Tuesday the 13th of July, I believed that SUM 2650 will be heard as an application under O 18 r 19.

38 On the morning of Tuesday the 13th of July, I discovered that SUM 2650 will be heard under O18/O33 r2 (ANG-3, page 22). In desperation, I begged for help.[3]

39 I was later informed that the appearance of such text is to be expected. This contradictory information is unsettling.

Legislation under which HC/S 413/2021 was tried

40 On the morning of Tuesday the 13th of July, I wondered why my hearing was specified to be an issue of 'EMPLOYMENT'. My claims and the Defendant's liabilities may not be triable under the Employment Act (Cap 91, 2009 Rev Ed). Is one (text on the screen) related to the other (legislation under which a claim is heard)?

41 Legislation relevant to my claim and the Defendant's liabilities is listed in my Written submission for the hearing on 14 July.

42 Of all the legislation I cite and quote in my Written submissions for the hearing on 14 July, I do not recall I mention the Employment Act.

Evidence before the Court for the hearing of Wednesday the 14th of July

43 I discovered on the morning of Friday the 16th of July that my Written submissions were not at the Supreme Court and were not *recorded* to have been

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[3] I believe the actions I took are in line with the Constitution of the Republic of Singapore (1999 Reprint) and legislation thereunder. I was later informed these actions may not have been in line with the Supreme Court Practice Directions. I am at Your Honour's disposal.

served on Mr. Ang and Mr. Zhu, *despite* confirmation to the contrary (ANG-3, page 23).

44 That there is no doubt that Mr. Ang and Mr. Zhu were in possession of my Written submissions is in the fact that they responded to me by email, and with reference to specific content in my Written submissions.

45 I received contradictory information from officers I met and called: that my Written submissions were in Chinatown point and the technical error would be addressed at a later date, and that my Written submissions were normally verifiable in my case file at the Supreme Court. How may I be certain the evidence before the Court was faithfully represented?

Court Orders Authenticity

46 I received documents from Mr. Ang and Mr. Zhu in which they inappropriately refer to certain orders as having been made by Assistant Registrar Kenneth Wang Ye (ANG-3, pages 25 to 32 including my response to the same).

47 The Authentic Court Orders issued by Mr. Zhu and Mr. Ang cannot be verified in the manner prescribed by Court.

Application of the relevant principles to the circumstances

48 This is my plea to Your Honour, Justice.

49 I was blind to whatever issue(s) may have been raised by Mr. Zhu and Mr. Ang to strike out HC/S 413/2021, because no pleadings were served on behalf of

the Defendant represented by Mr. Ang and Mr. Zhu in that suit and applications thereunder including SUM 2650.

50 The document purporting to be an affidavit endorsing SUM 2650 and served unto myself in an email by Mr. Ang and Mr. Zhu is irrelevant with regards to statements of facts in my Statement of the Claim.

51 In my Written submissions for the hearing on 14 July, I state there can be no Bundle of authorities in my submissions because the Defendant's issues are not known. Nevertheless, I made legal arguments which may have been relevant to material in the Affidavit by Goh, or alluded to in the Affidavit by Goh.

52 I presented legal arguments in which I cite and quote authorities in documents which I filed electronically in the Supreme Court and served electronically from the Supreme Court onto Mr. Zhu and Mr. Ang. The grounds and sources of information for these legal arguments are cited in those documents. Those documents are as follows:

(a) Wednesday the 16th of June at a time when I had not yet understood that the Affidavit by Goh was not a pleading;

(b) Tuesday the 22nd of June on directions from the Registrar, the affidavit 'Plaintiff in HC/S 413/2021; Mohamed Mustafa Mahmoud Helmy; 1st; 21.06.2021';

(c) Monday the 28th of June, at time I had recognised that SUM 2650 is a trial by ambush, the affidavit 'Plaintiff; Mohamed Mustafa Mahmoud Helmy; 2nd; 28.06.2021';

(d) Monday the 12th of July, Written submissions for the hearing on 14 July.

53 This is my plea to Your Honour. I would not dare to cite authorities in a plea made to the Justice of the Supreme Court of Singapore.

Court orders pronounced in the hearing of Wednesday the 14th of July

54 In the absence of certainty, I simply do not know what information was before the Court in the hearing.

55 In addition, I did not know what the Defendant's issue was, even though the Rules of Court allow for any issue Mr. Zhu and Mr. Ang may claim to be addressed in regular proceedings.

56 Assistant Registrar Kenneth Wang Ye mentioned that the capacity in which the deponent of the Affidavit by Goh and its authenticity, and which was filed by Mr. Ang and Mr. Zhu to endorse SUM 2650 under O 18 r 19 without pleadings, may not change the grounds of the order to strike out. Was legislation an argument – that HC/S 413/2021 was tried under the Employment Act?

Declarations by the Plaintiff

57 I affirm that, to the present moment Monday the 19th of July 2021, 08:040, the only summons served unto me by Mr. Ang and Mr. Zhu is SUM 2650.

58 I affirm that I was never instructed to attend a hearing which was not later vacated other than the special half-day hearing fixed for Wednesday the 14th of July.

Applications by the Plaintiff relevant to SUM 2650

59 After I recognised that SUM 2650 is trial by ambush, I filed in the Supreme Court and served electronically from the Supreme Court onto Mr. Zhu and Mr. Ang the following documents, all on Wednesday 28th of July, 2021 :

(a) Summons to strike out the Affidavit by Goh, HC/SUM 2991/2021;

(b) Summons under O 19 r 7, HC/SUM 3000/2021;

(c) Request to enter default judgement in Form 79A;

(d) The affidavit 'Plaintiff; Mohamed Mustafa Mahmoud Helmy; 2nd; 28.06.2021' to support HC/SUM 2991/202 and HC/SUM 3000/2021.

60 Though I expressed my intentions clearly, honestly, and promptly to Mr. Ang and Mr. Zhu in the applications mentioned in the paragraph above, I nevertheless on Monday the 5th of July at the Supreme Court filed and served electronically a Notice of intention to refer my 1st and 2nd affidavits mentioned above in the hearing fixed for 14 July.

61 I note that there appears to be an typographical error in the document generated electronically for HC/SUM 2991/2021: SUM 2650 is referred to as HC/SUM 3650/2021. To the best of my knowledge, the only application made by Mr. Zhu and Mr. Ang on behalf of the defendant in HC/S 413/2021 is HC/SUM 2650/2021.

62 I note that my Request to enter default judgement appears faulty, though I received an SMS confirming its acceptance./

Trial by ambush

63 I believe there that Mr. Zhu and Mr. Ang planned for trial by ambush since serving unto me by email SUM 2650 and the Affidavit by Goh.

64 Perhaps strongly indicative of pre-planning is the repeated reference by the author of the Affidavit by Goh to 'relevant legal submissions by solicitors'. Mr. Zhu and Mr. Ang kept me blind as to the nature of any issue.

65 The Affidavit by Goh makes false, serious and harmful allegations against me and for which there can be no evidence whatsoever. What substance there is serves to show that only 'the four corners' of the employment contract are considered.

66 Mr. Ang and Mr. Zhu made references to 'a pre-trial conference for SUM 2650', the 'conduct of SUM 2650', and so on.

67 During the hearing on 14 July, Mr. Ang's and Mr. Zhu's arguments talked past, ignored, dismissed any legislation other than the Employment Act. Mr. Zhu made one misconstrued oral argument with reference to the Animals and Birds Act to absolve the Defendant of responsibility. Your Honour, from the Court documents by Zhu and And for the hearing on 14 July, it is evident that Mr. Zhu may not be inhibited to cite law completely out of context (ANG-3, page 24).

68 In my Statement of the Claim, and much elaborated in documents I submitted to the Court, and during the hearing on 14 July 2021, I argued *unlawful termination.*

Abuse of the process of Court

69 Your Honour, Mr. Zhu and Mr. Ang served me with a summons under O 18 r 19 and held the Defendant's pleadings 'in abeyance'. Indeed, Mr. Zhu and Mr. Ang claimed that Assistant Registrar Kenneth Wang Ye may give such an order as to *keep the Defendant's pleadings in abeyance* among other statements inappropriately attributed the pronouncement of Assistant Registrar Kenneth Wang Ye (ANG-3, pages 25 to 31).

70 As I argued in my previous submissions, I believe there may be no justification for a summons under O 18 r 19 without pleadings because:

(a) If Mr. Zhu and Mr. Ang had wished to contest factual sustainability of the action, that I write plain and obvious and outrageous untruths, it would have been sufficient to file a defence or defence and counterclaim;

(b) If they had wished to contest legal sustainability, the Rules of Court allow for an action to be dismissed and summarily should this be proved;

(c) If they had not wished to make pleadings, the Rules of Court allow for the case to be determined under O 18 r 22;

(d) If their allegations that my Statement of the Claim was unclear, the Rules of Court allow for clarification and better particulars;

(e) For what reason did Mr. Zhu and Mr. Ang invoke the inherent powers of the Court by their summons under O 18 r 19 but without pleadings?

71 You Honour, I was sent a scandalous affidavit, hurtful to me, containing material evidence unrelated to my claim, in a summons under O 18 r 19 which does not specify the grounds of the application. Indeed, SUM 2650 obfuscates any grounds. At the same time, because the defence was held in abeyance, the Rules of Court were effectively suspended, so I could do nothing other than request judgement by default of defence.

72 Was HC/S 413/2021 tried only under the Employment Act? If there had been an error in the electronic filing at the Supreme Court among other uncertainties, then Mr. Zhu and Mr. Ang were aware of such an error, and talked past me and instead made irrelevant and scandalous allegations against me.

73 The Court documents by Zhu and Ang for the hearing on 14 July show suspicious features (pages 33 to 249). The documents are unsigned, there is no

address for Mr. Zhu and Mr. Ang, a date on the front page and dates mentioned in the text are incorrect, *etc.*

74 There is not a single mention of the author of the Affidavit by Goh in the Written submissions by Zhu and Ang.

The Defendant's conduct

75 Your Honour, I suffered much harm at the hands of the Defendant. I was insulted, humiliated, dismissed, harassed, and made to suffer very much. And yet I did everything humanly possible to not escalate. In the words of the Registrar I had the honour of meeting at the Employment Claims Tribunal, I 'always extended the gentleman's hand'.

Mr. Zhu's and Mr. Ang's conduct

76 I do not believe Mr. Zhu and Mr. Ang met their obligations to the Court. Indeed, I believe Mr. Zhu and Mr. Ang abused the process of Court.

77 Mr. Zhu and Mr. Ang made and continue to make false statements in their correspondence with me.

78 I discuss several hypocrisies in the communication and action of Mr. Zhu and Mr. Ang in my 4th Affidavit, under my Written submissions for the hearing on 14 July.

79 I put 'reinstatement' as a remedy in my Statement of the Claim even though I knew it might complicate matters down the road. I put reinstatement in because, though I had already *tried very hard* to negotiate with the Defendant in several fora,

I *still* believed the Court may persuade the Defendant to reinstate me. In other words, I acted in good faith and with good intentions. Instead, Mr. Ang and Mr. Zhu argue that I asked for a large sum of money to 'force the Defendant to reinstate me after *wrongful* termination'. Why am ***I*** being punished?

80 Was I wrong to take Mr. Zhu and Mr. Ang on their word, that they are solicitors registered in Singapore and in such capacity represent the Defendant before the Supreme Court? And to assume that Mr. Zhu and Mr. Ang are bound by the Rules of Court and the Practice Directions which will govern proceedings?

81 I am polite and courteous to Mr. Zhu and Mr. Ang and when they insist on making statements, more often than not misleading, and apparently to frustrate, confuse, and humiliate me, I *remained* polite and believed in the Rules of Court.

82 Whereas Mr. Zhu misrepresents almost all my communication (for example ANG-3, page 24) and in a manner from which malintent cannot be excluded, declares procedures a nullity when Rules of Court state he may not, submits falsified documents to Court, and unilaterally invokes the power of Court to extend time for *a or the* fundamental process in the conduct of a trial.

Prayer

83 I stand by my pleadings as in the Statement of the Claim and am at the Court's disposal to submit any and all evidence deemed relevant, may it please the Court.

84 Your Honour, the Defendant abused power and responsibility, and harmed me to an extent that may be difficult to believe without evidence. The evidence is at Your Honour's disposal.

85 Mr. Zhu and Mr. Ang prohibited me from presenting evidence at Court through what appears to be abuse of the process of Court and trial by ambush.

86 I humbly pray for further arguments to be heard.

Mohamed Mustafa Mahmoud Helmy
(FIN No. G3363781R)
Self-employed researcher, MD, PhD
10 Jurong Lake Link, #15-39, Singapore 648131
Litigant-in-person

Affirmed by the abovenamed)
Mohamed Mustafa Mahmoud Helmy)
In the Supreme Court, Singapore)
On the 19th day of July)

M. Helmy

BEFORE ME
COMMISSIONER OF OATHS

This is the exhibit marked ANG-3 referred to in the 3rd Affidavit of Mohamed Mustafa Mahmoud Helmy (FIN No. G3363781R) and affirmed before me this Monday 19 July 2021.

COMMISSIONER FOR OATHS
Soh Hui San
C12021/0020
1 Apr 2021 - 31 Mar 2022
COURT INTERPRETER, SINGAPORE

Before me,
COMMISSIONER FOR OATHS

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

12 Jul 2021 – 18 Jul 2021

25	Kenneth Wang Ye Assistant Registrar	
10:00 AM Chamber 2-5	HC/S 413/2021 (HC/SUM 3000/2021) MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY EMPLOYMENT / ALL OTHER SUMMONS	OS & Summons - General
	APPLICANT MOHAMED MUSTAFA MAHMOUD HELMY (UNREPRESENTED)	**RESPONDENT** NANYANG TECHNOLOGICAL UNIVERSITY (ZHU MING-REN WILSON / TIMOTHY ANG WEI KIAT (HONG WEIJIE)) (RAJAH & TANN SINGAPORE LLP)
10:00 AM Chamber 2-5	HC/S 413/2021 (HC/SUM 2991/2021) MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY EMPLOYMENT / SUMMONS FOR STRIKING OUT AFFIDAVIT	OS & Summons - General
	APPLICANT MOHAMED MUSTAFA MAHMOUD HELMY (UNREPRESENTED)	**RESPONDENT** NANYANG TECHNOLOGICAL UNIVERSITY (ZHU MING-REN WILSON / TIMOTHY ANG WEI KIAT (HONG WEIJIE)) (RAJAH & TANN SINGAPORE LLP)
10:00 AM Chamber 2-5	HC/S 413/2021 (HC/SUM 2650/2021) MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY EMPLOYMENT / SUMMONS UNDER O18 R 19	OS & Summons - O18/O33 r 2
	APPLICANT NANYANG TECHNOLOGICAL UNIVERSITY (ZHU MING-REN WILSON / TIMOTHY ANG WEI KIAT (HONG WEIJIE)) (RAJAH & TANN SINGAPORE LLP)	**RESPONDENT** MOHAMED MUSTAFA MAHMOUD HELMY (UNREPRESENTED)

Query

From: helmy.m@protonmail.com <helmy.m@protonmail.com>

To: helpdesk@crimsonlogic.com.sg <helpdesk@crimsonlogic.com.sg>
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Timothy Ang <timothy.ang@rajahtann.com>
Wilson Zhu <wilson.zhu@rajahtann.com>
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Mohamed Helmy <helmy.m@gmail.com>

Date: Friday, July 16th, 2021 at 12:51 AM

PRIVATE AND CONFIDENTIAL [BY EMAIL]

To CrimsonLogic

Dear Sir or Madam,

On Monday 12 July 2021, I filed documents on eLitigation at the Supreme Court Service Bureau, LAWNET SERVICE BUREAU (SUPREME COURT) Acknowledgment Slip No. P5167. Shortly afterwards, on receiving the notification message, I received and signed for the Submission Reply Slip and service on RAJAH & TANN SINGAPORE LLP confirmation, at the Supreme Court Service Bureau.

I could not find Acknowledgment Slip No. P5167 on the 'Check Service Bureau Filling Status' (https://www.elitigation.sg/_layouts/IELS/HomePage/Pages/SBFilingStatus.aspx) at 'Supreme Court' location. I *did* find Acknowledgment Slip No. P5167 at 'Chinatown Point' location.

May you please clarify:

1. Why are the documents I filed at the Supreme Court Service Bureau listed under Chinatown Point?

2. The documents I filed were served on RAJAH & TANN SINGAPORE LLP, acknowledged, and responded to. Why is Service not confirmed in Filing Status of Slip No. P5167? Please see screenshot attached inline below.

I look forward to your reply, thank you in advance.

[Attachment below inline: screenshot of P5167 filing status]

cc:
1. Supreme Court Registry (1 Supreme Court Lane, Singapore 178879); and
2. Rajah & Tann Singapore LLP, c/o Mr. Timothy Ang and Mr. Wilson Zhu (9 Straits View, #06-07 Marina West Tower, Singapore 018937)

[2] HC/S 413/2021

☆

Dear Mr. Ang and Mr. Zhu,

Other references aside, you cite *Singapore Civil Procedure* in your Written submissions out of context or in contradiction. For example:

1. In paragraph [89] of your Written submissions, you refer to [18/19/13], which refers to O. 18, r. 19(1)(c). That's the one *not* in SUM 2650.
2. In paragraph [119] of your Written submissions, you cite [18/19/5] for the 'self-explanatory' nature of an NTU application with affidavit evidence to strike out under O. 18, r. 19(1)(a), (b), and/or (d), because, I suppose, it is not *just* under O. 18, r. 19(1)(a). The title of [18/19/4], same page, is: "**Applicant must specify complaint**".
3. A reference to [18/19/4] *is* made in your Written Submissions but not on specificity. You write, "...An abuse of Court process can operate independently as a separate ground for striking out an action, and is not dependent on whether there is any prejudice sustained by the defendant or whether a fair trial is no longer possible...". I am wondering how your statement can be inferred from text in [18/19/4], unless there's been an error. The paragraph emphasizes very strongly the importance of 'precisely' specifying 'what is being attacked', and when made on one or all grounds, 'such grounds must be specified'.

I believe that reference commands respect, perhaps sanctity.

In paragraph [55] of your Written submissions you cite "...***Gunton v Richmond-upon-Thames London Borough Council*** [1981] Ch 448 ("**Gunton**")..." *(sic)*. I am wondering why, because either judgement speak in my favor. The evidence is in writing, please ask Mr. Goh for it. Assuming you did not know that Mr. Goh has a statement from me saying exactly that - *still* why did you choose it?

HC/S 413/2021 - SUM 2650, SUM 2991, SUM 3000

From: Timothy Ang <timothy.ang@rajahtann.com>

To: helmy.m@protonmail.com <helmy.m@protonmail.com>
Mohamed Helmy <helmy.m@gmail.com>

CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Anna Oh <anna.oh@rajahtann.com>

Date: Friday, July 16th, 2021 at 9:41 AM

HC/S 413/2021

Dear Sirs,

1. We attach herewith our letter of even date for your urgent attention.

2. All our clients' rights are reserved in the meantime.

Timothy Ang
Senior Associate

D +65 62320417
M +65 96838374
F +65 64282033

RAJAH & TANN SINGAPORE LLP
9 Straits View #06-07, Marina One West Tower, Singapore 018937

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RAJAH & TANN

Dr Mohamed Mustafa Mahmoud Helmy
10 Jurong Lake Link
#15-39
Singapore 648131

BY EMAIL ONLY

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	16 July 2021	1/1+ encs

Dear Sirs,

HC / S 413 / 2021
HC / SUM 2650 / 2021 ("SUM 2650")
HC / SUM 2991 / 2021 ("SUM 2991")
HC / SUM 3000 / 2021 ("SUM 3000")
MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY

1. We refer to the Orders of Court issued by Learned Assistant Registrar Kenneth Wang Ye on 14 July 2021 in respect of SUM 2650, SUM 2991 and SUM 3000.

2. Pursuant to the aforementioned Orders of Court, cost orders aggregating to S$10,500 (all-in) have been ordered against you in favour of our client. We enclose herewith copies of the sealed Orders of Court for your reference.

3. In the circumstances, please make payment of **S$10,500** to us as our client's solicitors by cheque or cashiers' order drawn in favour of "**Rajah & Tann Singapore LLP**" or by way of electronic transfer to our bank account (the details of which are set out below) **by no later than close of business of 21 July 2021.**

Name:	Rajah & Tann Singapore LLP - Clients' A/c
Account No:	629-474743-001
Beneficiary Bank:	Oversea-Chinese Banking Corporation Limited
Bank Address:	65 Chulia Street, OCBC Centre, Singapore 049513
SWIFT Code:	OCBCSGSG
Reference:	WZR/TWK/292401/65

4. All our clients' rights are reserved.

Yours faithfully,

Rajah & Tann

Wilson Zhu / Timothy Ang
T +65 6232 0490 / 6232 0417
F +65 6428 2175 / 6428 2033
E wilson.zhu@rajahtann.com / timothy.ang@rajahtann.com

Encs.
cc. clients

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 2650/2021
Doc No.: HC/ORC 3943/2021
Filed: 15-July-2021 02:09 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

ORDER OF COURT

Before: Assistant Registrar Kenneth Wang Ye in Chambers

Date of Order : 14-July-2021

Upon the application of NANYANG TECHNOLOGICAL UNIVERSITY (UEN No. 200604393R) (the "**Defendant**"), made by way of HC/SUM 2650/2021 filed on 8 June 2021 coming for hearing on 14 July 2021, UPON READING the affidavit of Goh Ke Min Kevin dated 7 June 2021 and the affidavits of Mohamed Mustafa Mahmoud Helmy (the "**Plaintiff**") dated 21 June 2021 and 28 June 2021, and the submissions filed by the Plaintiff and the Defendant and UPON HEARING counsel for the Defendant and the Plaintiff appearing in person,

It is ordered that:

1. The Plaintiff's claim against the Defendant in HC/S 413/2021 be wholly struck out pursuant to Order 18 Rules 19(1)(a) of the Rules of Court, with liberty granted to the Plaintiff to refile a fresh suit even if on the same underlying facts;

2. The timelines for the Defendant to file its Defence be held in abeyance pending the resolution of this application; and

3. The Plaintiff shall pay the Defendant S$8,000 (all-in) being costs of the application.

TEH HWEE HWEE
REGISTRAR

SUPREME COURT
SINGAPORE

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 2991/2021
Doc No.: HC/ORC 3942/2021
Filed: 15-July-2021 02:12 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

ORDER OF COURT

Before: Assistant Registrar Kenneth Wang Ye in Chambers

Date of Order : 14-July-2021

Upon the application of **MOHAMED MUSTAFA MAHMOUD HELMY** (FIN No. G3363781R) (the "**Plaintiff**"), made by way of HC/SUM 2991/2021 filed on 28 June 2021 (the "**Application**") coming for hearing on 14 July 2021, UPON READING the submissions filed by the Plaintiff and Nanyang Technological University (the "**Defendant**") and UPON HEARING counsel for the Defendant and the Plaintiff appearing in person,

It is ordered that:

1. The Plaintiff's Application is dismissed;

2. The Plaintiff shall pay the Defendant S$2,000 (all-in) being costs of the Application.

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 3000/2021
Doc No.: HC/ORC 3941/2021
Filed: 15-July-2021 02:12 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

ORDER OF COURT

Before: Assistant Registrar Kenneth Wang Ye in Chambers

Date of Order : 14-July-2021

Upon the application of MOHAMED MUSTAFA MAHMOUD HELMY (FIN No. G3363781R) (the "Plaintiff"), made by way of HC/SUM 3000/2021 filed on 28 June 2021 (the "Application") coming for hearing on 14 July 2021, UPON READING the affidavit of the Plaintiff dated 28 June 2021 and the submissions filed by the Plaintiff and Nanyang Technological University (the "Defendant") and UPON HEARING counsel for the Defendant and the Plaintiff appearing in person,

It is ordered that:

1. The Plaintiff's Application is dismissed.

2. The Plaintiff shall pay the Defendant S$500 (all-in) being costs of the Application.

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

Fw: HC/S 413/2021 - SUM 2650, SUM 2991, SUM 3000

From: helmy.m@protonmail.com <helmy.m@protonmail.com>

To: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>
Timothy Ang <timothy.ang@rajahtann.com>
Wilson Zhu <wilson.zhu@rajahtann.com>
info@rajahtann.com <info@rajahtann.com>

Date: Saturday, July 17th, 2021 at 12:34 AM

To: The Registrar of the Supreme Court
and
Mr. Timothy Ang and Mr. Wilson Zhu at Rajah &Tann

Re: Document from Rajah & Tann

1. I believe there are fatal irregularities in the document attached [*2021.07.16 - RT ltr to Dr Helmy.pdf*] sent to me by Mr. Ang and Mr. Zhu, purporting to be draft orders.

Attention: The Registry

2. The *Access codes* appear invalid. Data is not accessed by following instructions and placing the Case No. in '*Case Numbers with 2 slashes ".../.../..." (e.g. HC/S 1/2019)*'.

Attention Mr. Ang and Mr. Zhu

3. Please affirm the following statement in paragraph [1] of your letter dated 16 July 2021 and that it refers to material following it: "We refer to the Orders of Court issued by Learned Assistant Registrar Kenneth Wang Ye on 14 July 2021 in respect of SUM 2650, SUM 2991 and SUM 3000".

4. Please clarify how you propose to 'hold the Defendant's Defense in abeyance pending the resolution of this application' in the orders given on that application in an action wholly struck out.

5. Please specify what is meant by 'filed' and issued' in the material sent.

Mohamed Helmy
MD, PhD

helmy.m@protonmail.com
+65 83 555 817

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

HC/S 413/2021
HC/SUM 2650/2021
HC/SUM 2991/2021
HC/SUM 3000/2021

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

... Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

... Defendant

DEFENDANT'S WRITTEN SUBMISSIONS

12 July 2021 (for hearing on 14 July 2021)

Litigant-In-Person (Plaintiff)
Dr Mohamed Helmy

Solicitors for the Defendant
Mr Wilson Zhu / Mr Timothy Ang Wei Kiat
Rajah & Tann Singapore LLP
Ref: WZR/TWK/292401/65

DEFENDANT'S WRITTEN SUBMISSIONS

I. INTRODUCTION

1. This is a case of a former employee whose employment was terminated in accordance with contract, by paying salary in lieu of notice. Termination was for convenience and not for cause. In most cases, that is the end of the matter. The terminated employee moves on with his life, and turns his energies towards seeking new employment.

2. Unfortunately, this case departs from the norm. Instead of accepting that termination was in accordance with his contractual rights and obligations, the former employee in this case is now seeking payment of S$3,048,000.00 and/or reinstatement of employment.

3. The former employee has pleaded a meandering and discursive statement of claim to support his case. The pleadings, which contain vague allusions to forgery, theft, cheating, extortion, harassment, police suppression and intimidation, are highly confusing.

4. However, if the pleadings were distilled, the crux of the former employee's case is wrongful termination. The Defendant will submit below that the Plaintiff simply has no cause of action, and that his entire claim should be struck out.

5. After the Defendant filed its striking out application in HC / SUM 2650 / 2021, the Plaintiff filed the following applications in retaliation:

(a) HC / 2991 / 2021, being an application to strike out the Defendant's affidavit supporting the striking out application; and

(b) HC / SUM 3000 / 2021, being an application for judgment in default and assessment of damages.

6. The Defendant will first address the main substantive application, being its striking out application, before turning to the Plaintiff's applications.

II. BACKGROUND

A. The employment contract

7. The Plaintiff was formerly employed by the Defendant, Nanyang Technological University ("**NTU**") as a research fellow on a short-term contract in NTU's School of Biological Sciences. The Plaintiff's salary was S$6,000 a month, and the term of his employment was only for one year.

8. The terms of the Plaintiff's employment are contained in a letter of appointment dated 30 October 2019, as amended by a letter dated 23 March 2020 (collectively, the **"Employment Contract**"). The Employment Contract is a straightforward one, and includes the following terms:

(a) Clause 5.1 of the Employment Contract provides that either party may terminate the Employment Contract by giving at least one month's notice in writing, or by payment of one month's gross salary in lieu of notice (i.e. contractual termination by notice);

> *"5 TERMINATION OF EMPLOYMENT*
>
> *5.1 This [Employment Contract] may be terminated at any time:*
>
> *...*
>
> *5.1.2 after the probation period, by either party giving to the other party not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice."*

(b) Clause 5.2 of the Employment Contract allows NTU to terminate the Employment Contract immediately without compensation if there is cause (i.e. termination for cause):

> *"5.2 In addition, without derogation to any of [NTU's] rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration when assessing your work performance and [NTU] shall be entitled to suspend and/or terminate your employment*

immediately without notice and compensation on any of the following grounds:

> *5.2.1 if you commit any serious breach or repeat or continue (after warning) any material breach of your obligations hereunder;*
>
> ...
>
> *5.2.3 If you commit or engage in any serious misconduct, unreasonable absenteeism, wilful disobedience of [NTU's] lawful orders, wilful refusal to perform all or any of your duties, insubordination, breach of company secrecy, or violation of the laws and regulations of Singapore;*
>
> ...
>
> *5.2.7 If you fail to perform your duties and obligations under [the Employment Contract].*"

See [7] and [8] of the Defendant's Affidavit dated 8 June 2021 ***("Defendant's Affidavit")***, the Defendant's Bundle of Documents ("**DBOD**") **at Tab 3**.

B. Plaintiff's perceived complaints

9. The Plaintiff's employment commenced on 7 April 2020.

10. A few months later, in or around September 2020, the Plaintiff made numerous allegations to NTU against his supervisor, Assistant Professor Rupshi Mitra ("**AP Mitra**"). These included allegations of workplace bullying and research misconduct (collectively, the "**Allegations**").

11. NTU treats any allegation of misconduct with the utmost seriousness.

12. NTU's Office of Human Resources and Research Integrity Officer duly conducted investigations into the Allegations. As part of the investigations, meetings were conducted with the Plaintiff, AP Mitra, and the Plaintiff's colleagues. NTU concluded the investigations and was satisfied that there was no misconduct. In particular:

    (a) the Plaintiff's allegations of workplace bullying were not made out from the evidence provided by the Plaintiff. The Plaintiff's documentary evidence largely consisted of extracts of e-mail threads, with his own commentary on what he perceived as feedback that was not constructive, and his reactions to the tone of emails; and

    (b) the Plaintiff's research-related complaints were also largely disagreements over research methods used in his supervisor's laboratory. Disagreements on scientific method alone do not constitute misconduct. In any event, the Plaintiff's research-related

complaints were investigated by the Research Integrity Officer, and the Chair and Deputy Chair of NTU's Institutional Animal Care and Use Committee. No misconduct was found from the evidence provided.

See [10] of the ***Defendant's Affidavit***, **DBOD at Tab 3.**

C. Plaintiff refuses to meet NTU or report to work

13. During the course of the investigations, it came to NTU's attention that the Plaintiff had not reported to work since 14 September 2020.

14. On 6 October 2020, NTU's representatives met the Plaintiff to discuss the Allegations, and to hear directly from the Plaintiff on his complaints. At this meeting, NTU's officers also told the Plaintiff that he had not reported to work. NTU informed the Plaintiff that if he wished to work remotely from home, the Plaintiff should seek and obtain approval to do so. As a University designated as a "*specified school*" under the COVID-19 (Temporary Measures) (Control Order) Regulations 2020, NTU remained open during the specified period of time. Any work to be performed remotely had to be approved by the Plaintiff's management.

15. This was followed with multiple reminders between 9 October to 27 November 2020, where NTU reiterated, *inter alia*, that he had to obtain

approval to work remotely from home but had not done so: see [13]-[18] of the ***Defendant's Affidavit*, DBOD at Tab 3**.

16. NTU also informed the Plaintiff that it wanted to meet with him to give an update on its investigations on his Allegations. NTU informed that it would follow up after the meeting by providing an official email recording the matters conveyed.

17. The Plaintiff simply refused to attend the meeting and/or report to office to work. On 26 November 2020, the Plaintiff demanded that NTU provide the outcome of its investigations via an official message in writing beforehand. The Plaintiff then stated that he would then respond and meet "*if and when necessary*". The Plaintiff subsequently did not turn up for a proposed meeting on 27 November 2020.

18. On 27 November 2020, NTU emailed the Plaintiff stating that he had not reported to work in the office since 14 September 2020. NTU reiterated that the Plaintiff was obliged to report to work in the office, and that if he wished to work remotely, he had to obtain approval. NTU also expressly directed the Plaintiff to report to the office to work on 30 November 2020.

19. Despite NTU's clear instructions and reminders, the Plaintiff did not report to work on 30 November 2020. On the morning of 30 November 2020, the Plaintiff emailed NTU to claim, very bizarrely, that:

"I do not know this individual who was tolerated to be absent by his or her Reporting Officer, Human Resources Business Partner, and School Chair, and for a period of time you outlined (almost three (3) months!) but that is none of my concern."

See [17] of the ***Defendant's Affidavit***, **DBOD at Tab 3.**

20. Notwithstanding the Plaintiff's bizarre behaviour, NTU sent a final reminder to the Plaintiff on 2 December 2020 to immediately return to work in the office. NTU reiterated the Plaintiff's obligation to report to office to work, and highlighted that his absenteeism constituted a breach of, inter alia, the Employment Contract.

21. Despite receiving multiple email notices and warnings, the Plaintiff still failed and/or refused to report to the office for work. At this juncture, the Plaintiff was deliberately absent for two and a half months.

D. Contractual termination for convenience

22. On 4 December 2020, NTU gave written notice to the Plaintiff that his employment was terminated pursuant to Clause 5.1 of the Employment Contract, with payment of one months' salary in lieu of notice. In other words, termination was contractual and for **convenience**, not for cause.

23. By terminating for convenience instead of for cause, the Plaintiff received the benefit of a clean termination record, which would not show that he was terminated for cause. His future employment prospects would not be prejudiced by termination for cause.

24. The Plaintiff's termination did not sit well with him. The Plaintiff has since decided to style himself as a vigilante whistleblower, assuming the mantle of exposing a deep-seated conspiracy amongst various local and international institutions.

25. Through his website at www.nanyangscandal.com, the Plaintiff has embarked on a worldwide campaign to air his perceived grievances against, amongst others, NTU, the National University of Singapore, DUKE NUS Medical School, Imperial College London, the National Neuroscience Institute, various researchers within these institutes, Agency for Science, Technology and Research Singapore, NParks, Animal & Veterinary Services Singapore, the Karolinska Institutet in Sweden and the Max Planck Gesellschaft in Germany: see pp 62-81 of the ***Defendant's Affidavit***, **DBOD at Tab 3**.

26. It is difficult to pinpoint exactly what are the Plaintiff's grievances in his website. The broad gist of it is that (a) the Plaintiff claims he is exposing a cover-up involving corruption, breaches of scientific guidelines and

misused public funds, and (b) the powers-that-be (including various Singapore universities, government agencies and foreign educational institutions) are somehow complicit. This is so even if their only wrong was in not responding to his theories in the manner that he deems acceptable.

E. Suit 413

27. On 5 May 2021, the Plaintiff filed a Writ of Summons with an endorsement of claim against the Defendant in HC / Suit 413 2021 ("**Suit 413**"), seeking compensation of **S$3,048,000.00** on the basis that his "*employment at [NTU] was terminated after [he] reported illegal activity related to the work by [his] then-Reporting officer, [AP Mitra]*" see ***Writ of Summons with Endorsement* dated 5 May 2021, DBOD at Tab 1**.

28. The Plaintiff followed up with a Statement of Case on 25 May 2021. The Statement of Claim includes a litany of allegations against not only NTU, but other governmental departments.

29. Amongst other things, the Plaintiff has pleaded that NParks' Animal and Veterinary Service was not qualified to and had no interest in reviewing his reports on research misconduct. This triggered the Plaintiff to make a police report against the Animal and Veterinary Service, for an unspecified crime: see [24.1] of ***Statement of Claim* dated 25 May 2021 ("*Statement of Claim*"), DBOD at Tab 2**.

30. Likewise, the Plaintiff pleads that he has made "*a number of police reports*" for theft, cheating, mischief, forgery, extortion, harassment, and other unspecified matters. It is not clear who he has accused of these crimes. It appears that the Singapore Police Force are now implicated as well, because they did not respond in a manner that he deemed acceptable. According to the Plaintiff, the police have decided not to investigate any of his complaints. The police have even purportedly shouted at him, and stopped him from exercising his rights to lodge even more police reports on real or perceived crimes: see [24.2] of ***Statement of Claim*, DBOD at Tab 2**.

31. As against the Defendant, the Plaintiff says that his employment was "*terminated for no apparent reason or for a reason obfuscated by [the Defendant]*", after he attempted to raise concerns on perceived research misconduct: see [5] of ***Statement of Claim*, DBOD at Tab 2**.He has therefore claimed for S$3,048,000.00 and/or reinstatement of employment.

32. We pause here to highlight two preliminary points.

33. First, the Plaintiff's salary in the Employment Contract was only S$6,000 per month, or S$72,000 a year. The Plaintiff was only on a short-term contract of one year. His employment would have ceased by April 2021, if not terminated earlier. Yet, nothing in the Writ or the pleadings discloses

how the Plaintiff arrived at the preposterous sum of **S$3,048,000.00** in damages (which is approximately 42 years of employment income at last drawn salary).

34. Second, the Plaintiff's Statement of Claim is highly confusing and unfocused. While the Plaintiff has said in a throwaway line in his reply affidavit dated 21 June 2021 (the "**Plaintiff's First Affidavit**") at [92] that the "*Cause of action… includes illegality of work [the Plaintiff] was ordered to engage, absence of due inquiry and retaliation against [the Plaintiff] including extortion*", the Honourable Court will note that (a) these are not pleaded, and (b) these are not even causes of action: see [92] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4.**

35. A cause of action contains two dimensions. First, it means the legal basis which entitles a plaintiff to succeed. Next, it signifies the factual situation which entitles one person to obtain a remedy from the Court: see ***Philip Morris Products Inc v Power Circle Sdn Bhd and ors*** [1999] 1 SLR(R) 964 at [5], **Defendant's Bundle of Authorities** ("**DBOA**") at **Tab 13**.

36. Taking the Plaintiff's pleadings at their highest, his claim against the Defendant for damages or reinstatement is premised on one cause of action: purported wrongful or unlawful dismissal after NTU allegedly brushed off the Plaintiff's complaints of research misconduct: see [1] of the ***Statement of Claim*, DBOD at Tab 2.**

37. In his affidavits, the Plaintiff himself confirms that his claim is that of unlawful termination: see [9] and [58] of the ***Plaintiff's First Affidavit***, **DBOD at Tab 4**.

38. NTU acted expeditiously after being served with the Statement of Claim on 25 May 2021. On 8 June 2021, NTU filed the present application in HC / SUM 413 / 2021 to request that timelines for filing its Defence to be held in abeyance, and for the Plaintiff's claims to be struck out on the following grounds:

    (a) that the Plaintiff's Statement of Claim discloses no reasonable cause of action (Order 18 Rule 19(1)(a) of the Rules of Court (Chapter 322, Section 80) ("***ROC***"));

    (b) that the Plaintiff's claim is scandalous, frivolous or vexatious (Order 18 Rule 19(1)(b) of the ROC); and

    (c) that the Plaintiff's claim is an abuse of the process of Court (Order 18 Rule 19(1)(d) of the ROC).

39. It will be submitted that the above grounds (whether singly or as a collective whole) are sufficient to strike out the Plaintiff's claims in his Statement of Claim.

40. On 28 June 2021, the Plaintiff filed HC/SUM 3000/2021 for, *inter alia*, an assessment of damages and HC/SUM 2991/2021 for NTU's affidavit to be wholly struck out pursuant to Order 41, Rule 6 of the ROC. Neither of these applications have any merit.

41. We shall first address NTU's striking out application.

III. SUM 2650: STRIKING OUT

A. Principles for striking out

42. It is only in plain and obvious cases that an action should be struck out. The claim must be "*obviously unsustainable, the pleadings unarguably bad and it must be impossible, not just improbable, for the claim to succeed before the court will strike it out*": ***Singapore Civil Procedure*** at [18/19/6], **DBOA at Tab 19.**

43. Order 18 r19(1) of the Rules of Court and the Court's inherent jurisdiction exist to protect a party from being harassed and put to the trouble and expense of preparing for a trial in certain cases, for example, where the case is frivolous, vexatious or hopeless.

44. It will be submitted below that the Defendant has met this threshold for striking out the Plaintiff's claims.

B. Defendant entitled to terminate employment contract at any time

45. The Plaintiff's entire case rests on his allegation that he was wrongfully terminated.

46. The Plaintiff pleads in the Statement of Claim that he received a letter informing of termination under Clause 5.1 of the Employment Contract, and that the letter does not state a reason for termination. As discussed above, Clause 5.1 allows for contractual termination by paying salary in lieu of notice.

47. It is trite law that an employer can terminate an employment contract with an employee at any time and for any reason, or for no reason, as long as such termination is allowed under the contract: see ***Ridge v Baldwin*** [1964] AC 40 at pp 65 to 66, **DBOA at Tab 15,** and ***Latham Scott v Credit Suisse First Boston*** [2000] 2 SLR(R) 30 ("***Latham Scott***") at [44] **at DBOA at Tab 10**.

48. In this case, the express bargain was that the Defendant can terminate the Plaintiff's employment contract for convenience at any time by paying salary in lieu of notice. The Defendant has full discretion to do so.

49. The Plaintiff has not pleaded any facts to show why the Defendant cannot terminate in accordance with the express terms of the Employment Contract. This alone would be sufficient to strike out the Plaintiff's action under Order 18 r 19(1)(a) of the ROC.

C. Measure of damages for wrongful dismissal is amount Plaintiff would receive under Employment Contract

50. Another approach to striking out is to examine the remedies sought, if the Plaintiff was able to prove all his factual claims.

51. An action is legally unsustainable if it is clear as a matter of law that even if the party concerned were to succeed eventually in proving all the facts that he had to prove in order to establish his case, he would not be entitled to the remedy sought. If so, striking out under Order 18 r19(1)(b) would be appropriate: see ***The "Bunga Melati 5"*** [2012] 4 SLR 546 at [39], **DBOA at Tab 16**.

52. The Honourable Court can therefore proceed by taking the Plaintiff's case at its highest and by assuming (without finding) that he had been wrongly terminated. The legal issue is whether he is entitled to a remedy for S$3,048,000.00, after receiving contractual salary in lieu of notice.

53. It is clear beyond argument that the answer is no.

54. It is trite law that the amount of damages for wrongful dismissal is the amount that the employee would have earned under the contract for the period until the employer could have lawfully terminated it, subject to mitigation by the amount that he could reasonably be expected to earn in other employment: see ***McGregor on Damages***, *21st Edition* at [33-005] to [33-006] at **DBOA at Tab 20**.

55. In ***Gunton v Richmond-upon-Thames London Borough Council*** [1981] Ch 448 ("***Gunton***") at **DBOA at Tab 6**, the English Court explained at p470B that an employer is entitled to exercise its contractual right to terminate an employment contract without assigning any reason. The English Court further held at p469C that if an employee was wrongfully dismissed, employers are deemed entitled to end an employment contract at the earliest date that they could properly do so (i.e. in accordance with contract). This means that the maximum damages available would be the amount that the employee would be entitled to, had he been terminated in accordance with contract:

> *"Where a servant is wrongfully dismissed, he is entitled, subject to mitigation, to damages equivalent to the wages he would have earned under the contract from the date of dismissal to the end of the contract. The date when the contract would have come to an end, however, must be ascertained* ***on the assumption that the employer would have exercised any power he may have had to bring the contract to an end in the way most beneficial to***

> ***himself***; *that is to say, that he would have determined the contract at the earliest date at which he could properly do so: see McGregor on Damages, 13th ed. (1972), paras 884, 886 and 888."*

56. The Singapore Court of Appeal has affirmed ***Gunton*** in the case of ***Alexander Proudfoot Productivity Services Co S'pore Pte Ltd v Sim Hua Ngee Alvin*** [1992] 3 SLR(R) 933 (**"*Proudfoot*"**), **DBOA at Tab 4**. The Court of Appeal held that if an employee was wrongfully dismissed, if the employment contract provides that it can be terminated by one month's notice, damages would be limited to one month's salary:

> "[*13*] *....what then would be the correct measure of damages for the wrongful dismissal?* ***The normal measure is the amount the employee would have earned under the contract for the period until the employer could lawfully have terminated it, less the amount he could reasonably be expected to earn in other employment. If the contract expressly provides that it is terminable upon say a month's notice, the damages will ordinarily be a month's wages****...*
>
> *[14] If a master who is entitled to dismiss a servant on not less than three month's notice, wrongfully purports to dismiss the servant summarily, the dismissal, being wrongful, is a nullity and the* ***servant can recover as damages for breach of contract three month's remuneration and no more, subject to mitigation****; that is to say, remuneration for the three months following the summary dismissal..."*
>
> (emphasis added)

57. The Court of Appeal's decision in ***Proudfoot*** was followed in another Court of Appeal decision in ***Latham Scott*** at **DBOA at Tab 10**.

58. In *Latham Scott*, the employment contract provided that the employee should be given one month's notice of termination. As the employer had already paid this sum to the employee, the Court of Appeal found that no further award of damages could be made against the employer (at [72]).

59. A more recently constituted Court of Appeal affirmed this trite principle again in the context of a striking out application. In ***Wee Kim San v Robinson & Co*** [2014] 4 SLR 0357 (**"*Wee Kim San*"**), **DBOA at Tab 18**, the appellant claimed that he was forced to resign from his employer because of persecution and unreasonable bias. Accordingly, the appellant claimed for loss arising from constructive dismissal and breaches of implied terms of trust and confidence.

60. As the employee's contract only allowed for 2 months' salary in lieu of notice, the Court of Appeal held that the employee's claim for damages for financial loss beyond the amount payable under the notice period was "*legally unsustainable*" (at [22]). The Court further held that:

> *"[38]... if the parties have agreed that the employer has a right to terminate the employment contract upon notice or payment of salary in lieu of notice, it would be inconsistent with that contractual*

right to say that the employer nevertheless has to pay an employee who has been wrongfully dismissed damages that extend beyond the amount of salary payable for the contractual notice period".

61. Accordingly, the Court of Appeal struck out the employee's claim under Order 18 rule 19.

62. These Singapore authorities have been consistently and unproblematically applied by courts at first instance.

63. In ***Ng Chin Siong v MTU Asia Pte Ltd*** [2018] SGDC 250 ("***Ng Chin Siong***") at **DBOA at Tab 12**, the District Court applied Order 18 r19 and struck out an employee's claims for future salary beyond his contractual notice period, and for loss of chance to earn year-end bonuses and performance bonuses. The District Court held at [13] that in light of the Singapore authorities, including ***Wee Kim San***:

"13 ...the Plaintiff's claim for loss of future salary... is similarly unsustainable. Even if one were to accept the alleged breaches claimed by the Plaintiff against the Defendant, in relation to the Plaintiff's claim for loss of salary, the most the Plaintiff is entitled to would be the salary payable for his contractual notice period. That sum has already been paid by the Defendant to the Plaintiff and the Plaintiff is not entitled to any future salary beyond that."

64. Likewise, the employee in ***Ng Chin Siong*** had no cause of action for any discretionary bonus which he could have earned, had he not been terminated. The District Court explained that bonus is entirely subject to an employer's discretion. Hence, the employee cannot be in a better position viz his bonus if he was terminated, than if he continued to remain in employment.

65. This must be correct. The English Court has held that a claimant has no entitlement in an action for wrongful dismissal to be compensated for loss of the chance if, had the employer abided by contract, he might not have been dismissed. In so holding, the Court affirmed that "*the [claimant's] attempt to introduce the loss of a chance into the calculation of the damages [is] a heresy*": see ***Janciuk v Winerite*** *[1998] IRLR 63 at p64*, as cited in ***McGregor on Damages*** at [33-008] at **DBOA at Tab 20**.

66. Further, the Plaintiff has also skirted around the fact that NTU would have been fully entitled to terminate him for cause with no salary in lieu of notice, had the Defendant not given him the benefit of termination for convenience.

67. NTU has exhibited objective, contemporaneous emails showing that the Plaintiff had repeatedly refused to attend a meeting with NTU's HR department and/or report to work. Despite NTU's multiple reminders and indulgence, the Plaintiff unilaterally decided to be absent from work for

more than 2.5 months. By doing so, the Plaintiff had shown no intention to remain bound by the Employment Contract.

68. There is no real dispute that the Plaintiff was wilfully absent without leave for 2.5 months. In the Plaintiff's two affidavits which span 71 pages, the Plaintiff has only been able to offer a bare denial:

> *"During mediation at the Tripartite Alliance for Dispute Management, Ministry of Manpower, I was required to present evidence that I was not absent from work, which I did. [The Defendant's representative] was requested to present evidence of my absence from work and he failed to do so."*

See [45] of the ***Plaintiff's First[1] Affidavit*** at **DBOD at Tab 4.**

69. The Plaintiff does not elaborate on his very terse statement. This is not surprising. Any post-hoc explanation would not stand up to scrutiny against the contemporaneous documentary evidence that the Defendant has produced.

70. In the circumstances, it is plain that the Plaintiff is not entitled to any sums beyond his contractual salary in lieu of notice. The Plaintiff's claim for additional damages must therefore be struck out under Order 18 r19(1)(b) or (d).

D. No specific performance of employment contracts

71. Following termination, the Court will not order specific performance of employment contracts (i.e. contracts involving personal service) and/or the reinstatement of employees unless there are exceptional circumstances: see ***Snell's Equity, 24th Edition*** at [17-012] to [17-015], **DBOA at Tab 21** and ***Wee Kim San*** at [39] at **DBOA at Tab 18.**

72. The rationale is set out by Geoffrey Lane LJ in ***Chappell and Others v. Times Newspapers Ltd. and Others*** [1975] 1 W.L.R. 482, **DBOA at Tab 5**, at p506B-C:

> "*...the question remains: should this court, on the assumption that the proposed action is unlawful or unfair or both, force the employers to continue the contract of service?* ***Very rarely indeed will a court enforce, either by specific performance or by injunction, a contract for services, either at the behest of the employers or of the employee. The reason is obvious: if one party has no faith in the honesty or integrity or the loyalty of the other, to force him to serve or to employ that other is a plain recipe for disaster.***"
>
> (emphasis added)

73. The Courts will therefore only order specific performance in special circumstances. This is where the relationship and the confidence between the employer and the employee remains intact.

74. In ***Hill v CA Parsons*** [1972] Ch 305 at p316, **DBOA at Tab 8,** the English Court of Appeal allowed an injunction restraining the employer from terminating an employee. In this exceptional case, the Court found that the employee had, at all material times, enjoyed the full confidence of his employer. The employer was only compelled to terminate because its hand was forced by a trade union.

75. In ***Powell v Brent London*** [1988] ICR 176 at pp193 and 194, **DBOA at Tab 14,** the English Court of Appeal affirmed that Courts will only order specific performance in special circumstances:

> *"First I must state the principle which must, I think, guide our decision. It is clear to me* ***that part of the basis of the general rule against specific performance of contracts of service is that mutual confidence is normally a necessary condition for the satisfactory working of a contract of service.***
>
> ...
>
> *...the court will not by injunction require an employer to let a servant continue in his employment, when the employer has sought to terminate that employment and to prevent the servant carrying out*

his work under the contract, ***unless it is clear on the evidence not only that it is otherwise just to make such a requirement but also that there exists sufficient confidence on the part of the employer in the servant's ability and other necessary attributes for it to be reasonable to make the order.***"

(emphasis added)

76. In Singapore, the Court of Appeal has confirmed that an employer can terminate an employment contract at any time with no reason, as long as the contract allows for it. Following termination, there have to be special circumstances before the Court will make orders that the terminated contract should still subsist. The rule in straightforward cases of contractual termination is that if the master rightfully ends the contract, there can be no complaint: see ***Lim Tow Peng and anor v Singapore Bus Services Ltd*** [1974-76] SLR(R) 673 at [10], [20]-[21], **DBOA at Tab 11**.

77. Applying the above, even if it is assumed that the Plaintiff was wrongfully terminated, there are no exceptional circumstances to warrant specific performance or reinstatement of the Plaintiff.

78. It is not the Plaintiff's position that parties continue to have mutual faith in their honesty, integrity or loyalty, in order for reinstatement to be feasible. Instead, in the Plaintiff's own words:

(a) NTU is an institution which indulges "*systemic research and academic misconduct*", "*widespread corruption*" and "*who only understands violence and intimidation*": see pp69-72 and 80 of the ***Defendant's Affidavit*, DBOD at Tab 3**;

(b) "*NTU Staff apparently conducted themselves towards me in a manner calculated to destroy the confidence and trust I had in my then-Employer*": see [28] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4**; and

(c) "*NTU Staff… apparently coordinated actions to erode my trust and confidence*": see [29] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4**.

79. In other words, even on the Plaintiff's own case, there is no legal or factual basis for reinstatement.

80. The fact that the Plaintiff has sued NTU, and has levelled grave accusations against NTU in his Statement of Claim, has also destroyed any mutual confidence between parties.

81. Further, given the Plaintiff's actions both prior and after termination, any cordial employer-employee relationship which may have existed before would have been permanently damaged by the Plaintiff.

82. The Plaintiff has already displayed a pattern of utter disregard for NTU's policies prior to termination. Despite multiple reminders and warnings over the course of more than 2 months, the Plaintiff had repeatedly refused to physically report for work and/or to meet the relevant personnel of NTU to receive an update on the outcome of the investigations on his Allegations. The Plaintiff did not obtain the requisite approval to work from home. Rather, he blithely dismissed NTU's multiple reminders in his email of 30 November 2020 as being "*none of [his] concern*".

83. As mentioned above, following the termination of the Plaintiff's employment at NTU, the Plaintiff made multiple false and scandalous allegations against NTU through, *inter alia*, his website at www.nanyangscandal.com.

84. The allegations on the Plaintiff's website are not limited to AP Mitra alone (which initially formed the basis of his Allegations). Rather, the Plaintiff's allegations slowly creeped outwards to ensnare NTU as an institution, when it became clear that NTU was not reacting to his claims in a manner that satisfied him. NTU therefore became accused of being complicit in "*systemic research and academic misconduct*" and "*widespread*

corruption": see pp 69 to 72 of the ***Defendant's Affidavit,*** **DBOD at Tab 3.**[1]

85. For the reasons above, it is submitted that the Plaintiff's claim for reinstatement is legally unsustainable and should be struck off under Order 18 Rules 19(1)(b) and/or (d) of the ROC: see ***Wee Kim San*** at [39] and [46], **DBOA at Tab 18**.

E. Suit 413 is an abuse of process

86. An abuse of Court process can operate independently as a separate ground for striking out an action, and is not dependent on whether there is any prejudice sustained by the defendant or whether a fair trial is no longer possible: see ***Singapore Civil Procedure*** at [18/19/4], **DBOA at Tab 19**.

87. As highlighted above, the Plaintiff's monthly salary was S$6,000 per month. His employment contract was only for one year, and would have concluded on 6 April 2021 if the Defendant had not terminated it on 4 December 2020. The Plaintiff's extravagant claim of **S$3,048,000.00** for monetary damages in lieu of reinstatement (see [49] of the ***Plaintiff's***

[1] This is entirely consistent with the Plaintiff's general pattern of conduct – any institution or agency that does not respond to the Plaintiff in the manner he expects, soon finds itself a target.

***Second Affidavit*, DBOB at Tab 6**) is approximately **42 times** of his annual salary.

88. The sheer quantum and lack of any explanation for the figure strongly suggests that Suit 413 was commenced for the collateral purpose of exerting pressure on the Defendant to pay *much* more than warranted under the Employment Contract, in order to secure reinstatement.

89. Further, if wholly immaterial matter is set out in such a way that the applicant must plead to it, and so raise irrelevant issues which may involve expense, trouble, and delay, then the irrelevant matters will be struck out, as it will prejudice the fair trial of the action. Likewise, a mass of evidence pleaded unnecessarily may be struck out: ***Singapore Civil Procedure*** at [18/19/13], **DBOA at Tab 19**.

90. As submitted above, the pleadings are wildly prolix and unfocused. They include a whole host of irrelevant issues and evidence which either have nothing to do with NTU, or which do not relate at all to any reasonable cause of action.

91. For example, the Plaintiff devotes the first half of the Statement of Claim to detailing how he was being "*bullied*". Among other things, the Plaintiff claims his supervisor allegedly declined his multiple requests to meet, including his requests to (rather alarmingly) meet near her residence

during weekends or after hours. The Plaintiff also chafed at being instructed to manually analyse videos of experiments, rather than being allowed to use software: see [11] of the ***Statement of Claim*, DBOD at Tab 2**.

92. The Plaintiff then claims to have discovered false statements in his supervisor's documents regarding animal use protocols. These purported false statements concern "*several practical, ethical, scientific training-related, factual and financial regards*", which is a bare statement that the Plaintiff does not elaborate on. Likewise, he says he has discovered past experimental work which he says is "*not in line with basic scientific standards*", again with no elaboration: see [12] of the ***Statement of Claim*, DBOD at Tab 2**.

93. None of these allegations have any bearing on Suit 413. NTU has already formally investigated and cleared the allegations through the relevant bodies. The Plaintiff refused to properly participate in this process and meet NTU when instructed to do so. It appears that the Plaintiff has also formally raised his complaints on scientific misconduct to NParks. Not having obtained the desired result through his complaints, the Plaintiff has turned to vindicating his views on the internet, and now in Suit 413.

94. However, the Court does not sit as a review board or supervisory authority for alleged workplace bullying or scientific misconduct. If there are any

grounds for breach of animal use protocols, then the Plaintiff's concerns will be dealt with by the regulators. This is not the correct forum, and Suit 413 is not the platform, for the Plaintiff to ventilate these complaints.

95. The Statement of Claim then swings to his various reports made to NTU, and two whole sections describing confidential discussions and positions taken during a mediation organised by the Tripartite Alliance for Dispute Management, under the *Employment Claims Act*: see [13]-[23] of the ***Statement of Claim*, DBOD at Tab 2**.

96. This is particularly vexatious. Section 4(3) of the *Employment Claims Act* expressly provides that mediation sessions are held in private. This is to encourage without-prejudice discussions for settling disputes. The Plaintiff himself concedes that events which occurred at mediation may not be admissible for evidence: see [88] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4.**

97. Yet, the Statement of Claim attributes to NTU various statements and positions taken in the confidential mediation. Such pleadings must be struck out as an abuse of process. To avoid doubt, NTU does not agree with the statements attributed to NTU and will respond in the appropriate forum if needed.

98. Finally, the Statement of Claim concludes with a section levelling accusations at NParks and the Singapore Police Force. Again, these are irrelevant to the supposed causes of action pleaded against NTU.

99. There will be unnecessary and unjustifiable expense, trouble, and delay, if NTU were required to plead to the sheer number of irrelevant and tangential issues in the Statement of Claim. Doing so would also prejudice the fair trial of any action.

100. Given the above, it is submitted that there are also sufficient grounds to strike out the Plaintiff's action under Order 18 Rule 19(1)(d) for an abuse of process.

IV. SUM 3000: DEFAULT JUDGMENT

101. We turn now to the Plaintiff's applications.

102. SUM 3000 is the Plaintiff's application for judgment in default of a defence under Order 19 of the ROC. In his affidavits, the Plaintiff has went on at length about how he is entitled to judgment, because NTU has yet to file a Defence. According to the Plaintiff, this is "*trial by ambush*" and an abuse of process.

103. The Plaintiff's claims are misconceived.

104. The Plaintiff's Statement of Claim was served on the Defendant on 25 May 2021. NTU filed its striking out application in SUM 2650 on 8 June 2021. The reliefs sought in SUM 2650 include the following standard prayer:

> "*[t]hat the timelines for the Defendant to file its Defence be held in abeyance pending the resolution of [SUM 2650]*".

105. Order 18 Rule 19(1) of the ROC expressly allows for striking out applications to be taken "*at any stage of the proceedings*". Where the Statement of Claim is being attacked, a striking out application may be made before the defence is served: *see* ***Singapore Civil Procedure*** at [18/19/3], **DBOA at Tab 19**.

106. This is also accepted law in Malaysia. In ***Haji Hussin bin Haji Ali v Datuk Haji Mohamed bin Yaacob*** [1983] 2 MLJ 227 **DBOA at Tab 7**, the Federal Court of Malaysia allowed the defendant's application to strike out the writ prior to the filing of a defence. In ***Tio Chee Hing v Government of Sabah*** [1981] 1 MLJ 207 **DBOA at Tab 17**, the Federal Court struck out the statement of claim before the defendant had even entered appearance.

107. This is entirely consonant with the remedies sought in a striking out application. If a defendant's position is that a Statement of Claim discloses

no reasonable cause of action or is frivolous, vexatious or otherwise an abuse of process, why would that defendant engage by filing a defence? The defendant should be going ahead to strike out the claims.

108. As the striking out application might not be determined before a defence is due, it is standard practice to seek an additional prayer for the defence to be deferred. The learned authors of ***Singapore Civil Procedure*** have described this procedure at [18/2/4]:

> *"...the defendant may require security for costs on the ground that the plaintiff is out of the jurisdiction under O.23 or* ***he may desire to strike out the statement of claim as disclosing no cause of action under O.18, r.19*** *or he may desire to apply for particulars before defence under O.18, r.12(5).* ***In any of these cases, the defendant should add to his summons an application that service of his defence may be deferred or dispensed with.***"
>
> (emphasis added)

109. The factors which the Court takes into account when granting leave for an extension of time to file and serve a defence include the length of the delay, the reasons for the delay, the degree of prejudice to the other party if the application is granted and whether there are exceptional circumstances to warrant a dismissal of the application.

110. In this case, we highlight that SUM 2650 was initially fixed to be heard on 23 June 2021. On 16 June 2021, almost on the eve of the substantive hearing, the Plaintiff bizarrely filed two documents titled a "*Defence*" and a "*Memorandum of Appearance to Counterclaim*". At this time, NTU had not commenced any writ action or filed any counterclaim against the Plaintiff. It was not clear if the Plaintiff intended to use these irregular documents to adduce evidence in SUM 2650.

111. On 18 June 2021, the Registry of the Supreme Court wrote to the Plaintiff to state that his documents were procedurally incorrect. As the hearing of SUM 2650 was only days away and the Plaintiff had still not filed any reply affidavit, the Registry gave directions for affidavits and submissions, and pushed back the hearing of SUM 2650 to 14 July 2021.

112. The Court's decision in SUM 2650 would be dispositive of whether NTU needs to file a Defence. The Plaintiff cannot complain of any delay to the resolution of SUM 2650, as the delays were caused entirely by the Plaintiff.

113. The Plaintiff also has not explained how he would be prejudiced if the Defendant applies to strike out before filing a Defence.

114. Given the above, SUM 3000 should be dismissed with costs.

V. SUM 2991: STRIKING OUT NTU'S AFFIDAVIT

115. SUM 2991 is the Plaintiff's application to strike out NTU's supporting affidavit in SUM 2650, pursuant to Order 41 rule 6 of the ROC.

116. From the Plaintiff's affidavits, it is very difficult to tell exactly what portions of NTU's affidavit are supposed to be scandalous, irrelevant or oppressive.

117. The Plaintiff could be suggesting that NTU's affidavit is inadmissible because some portions include facts that are not within the Defendant's personal knowledge to prove: see [68]-[72] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4**. However, the Plaintiff seems to be objecting to very standard statements in affidavits, where a deponent says that he has been advised on certain legal positions, which he will leave to solicitors to address during legal submissions.

118. The Plaintiff could also be saying that NTU has breached Order 18 rule 19(2) of the ROC by filing an affidavit in support of its striking out application: see [5] of the ***Plaintiff's First Affidavit*, DBOD at Tab 4**.

119. Again, this is misconceived. NTU has applied for striking out under Order 18 r19(1)(a), (b) and/or (d). The relevant paragraphs in ***Singapore Civil Procedure*** at [18/19/5] on evidence in striking out proceedings are self-explanatory:

> *"Evidence—Where the only ground on which the application is made is that the pleading discloses no reasonable cause of action or defence, no evidence is admitted ...and where the only ground on which the statement of claim can be said to disclose no reasonable cause of action is that the action is unlikely to succeed, affidavit evidence is equally inadmissible ... No affidavit can be filed in support of such an application because it is essentially a question of law and the pleaded facts are presumed to be true in favour of the claimant ...* ***But in applications on any of the other grounds mentioned in the rule or where the inherent jurisdiction of the court is invoked, affidavit evidence may be and ordinarily is used****."*

120. Given the above, it is submitted that SUM 2991 should be dismissed with costs.

VI. CONCLUSION

121. It is submitted that the Honourable Court should be vigilant against bad faith litigants seeking to abuse the Court process with hopeless causes of action. Having terminated the Plaintiff contractually for convenience and by paying salary in lieu of notice, there is simply no cause of action for wrongful termination, or for the Plaintiff to seek S$3,048,000.00 or reinstatement.

122. In light of the foregoing, the Plaintiff's claims in Suit 413 are legally unsustainable, frivolous, vexatious and an abuse of process and should be struck out in its entirety with costs.

123. Likewise, the Plaintiff's applications in SUM 2991 and SUM 3000 should also be dismissed with costs.

Rajah & Tann

RAJAH & TANN SINGAPORE LLP
Solicitors for the Defendant

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

HC/S 413/2021
HC/SUM 2650/2021
HC/SUM 2991/2021
HC/SUM 3000/2021

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

... Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

... Defendant

DEFENDANT'S BUNDLE OF DOCUMENTS

Litigant-In-Person	**Solicitors for the Defendant**
Dr Mohamed Helmy	Mr Zhu Ming-Ren Wilson/ Mr Timothy Ang Wei Kiat Rajah & Tann Singapore LLP Ref: WZR/TWK/292401/65

Dated this 14th day of July 2021

INDEX OF

DEFENDANT'S BUNDLE OF DOCUMENTS

Tab No.	Date	Description
1	05.05.2021	Writ of Summons with Endorsement
2	25.05.2021	Statement of Claim
3	08.06.2021	HC/SUM 2650 of 2021 ("Defendant's striking out application") with 1st Affidavit of Goh Ke Min Kevin dated 8 June 2021 ("**Defendant's Affidavit**")
4	21.06.2021	1st Affidavit of Mohamed Mustafa Mahmoud Helmy ("**Plaintiff's First Affidavit**")
5	28.06.2021	HC/SUM 2991 of 2021 (Plaintiff's application to strike out the Defendant's Affidavit)
6	28.06.2021	HC/SUM 3000 of 2021 (Plaintiff's application for judgment in default and assessment of damages) with 2nd Affidavit of Mohamed Mustafa Mahmoud Helmy dated 28 June 2021 ("**Plaintiff's Second Affidavit**")

TAB 1

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

Case No.: HC/S 413/2021
Filed: 05-May-2021 03:23 PM

Hearing Date : 17-June-2021
Hearing Time : 9:00 AM
Hearing Type : Pre-Trial Conference
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

WRIT OF SUMMONS

To:

NANYANG TECHNOLOGICAL UNIVERSITY
50 NANYANG AVENUE Singapore 639798

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the said Plaintiff(s) whose address is/are as follows:
Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Tel No.:
Mob No.: 83555817
Fax No.:
Email: helmy.m@protonmail.com

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

ENDORSEMENT OF CLAIM

My employment at Nanyang Technological University was terminated after I reported illegal activity related to the work by my then-Reporting Officer, Rupshi Mitra. Nanyang Technological University staff put in me the fear of being in an illegal position and threatened me to stop me from taking action I am legally obliged to pursue. I asked to be reinstated on several occasions and in various contexts but Nanyang Technological University Leadership and representatives refused. The relief in compensation requested is S$ 3,048,000.00.

Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.

2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the SUPREME COURT and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.

TAB 2

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

Case No.: HC/S 413/2021

Between
MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)
...Plaintiff

And
NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)
...Defendant

STATEMENT OF THE CLAIM

By Plaintiff
Mohamed Mustafa Mahmoud Helmy
(FIN No. G3363781R)
Self-employed researcher, MD, PhD
10 Jurong Lake Link, #15-39, Singapore 648131
Litigant-in-person

Defendant being
Nanyang Technological University
(Singapore UEN No. 200604393R)
Company Limited by Guarantee
50 Nanyang Avenue, Singapore 639798
Represented by Timothy Ang Wei Kiat and Zhu Ming-Ren Wilson
at Rajah & Tann Singapore LLP
9 Straits View #06-07 Marina One West Tower Singapore 018937

Hearing
Pre-Trial Conference, 1 July 2021, 9.00 AM

Tuesday 25 May 2021

1. The Plaintiff's employment was terminated by the Defendant after the Plaintiff refused to obey and engage in illegal work-related instructions and activity, and after the Plaintiff followed policy to report the same.
2. The Defendant threatened and harassed the Plaintiff, and made false statements, to silence him and stop him from meeting his legal obligations, and put in the Plaintiff fear of being in an illegal position.
3. As a Research Fellow employed by the Defendant (Nanyang Technological University, henceforth, 'NTU'), the Plaintiff (myself) was being threatened with termination and bullied to engage in illegal animal experiments and unethical research by his then-Reporting Officer, Assistant Professor Rupshi Mitra (henceforth 'RM').

4. I had no option but to lodge a report at NTU so as not to engage in illegal animal experiments and unethical research.

5. Procedures for investigation at NTU were not followed. My contract was terminated for no apparent reason or for a reason obfuscated by NTU.

6. I wrote a report analysing the work output of RM and that of her spouse, Associate Professor Ajai Vyas (henceforth, 'AV'), and which shows systemic and prolonged research and academic misconduct by RM and AV at NTU. Subsequently, I wrote a report collating evidence which suggests that RM and her spouse may be acting in the context of wider and systemic suspicious activity of a research consortium in Singapore.

7. At no point of time did NTU give the impression that the evidence I submitted in my elaborate reports was taken seriously and comprehensively. Indeed, NTU did not address any evidence whatsoever despite several obfuscated claims by NTU that an investigation or investigations was or were carried out. These investigations consisted of a dismissal in a few derogatory lines. The whole process was lacking transparency, there was no hearing, any arguments refuting my claims were not made available to me.

8. During my employment at NTU and after termination of my employment, NTU claimed investigations carried out were shared with me, which is false, and at the same time stated that NTU is not obliged to share such an investigation or investigations with me.

9. Excellent performance on first work task despite interference by Reporting Officer:

9.1. On arrival in Singapore in March 2020, I spoke with my then-Reporting Officer, RM, and offered to work on a review and/or grant proposal during stay-home notice and circuit breaker. RM instructed me to write a review of her work, which I did. She then instructed me to write a summary of my review of her work, which I did. She then instructed me to write a proper review (not focused on her work only) for publication in a reputable scientific journal as I had initially offered, and which I did.

9.2. I independently generated text and graphics for the review I was tasked to write, to be published in a reputable scientific journal, and despite extremely unscientific, obstructive, and occasionally nonsensical instructions and feedback from RM.

10. Acknowledged expertise and task to build setups for animal experiments:

10.1. I was tasked to design, coordinate, and take responsibility for the procurement, construction, and implementation of novel setups for the purpose of animal surgery and live animal (*in vivo*) neuroscience animal experiments. These setups were to be used by both the RM and AV labs.

10.2. In addition to my responsibility to build the setups, I was requested by AV to train his staff members on animal surgery. I happily agreed to do so and offered to set up up live animal experiments to be conducted in his lab and to train his staff members on the same. I indicated that my contribution to AV's staff training and lab work was to be conducted outside working hours, for no monetary reward, and I did not request to be acknowledged in work to be published by AV to which I had contributed my expertise.

11. Turning point in employer-employee relationship:

11.1. Between August and September 2020, RM:

i. Kept on postponing or ignoring my repeated requests to meet for planning experimental work and my repeated offers to meet her at the time and place of her choosing. I pleaded to meet with her, including near her place of residence and during weekends or after working hours, since she is rarely at the lab or office due to allergy;

ii. Apparently cancelled the research project I was working under and assigned me to another project, and threatened to terminate my contract or placed it in a precarious position several times, and in several contexts including meetings and communications with others at NTU;

iii. Berated me for *carrying out her orders* to consult with a world-leading authority on an outdated method she insisted on using. She sent an unusually bizarre email containing nonsensical references, and to which I responded politely and professionally.

11.2. During a meeting with RM which she finally arranged, she told me that all of the following is "...none of your concern...", which fully contradicts my legal obligations, duties, and responsibilities as a worker in Singapore, a Research Fellow in biomedicine, and a member of the academic community:

i. Research question, objective, plan, protocol, and expected outcome. Indeed, anything to do with the work would be 'none of my concern';

ii. I asked about my role in the research project I had apparently been reassigned to, namely work contribution, acknowledgement, grant and research allocation, and was told it is 'none of my concern';

iii. She took from me the review I had written for submission to a reputable scientific journal and told me she would submit it to the publisher online within a few hours. I did not receive notification from the publisher. She told me that henceforth the review I had written was to be 'none of my concern';

iv. I asked politely about an incorrect lab protocol to carry out an experiment. I was told it was 'none of my concern', I was to follow these unscientific instructions given to me by the Research Assistant, Ms. Shruti Suresh;

v. I asked politely for more specific instructions regarding a novel review I was to write in collaboration with others, since instructions I had received were so ambiguous so as to allow the review to be about any topic in a broad field. I asked if I may coordinate with the putative co-authors of the review, one of whom I had never met. RM expressly prohibited me from liaising with any person for any work. I was to follow instructions and everything else is 'none of my concern';

vi. I asked why I am not allowed to use computer software provided free of charge by NTU to analyse then-ongoing experiments. The software allows analysis of animal behavioural experiments at the site of experiment, is completed in a few moments, and accurately provides any number of experimental outcomes. I was told it is 'none of my concern'. I was to follow instructions and manually analyse behavioural videos of experiments using a stopwatch and paper-and-pencil, a procedure which is very outdated, inaccurate, laborious, requires weeks or months to complete analysis of a batch, and for only one experimental outcome at a time.

12. I do not engage in illegal animal experiments and research misconduct at the RM lab, NTU:

12.1. I am instructed to kill dozens of genetically modified animals, without anaesthesia, and for no apparent and scientific reason. These animals did not belong to RM, they belonged to another Principal Investigator at NTU.

12.2. I demand to see the Animal Use Protocol which I am working under, and in line with the Animals and Birds Act and NACLAR Guidelines regulating animal research activity in Singapore.

12.3. On reading the relevant Animal Use Protocol I discover that false statements are made in the document, in several practical, ethical, scientific, training-related, factual, and financial regards.

12.4. Puzzled by instructions I received including illegal animal experiments and the falsified Animal Use Protocol, I review *relevant* past experimental records on the laboratory common folder.

12.5. I discover that past experimental work at the RM lab is inadequate and not in line with basic scientific standards.

12.6. Furthermore, methods not in line with policy were apparent in record data, including what appears to be a cross-over or multiple use of datasets in work by RM and AV.

12.7. I send an email to RM asking for clarification *on future experiments* so as not to violate the Animals and Birds Act and to engage in research activity ethically. I do not receive a reply.

13. Attempt to disengage from illegal and unethical research activity in a confidential and sensitive manner:

13.1. On 9 September 2020 I speak in person with my then-Human Resources Business Partner, Ms. Oh Seok Fen, and the Chair of the School of Biological Sciences at NTU, Professor Lars Nordenskiöld. I request:

i. To be moved to another position within NTU where I am not ordered to engage in illegal activity;

ii. That research and academic activity by RM is looked into quietly and in the meantime the implication of further involvement of others is considered, notably bachelor degree students.

13.2. Professor Nordenskiöld's exact words were to me were: "If you do not report the misconduct, I will, and if I have a reason to terminate you, I will." In other words, I was forced to report the matter officially.

13.3. I casually meet AV immediately after my meeting with Professor Nordenskiöldand, and ask about our plans to build setups for animal surgery and live animal experiments, as well as my role in training his staff. He indicates that these plans will no longer be pursued.

14. First submission to NTU Leadership and blocked IT access:

14.1. On 11 September 2020 I send a report to NTU Offices of Ethics and Compliance, Human Resources, and Legal and Secretarial (henceforth, 'NTU Leadership').

14.2. The report was submitted under the Animals and Birds Act, Guidelines on the Care and Use of Animals for Scientific Purposes (National Advisory Committee for Laboratory Animal Research, 2004), the Singapore Biosafety Guidelines for Research on Generically Modified Organisms (GMAC Singapore, 2020), as well as policies in place at NTU including Research Integrity Policy, Responding to Allegations of Research Misconduct Procedure, Anti-Harassment Policy, Anti-Harassment Procedure, Framework for Investigation and Disciplinary Proceedings, the University Code of Conduct, and other policies in place at NTU.

14.3. The report details evidence that I am bullied into research misconduct.

14.4. After my first submission, my account in NTU intranet was altered and my access to the laboratory common folder was blocked. Despite my follow-up with NTU IT Helpdesk, this issue was never rectified during my employment.

15. Meeting with NTU Research Integrity Officer:

15.1. On 15 September 2020 I meet online with Associate Professor Roderick Wayland Bates (henceforth, 'Bates'), the Research Integrity Officer at NTU.

15.2. Bates instructs me to present evidence of misconduct *in publications*. He explains that as far as he is concerned, if it is not published, it is not misconduct.

15.3. I ask if video evidence of research misconduct is admissible and Bates replies that it is his responsibility to investigate this.

15.4. I mention falsification of the relevant Animal Use Protocol and illegal experiments I had been ordered to engage in, and Bates instructs me to mention this in the report.

16. Second and third submissions to NTU Leadership:

16.1. On 21 and 25 September 2020 I send reports to NTU Leadership detailing:

i. Fabrication, falsification, and misrepresentation in the research activity of RM in publications;

ii. RM's unscientific, obstructive, and unprofessional communication bullying me into illegal activity and research misconduct.

17. False and paradoxical statements by NTU Human Resources and Bates, threat of retaliation, and fourth submission to NTU Leadership:

17.1. On 6 October I meet at NTU with Human Resources staff Ms. Shin Kay Chong, Ms. Oh Seok Fen, and an intern whose name I could not spell.

17.2. In this meeting, Ms. Shin Kay Chong:

i. Claimed that I had alleged harassment by RM against myself *and the research assistant.* This is false as evidenced in my first submission to NTU Leadership;

ii. Claimed that my allegations were being looked into "...holistically and seriously..." and at the same time that my claim that '*I was being bullied into research misconduct*' was new information or a new allegation. This is false as evidenced in my first submission to NTU Leadership;

iii. Despite Ms. Chong's claim that a 'holistic and serious' approach was taken, she asserted she had not read my previous submissions because they were difficult for her to read;

iv. Claimed that 'harassment' is the absence of vulgarity;

v. Threatened me with retaliation. She argued that since RM had not replied to my email to RM in which I requested information so I may meet my duties and responsibilities and in a legal manner, I therefore did not have 'approval' to continue with the work I was engaged in (writing the novel review) and therefore my contract should be terminated.

17.3. On 9 October 2020, I sent my fourth submission to NTU Leadership in which I point out paradoxical and false statements made by Ms. Shin Kay Chong and explain how I am being bullied into illegal activity and research misconduct by RM. I believe my submissions to NTU, notably the first, can be understood fairly easily by anyone fluent in English and with a secondary school-level understanding of biology. Nevertheless, I complied with Ms. Shin Kay Chong's request and my fourth submission was written without any scientific terminology.

17.4. *After* I asked NTU Leadership why I am threatened with retaliation by Ms. Shin Kay Chong, I received communication from Bates in which he asked if RM is aware of my allegations. RM should have been informed of my allegation *already* on 11 September 2020 as the formal Respondent in the inquiry or investigation to be held, and had NTU Framework for Investigation and Disciplinary Proceedings been followed.

17.5. I received an email from RM strangely with a Ms. Gwendolyn Chua Xin Ni cc-ed, a member of NTU Human Resources staff previously unknown to me. RM ignored my request for information so I may meet my duties and responsibilities without engaging in illegal activity and unethical research. I replied to Ms. Gwendolyn separately so as not to compromise an investigation by disclosing information to persons potentially not qualified to receive it. The reply I received from Gwendolyn was reassuring, in retrospect falsely.

17.6. While Ms. Shin Kay Chong, and later her superior Mr. Kevin Goh, consistently and falsely claimed that the matter was addressed 'holistically and seriously', and required 'coordination by several teams', Bates consistently denied any involvement in any proceeding other than research misconduct, and consistently claimed other issues would be addressed 'separately' without this apparently having been the case.

18. Fifth submission to NTU Leadership and repeated request to not be bullied into illegal activity:

18.1. On 26 November 2020 I sent a synopsis of a report on systemic research and academic misconduct at NTU by RM and AV to Offices of Human Resources, Ethics and Compliance, Legal and Secretarial, as well as Offices of President, Provost, Dean, and others.

18.2. On 1 December 2020 I sent a request to Chief Human Resource Officer and Deputy President and Provost reiterating my request to be reassigned or relocated at NTU so that I am not bullied into illegal activity and research misconduct.

19. Misconduct and bullying reports dismissed and termination of Employer-Employee relationship for obfuscated reason(s), November – December 2020:

19.1. I received communication from Ms. Chong in which she:

i. Demanded several times I attend a meeting for unknown reasons;

ii. Refused to share findings of any investigation into my report detailing my being bullied into illegal activity and research misconduct;

iii. Finally and summarily dismissed my report on bullying in a few derogatory lines;

iv. Falsely claimed I had been absent from work, and therefore effectively demanded I engage in illegal activity and research misconduct under RM's supervision;

v. Sent several paradoxically 'final' warnings effectively demanding I return to work, to engage in illegal activity and research misconduct under RM's supervision.

19.2. I received communication from Bates in which he:

i. Falsely claimed that my report on research misconduct by RM regarded duplication;

ii. Summarily and derogatorily dismissed all evidence in my reports without presenting any evidence whatsoever.

19.3. I received a letter by email and hard copy delivered to my place of residence which stated that my employment had been terminated according to Clause 5.1 of the Letter of Appointment which does not state a reason for termination. At the same time, I received an email from Ms. Oh Seok Fen stating that my employment had been terminated because I was absent from work.

20. Post-termination period:

20.1. NTU attempted to prohibit me from reporting illegal activity and misconduct at NTU to anyone, presumably including designated authorities, or else my salary would be withheld.

20.2. NTU threatened me in writing in severe language and under threat of prosecution should I speak with anyone at NTU about anything – I was prohibited from communicating with *anyone* at NTU (supposedly in a professional capacity), and I was prohibited from being found on any NTU campus. However, I *was* to speak with Ms. Oh Seok Fen immediately and arrange my departure.

20.3. NTU falsely and repeatedly claimed that my Short-Term Visit Pass is not issued by the Ministry of Manpower in *pdf* form.

20.4. NTU communicated my status as a legal resident in Singapore in the last minute, in a falsified form as mentioned above, and put in me the fear of being in an illegal position.

20.5. In telephone calls with an IRAS tax-clearance Officer, and confirmed by another IRAS Officer, I discover that false statements had been made by NTU to IRAS regarding my salary and tax-return.

21. Inconsistent and false statements made by NTU during the mediation process at Tripartite Alliance for Dispute Management (TADM), Ministry of Manpower:

21.1. Regarding a putative NTU inquiry and/or investigation into research misconduct by RM, referred to by NTU Human Resources staff and representing NTU Mr. Kevin Goh (henceforth, 'Goh') as "...NTU Investigation (Research)...":

i. That I received the investigation into misconduct from Bates. This is false, as mentioned above;

ii. That a putative investigation was somehow 'shared' with me. This is false, I was not included in any investigative proceeding at NTU other than that one online meeting with Bates in which I was instructed to present evidence of misconduct *in publications*, as well as a brief email query he had sent;

iii. That NTU is not obliged to share with me the outcome of NTU Investigation (Research).

21.2. Regarding a putative NTU inquiry and/or investigation into bullying by RM, not explicitly named by Goh and which may, by extrapolation, be assumed to be an 'NTU Investigation (Harassment)':

i. That the investigation was somehow 'shared' with me. This is false, I was never included in any investigative proceeding at NTU other than that one meeting with Ms. Shin Kay Chong (mentioned above);

ii. That Ms. Chong wished to inform me of the outcome of such an investigation. This is false.

iii. That Ms. Chong informed me of the outcome of such an investigation. This is false, Ms. Chong merely dismissed my report on my being bullied into illegal activity and research misconduct while demanding that I re-engage in the same;

iv. That NTU is not obliged to share with me the outcome of NTU Investigation (Harassment).

21.3. Regarding the reason or absence of a reason for termination of the Employer-Employee relationship, Goh claimed at various points of time during mediation and in correspondence:

i. That my contract was terminated due to absence from work. This is false, I was never absent from work. In the mediation process, I was required to present evidence that I was *not* absent from work, which I did;

ii. That my contract was terminated due to Clause 5.1. or 5.1.2. of the Letter of Appointment;

iii. That my contract was terminated for no specific reason.

21.4. Regarding my salary, Goh claimed that a tax-declaration with breakdown is provided by IRAS to the employee, but IRAS informed me the tax-declaration with breakdown is only provided to the employer and the employee can only be informed by phone.

21.5. That a "...People Manager..." is responsible for duties assigned to the Reporting Officer. Goh claimed that the term 'People Manager' is well-defined in the NTU domain. I asked for the references and did not receive them.

21.6. Goh requested TADM to 'urge' me to expedite the mediation process while *at the same time* requesting more time to respond to my prompt replies, and more time to 'prepare responses' which eventually proved to be simply dismissive. This includes dismissing my offer with a comprehensive research proposal to be reinstated in an open position at National Institute of Education, Nanyang Technological University. Mr. Christopher Lim's (mediator at TADM) urged Goh to arrange an interview for consideration of the same; apparently Goh ignored Mr. Lim's advice.

22. Termination of the mediation process at TADM and unsubstantiated threats of prosecution:

22.1. On 18 February 2021 (effectively coinciding with termination of mediation at TADM) I received an email from NTU Office of Ethics and Compliance, as well as a letter delivered to my place of residence. This letter claimed that my report on systemic misconduct by RM and AV at NTU had been investigated and no misconduct was found. This consisted of two derogatory lines. This was claimed without presenting any evidence whatsoever.

22.2. On the same day, shortly after I received correspondence from the Office of Ethics and Compliance, I also received a 'cease and desist' email and letter from NTU Legal and Secretarial Office. Since I had been meeting my legal obligation to Singapore and my ethical obligation to the academic community by informing designated authorities and colleagues of illegal activity and misconduct at NTU, NTU was threatening to sue me.

22.3. I continued to meet my legal obligation to Singapore and my ethical obligation to the academic community after I received these letters from NTU. Subsequently, I received two (2) Letters of Demand from NTU's lawyers in which I was threatened with prosecution within a period of time, and that I must retract all my allegations against NTU in the specified period. I do not retract my report on misconduct in Singapore institutes of research and higher education, including illegal activity at NTU. I was not sued, not after the 'cease and desist' letter from NTU, nor the first nor the second Letters of Demand from NTU's lawyers.

22.4. I continue to meet my legal obligation to Singapore and my ethical obligation to the academic community by publishing online my reports on illegal activity and systemic misconduct at NTU, as well as misconduct elsewhere. Further investigations are on-going.

23. Inconsistent and false statements made by NTU at Employment Claims Tribunals, State Courts:

23.1. In the Pre-Trial Conference at the Employment Claims Tribunal, Goh repeated previous claims on sharing the NTU Investigation(s) with me, which is false.

23.2. In the Pre-Trial Conference when asked to elaborate on why I was told and it was argued at TADM that my contract had been terminated because of absence of work, for no reason, or due to a clause in the contract, Goh said that there was no cause for termination, even if I were informed and it was argued that I had been absent from work. Merely that a clause in the employment contract states that the contract can be terminated so it was terminated. I asked Goh if this would not be retaliation according to NTU whistle-blowing and related policies. Goh referred to an email I had received from Ms. Shin Kay Chong after she threatened me with retaliation, and in which she had pasted in a section from the relevant policy which states that there will be no retaliation to reporting misconduct and bullying.

23.3. In the Pre-Trial Conference when asked to elaborate on why my application for an open position at the National Institute of Education, NTU, was not considered (after Goh had apparently deceivingly and in writing indicated that such reinstatement was a possibility requiring time for consideration), Goh did not give the same answer as previously at TADM, which was for reasons of 'fair consideration'. Instead, Goh said my reinstatement would have to be as Research Fellow, and so the research proposal I had submitted in my application at National Institute of Education is not applicable. At this point, I said I am ready to be reinstated as Research Fellow, or any other suitable research or teaching position, or administrative position for a period of time. I also said I am ready to be reinstated in RM's lab as long as I only engage in writing tasks as any practical work with RM will be illegal and I do not wish to be fined nor go to jail.

23.4. NTU argued at Employment Claims Tribunals that 'relationships had soured' and so 'reinstatement was impossible'. I argued that:

i. 'You went and told everyone I did something bad, so now we can't be friends anymore' is behaviour appropriate to a school-yard and not a top-ranking University;

ii. NTU is a large institute and my application was to an open position at National Institute of Education (under NTU). There would be no need for interactions between myself and those I reported for illegal activity and misconduct;

iii. That I had exhausted all options for a confidential and amicable resolution, starting with *speaking* to the Chair of the School of Biological Sciences, NTU. At no point in time did NTU return my trust and good faith. Instead, over a period of time, I was ignored, dismissed, deceived, humiliated, threatened, lied to, harassed, and made to be afraid of being in an illegal position.

23.5. Goh repeated statements he made at TADM concerning my tax declaration, salary, and accommodation and which are false and/or in contradiction to information I received from IRAS.

24. Relevant processes at bodies other than NTU, and with executive power to regulate work activity at NTU, including:

24.1. Due to the quantity and quality of evidence of illegal animal research activity at NTU, regulation by Animal and Veterinary Services (AVS), NParks, is not apparent. I submitted my report on illegal animal research activity to AVS. In a meeting with AVS in which I was asked to present a summary of the report:

i. AVS staff member Grace Yam Tsing Yee said she has no research experience and denied knowledge of basic scientific terminology, and therefore is obviously not qualified to conduct an investigation into animal research misconduct, even if the evidence in several instances requires only the ability to read English and a school-level understanding of biology. During the meeting, Grace did not indicate she followed nor that she was interested in any scientific evidence presented;

ii. Grace was not concerned about illegal animal experiments, she did not address any related content. Grace appeared concerned to show that my report is the intellectual property of NTU and that the report was somehow 'made' in revenge for previous employment at NTU;

iii. AVS staff member Cheryl Daludado Germono informed me that no oversight is regularly conducted for animal experiments at NTU. This seems to imply that AVS are lacking any practical control function, against what should be assumed from the Guidelines in place;

iv. Grace recently sent me an email dismissing my report on illegal animal research activity at NTU. I lodged a police report against AVS the same day.

24.2. I lodged a number of police reports on theft, cheating, mischief, forgery, extortion, harassment of my person at my place of residence, and other matters. Not one was investigated. Instead:

i. I was shouted at by an Investigating Officer Darrell: "You must leave Singapore this is our warning to you!";

ii. I was prohibited from lodging police reports on several occasions;

iii. I was prohibited from stating the crime in police reports on several occasions;

iv. My wording was significantly altered in several police report drafts and I had to insist the draft be torn up and re-written with my own words;

v. Investigating Officer Si Kang Bee Yan informed me that she would have the outcome of an investigation into illegal activity including financial at NTU *before* she received my report detailing the evidence;

vi. I was repeatedly and absolutely prohibited from submitting the evidence of illegal activity and systemic misconduct at NTU to Singapore Police Force Commercial Affairs Department since Investigating Officer Si Kang Bee Yan refused to do so;

vii. I eventually received a letter from the Police stating that there will be no investigation.

25. Remedy claimed: I humbly pray for reinstatement or damages.

M. Helmy

25.5.2021
Singapore

Mohamed Mustafa Mahmoud Helmy

Mohamed Mustafa Mahmoud Helmy
(FIN No. G3363781R)
Self-employed researcher, MD, PhD
10 Jurong Lake Link, #15-39, Singapore 648131
Litigant-in-person

TAB 3

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 2650/2021
Filed: 08-June-2021 11:11 AM
Hearing Date : 23-June-2021
Hearing Time : 9:00 AM
Hearing Type : OS & Summons - General
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

SUMMONS UNDER O18 R 19

To: Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Mob No.: 83555817
Email: helmy.m@protonmail.com

Let all parties concerned attend before the Court on the date and time to be assigned for a hearing of an application by the Defendant for the following orders:

1. That the Plaintiff's claim against the Defendant in HC / S 413 / 2021 be wholly struck out pursuant to Order 18 Rules 19(1)(a), (b) and/or (d) of the Rules of Court;
2. That the timelines for the Defendant to file its Defence be held in abeyance pending the resolution of this application;
3. Costs of and incidental to this application be paid by the Plaintiff to the Defendant; and
4. Such further or other order(s) as the Honourable Court deems fit.

The grounds of the application are:

1. Elaborated in the 1st Affidavit of Goh Ke Min Kevin dated 7 June 2021 filed herein.

Issued by :

Solicitor(s) for the Defendant(s)

RAJAH & TANN SINGAPORE LLP
9 Straits View #06-07 Marina One West Tower

Singapore 018937
Tel No.: 65353600
Fax No.: 62259630
Email: info@rajahtann.com
File Ref No.: WZR/TWK/ 292401/64
Solicitor in charge: 1. ZHU MING-REN WILSON,
2. TIMOTHY ANG WEI KIAT (HONG WEIJIE)

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

Plaintiff: Goh Ke Min Kevin: 1st : 07.06.2021

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

HC / S 413 / 2021

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant

AFFIDAVIT

I, **GOH KE MIN KEVIN** (NRIC No. S8618332C) care of 50 Nanyang Avenue, Nanyang Technological University, Singapore 639798, do hereby affirm and say as follows:-

1. I am a Senior Assistant Director of Nanyang Technological University ("**NTU**"), the Defendant in this matter. I am duly authorised to make this affidavit on NTU's behalf.

2. Unless otherwise stated, the matters deposed to herein are based on my own personal knowledge and/or on documents made available to me. Insofar as the matters deposed to herein are based on my

personal knowledge, they are true. Where the matters deposed to herein are based on documents in the possession of the Defendant, they are true to the best of my knowledge, information and belief.

3. I make this affidavit in support of NTU's application for the Plaintiff's claims against NTU in HC / S 413 / 2021 ("**Suit 413**") to be wholly struck out pursuant to Order 18 Rules 19(1)(a), (b) and/or (d) of the Rules of Court. NTU has also sought prayers for the filing of its Defence, if necessary, to be held in abeyance pending the resolution of this striking out application. A copy of the Writ of Summons and Statement of Claim in the Suit is annexed hereto and marked as "**GKMK-1**".

4. In this affidavit, I will only address the assertions in the Plaintiff's Writ of Summons and Statement of Claim that may be germane to this striking out application. Any omission to respond or object to any other assertions in the Plaintiff's Statement of Claim should not be construed as an admission to the same. NTU reserves the right to respond in detail to all of the Plaintiff's assertions at the appropriate juncture and forum, if necessary.

A. BACKGROUND

5. The Plaintiff was formerly employed by NTU as a research fellow on a one-year contract basis in NTU's School of Biological Sciences.

6. The terms of the Plaintiff's employment are contained in a letter of appointment dated 30 October 2019, as amended by a letter dated 23 March 2020 (collectively, the **"Employment Contract**", a copy of which is annexed hereto and marked as "**GKMK-2**"). Pursuant to the Employment Contract, the Plaintiff commenced employment with NTU on 7 April 2020 for a term of one year.

7. Clause 5.1 of the Employment Contract provides that either party may terminate the Employment Contract by giving at least one month's notice in writing, or by payment of one month's gross salary in lieu of notice (i.e. contractual termination by notice):

> *"5 TERMINATION OF EMPLOYMENT*
>
> *5.1 This [Employment Contract] may be terminated at any time:*
>
> *...*
>
> *5.1.2 after the probation period, by either party giving to the other party not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice."*

8. Clause 5.2 of the Employment Contract allows NTU to terminate the Employment Contract immediately and without compensation if there is cause (i.e. termination for cause). Clause 5.2 is reproduced below:

> *"5.2 In addition, without derogation to any of [NTU's] rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration when assessing your*

work performance and [NTU] shall be entitled to suspend and/or terminate your employment immediately without notice and compensation on any of the following grounds:

> *5.2.1 if you commit any serious breach or repeat or continue (after warning) any material breach of your obligations hereunder;*
>
> *...*
>
> *5.2.3 If you commit or engage in any serious misconduct, unreasonable absenteeism, wilful disobedience of [NTU's] lawful orders, wilful refusal to perform all or any of your duties, insubordination, breach of company secrecy, or violation of the laws and regulations of Singapore;*
>
> *...*
>
> *5.2.7 If you fail to perform your duties and obligations under [the Employment Contract].*"

B. TERMINATION OF EMPLOYMENT

9. In or around September 2020, the Plaintiff made numerous allegations to NTU against his supervisor, Assistant Professor Rupshi Mitra ("**AP Mitra**"). These included allegations of workplace bullying and research misconduct (collectively, the "**Allegations**").

10. NTU treats any allegation of misconduct with the utmost seriousness. NTU's Office of Human Resources and Research Integrity Officer duly conducted investigations into the Allegations. As part of the investigations, meetings were conducted with the Plaintiff, AP Mitra, and

the Plaintiff's colleagues. NTU concluded the investigations and was satisfied that there was no misconduct. In particular:

(a) the Plaintiff's allegations of workplace bullying were not made out from the evidence provided by the Plaintiff. The Plaintiff's documentary evidence largely consisted of extracts of e-mail threads, with his own commentary on what he perceived as feedback that was not constructive, and his reactions to the tone of emails; and

(b) the Plaintiff's research-related complaints were also largely disagreements over research methods used in his supervisor's laboratory. Disagreements on scientific method alone do not constitute misconduct. In any event, the Plaintiff's research-related complaints were investigated by the Research Integrity Officer, and the Chair and Deputy Chair of NTU's Institutional Animal Care and Use Committee. No misconduct was found from the evidence provided.

11. As the investigations were being carried out, it came to NTU's attention that the Plaintiff had not physically reported to work since 14 September 2020.

12. On 6 October 2020, NTU met the Plaintiff to discuss the Allegations, and to hear directly from the Plaintiff on his complaints. At this meeting, NTU's officers also told the Plaintiff that he had not reported to work and

informed the Plaintiff that if he wished to work remotely from home, the Plaintiff should seek and obtain approval to do so. As a University designated as a "*specified school*" under the COVID-19 (Temporary Measures) (Control Order) Regulations 2020 (the "**Regulations**"), NTU is exempted from the Regulations and remained open during the specified period of time. Any work to be performed remotely must be approved by NTU management.

13. On 9 October 2020, Ms. Chong Shin Kay of NTU's Office of Human Resources ("**Ms. Chong**") emailed the Plaintiff to reiterate, *inter alia*, that he had to obtain approval to work remotely from home.

14. Between 25 to 27 November 2020, Ms. Chong emailed the Plaintiff to inform that he was required to attend a meeting with NTU to be scheduled during official working hours. This was to update the Plaintiff on the outcome of NTU's investigations. NTU also informed that it would follow up after the meeting by providing an official email recording the matters conveyed.

15. The Plaintiff refused to attend the meeting. On 26 November 2020, the Plaintiff demanded that NTU provide the outcome of its investigations via an official message in writing beforehand, and stated that he would then respond and meet NTU "*if and when necessary*". The Plaintiff subsequently did not turn up for the meeting on 27 November 2020 at 3.30pm.

16. On 27 November 2020 at 6.01pm, Ms. Chong emailed the Plaintiff stating that that he had not reported to work in the office since 14 September 2020 and reiterated that he was obliged to report to work in the office, and that if he wished to work remotely, he had to obtain approval. On behalf of NTU, Ms Chong also directed the Plaintiff to report to the office to work on 30 November 2020.

17. In the morning of 30 November 2020, the Plaintiff emailed NTU to claim, quite bizarrely, that:

> *"I do not know this individual who was tolerated to be absent by his or her Reporting Officer, Human Resources Business Partner, and School Chair, and for a period of time you outlined (almost three (3) months!) but that is none of my concern."*

18. Despite NTU's clear instructions and reminders, the Plaintiff did not report to work on 30 November 2020.

19. On 2 December 2020, Ms Chong sent a final reminder to the Plaintiff to immediately return to work in the office. Ms Chong reiterated the Plaintiff's obligation to report to office to work, and highlighted that his absenteeism constituted a breach of, inter alia, the Employment Contract. Copies of the above emails between NTU and the Plaintiff are annexed hereto and collectively marked as "**GKMK-3**".

20. Despite receiving multiple email notices and warnings, the Plaintiff still failed and/or refused to report to the office for work.

21. On 4 December 2020, NTU gave written notice to the Plaintiff that his employment was terminated pursuant to Clause 5.1 of the Employment Contract. In accordance with Clause 5.1, NTU paid the Plaintiff one month's salary in lieu of notice (less applicable tax deductions). A copy of NTU's termination letter and covering email, both dated 4 December 2020, are annexed hereto and marked as "**GKMK-4**".

22. On 5 May 2021, the Plaintiff filed his Writ of Summons with an endorsement of claim in Suit 413, seeking monetary compensation of **S$3,048,000.00**. I pause here to note that the Plaintiff's basic monthly salary was S$6,000 per month as stated in the Employment Contract.

23. The Plaintiff filed a Statement of Claim on 25 May 2021. The Statement of Claim is sprawling and unfocused, and contains a litany of vague and confusing allegations against NTU, the Singapore Police Force, the Commercial Affairs Department, and NParks' Animal and Veterinary Service.

24. As difficult as it is to follow, I surmise that the Plaintiff's claim against NTU is founded on wrongful termination, and that he is seeking reinstatement of employment or damages.

C. CLAIMS ARE LEGALLY UNSUSTAINABLE, FRIVOLOUS AND/OR VEXATIOUS

25. I am advised that the Plaintiff's claim for reinstatement is legally unsustainable. It is trite law that there cannot be specific performance of a contract of employment. I shall leave it to NTU's solicitors to make the relevant legal submissions.

26. I am also advised that a claim for damages of S$3,048,000.00 in wrongful dismissal, being damages beyond the amount of salary payable for the contractual notice period, is legally unsustainable.

27. NTU exercised its contractual right of termination by paying one month's salary in lieu of notice (less applicable tax deductions) pursuant to Clause 5.1 of the Employment Contract. The Plaintiff has already received his full termination entitlement under the Employment Contract. Even if termination was wrongful (which is strenuously denied), the Plaintiff cannot recover more than the sum he would have been entitled to had termination been in accordance with contract. I shall leave it to my solicitors to make the relevant submissions.

28. Finally, I wish to highlight that NTU would have been fully entitled to terminate the Plaintiff's employment immediately for cause under Clause 5.2 of the Employment Contract, had NTU not already given contractual notice of termination.

29. As described above, the Plaintiff was willfully absent from work for almost 3 months. The Plaintiff also bizarrely refused to comply with NTU's reasonable directions for a meeting, which was intended to

update the Plaintiff on the outcome of NTU's investigations into the Allegations. When reminded repeatedly to show up to work in the meantime, the Plaintiff feigned ignorance and claimed that he did not know who NTU was referring to: see paragraph [17] above.

30. In the circumstances, the Plaintiff willfully breached and repudiated the terms of his employment. By giving notice of termination under the no-fault provisions of the Employment Contract, NTU has already placed the Plaintiff in a better position than if NTU had terminated for cause with no salary in lieu of notice. It is therefore clear beyond argument that the Plaintiff's action is frivolous and vexatious, and should be struck out.

31. For completeness, I wish to highlight that after the termination of his employment, the Plaintiff has since decided to style himself as a vigilante whistleblower.

32. Through his website at www.nanyangscandal.com, the Plaintiff has embarked on a worldwide campaign to air his perceived grievances against, amongst others, NTU, the National University of Singapore, DUKE NUS Medical School, Imperial College London, the National Neuroscience Institute, various researchers within these institutes, Agency for Science, Technology and Research Singapore, NParks, Animal & Veterinary Services Singapore, the Karolinska Institutet in Sweden and the Max Planck Gesellschaft in Germany.

33. In the same website, the Plaintiff uploaded, *inter alia*, a report titled "*Systemic misconduct in Singapore institutes of research and higher education*" numbering 294 pages ("**Report**") and claimed that he is persecuted and is a victim of vague and unspecified "*theft, cheating, mischief, forgery, extortion, spying, digital hacking, and other matters*". This persecution has apparently extended to NParks illegally dismissing his reports on animal research, and Singapore Police Force officers allegedly shouting at him, and preventing him from reporting perceived crimes: see paragraph [24] of the Statement of Claim.

34. The Plaintiff's claims have ballooned dramatically from allegations of workplace harassment by a supervisor, into an all-encompassing conspiracy theory on institutional misconduct perpetrated by almost all of Singapore's tertiary education institutions, various branches of the Singapore government and enforced by the Singapore Police Force. Copies of screenshots of the Plaintiff's webpage at www.nanyangscandal.com taken on 7 June 2021 and relevant excerpts of the Report, which the Plaintiff has been promoting on various online fora, are annexed hereto and marked as "**GKMK-5**".

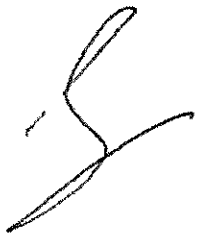
35. I highlight this not to give any credence to the Plaintiff's theories, but to point out that in the course of the Plaintiff's campaign, the Plaintiff has made several wildly defamatory statements against NTU. Any employer-employee relationship would have been permanently damaged by the Plaintiff's conduct. Accordingly, reinstatement cannot be an appropriate remedy at all. Copies of NTU's solicitors' letters

dated 9 March 2021 and 25 March 2021 setting out details of the Plaintiff's defamatory statements, and the Plaintiff's reply dated 18 March 2021, are annexed hereto and marked as "**GKMK-6**".

D. CONCLUSION

36. For the reasons above, I humbly pray for the Plaintiff's claims against NTU in this action to be wholly struck out with costs.

Sworn/ Affirmed by the abovenamed)
GOH KE MIN KEVIN)
In Singapore)
On the 7th day of June 2021)



Before me,

A COMMISSIONER FOR OATHS
This Affidavit is filed on behalf of the Defendant

THIS IS THE EXHIBIT MARKED **'GKMK-1'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Chew Kiat Jinn
CO2021/0076
1 Apr 2021 – 31 Mar 2022
SINGAPORE

Submission Reply Slip

Submission Reference Number	: FESGID20210505_151122kRaNBqeK
Acknowledgement Slip Number	: P4311
Date Sent	: Wednesday, May 5, 2021 3:24 PM
Date Replied	: Wednesday, May 5, 2021 3:33 PM
Document Name	: [WOSOS] WRIT OF SUMMONS
Reply Status	: Accepted for filing
Case Number	: HC/S 413/2021
Sub Case Number	:
Fee	: $1019.10
E-Service Fee	: $0.00
SB Scanning Fee	: $0.00
SB Administrative Fee for Rejected Documents	: $0.00
SMS Fee	: $0.00

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

Case No.: HC/S 413/2021
Filed: 05-May-2021 03:23 PM

Hearing Date : 17-June-2021
Hearing Time : 9:00 AM
Hearing Type : Pre-Trial Conference
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

WRIT OF SUMMONS

To:

NANYANG TECHNOLOGICAL UNIVERSITY
50 NANYANG AVENUE Singapore 639798

THIS WRIT OF SUMMONS has been issued against you in respect of the claim endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the said Plaintiff(s) whose address is/are as follows:
Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Tel No.:
Mob No.: 83555817
Fax No.:
Email: helmy.m@protonmail.com

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

ENDORSEMENT OF CLAIM

My employment at Nanyang Technological University was terminated after I reported illegal activity related to the work by my then-Reporting Officer, Rupshi Mitra. Nanyang Technological University staff put in me the fear of being in an illegal position and threatened me to stop me from taking action I am legally obliged to pursue. I asked to be reinstated on several occasions and in various contexts but Nanyang Technological University Leadership and representatives refused. The relief in compensation requested is S$ 3,048,000.00.

Note:

1. This writ may not be served more than 6 calendar months after the above date unless renewed by order of the Court.

2. To defend the claim, the Defendant(s) must enter an appearance(s) using the electronic filing service either personally or by a solicitor at the Registry of the SUPREME COURT and notify the (Plaintiff(s) / Plaintiff's solicitors) accordingly within 8 days after service hereof, otherwise judgment may be entered against him without further notice.

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE
Case No.: HC/S 413/2021

Between
MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)
...Plaintiff
And
NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)
...Defendant

STATEMENT OF THE CLAIM

By Plaintiff
Mohamed Mustafa Mahmoud Helmy
(FIN No. G3363781R)
Self-employed researcher, MD, PhD
10 Jurong Lake Link, #15-39, Singapore 648131
Litigant-in-person

Defendant being
Nanyang Technological University
(Singapore UEN No. 200604393R)
Company Limited by Guarantee
50 Nanyang Avenue, Singapore 639798
Represented by Timothy Ang Wei Kiat and Zhu Ming-Ren Wilson
at Rajah & Tann Singapore LLP
9 Straits View #06-07 Marina One West Tower Singapore 018937

Hearing
Pre-Trial Conference, 1 July 2021, 9.00 AM

Tuesday 25 May 2021

1. The Plaintiff's employment was terminated by the Defendant after the Plaintiff refused to obey and engage in illegal work-related instructions and activity, and after the Plaintiff followed policy to report the same.
2. The Defendant threatened and harassed the Plaintiff, and made false statements, to silence him and stop him from meeting his legal obligations, and put in the Plaintiff fear of being in an illegal position.
3. As a Research Fellow employed by the Defendant (Nanyang Technological University, henceforth, 'NTU'), the Plaintiff (myself) was being threatened with termination and bullied to engage in illegal animal experiments and unethical research by his then-Reporting Officer, Assistant Professor Rupshi Mitra (henceforth 'RM').

4. I had no option but to lodge a report at NTU so as not to engage in illegal animal experiments and unethical research.

5. Procedures for investigation at NTU were not followed. My contract was terminated for no apparent reason or for a reason obfuscated by NTU.

6. I wrote a report analysing the work output of RM and that of her spouse, Associate Professor Ajai Vyas (henceforth, 'AV'), and which shows systemic and prolonged research and academic misconduct by RM and AV at NTU. Subsequently, I wrote a report collating evidence which suggests that RM and her spouse may be acting in the context of wider and systemic suspicious activity of a research consortium in Singapore.

7. At no point of time did NTU give the impression that the evidence I submitted in my elaborate reports was taken seriously and comprehensively. Indeed, NTU did not address any evidence whatsoever despite several obfuscated claims by NTU that an investigation or investigations was or were carried out. These investigations consisted of a dismissal in a few derogatory lines. The whole process was lacking transparency, there was no hearing, any arguments refuting my claims were not made available to me.

8. During my employment at NTU and after termination of my employment, NTU claimed investigations carried out were shared with me, which is false, and at the same time stated that NTU is not obliged to share such an investigation or investigations with me.

9. Excellent performance on first work task despite interference by Reporting Officer:

9.1. On arrival in Singapore in March 2020, I spoke with my then-Reporting Officer, RM, and offered to work on a review and/or grant proposal during stay-home notice and circuit breaker. RM instructed me to write a review of her work, which I did. She then instructed me to write a summary of my review of her work, which I did. She then instructed me to write a proper review (not focused on her work only) for publication in a reputable scientific journal as I had initially offered, and which I did.

9.2. I independently generated text and graphics for the review I was tasked to write, to be published in a reputable scientific journal, and despite extremely unscientific, obstructive, and occasionally nonsensical instructions and feedback from RM.

10. Acknowledged expertise and task to build setups for animal experiments:

10.1. I was tasked to design, coordinate, and take responsibility for the procurement, construction, and implementation of novel setups for the purpose of animal surgery and live animal (*in vivo*) neuroscience animal experiments. These setups were to be used by both the RM and AV labs.

10.2. In addition to my responsibility to build the setups, I was requested by AV to train his staff members on animal surgery. I happily agreed to do so and offered to set up up live animal experiments to be conducted in his lab and to train his staff members on the same. I indicated that my contribution to AV's staff training and lab work was to be conducted outside working hours, for no monetary reward, and I did not request to be acknowledged in work to be published by AV to which I had contributed my expertise.

11. Turning point in employer-employee relationship:

11.1. Between August and September 2020, RM:

i. Kept on postponing or ignoring my repeated requests to meet for planning experimental work and my repeated offers to meet her at the time and place of her choosing. I pleaded to meet with her, including near her place of residence and during weekends or after working hours, since she is rarely at the lab or office due to allergy;

ii. Apparently cancelled the research project I was working under and assigned me to another project, and threatened to terminate my contract or placed it in a precarious position several times, and in several contexts including meetings and communications with others at NTU;

iii. Berated me for *carrying out her orders* to consult with a world-leading authority on an outdated method she insisted on using. She sent an unusually bizarre email containing nonsensical references, and to which I responded politely and professionally.

11.2. During a meeting with RM which she finally arranged, she told me that all of the following is "...none of your concern...", which fully contradicts my legal obligations, duties, and responsibilities as a worker in Singapore, a Research Fellow in biomedicine, and a member of the academic community:

i. Research question, objective, plan, protocol, and expected outcome. Indeed, anything to do with the work would be 'none of my concern';

ii. I asked about my role in the research project I had apparently been reassigned to, namely work contribution, acknowledgement, grant and research allocation, and was told it is 'none of my concern';

iii. She took from me the review I had written for submission to a reputable scientific journal and told me she would submit it to the publisher online within a few hours. I did not receive notification from the publisher. She told me that henceforth the review I had written was to be 'none of my concern';

iv. I asked politely about an incorrect lab protocol to carry out an experiment. I was told it was 'none of my concern', I was to follow these unscientific instructions given to me by the Research Assistant, Ms. Shruti Suresh;

v. I asked politely for more specific instructions regarding a novel review I was to write in collaboration with others, since instructions I had received were so ambiguous so as to allow the review to be about any topic in a broad field. I asked if I may coordinate with the putative co-authors of the review, one of whom I had never met. RM expressly prohibited me from liaising with any person for any work. I was to follow instructions and everything else is 'none of my concern';

vi. I asked why I am not allowed to use computer software provided free of charge by NTU to analyse then-ongoing experiments. The software allows analysis of animal behavioural experiments at the site of experiment, is completed in a few moments, and accurately provides any number of experimental outcomes. I was told it is 'none of my concern'. I was to follow instructions and manually analyse behavioural videos of experiments using a stopwatch and paper-and-pencil, a procedure which is very outdated, inaccurate, laborious, requires weeks or months to complete analysis of a batch, and for only one experimental outcome at a time.

12. I do not engage in illegal animal experiments and research misconduct at the RM lab, NTU:

12.1. I am instructed to kill dozens of genetically modified animals, without anaesthesia, and for no apparent and scientific reason. These animals did not belong to RM, they belonged to another Principal Investigator at NTU.

12.2. I demand to see the Animal Use Protocol which I am working under, and in line with the Animals and Birds Act and NACLAR Guidelines regulating animal research activity in Singapore.

12.3. On reading the relevant Animal Use Protocol I discover that false statements are made in the document, in several practical, ethical, scientific, training-related, factual, and financial regards.

12.4. Puzzled by instructions I received including illegal animal experiments and the falsified Animal Use Protocol, I review *relevant* past experimental records on the laboratory common folder.

12.5. I discover that past experimental work at the RM lab is inadequate and not in line with basic scientific standards.

12.6. Furthermore, methods not in line with policy were apparent in record data, including what appears to be a cross-over or multiple use of datasets in work by RM and AV.

12.7. I send an email to RM asking for clarification *on future experiments* so as not to violate the Animals and Birds Act and to engage in research activity ethically. I do not receive a reply.

13. Attempt to disengage from illegal and unethical research activity in a confidential and sensitive manner:

13.1. On 9 September 2020 I speak in person with my then-Human Resources Business Partner, Ms. Oh Seok Fen, and the Chair of the School of Biological Sciences at NTU, Professor Lars Nordenskiöld. I request:

i. To be moved to another position within NTU where I am not ordered to engage in illegal activity;

ii. That research and academic activity by RM is looked into quietly and in the meantime the implication of further involvement of others is considered, notably bachelor degree students.

13.2. Professor Nordenskiöld's exact words were to me were: "If you do not report the misconduct, I will, and if I have a reason to terminate you, I will." In other words, I was forced to report the matter officially.

13.3. I casually meet AV immediately after my meeting with Professor Nordenskiöldand, and ask about our plans to build setups for animal surgery and live animal experiments, as well as my role in training his staff. He indicates that these plans will no longer be pursued.

14. First submission to NTU Leadership and blocked IT access:

14.1. On 11 September 2020 I send a report to NTU Offices of Ethics and Compliance, Human Resources, and Legal and Secretarial (henceforth, 'NTU Leadership').

14.2. The report was submitted under the Animals and Birds Act, Guidelines on the Care and Use of Animals for Scientific Purposes (National Advisory Committee for Laboratory Animal Research, 2004), the Singapore Biosafety Guidelines for Research on Generically Modified Organisms (GMAC Singapore, 2020), as well as policies in place at NTU including Research Integrity Policy, Responding to Allegations of Research Misconduct Procedure, Anti-Harassment Policy, Anti-Harassment Procedure, Framework for Investigation and Disciplinary Proceedings, the University Code of Conduct, and other policies in place at NTU.

14.3. The report details evidence that I am bullied into research misconduct.

14.4. After my first submission, my account in NTU intranet was altered and my access to the laboratory common folder was blocked. Despite my follow-up with NTU IT Helpdesk, this issue was never rectified during my employment.

15. Meeting with NTU Research Integrity Officer:

15.1. On 15 September 2020 I meet online with Associate Professor Roderick Wayland Bates (henceforth, 'Bates'), the Research Integrity Officer at NTU.

15.2. Bates instructs me to present evidence of misconduct *in publications*. He explains that as far as he is concerned, if it is not published, it is not misconduct.

15.3. I ask if video evidence of research misconduct is admissible and Bates replies that it is his responsibility to investigate this.

15.4. I mention falsification of the relevant Animal Use Protocol and illegal experiments I had been ordered to engage in, and Bates instructs me to mention this in the report.

16. Second and third submissions to NTU Leadership:

16.1. On 21 and 25 September 2020 I send reports to NTU Leadership detailing:

i. Fabrication, falsification, and misrepresentation in the research activity of RM in publications;

ii. RM's unscientific, obstructive, and unprofessional communication bullying me into illegal activity and research misconduct.

17. False and paradoxical statements by NTU Human Resources and Bates, threat of retaliation, and fourth submission to NTU Leadership:

17.1. On 6 October I meet at NTU with Human Resources staff Ms. Shin Kay Chong, Ms. Oh Seok Fen, and an intern whose name I could not spell.

17.2. In this meeting, Ms. Shin Kay Chong:

i. Claimed that I had alleged harassment by RM against myself *and the research assistant.* This is false as evidenced in my first submission to NTU Leadership;

ii. Claimed that my allegations were being looked into "...holistically and seriously..." and at the same time that my claim that '*I was being bullied into research misconduct*' was new information or a new allegation. This is false as evidenced in my first submission to NTU Leadership;

iii. Despite Ms. Chong's claim that a 'holistic and serious' approach was taken, she asserted she had not read my previous submissions because they were difficult for her to read;

iv. Claimed that 'harassment' is the absence of vulgarity;

v. Threatened me with retaliation. She argued that since RM had not replied to my email to RM in which I requested information so I may meet my duties and responsibilities and in a legal manner, I therefore did not have 'approval' to continue with the work I was engaged in (writing the novel review) and therefore my contract should be terminated.

17.3. On 9 October 2020, I sent my fourth submission to NTU Leadership in which I point out paradoxical and false statements made by Ms. Shin Kay Chong and explain how I am being bullied into illegal activity and research misconduct by RM. I believe my submissions to NTU, notably the first, can be understood fairly easily by anyone fluent in English and with a secondary school-level understanding of biology. Nevertheless, I complied with Ms. Shin Kay Chong's request and my fourth submission was written without any scientific terminology.

17.4. *After* I asked NTU Leadership why I am threatened with retaliation by Ms. Shin Kay Chong, I received communication from Bates in which he asked if RM is aware of my allegations. RM should have been informed of my allegation *already* on 11 September 2020 as the formal Respondent in the inquiry or investigation to be held, and had NTU Framework for Investigation and Disciplinary Proceedings been followed.

17.5. I received an email from RM strangely with a Ms. Gwendolyn Chua Xin Ni cc-ed, a member of NTU Human Resources staff previously unknown to me. RM ignored my request for information so I may meet my duties and responsibilities without engaging in illegal activity and unethical research. I replied to Ms. Gwendolyn separately so as not to compromise an investigation by disclosing information to persons potentially not qualified to receive it. The reply I received from Gwendolyn was reassuring, in retrospect falsely.

17.6. While Ms. Shin Kay Chong, and later her superior Mr. Kevin Goh, consistently and falsely claimed that the matter was addressed 'holistically and seriously', and required 'coordination by several teams', Bates consistently denied any involvement in any proceeding other than research misconduct, and consistently claimed other issues would be addressed 'separately' without this apparently having been the case.

18. Fifth submission to NTU Leadership and repeated request to not be bullied into illegal activity:

18.1. On 26 November 2020 I sent a synopsis of a report on systemic research and academic misconduct at NTU by RM and AV to Offices of Human Resources, Ethics and Compliance, Legal and Secretarial, as well as Offices of President, Provost, Dean, and others.

18.2. On 1 December 2020 I sent a request to Chief Human Resource Officer and Deputy President and Provost reiterating my request to be reassigned or relocated at NTU so that I am not bullied into illegal activity and research misconduct.

19. Misconduct and bullying reports dismissed and termination of Employer-Employee relationship for obfuscated reason(s), November – December 2020:

19.1. I received communication from Ms. Chong in which she:

i. Demanded several times I attend a meeting for unknown reasons;

ii. Refused to share findings of any investigation into my report detailing my being bullied into illegal activity and research misconduct;

iii. Finally and summarily dismissed my report on bullying in a few derogatory lines;

iv. Falsely claimed I had been absent from work, and therefore effectively demanded I engage in illegal activity and research misconduct under RM's supervision;

v. Sent several paradoxically 'final' warnings effectively demanding I return to work, to engage in illegal activity and research misconduct under RM's supervision.

19.2. I received communication from Bates in which he:

i. Falsely claimed that my report on research misconduct by RM regarded duplication;

ii. Summarily and derogatorily dismissed all evidence in my reports without presenting any evidence whatsoever.

19.3. I received a letter by email and hard copy delivered to my place of residence which stated that my employment had been terminated according to Clause 5.1 of the Letter of Appointment which does not state a reason for termination. At the same time, I received an email from Ms. Oh Seok Fen stating that my employment had been terminated because I was absent from work.

20. Post-termination period:

20.1. NTU attempted to prohibit me from reporting illegal activity and misconduct at NTU to anyone, presumably including designated authorities, or else my salary would be withheld.

20.2. NTU threatened me in writing in severe language and under threat of prosecution should I speak with anyone at NTU about anything – I was prohibited from communicating with *anyone* at NTU (supposedly in a professional capacity), and I was prohibited from being found on any NTU campus. However, I *was* to speak with Ms. Oh Seok Fen immediately and arrange my departure.

20.3. NTU falsely and repeatedly claimed that my Short-Term Visit Pass is not issued by the Ministry of Manpower in *pdf* form.

20.4. NTU communicated my status as a legal resident in Singapore in the last minute, in a falsified form as mentioned above, and put in me the fear of being in an illegal position.

20.5. In telephone calls with an IRAS tax-clearance Officer, and confirmed by another IRAS Officer, I discover that false statements had been made by NTU to IRAS regarding my salary and tax-return.

21. Inconsistent and false statements made by NTU during the mediation process at Tripartite Alliance for Dispute Management (TADM), Ministry of Manpower:

21.1. Regarding a putative NTU inquiry and/or investigation into research misconduct by RM, referred to by NTU Human Resources staff and representing NTU Mr. Kevin Goh (henceforth, 'Goh') as "...NTU Investigation (Research)...":

i. That I received the investigation into misconduct from Bates. This is false, as mentioned above;

ii. That a putative investigation was somehow 'shared' with me. This is false, I was not included in any investigative proceeding at NTU other than that one online meeting with Bates in which I was instructed to present evidence of misconduct *in publications*, as well as a brief email query he had sent;

iii. That NTU is not obliged to share with me the outcome of NTU Investigation (Research).

21.2. Regarding a putative NTU inquiry and/or investigation into bullying by RM, not explicitly named by Goh and which may, by extrapolation, be assumed to be an 'NTU Investigation (Harassment)':

i. That the investigation was somehow 'shared' with me. This is false, I was never included in any investigative proceeding at NTU other than that one meeting with Ms. Shin Kay Chong (mentioned above);

ii. That Ms. Chong wished to inform me of the outcome of such an investigation. This is false.

iii. That Ms. Chong informed me of the outcome of such an investigation. This is false, Ms. Chong merely dismissed my report on my being bullied into illegal activity and research misconduct while demanding that I re-engage in the same;

iv. That NTU is not obliged to share with me the outcome of NTU Investigation (Harassment).

21.3. Regarding the reason or absence of a reason for termination of the Employer-Employee relationship, Goh claimed at various points of time during mediation and in correspondence:

i. That my contract was terminated due to absence from work. This is false, I was never absent from work. In the mediation process, I was required to present evidence that I was *not* absent from work, which I did;

ii. That my contract was terminated due to Clause 5.1. or 5.1.2. of the Letter of Appointment;

iii. That my contract was terminated for no specific reason.

21.4. Regarding my salary, Goh claimed that a tax-declaration with breakdown is provided by IRAS to the employee, but IRAS informed me the tax-declaration with breakdown is only provided to the employer and the employee can only be informed by phone.

21.5. That a "...People Manager..." is responsible for duties assigned to the Reporting Officer. Goh claimed that the term 'People Manager' is well-defined in the NTU domain. I asked for the references and did not receive them.

21.6. Goh requested TADM to 'urge' me to expedite the mediation process while *at the same time* requesting more time to respond to my prompt replies, and more time to 'prepare responses' which eventually proved to be simply dismissive. This includes dismissing my offer with a comprehensive research proposal to be reinstated in an open position at National Institute of Education, Nanyang Technological University. Mr. Christopher Lim's (mediator at TADM) urged Goh to arrange an interview for consideration of the same; apparently Goh ignored Mr. Lim's advice.

22. Termination of the mediation process at TADM and unsubstantiated threats of prosecution:

22.1. On 18 February 2021 (effectively coinciding with termination of mediation at TADM) I received an email from NTU Office of Ethics and Compliance, as well as a letter delivered to my place of residence. This letter claimed that my report on systemic misconduct by RM and AV at NTU had been investigated and no misconduct was found. This consisted of two derogatory lines. This was claimed without presenting any evidence whatsoever.

22.2. On the same day, shortly after I received correspondence from the Office of Ethics and Compliance, I also received a 'cease and desist' email and letter from NTU Legal and Secretarial Office. Since I had been meeting my legal obligation to Singapore and my ethical obligation to the academic community by informing designated authorities and colleagues of illegal activity and misconduct at NTU, NTU was threatening to sue me.

22.3. I continued to meet my legal obligation to Singapore and my ethical obligation to the academic community after I received these letters from NTU. Subsequently, I received two (2) Letters of Demand from NTU's lawyers in which I was threatened with prosecution within a period of time, and that I must retract all my allegations against NTU in the specified period. I do not retract my report on misconduct in Singapore institutes of research and higher education, including illegal activity at NTU. I was not sued, not after the 'cease and desist' letter from NTU, nor the first nor the second Letters of Demand from NTU's lawyers.

22.4. I continue to meet my legal obligation to Singapore and my ethical obligation to the academic community by publishing online my reports on illegal activity and systemic misconduct at NTU, as well as misconduct elsewhere. Further investigations are on-going.

23. Inconsistent and false statements made by NTU at Employment Claims Tribunals, State Courts:

23.1. In the Pre-Trial Conference at the Employment Claims Tribunal, Goh repeated previous claims on sharing the NTU Investigation(s) with me, which is false.

23.2. In the Pre-Trial Conference when asked to elaborate on why I was told and it was argued at TADM that my contract had been terminated because of absence of work, for no reason, or due to a clause in the contract, Goh said that there was no cause for termination, even if I were informed and it was argued that I had been absent from work. Merely that a clause in the employment contract states that the contract can be terminated so it was terminated. I asked Goh if this would not be retaliation according to NTU whistle-blowing and related policies. Goh referred to an email I had received from Ms. Shin Kay Chong after she threatened me with retaliation, and in which she had pasted in a section from the relevant policy which states that there will be no retaliation to reporting misconduct and bullying.

23.3. In the Pre-Trial Conference when asked to elaborate on why my application for an open position at the National Institute of Education, NTU, was not considered (after Goh had apparently deceivingly and in writing indicated that such reinstatement was a possibility requiring time for consideration), Goh did not give the same answer as previously at TADM, which was for reasons of 'fair consideration'. Instead, Goh said my reinstatement would have to be as Research Fellow, and so the research proposal I had submitted in my application at National Institute of Education is not applicable. At this point, I said I am ready to be reinstated as Research Fellow, or any other suitable research or teaching position, or administrative position for a period of time. I also said I am ready to be reinstated in RM's lab as long as I only engage in writing tasks as any practical work with RM will be illegal and I do not wish to be fined nor go to jail.

23.4. NTU argued at Employment Claims Tribunals that 'relationships had soured' and so 'reinstatement was impossible'. I argued that:

i. 'You went and told everyone I did something bad, so now we can't be friends anymore' is behaviour appropriate to a school-yard and not a top-ranking University;

ii. NTU is a large institute and my application was to an open position at National Institute of Education (under NTU). There would be no need for interactions between myself and those I reported for illegal activity and misconduct;

iii. That I had exhausted all options for a confidential and amicable resolution, starting with *speaking* to the Chair of the School of Biological Sciences, NTU. At no point in time did NTU return my trust and good faith. Instead, over a period of time, I was ignored, dismissed, deceived, humiliated, threatened, lied to, harassed, and made to be afraid of being in an illegal position.

23.5. Goh repeated statements he made at TADM concerning my tax declaration, salary, and accommodation and which are false and/or in contradiction to information I received from IRAS.

24. Relevant processes at bodies other than NTU, and with executive power to regulate work activity at NTU, including:

24.1. Due to the quantity and quality of evidence of illegal animal research activity at NTU, regulation by Animal and Veterinary Services (AVS), NParks, is not apparent. I submitted my report on illegal animal research activity to AVS. In a meeting with AVS in which I was asked to present a summary of the report:

i. AVS staff member Grace Yam Tsing Yee said she has no research experience and denied knowledge of basic scientific terminology, and therefore is obviously not qualified to conduct an investigation into animal research misconduct, even if the evidence in several instances requires only the ability to read English and a school-level understanding of biology. During the meeting, Grace did not indicate she followed nor that she was interested in any scientific evidence presented;

ii. Grace was not concerned about illegal animal experiments, she did not address any related content. Grace appeared concerned to show that my report is the intellectual property of NTU and that the report was somehow 'made' in revenge for previous employment at NTU;

iii. AVS staff member Cheryl Daludado Germono informed me that no oversight is regularly conducted for animal experiments at NTU. This seems to imply that AVS are lacking any practical control function, against what should be assumed from the Guidelines in place;

iv. Grace recently sent me an email dismissing my report on illegal animal research activity at NTU. I lodged a police report against AVS the same day.

24.2. I lodged a number of police reports on theft, cheating, mischief, forgery, extortion, harassment of my person at my place of residence, and other matters. Not one was investigated. Instead:

i. I was shouted at by an Investigating Officer Darrell: "You must leave Singapore this is our warning to you!";

ii. I was prohibited from lodging police reports on several occasions;

iii. I was prohibited from stating the crime in police reports on several occasions;

iv. My wording was significantly altered in several police report drafts and I had to insist the draft be torn up and re-written with my own words;

v. Investigating Officer Si Kang Bee Yan informed me that she would have the outcome of an investigation into illegal activity including financial at NTU *before* she received my report detailing the evidence;

vi. I was repeatedly and absolutely prohibited from submitting the evidence of illegal activity and systemic misconduct at NTU to Singapore Police Force Commercial Affairs Department since Investigating Officer Si Kang Bee Yan refused to do so;

vii. I eventually received a letter from the Police stating that there will be no investigation.

25. Remedy claimed: I humbly pray for reinstatement or damages.

M. Helmy

25.5.2021
Singapore

Mohamed Mustafa Mahmoud Helmy

Mohamed Mustafa Mahmoud Helmy
(FIN No. G3363781R)
Self-employed researcher, MD, PhD
10 Jurong Lake Link, #15-39, Singapore 648131
Litigant-in-person

THIS IS THE EXHIBIT MARKED **'GKMK-2'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Chew Kiat Jinn
CO2021/0076
1 Apr 2021 – 31 Mar 2022
SINGAPORE

NANYANG TECHNOLOGICAL UNIVERSITY
SINGAPORE

Reg. No. 200604393R

PRIVATE & CONFIDENTIAL

23 March 2020

Dr Mohamed Mustafa Mahmoud Helmy
Apt. 2003, Bldg. 11
Xicheng Nianhua, Xihu District
Hangzhou, China

Dear Dr Mohamed

AMENDMENT TO LETTER OF APPOINTMENT (this "Letter")

We refer to the letter of appointment dated 30 October 2019, the appointment will take effect from 7 April 2020 to 6 April 2021.

All other terms and conditions remains unchanged.

Yours sincerely

Eileen Chua
Divisional Head, Human Resources
NTU Shared Services
For and on behalf of
Nanyang Technological University

EC/hn

ACCEPTANCE

I, Mohamed Mustafa Mahmoud Helmy, have read and understood this Amendment to Letter of Appointment dated 23 March 2020 from Nanyang Technological University and hereby accept the terms set out in this Amendment to Letter of Appointment.

M. Helmy

(Signature)

Name: Mohamed Mustafa Mahmoud Helmy
Date: Wednesday 25th March, 2020

NTU Shared Services - Human Resources
Student Services Centre, Level 5, 42 Nanyang Avenue, Singapore 639815, Tel: +65 6908 3301/3302, Fax: +65 6792 6003, www.ntu.edu.sg/nss

NANYANG TECHNOLOGICAL UNIVERSITY
SINGAPORE

Reg. No. 200604393R

PRIVATE & CONFIDENTIAL

30 October 2019

Dr Mohamed Mustafa Mahmoud Helmy
Apt. 2003, Bldg. 11
Xicheng Nianhua, Xihu District
Hangzhou, China

Dear Dr Mohamed

LETTER OF APPOINTMENT (this "Letter")

We are pleased at the prospect of having you join us as a research member of the **School of Biological Sciences**. We believe you will find Nanyang Technological University (the "University") a vibrant, supportive and stimulating environment which provides opportunities for research and professional development.

The University is pleased to set out below the terms and conditions based on which it shall offer you employment. This Letter supersedes all previous correspondences (if any), which we may have with you.

1 TERMS OF APPOINTMENT

The terms of your appointment with the University are set out in:

1.1 this Letter;

1.2 Job Description (Appendix 1);

1.3 the University's Prevailing Policies and Practices (Appendix 2) from time to time; and

1.4 the assignment and other benefits (Appendix 3) which may be changed from time to time.

2 APPOINTMENT AND DUTIES

2.1 We are pleased to appoint you as **Research Fellow** in the Research Scheme, in the **School of Biological Sciences** at NTU Campus.

2.2 As **Research Fellow** your main duties and responsibilities are set out as per attached Job Description. In addition to the above stated duties, you shall undertake such other duties as the University shall from time to time assign or vest in you.

2.3 The appointment will take effect from **30 December 2019 (the "Commencement Date") to 29 December 2020**.

2.4 You will be on probation for a period of **three (3) months** from the Commencement Date. Upon your successful completion of the probation period, we shall inform you.

Additionally, this appointment requires you to complete the University's Epigeum Research Integrity Course ("ERIC") within six (6) weeks from the Commencement Date, and the confirmation of your appointment is conditional on you obtaining the ERIC certificate.

NTU Shared Services - Human Resources
Student Services Centre, Level 5, 42 Nanyang Avenue, Singapore 639815, Tel: +65 6908 3301/3302, Fax: +65 6792 5063, www.ntu.edu.sg/nss

2.5 Your normal working hours are 0830 to 1745 from Mondays to Thursdays, and 0830 to 1715 on Fridays. You shall devote the whole of your time and attention during normal business hours to the discharge of your duties and conform to such hours of work as may from time to time be reasonably required of you. Unless you are required by the University to work on a public holiday, you shall not be entitled to receive any time off or additional remuneration for work performed outside your normal working hours.

3 SALARY

3.1 The components of your salary package are set out below. The salary package may change in accordance with the University's Prevailing Policies and Practices.

3.1.1 Base Salary

You will receive an annual basic salary of S$72,000.00 per annum (the "Salary"), payable in twelve (12) equal monthly instalments of **S$6,000.00** (the "Monthly Basic Salary"). Your salary shall be paid in Singapore Dollars on or before the last working day of every calendar month. Your salary in respect of an incomplete month of employment shall be paid on a pro-rata basis.

Your Monthly Basic Salary may be reviewed annually on the basis of your performance, in accordance with the University's Performance and Salary Review System. For the avoidance of doubt, you shall not have any legitimate expectations of an increment following such review.

3.1.2. Annual Variable Payments

The University may at its sole and absolute discretion also pay you an individual Performance Bonus ("PB"), in accordance with the University's performance bonus system.

For the avoidance of any doubt, the PB is a discretionary payment, and the payment of PB shall under no circumstances give rise to any entitlement, contractual or otherwise, to receive a payment of PB in relation to any other period and the University may, in its sole and absolute discretion, suspend, vary or discontinue such payments at any time whether generally or in relation to you.

There shall be deducted from your remuneration (including but not limited to salary, allowance, bonus and commission) all such sums which the University is entitled, authorised and/or required under the laws of Singapore to deduct and/or withhold, whether for your share of Central Provident Fund contributions, withholding tax or otherwise. Without prejudice to the foregoing, the University shall have the right to deduct from your salary any inadvertent overpayment of salary or other relevant payments under this Contract (as defined below).

4 LEAVE AND BENEFITS

4.1 You are eligible for twenty-one (21) working days' annual leave per calendar year. Your leave entitlement in respect of an incomplete year of service will be calculated on a pro-rata basis. You may apply to take leave from the Commencement Date. However, upon cessation of your employment with the University, you shall if appropriate either be entitled to pay in lieu of any outstanding annual leave entitlement or be required to repay to the University one day's salary in respect of each day of leave taken in excess of your annual leave entitlement.

4.2 You may be granted medical leave in accordance with the University's Prevailing Policies and Practices which shall include hospitalisation and outpatient medical leave

4.3 Your entitlement to medical benefits shall be in accordance with the University's Prevailing Policies and Practices. A copy of the brief notes on the University's Flexible Benefits Scheme which is applicable to you is attached.

4.4 You shall be entitled to paid paternity or maternity leave (as the case may be), childcare leave, unpaid infant care leave, adoption leave and/or shared parental leave, if you so qualify, in accordance with the provisions of Singapore law.

5 TERMINATION OF EMPLOYMENT

5.1 This Contract may be terminated at any time:

5.1.1 during the probation period, by either party giving to the other not less than one (1) months' notice in writing or payment of one (1) months' gross salary, in lieu of notice; and

5.1.2 after the probation period, by either party giving to the other not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice.

5.2 In addition, without derogation to any of the University's rights under general law (including its right under general law to terminate your employment for cause), any of the following factors shall be taken into consideration when assessing your work performance and the University shall be entitled to suspend and/or terminate your employment immediately without notice and compensation on any of the following grounds:

5.2.1 if you commit any serious breach or repeat or continue (after warning) any material breach of your obligations hereunder;

5.2.2 if you commit any serious breach or repeat or continue (after warning) any breach of the University's Prevailing Policies and Practices;

5.2.3 if you commit or engage in any serious misconduct, unreasonable absenteeism, willful disobedience of the University's lawful orders, willful refusal to perform all or any of your duties, insubordination, breach of company secrecy, or violation of the laws and regulations of Singapore;

5.2.4 if you are charged with or convicted of any offence which the University regards may bring it or persons associated with it into disrepute;

5.2.5 if you are guilty of any gross negligence or wilful misconduct in connection with or affecting the business of the University or its subsidiaries;

5.2.6 if you are guilty of misconduct whether or not in the performance of your duties under this Contract;

5.2.7 if you fail to perform your duties and obligations under this Contract;

5.2.8 if you are deemed by the University to have conducted yourself so as to affect or likely to affect the public image of the University adversely;

5.2.9 if it becomes illegal for the University to employ you in Singapore;

5.2.10 if you have your work pass revoked or not renewed by the Ministry of Manpower (if applicable);

5.2.11 if you have been declared by an order of court made pursuant to the provisions of the Mental Disorders and Treatment Act (Chapter 178) as being of unsound mind and incapable of managing your affairs; or

5.2.12 if you have been certified in writing by a Medical Board appointed by the University consisting of three (3) registered medical practitioners, one of whom shall be nominated by you, to be unfit for further service in the University. If you refuse or are unable to nominate a medical practitioner of your own choice within fourteen (14) days upon being requested so to do, the University shall appoint the third medical practitioner to constitute the Medical Board. You shall whenever required so to do by the University submit yourself for examination by the Medical Board at the expense of the University.

5.3 You acknowledge and agree that your period of appointment is dependent on the availability of sufficient research funding from project as specified in the Job Description which is required to support this position. Accordingly, the University reserves its rights to review your appointment if there is insufficient research funding from the project.

6 ACCEPTANCE

6.1 If you accept this offer of appointment, please complete, sign and return by 6 November 2019.

6.2 Please note that this offer is subject to the following conditions precedent:

6.2.1 the University' satisfaction as to your medical fitness and your successful passing of a pre-employment medical examination. In this regard, if you accept our offer of appointment, please go for your medical examination (including a chest x-ray). Please complete your medical examination at least two weeks before the Commencement Date; and

6.2.2 Should you require a work pass or other governmental approvals to work in Singapore, this offer will be conditional upon the grant of a valid work pass or approval by the Ministry of Manpower in Singapore ("MOM"). The University will assist you in this process. Your continuous employment with the University will similarly be subjected to the renewal of your work pass or approval by MOM. In the event that MOM does not approve or withdraws your work pass or approval, this Contract will be terminated by operation of law without notice as well as without any payment in lieu of notice and without compensation.

6.2.3 The terms of your appointment will be reviewed and revised if you acquire Singapore Permanent Residence or Singapore Citizenship. Please notify the University immediately on acquiring such status.

6.2.4 You shall only work for the University during the period relevant to the work pass issued to you by MOM. You shall not be engaged in any other business activities in competition with the University, no matter where these activities occur, and shall not serve concurrently in any other company, entity or organisation during the validity period of the work pass.

6.2.5 Renewal of the relevant work pass shall be at the sole discretion of the University, in accordance to the prevailing laws in force in Singapore.

6.2.6 You agree and confirm that, upon the termination of your employment for any reason whatsoever, the University shall not be responsible for the costs associated with repatriating you, your family, your personal effects and such other costs associated with your departure from Singapore, and you will bear and be liable for any such repatriation costs.

6.2.7 Please arrange for the medical examination only after you have received the letter conveying the in-principle approval of your work pass application together with any other instructions regarding the requisite medical examination and the submission of the medical report. The physician must complete the report in English. The medical examination report form will be attached when we subsequently send the in-principle approval letter to you. The University undertakes to meet the physician's normal charges for your medical examination, reimbursement for which will be made upon production of original receipt(s) after you have assumed duty in the University. Please note that medical reports that are issued more than 3 months from the time of submission will not be accepted.

6.3 In the event you fail to satisfy the conditions precedent herein for any reason whatsoever, this Contract shall be null and void and of no effect. In deciding whether you have satisfied the conditions precedent herein, the decision of the University shall be final and binding.

7 ENTIRE CONTRACT

This Letter and all enclosures hereto (collectively known as "this Contract") contain the entire agreement between the parties and supersede any prior oral or written agreements, commitments, understandings or communication with respect to this subject matter and may only be amended or modified by a supplemental agreement signed by both parties.

We look forward to your acceptance of the appointment. In the meantime, should you have any queries, please feel free to contact Hayley Ng via e-mail hayley.ng@ntu.edu.sg if you have any questions concerning this offer of employment.

Yours sincerely

Sally Leong
Assistant Director
For and on behalf of
Nanyang Technological University

ACCEPTANCE

I, Mohamed Mustafa Mahmoud Helmy, have read and understood this Letter dated 30 October 2019 from the Nanyang Technological University and hereby accept the terms set out in this Letter.

M. Helmy

(Signature)

Name: Mohamed Helmy

Date: Sunday 3rd November, 2019

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

Appendix 1
Job Description

Job Description

Our group is investigating 'neurobiology of resilience in the context of external environment'. In particular we are keen to find out what makes some individuals resistant to stress and related disorders, while most others are susceptible. We will be using preclinical animal models to understand the fundamental biology of resilience as well as emergence of dementia. Eventually, we will be investigating translational prospect of resilience and vulnerability of stress-related disorders in human subjects.

Requirements

- Demonstrate high motivation, keen interest and expertise in neurobiological research of stress and resilience.
- PhD with strong publication record and experience in animal handling and/or human subject research, in addition to regular cell/molecular biology techniques.
- Prior experience with rodent behaviour and surgery, and/or physiological/imaging readout in human subject will be a plus.

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Dr Mohamed Mustafa Mahmoud Helmy

Appendix 2
The University's Prevailing Policies And Practices

1 PLACEMENT AND DUTIES

1.1 The University may, from time to time, require you to undertake additional obligations and responsibilities, without further changing or adjusting your job title, as reasonably determined by the University, in accordance with the needs of the University from time to time. You may be transferred or seconded to any other School or Department or subsidiaries of the University as the University, in its sole and absolute discretion, deems fit.

1.2 You are appointed on a full-time basis and you will devote your whole time, knowledge, skill, ability and attention exclusively to the service of the University and will personally attend to the duties assigned to you. You shall not, during the term of your appointment:

(a) accept any other employment, engagement or appointment; or

(b) engage, directly or indirectly, in any other activity (whether or not pursued for pecuniary advantage), that might interfere with your duties and responsibilities under this Contract or create a conflict of interest with the University,

unless the University otherwise consents in writing.

2 PREVAILING POLICIES AND PRACTICES

2.1 This Contract shall be read in conjunction with the University's various schemes, benefits, policies and Staff Handbook in force from time to time (collectively, the "**Prevailing Policies and Practices**"), as if they form part of this Contract and are fully incorporated in this Contract.

If there is any conflict or inconsistency between this Contract and the terms and conditions set out in any of the Prevailing Policies and Practices issued at time of this Contract, this Contract shall prevail. However, this shall be without prejudice to the right of the University as set out in clause 2.2 below.

2.2 Your job title, salary, the various schemes, benefits and policies set out herein which you may be eligible are subject to the terms and conditions imposed by the University as set out in the Prevailing Policies and Practices. The University shall have the right, from time to time and as it deems fit, to add to, replace or amend the terms and conditions of the Prevailing Policies and Practices. The University shall endeavour to inform all research members of the additions, replacements or amendments made by the University but the accidental omission to give notice of, or the non-receipt by any research member of notice of, the additions, replacements or amendments shall not affect the validity of such additions, replacements or amendments.

2.3 You agree to be bound by and shall, at all times, comply with all the rules and regulations in force, from time to time, affecting research members of the University.

3 DEDUCTIONS

3.1 The University shall deduct from your salary and all other payments to you, all amounts which the University is entitled, authorised or required under this Contract or the laws of Singapore to deduct. You shall accept the balance of the monthly payment of your salary after all deductions by the University, in full satisfaction of your salary.

3.2 Tax and duties payable on salary, allowances or benefits, which you may be eligible for, shall be borne by you. The University shall also be entitled to deduct all taxes and duties as authorised or required by law.

3.3 You acknowledge and agree that:

(i) the University will deduct from your salary for the followings, if applicable of which you will be informed or notified:

a) Deductions for absence from work without leave;

b) Deductions for damages or loss caused by your intentional or negligent act/omission during your employ;

c) Deductions for income tax or withholding tax due to the Tax Authorities;

d) Deductions for advances or for adjustments of overpayments of salary;

e) Deductions for leave and other benefits taken in excess of entitlement; E.g. overutilization of flexible benefits and/or overall annual Medical Outpatient Provision in your Medical Spending Account;

f) Deductions for giving short resignation notice period to the University;

g) Deductions for liquidated damages arising from non-fulfillment of obligations under the University's Sponsorship Agreement;

h) Deductions of Dependant's Pass (DP) and/or Long-term Social Visit Pass (LTSVP) Application and/or Issuance Fees; and

i) Deductions for outstanding consultancy levies due to the University

(ii) when you do leave the University's employment, regardless of the reason for your leaving, any outstanding balance may be deducted from payments by the University due to you. If this amount is insufficient to make up for the outstanding balance, you will repay the deficits with your own monies to the University.

4 INTELLECTUAL PROPERTY RIGHTS

The University has in force a "Policy on Intellectual Property" (the "IP Policy"). You shall at all time, comply with the provisions set out in the IP Policy or any other policy in force from time to time which the University may, in its sole and absolute discretion, require. The current IP Policy can be viewed at the website of Nanyang Technological University-NTUitive Pte Ltd's homepage at http://www.ntuitive.sg/.

5 RESEARCH INTEGRITY POLICY

The University has in place a policy on Research Integrity (the "RI Policy"). You shall, at all times, comply with the provisions set out in the RI Policy. The current RI Policy can be viewed at research.ntu.edu.sg. Do note that on appointment, all persons involved in research at NTU shall be required to make a declaration of commitment online to the upholding of the highest standards of research integrity.

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

6 PROTECTION OF PERSONAL DATA

6.1 You shall only collect, use, disclose and process personal data of individuals, in full compliance with the Personal Data Protection Act ("**PDPA**")and with any policies, compliance manual(s), guidelines and/or checklists issued by the University relating thereto.

6.2 You agree that the University shall collect, use, disclose or process personal data concerning you pursuant to the NTU Personal Data Privacy Statement and Consent for Employees, a copy of which is attached to this Contract.

7 CONFIDENTIALITY OF INFORMATION

7.1 You shall not, at any time before or after the termination of your employment, for whatever cause, use, reproduce, disclose, retain in your possession or control or communicate directly or indirectly to any person other than a person to whom you are authorised by the University to communicate and for a purpose authorised by the University, any document (in written or other form) or information in any form of a nature which is confidential, sensitive or proprietary to the University and its subsidiaries or information received from third parties by the University under obligations of confidentiality ("Confidential Information") and you shall indemnify and keep indemnified the University and its subsidiaries against all losses, costs and expenses arising therefrom. Such Confidential Information shall include personal data of individuals (including but not limited to colleagues, students, corporate counterparts' staff (including personal data provided by corporate counterparts), corporate suppliers'/partners'/contractors' staff) that you come into or may have come into contact with during the course of your work or employment.

7.2 You hereby agree and undertake to:

(a) take all steps to prevent any reproduction, duplication and/or copying of the Confidential Information by any person;

(b) take all steps to ensure that documents and items of work-in-progress (if any) that embody the Confidential Information are kept in secured storage area;

7.3 The obligations under this Clause 7 shall continue without any limit in point in time even after the expiration or termination of this Contract.

8 GENERAL

8.1 Other Remedies. You agree that monetary compensation may not be an adequate remedy when you breach certain obligations to the University or its subsidiaries. In such situations, the University or its subsidiaries is entitled to seek appropriate equitable relief against you.

8.2 Amendments and Waivers. This Contract may not be amended except by agreement in writing, of the University and yourself. No delay on the part of the University in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, nor shall any waiver on the part of the University of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof of the exercise of any other such right, power or privilege.

8.3 Assignment. The rights and obligations of the University under or related to this Contract may be assigned, novated or otherwise transferred by law or by the University by contract, in which event all references in this Contract to "the University" shall be references to the transferee.

8.4 Contracts (Third Parties). The Contracts (Rights of Third Parties) Act (Chapter 53B) shall not apply to this Contract, and nothing in this Contract shall be deemed to confer any right to enforce any term of this Contract in any person not party to this Contract.

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

9 GOVERNING LAW

9.1 The terms and conditions in this Contract are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.

9.2 The courts of Singapore or such other courts which the University may elect shall have non-exclusive jurisdiction to try any issues which may arise in connection with these terms and conditions.

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

Appendix 3
Additional Assignment Terms & Conditions

1. Settling-In Allowance: You will be paid a one-off settling-in allowance (payable once only) of **S$1,000.00** on the next payroll run upon commencement of your employment.

THIS IS THE EXHIBIT MARKED **'GKMK-3'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Chew Kiat Jinn
CO2021/0076
1 Apr 2021 - 31 Mar 2022
SINGAPORE

Adrian Chiew Choong Yee

From: Chong Shin Kay
Sent: Friday, 9 October 2020 5:42 PM
To: Mohamed Mustafa Mahmoud Helmy
Cc: NTU Research Integrity Officer; Chief, Legal & Secretarial; Joanna Foong Chi Yuen; Adrian Chiew Choong Yee; Chief Human Resource Officer; Goh Ke Min Kevin; Oh Seok Fen
Subject: RE: Notification of Meeting - 6 Oct 10.30am

Dear Mr Helmy,

The meeting was arranged to clarify the allegations in your complaint pertaining to workplace bullying and the lack of professional stewardship from your Principal Investigator – Asst Prof Rupshi Mitra. We hope to understand more from your perspective during the meeting.

During the meeting, we informed you that Office of Human Resources (OHR), Legal and Secretarial Office (LSO), and the Research Integrity and Ethics Office (RIEO) are looking into your case holistically. You are of the view that workplace bullying, and research integrity issues should be investigated as a whole, rather than separately. We have made a note of this. Please be assured that we will discuss the feedback that you have raised during the meeting with the above offices which are looking into your case.

During the meeting, we sought to obtain clarity on your current working arrangements. You replied that you have not been reporting physically to work, but had been working remotely on your review. We had advised during the meeting and are going to reiterate here again, that if you are working remotely from home, approval has to be sought and obtained from your Principal Investigator (PI). You may apply for your earned annual leave if you are unable to come to work for personal reasons.

However, should you be uncomfortable in conversing with your PI at this time, please approach your HR Rep – Seok Fen.

With regard to the issue of threats of retaliation, Section 7.2 of the University's Framework for Investigation and Disciplinary Proceedings protects persons who have raised complaints of misconduct in good faith against reprisals and retaliation.

7.2 PROTECTION OF THE COMPLAINANT

(a) Every effort will be made to protect the Complainant in good faith from reprisals. No person shall be subject to harassment, intimidation or retaliation of any kind for having brought a good faith complaint of misconduct.

(b) Any person who makes an attempt at retaliation shall be subject to whatever disciplinary action the University deems appropriate including termination. Retaliation includes harassment, undesirable work assignments, low or no salary increase, poor evaluations, involuntary termination, and denial of tenure or promotion.

We appreciate your time to explain your perspectives to us during the meeting, and we take your feedback seriously. We will be following up the case with LSO and RIEO and will keep you updated in due course.

Regards,
Shin Kay

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Tuesday, 6 October 2020 1:03 PM
To: Oh Seok Fen <SFOh@ntu.edu.sg>; Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: NTU Research Integrity Officer <NTURIO@ntu.edu.sg>; Chief, Legal & Secretarial <D-LSO@ntu.edu.sg>; Joanna Foong Chi Yuen <JoannaFoong@ntu.edu.sg>; Adrian Chiew Choong Yee <adrian.chiew@ntu.edu.sg>; Esther Quek (OHR) <esther.quek@ntu.edu.sg>; #CHUA EILEEN# <EILEENCHUA@e.ntu.edu.sg>; Hayley Ng <hayley.ng@ntu.edu.sg>
Subject: Re: Notification of Meeting - 6 Oct 10.30am

Dear Seok Fen and Ms. Chong,

cc Human Resources, Legal and Secretarial Office, and Research Integrity and Ethics Office

Thank you for your open invitation in today's meeting to receive questions from me. I need an urgent clarification please: Why is there a threat of retaliation? You were very kind as to refer me to the *Framework for Investigation and Disciplinary Proceedings.* Please see section 7.2. May you please interpret section 7.2 to me from your perspective?

In today's meeting you emphasized a holistic approach is taken to the on-going concerns. However, you also denied knowledge that I am being bullied into research misconduct, this was apparently new information or a new allegation to you. Please see the first sentence of my first submission *Main.pdf.*

For the record, Ms. Chong advised me no permission is needed to seek external legal expertise, and that I should allow time for several University teams to consider the concerns.

Kind regards,
Mohamed Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Date: Sunday, October 4, 2020 at 5:34 PM
To: Oh Seok Fen <SFOh@ntu.edu.sg>
Cc: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Subject: Re: Notification of Meeting - 6 Oct 10.30am

Dear Seok Fen,

Certainly, I look forward to meeting you on Tuesday.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Oh Seok Fen <SFOh@ntu.edu.sg>
Date: Sunday, October 4, 2020 at 3:02 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Subject: Notification of Meeting - 6 Oct 10.30am

Dear Helmy

We have received your feedback with regards to some workplace concerns and we would like to arrange to meet up with you to understand more.

We would like to check if you are available on 6 October 2020, 10.30am at SBS Meeting Room 2 (SBS-01n-35) for the meeting.

We hope to hear from you soon.

Thank you.

Regards
Seok Fen

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Ms OH Seok Fen
Assistant Manager, School of Biological Sciences

60 Nanyang Drive, SBS-01n-14, Singapore 637551
T 65-6316-2828 SFOh@ntu.edu.sg www.sbs.ntu.edu.sg

From: Chong Shin Kay
Sent: Friday, 27 November 2020 6:01 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

You were informed via official emails on 25 November 2020 4.35pm and 26 November 2020 4pm for an official HR meeting scheduled today at 3.30pm, Friday 27 November 2020. The agenda of the meeting was to convey to you on the outcome of the allegations that you had raised. You were also clearly informed via the aforementioned correspondences that your attendance is required, but you did not attend the meeting.

With regard to the e-mails that you have submitted on 11 September 2020, 21 September 2020, 25 September 2020, 9 October 2020 and 5 November 2020, we have conducted a preliminary inquiry on the harassment/people management and research integrity/misconduct allegations that you have raised, which included conducting meetings with yourself, your People Manager, Asst Prof Rupshi Mitra as well as with colleagues from your school. The conclusion is that no misconduct has been found.

You have not reported to work in the office since 14 September 2020 . You have been told during the meeting on 6 October 2020 that if you were not working in the office, you need to get approval to work remotely. This was reiterated in our e-mail to you dated 9 October 2020. Your People Manager, Asst Prof Rupshi Mitra had also written to you on 5 November 2020 with regards to your absence. To date, no approval has been given to you to work remotely.

Pursuant to your employment contract: (a) you are to report to the office for work immediately; and (b) you are also to follow instructions that are given to you in relation to your work.

You are to report to the office on Monday 30 November 2020 in accordance with your official working hours.

Regards,
Chong Shin Kay
Employee Engagement & Relations, Manager

Office of Human Resources

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Friday, 27 November 2020 1:18 PM
To: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed my position remains and I will be waiting to read an official text on the outcome of the preliminary inquiry at your earliest convenience.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Friday, November 27, 2020 at 10:09 AM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed our position remains and we will be waiting for you later at 3.30pm at OHR Meeting Room 1, Admin Building, Level 4.

Regards,
Shin Kay

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Thursday, November 26, 2020 6:06 PM
To: Chong Shin Kay
Cc: Oh Seok Fen
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed that my position remains that I will meet you after I have read the outcome of the preliminary inquiry. By 'official communication is in writing' I mean that an official communication, such as an outcome of an

inquiry into harassment and research misconduct at a reputable university, are executed in writing. You may convey the outcome to me via an official message in writing and subsequently I will respond and meet you if and when necessary.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Thursday, November 26, 2020 at 5:54 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed that our position remains that we will meet you tomorrow. I am unsure by what you mean by official communication is in writing.
Nevertheless, the meeting room had been booked. We will convey the outcome to you via a face-to-face meeting and subsequently send you an official email of what had been conveyed.

Regards,
Shin Kay

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Thursday, 26 November 2020 4:56 PM
To: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Please be informed that official communication is in writing.

I will follow up with an email after I receive the outcome of the initial inquiry in writing.

Your report on the initial outcome of the inquiry is required.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Thursday, November 26, 2020 at 4:35 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Please be informed that the preliminary inquiry outcome will be conveyed to you officially at the meeting.

We will follow up with an email to detail the outcome after our meeting.

Your attendance for this meeting is required.

Thank you.

Regards,
Shin Kay

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Thursday, 26 November 2020 4:19 PM
To: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

I could not find an attachment nor text in your email on the outcome of the preliminary inquiry. It is my right to see it in writing, obviously, prior to any meeting.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Thursday, November 26, 2020 at 4:00 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy

We noted that you are unable to attend today as per your email of November 26, 2020 at 10:22 AM.

We would like reschedule the meeting to 27 November 2020, 3.30pm at OHR Meeting Room 1, Admin Building, Level 4.

The agenda of the meeting would be to share the outcome of the preliminary inquiry.

Thank you.

Regards,
Shin Kay

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Thursday, 26 November 2020 11:18 AM
To: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

Kindly address the points in the message sent below. For example, please send the outcome of the preliminary inquiry in writing.

Kind regards,
Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Thursday, November 26, 2020 at 11:11 AM

To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

Following up from our preliminary inquiry on the allegations you have raised, you are required to attend a meeting which will be held at SBS Meeting Room 2 on 26 November 2020 at 3.30pm.

The agenda of the meeting would be to share the outcome of the preliminary inquiry.

Thank you.

Best Regards,

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Ms CHONG SHIN KAY
Employee Engagement & Relations, Manager, Office of Human Resources
50 Nanyang Avenue, Admin Building, Singapore 639798
Tel: (65) 6513-8019 Email: shinkay.chong@ntu.edu.sg

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Date: Thursday, November 26, 2020 at 10:22 AM
To: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Re: Notification of Meeting - 26 Nov 2020, 3.30pm

Dear Ms. Chong,

Since your apology for incorrectly addressing me sent on 12.10.2020 (below), we have not established communication on a first- or preferred-name basis. You may continue to address me as Dr. Helmy. Along with your failure to notice the first sentence in my first submission, there is thus ample reason to be concerned that attention to detail is not a given priority.

Please send in writing:

1. The agenda for the requested meeting.
2. Findings within the *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff).*

It took you over seven (7) weeks or almost two (2) months to make contact after our last meeting on 06.10.2020. I'm puzzled you now request a meeting within less than twenty-four (24) hours. I am presently occupied compiling a dataset which requires careful attention to detail, and would rather not interrupt. In any case please send the material mentioned above and we may meet as and when.

Kind regards,
Mohamed Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay <shinkay.chong@ntu.edu.sg>
Date: Wednesday, November 25, 2020 at 4:35 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: Notification of Meeting - 26 Nov 2020, 3.30pm

Dear Helmy,

We would like to follow up with you with regards to our last conversation.

We would like to check if you are available tomorrow on 26 November 2020, 3.30pm at SBS Meeting Room 2 (SBS-01n-35) for the meeting.
We hope to hear from you soon.
Thank you.

Best Regards,

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Ms CHONG SHIN KAY
Employee Engagement & Relations, Manager, Office of Human Resources

50 Nanyang Avenue, Admin Building, Singapore 639798
Tel: (65) 6513-8019 Email: shinkay.chong@ntu.edu.sg

From: Chong Shin Kay
Sent: Friday, 27 November 2020 6:01 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

You were informed via official emails on 25 November 2020 4.35pm and 26 November 2020 4pm for an official HR meeting scheduled today at 3.30pm, Friday 27 November 2020. The agenda of the meeting was to convey to you on the outcome of the allegations that you had raised. You were also clearly informed via the aforementioned correspondences that your attendance is required, but you did not attend the meeting.

With regard to the e-mails that you have submitted on 11 September 2020, 21 September 2020, 25 September 2020, 9 October 2020 and 5 November 2020, we have conducted a preliminary inquiry on the harassment/people management and research integrity/misconduct allegations that you have raised, which included conducting meetings with yourself, your People Manager, Asst Prof Rupshi Mitra as well as with colleagues from your school. The conclusion is that no misconduct has been found.

You have not reported to work in the office since 14 September 2020 . You have been told during the meeting on 6 October 2020 that if you were not working in the office, you need to get approval to work remotely. This was reiterated in our e-mail to you dated 9 October 2020. Your People Manager, Asst Prof Rupshi Mitra had also written to you on 5 November 2020 with regards to your absence. To date, no approval has been given to you to work remotely.

Pursuant to your employment contract: (a) you are to report to the office for work immediately; and (b) you are also to follow instructions that are given to you in relation to your work.

You are to report to the office on Monday 30 November 2020 in accordance with your official working hours.

Regards,

Chong Shin Kay

Employee Engagement & Relations, Manager

Office of Human Resources

From: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Sent: Monday, November 30, 2020 8:45 AM
To: Chong Shin Kay
Cc: Oh Seok Fen
Subject: Re: Notification of Meeting: 26 November 2020, 3.30pm

Dear Ms. Chong,

You were informed *via* replies to the emails you listed in the first paragraph of your message sent on 27.11.2020 at 6 p.m. that an outcome of a preliminary inquiry under the *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff)*, Last Updated 22 May 2020, is officially executed in writing. You were also clearly informed *via* the aforementioned correspondence of my right to read the official outcome of the preliminary inquiry pertaining to my case, but you did not furnish it.

Text in quotation marks below is copied from your email sent on 27.11.2020 at 6 p.m.

What is an "...harassment/people management...allegation[s]..."? My submission comes under the *Anti-Harassment Policy*, Approved 26 Dec 2018, previously *Harassment Policy,* Approved 24 Dec 2018. I am not familiar with a 'people management' policy, may you please forward it? It might be relevant to my case.

I submitted evidence of research misconduct as defined by NACLAR Guidelines, GMAC Guidelines (Singapore Biosafety Guidelines for Research), *NTU Research Integrity Policy*, and *NTU-IACUC Standard Operating Procedure*. What are "...research integrity/misconduct allegations..."? I am curious how one may generate allegations of research integrity.

Who is my "...People Manager..."? To the best of my knowledge, the term is poorly defined on the *ntu.edu.sg* domain. I assume it is not my Reporting Officer because you list that individual separately. Are 'people manager' and 'reporting officer' used interchangeably? Or were the comma and the "...as well as..." in your official communication misplaced?

I did not liaise with any "...colleagues..." at my school nor outside my school, neither in the plural nor in the singular because I was forbidden from doing so by my supervisor. With whom did you conduct these interviews you refer to?

When you state in your official communication "...we have conducted...", whom are the "...we..." you refer to?

Given that during our meeting on 06.10.2020: (i) in your opening statement you wrongly claimed I was making allegations of harassment against another person, needed to make an 'edit' in your notes when I pointed out no such allegation was made, and yet it is still officially unclear or unknown what or whom is being investigated and by whom; (ii) you did not notice the first sentence of my first submission; (iii) you ignored evidence you found difficult to read; (iv) there was either no *Framework for Investigation and Disciplinary Proceedings (Faculty and Research Staff)* for my case or you made a threat of retaliation; and given that: (v) you addressed me incorrectly in the email you sent on 09.10.2020 at 5.42 p.m., apologized in the email you sent on 12.10.2020 at 10.40 a.m., and then addressed me incorrectly again in the email you sent on 25.11.2020 at 4.35 pm, and (vi) the contradictory content of your official email sent on 27.11.2020 at 6:00 p.m., I may only deduce that you are referring to a case unrelated to mine. Please let me know when an outcome of a preliminary inquiry into my case is produced.

As to other content of your email, I am not sure if you are aware of the terms of employment in the *Research Staff Handbook* published by the Office of Human Resources. I am also not sure if you are aware of the policy defined by Professor Nordenskiöld in the email sent on 19.06.2020, Subject: SBS Phase 2. I do not know this individual who was tolerated to be absent by his or her Reporting Officer, Human Resources Business Partner, and School Chair, and for a period of time you outlined (almost three (3) months!) but that is none of my concern. Please rest assured I will continue reporting to work promptly, and meeting my duties and responsibilities comprehensively.

Kind regards,

Mohamed Helmy

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Mohamed Helmy, MD PhD
Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
T +65 83 555 817 mohd.mustafa@ntu.edu.sg www.ntu.edu.sg

From: Chong Shin Kay
Sent: Wednesday, 2 December 2020 2:58 PM
To: Mohamed Mustafa Mahmoud Helmy <mohd.mustafa@ntu.edu.sg>
Cc: Oh Seok Fen <SFOh@ntu.edu.sg>
Subject: RE: Notification of Meeting: 26 November 2020, 3.30pm

Dear Dr. Helmy,

FINAL REMINDER TO RETURN TO WORK IN THE OFFICE

We have repeatedly requested you to return to work in the office and attend the meetings scheduled by OHR. However, you have failed to report to work in the office since 14 September 2020, and you have repeatedly refused to attend meetings that have been scheduled by OHR, including the meeting scheduled on Friday 27 November 2020 at 3.30pm.

Your attendance at work in the office was and is required regardless of the preliminary inquiry outcome. Your insistence to have a written report on the preliminary inquiry outcome does not entitle you to continue to be absent from work.

Your failure to report to work constitutes breaches of NTU Research Staff Handbook (i.e. Absence from Office or Place of Work; Vacation of Office) and your employment contract.

With regard to the email sent by Professor Nordenskiöld on 19 June 2020, it clearly states that work from home is only allowed for research staff where the nature of the work makes it possible, **subject to arrangement with your Reporting Officer/ supervisor**. To date, no approval has been given by your Reporting Officer, Asst Prof Rupshi Mitra to allow you to work from home.

This e-mail serves as a FINAL REMINDER that you shall immediately report to work in the office.

Regards,

Chong Shin Kay

Employee Engagement & Relations, Manager

Office of Human Resources

THIS IS THE EXHIBIT MARKED **'GKMK-4'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Chew Kiat Jinn
CO2021/0076
1 Apr 2021 - 31 Mar 2022
SINGAPORE

NANYANG TECHNOLOGICAL UNIVERSITY
SINGAPORE

Reg. No. 200604393R

PRIVATE AND CONFIDENTIAL

4 December 2020

Dr Mohamed Mustafa Mahmoud Helmy
Research Fellow
School of Biological Sciences

Dear Dr Mohamed Mustafa Mahmoud Helmy,

TERMINATION OF EMPLOYMENT

1. We refer to your employment contract with the Nanyang Technological University (the "**University**"), contained in and/or evidenced by (a) a Letter of Appointment from the University to you dated 30 October 2019 which you accepted on 3 November 2019; and (b) an Amendment to the Letter of Appointment dated 23 March 2020 which you accepted on 25 March 2020 (the "**Contract**").

2 We write to inform you that your employment with the University is hereby terminated with immediate effect, pursuant to Clause 5.1 of the Contract. Clause 5.1 states that "This Contract may be terminated at any time after the probation period, by either party giving to the other not less than one (1) months' notice in writing or payment of one (1) months' gross salary, in lieu of notice". In this connection, the University will pay you till your Last Day of Service, and one (1) months' salary in-lieu of notice.

3. Your last day of service with the University will be **4 December 2020** ("Last Day of Service").

4. You must not, without the University's prior written consent, from the date of this letter until your Last Day of Service:

   (i) contact or deal with (or attempt to contact or deal with) any employee, consultant, client, customer, supplier, agent, distributor, student, trustee, alumni, adviser or any other business contact of the University on an official basis; and

   (ii) represent (or attempt to represent) the University in any official capacity.

5. The following payments will, subject to paragraph 8 below, be credited to your bank account, subject to our right to deduct or set off any amount due or may be due or owing by you to us, after all relevant tax clearances with the Inland Revenue Authority of Singapore (IRAS) have been performed:

   (1) your net salary up to your Last Day of Service; and

   (2) any other amounts which have accrued and are due to you from the University pursuant to your contractual employment benefits,

NTU Shared Services - Human Resources

Student Services Centre, Level 5, 42 Nanyang Avenue, Singapore 639815, Tel: +65 6908 3301/3302, Fax: +65 6792 5003, www.ntu.edu.sg/nss

provided that:

(i) you properly transition and handover all your work and responsibilities by no later than seven (7) days after your Last Day of Service; and

(ii) no action on your part has been taken to discredit either the University or its employees.

6. You must, by no later than seven (7) days after your Last Day of Service, return to the University all notes, memoranda, notebooks, drawings, working papers, draft documents, records, files, disks (and other means of storing or recording information) and other materials in your possession or under your control, in electronic form or otherwise, whether prepared by you or others, which are associated with your employment, and you shall not retain nor take any copies of them without the University's prior written consent. All such items shall be returned to Ms Oh Seok Fen (sfoh@ntu.edu.sg; Tel: 63162828).

7. You are, in addition, required to immediately return to the University any property that has been provided by the University to you in the course of your employment, including without limitation your staff card, medical card (including dependents' medical cards, if any), office keys, credit card, mobile telephone, laptop and computer equipment. All such items shall be returned to Ms Oh Seok Fen (sfoh@ntu.edu.sg; Tel: 63162828).

8. You shall pay all sums (if any) that are due and owing to the University or its related entities. Without prejudice to the University's other rights under law, any item (in good condition) or sums of monies (if any) which are not received by the University within seven (7) days after your Last Day of Service shall be deemed to be unlawfully retained by you and the University reserves the right to claim or deduct the same from you.

9. In the event that you breach, or the University has reason to believe that you are or will be in breach, of any provision of this letter, the University shall be entitled to withhold part or whole of the sum stated in paragraph 5 above, and/or seek injunctive or other equitable relief from any court of competent jurisdiction enjoining and restraining such breach or threatened breach (without being required to post any bond or other security therefor). Such remedy shall be in addition to any other remedies which the University may have, including the right to recover any and all damages that may be sustained as a result of the breach of any term of this letter and the right to recover any and all payments that may have been made in consideration of you being bound by the terms of this letter.

10. All benefits provided to you pursuant to your employment with the University (including but not limited to any medical, dental and insurance benefits) shall cease on your Last Day of Service.

11. Nothing in this letter shall affect the covenants and obligations contained in your employment contract with the University, contained in or evidenced by your letter of appointment or any other documents referred to in your letter of appointment which are expressed to continue following your Last Day of Service. You shall continue to be bound by your continuing covenants and obligations under your letter of appointment and such documents.

12. This letter shall be governed by the laws of Singapore and the Singapore courts shall have exclusive jurisdiction in respect of any disputes arising in connection with it.

13. We thank you for your service to the University and wish you all the best in your future endeavours.

Yours sincerely

Eileen Chua
Divisional Head, Human Resources
NTU Shared Services
For and on behalf of
Nanyang Technological University

cc: NSS-HR (Payroll)

ANNEX 1: ADMINISTRATIVE MATTERS ON CESSATION OF SERVICE

1. Your last month's salary will be paid to you on the next payroll after clearance of all liabilities.

2. Your FlexBen entitlement is according to your length of service during the plan year 1 July 2020 to 30 June 2021 and therefore it will be pro-rated accordingly. In this connection, should there be an over utilisation of your FlexBen points, you would be required to pay back the over utilised amount.

3. Should there be an over utilization of your annual leave, you would be required to pay back the over utilised amount.

4. You shall not, at any time after the end of your employment, for whatever cause, use, reproduce, disclose, retain in your possession or control or communicate directly or indirectly to any person other than a person to whom you were authorised by the University to communicate and for a purpose authorised by the University, any document (in written or other form) or information in any form of a nature which is confidential, sensitive or proprietary to the University and its subsidiaries or information received from third parties by the University under obligations of confidentiality ("Confidential Information") and you shall indemnify and keep indemnified the University and its subsidiaries against all losses, costs and expenses arising therefrom. Such Confidential Information shall include personal data of individuals (including but not limited to colleagues, students, corporate counterparts' staff (including personal data provided by corporate counterparts), corporate suppliers'/partners'/contractors' staff) that you have come into contact with during the course of your work or employment with the University.

5. You are also reminded of your continuing obligations to the University under your Letter of Appointment and this includes your compliance with the University's Policy on Intellectual Property. The current IP Policy can be viewed at the website of Nanyang Technological University-NTUitive Pte Ltd's homepage at http://www.ntuitive.sg/.

6. Please contact Ms Oh Seok Fen (sfoh@ntu.edu.sg; Tel: 63162828) for matters pertaining to salary, if needed.

7. Under the regulation of Singapore's Ministry of Manpower, you are to cancel your Employment Pass and related Pass(es), i.e. Dependent's and/or Long-Term Visit Pass(es) on your last day of work.

8. Within seven (7) days of your Last Day of Service, please present the following documents to NSS HR.

    a. Your passport and Employment Pass

    b. The passport(s) and respective Pass(es) of your dependant(s) / parent(s) / parent(s)-in-law, if applicable

    c. We will assist in cancelling your Employment Pass and related Pass(es) online and issuing you Short-Term Visit Pass(es) of between 14 and 30 days for your remaining stay in Singapore, if required. You may want to note that it is an offence to stay in Singapore without a valid pass.

9. Tax Clearance and Withholding of Last Salary for Non-Singapore Citizens

    a. If you are not a Singapore Permanent Resident (SPR) or are a SPR who is leaving Singapore, the University is required to file your income tax before you leave the employment of NTU. The University will withhold your last month's salary pending tax clearance, according to applicable Singapore laws. Once the University receives your tax liability as determined by the Income Revenue Authority of Singapore (IRAS), the University will pay to IRAS the assessed tax amount from the withheld salary and release the balance of the salary to you. If your salary is

insufficient for the tax deduction, you must settle the difference before your departure.

b. Kindly note that if there is outstanding tax, you will be prevented from leaving Singapore. In such instance, you will need a release letter from IRAS. For more details on tax clearance, please refer to https://www.iras.gov.sg. If you require further clarifications or assistance, please email payrollenquiries@ntu.edu.sg or call 6790 5135.

10. For payment of outstanding amounts to the University, please make payment at One Stop @ Student Activities Centre (located at Nanyang Technological University, NS3-01-03 North Academic Complex, 50 Nanyang Avenue, Singapore 639798). Do note that only cashless modes of payment (GIRO, NETS, cash card, EZ-Link, cheques, bank draft, cashier's order and credit card) are accepted. For payment by crossed cheque or bank draft drawn on a local bank in Singapore, please issue to "Nanyang Technological University".

11. Alternatively, you may also make payment via internet transfer. Our bank information are as follows:

Account Name:	Nanyang Technological University
Name of Bank:	OCBC Bank
Account Number:	537010027001
Head Office Address:	65 Chulia Street, OCBC Centre, Singapore 049513

After making payment, please send a scanned copy of the receipt to Hayley Ng from NSS HR at hayley.ng@ntu.edu.sg.

Goh Ke Min Kevin

Subject: Re: Notice of Termination

Sensitivity: Confidential

From: Oh Seok Fen <SFOh@ntu.edu.sg>
Sent: Friday, December 4, 2020 3:13 PM
To: helmy.m@gmail.com
Cc: Lars Nordenskiöld (Prof); Chong Shin Kay
Subject: Notice of Termination

Dear Helmy

NOTICE OF TERMINATION

We refer to your absence from the scheduled meetings on 26 November 2020, 27 November 2020 and 4 December 2020 at SBS Meeting Room 2.

Despite multiple attempts to reach out to you during working hours, you had continuously refused to meet. You have not reported to work in the office since 14 September 2020 despite no approval being given to you to work remotely. Hence, the University had decide to terminate your employment contract with salary paid in lieu of notice per Clause 5.1.2 of your Employment Contract:

"...after the probation period, by either party giving to the other not less than one (1) month's notice in writing or payment of one (1) month's gross salary, in lieu of notice."

The relevant documentation shall be sent via email to your personal email account and to your last registered address by hand on 4 December 2020.

Please reach out to me (sfoh@ntu.edu.sg) if you have any questions.

You are also required to return the University laptop and all other computer equipment as well as staff and medical cards which you have been given. You may schedule a time with me to manage your return of University properties.

We wish you all the best.

Regards
Seok Fen

NANYANG TECHNOLOGICAL UNIVERSITY SINGAPORE

Ms OH Seok Fen
Assistant Manager, School of Biological Sciences

60 Nanyang Drive, SBS-01n-14, Singapore 637551
T 65-6316-2828 SFOh@ntu.edu.sg www.sbs.ntu.edu.sg

THIS IS THE EXHIBIT MARKED **'GKMK-5'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

While working at Nanyang Technological University, Singapore, I was ordered by my supervisor, Rupshi Mitra, to kill dozens of animals for no reason and without anesthesia. I refused and reported the incident through appropriate channels. As a result, I was harassed and fired. To this day, nothing has been done to address illegal animal experiments at Nanyang Technological University.

Curious as to why Nanyang Technological University handled the situation the way they did, I looked at the research I was involved in as part of the Singapore Dementia Consortium. It appears that 14.5 million USD were allocated to Mitra and 15 other professors in the Singapore Dementia Consortium to do research on dementia and Alzheimer's disease, and they did not do research on dementia and Alzheimer's disease. It does not stop there. Looking into the work of co-authors of researchers in the Dementia Consortium, it seems similar patterns of misconduct are repeated. Here's the story...

Mohamed Helmy
MD, PhD
10 Jurong Lake Link, #15-39
Singapore, 648131
26 March 2021

Dementia Consortium

The premises of the Singapore Dementia Consortium holders, failures of culture and not solely, research or dementia

More Info

Mitra and Vyas

Misconduct in research and related to Nanyang Technological University

More Info

Problematic ethics

Ethical issues in the research of the Dementia Consortium

More Info

Frequently unasked questions

How did this happen? Why is it important? Why is this

What this means for you

What to do if you study, work or collaborate with a Singapore university

Report download

Download full report from

Nitish Thakor

Misconduct in the research activity of Nitish Thakor, affiliated with National University of Singapore and Johns Hopkins University

More Info

Frequently unasked questions

What is going on?

I can describe the patterns (see Problematic ethics). I can tell you what it is not - it is not research.

How did this happen? Who is in on it?

This kind of scandal on this kind of scale obviously does not and did not happen overnight. Also obviously, players outside NTU, NUS, NNI, and A*STAR (all in Singapore) are needed for whatever this is to happen. Here are some considerations:

1. **Autonomous institutes**. The institutes themselves, of course. That is what universities in Singapore and elsewhere *become* at some point in history. I think 'autonomous institute' is supposed to mean 'self-regulating', they make their own decisions without interference. Here it seems to mean 'above the law and beyond accountability'. Internal checks and balances, such as carried out by the Ethics and Compliance office, failed miserably. It might have to do with the fact that autonomous institutes have shareholders. Who are maybe not as interested in producing knowledge as they are in generating 'profit'. Obviously, Imperial College London (with Nanyang Technological University) and Duke University (with National University of Singapore) have roles to play. ICL and Duke have roles to play because their name is on the door. After submitting my report and sending messages (gentle reminders) to ICL, I was told to shut up and go away. Duke University never acknowledged. Karolinska in Sweden and Max Planck Institutes (the one in Florida, but the main office in Germany never acknowledged neither) are also suspicious in that Ethics and Compliance offices and Ombudsman at these institutes did not acknowledge receiving the report I sent them, and which potentially includes misconduct by researchers at these institutes.
2. **Publishers**. There are several examples of erratic publication practice. *Frontiers* is one. When I sent a report to *Frontiers* on the editorial practice of George Augustine, they just lied about the facts and said it's all cool. *Scientific Reports* is another name that appears rather frequently in publications by the Dementia Consortium members. As well as others, have a look at the report and draw your own conclusions. For example have a look at 'data' in a couple of articles by Mitra in *Scientific Reports* and *Heliyon*. These journals, in the reputable *Nature* and *Cell Press* groups, should have transparent and robust mechanisms for investigating reports of research misconduct in articles published by them.
3. **Research regulatory bodies**. In Singapore one very obvious party is Animal & Veterinary Services or AVS. There are only two possibilities. The first is that AVS staff are *dead* at their desks. They can't be sleeping because then they would wake up every now and then. You do not have to be any kind of expert to see something is terribly rotten in the state of animal experiments at NTU for example. The two staff members I met with at AVS have no research experience and appeared neither competent nor qualified to be in such a regulatory position. The second possibility is that high ups at AVS are in on it

proposals and recommend or decide which proposal and group gets to be funded. There should be a panel of experts or *an* expert assessing grant updates which the research group sends in to the funding body at intervals, and also at the end of the funding period describing the grant outcome. In other words, it is not (or should not be) some paper-pusher rubber stamping some drivel spewed out by the researcher the night before. You have to show the funding body bang for the buck - impressive pictures of brain neurons, a list of publications produced in high impact journals, catchy posters produced by students, conferences attended, so on. One funding body to mention is Human Frontier Science Program, download the full report here. I informed them of misconduct by Vyas specifically in relation to the grant he got from them as well as others in Singapore. Their answer was: we asked NTU if there is any misconduct, and NTU said no. That's like asking a criminal if he committed a crime, and when he says no, you take his word for it. Is there no one at Human Frontier Science Program who can read the report I sent them to investigate themselves? Who chooses the grant proposals to be funded at Human Frontier Science Program, an eight-ball? Perhaps a slot machine?

5. **Financial regulatory bodies**. Whether the money comes from the State or a private foundation, there should be *someone* looking into it, no? Like an auditor general. Perhaps these are easy to fool. Too easy it seems.
6. **Fear and silencing**.

Why is this happening? To what end?

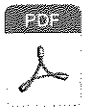
I do not know. An easy reason to consider is money. What does not make sense is to have the infrastructure to actually do research, and then not do research. It's like having a multi-million dollar casino where the only people allowed to visit are actors playing with mock money, whether or not the casino also launders real money under the table. Needless to say, the infrastructure in Singapore is nothing short of amazing, both in terms of daily life and importantly in terms of research facilities and technology. Perhaps the most important 'resource' is the sheer number of clever, creative, and extremely competent students. See Vyas and Mitra for more on demoralization of students by members of the Dementia Consortium.

Report download

Click on the buttons below to download a full report

Singapore Dementia Consortium misconduct including Mitra and Vyas

Misconduct by the Singapore Dementia Consortium, headed by George Augustine, is in Part I of this report. Part II is an analysis of the work output of Rupshi Mitra and Ajai Vyas at Nanyang Technological University.



Misconduct by Nitish V. Thakor, NUS and JHU

Misconduct in the research activity of Nitish Thakor, Director of SINAPSE, National University of Singapore, and Professor at Johns Hopkins University.

Human Frontier Science Program, Singapore grant recipients misconduct

In this report, research and academic misconduct by recipients of Human Frontier Science Program (HFSP) grants in Singapore is described. The report was sent to HFSP and this is how it was investigated: HFSP asked Nanyang Technological University if there is any misconduct. NTU said no. HFSP said cool, case closed. Please contact me for a **full transcript of the correspondence with Guntram Bauer, Director of Science Policy & Communications, The International Human Frontier Science Program Organization (HFSPO)**.

Misconduct by Singapore researchers who were awarded an HFSP grant includes:

- Ajai Vyas. This report details research and academic misconduct by Vyas as related to an HFSP grant he received, and did nothing declared in that grant.
- HFSP grants awarded to other Singapore Dementia Consortium members implicated in misconduct and/or their co-authors, George Augustine, Ayumu Tashiro, and Hiroshi Makino.
- Chwee Teck Lim, Archita Mishra, and others.

Systemic misconduct in Singapore institutes of research and higher education

Saturday 27 March, 2021

Mohamed Helmy
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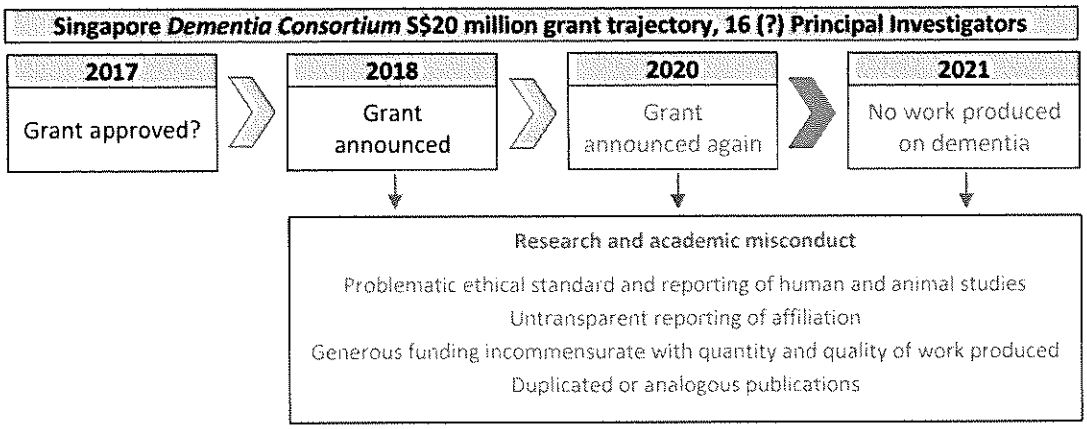
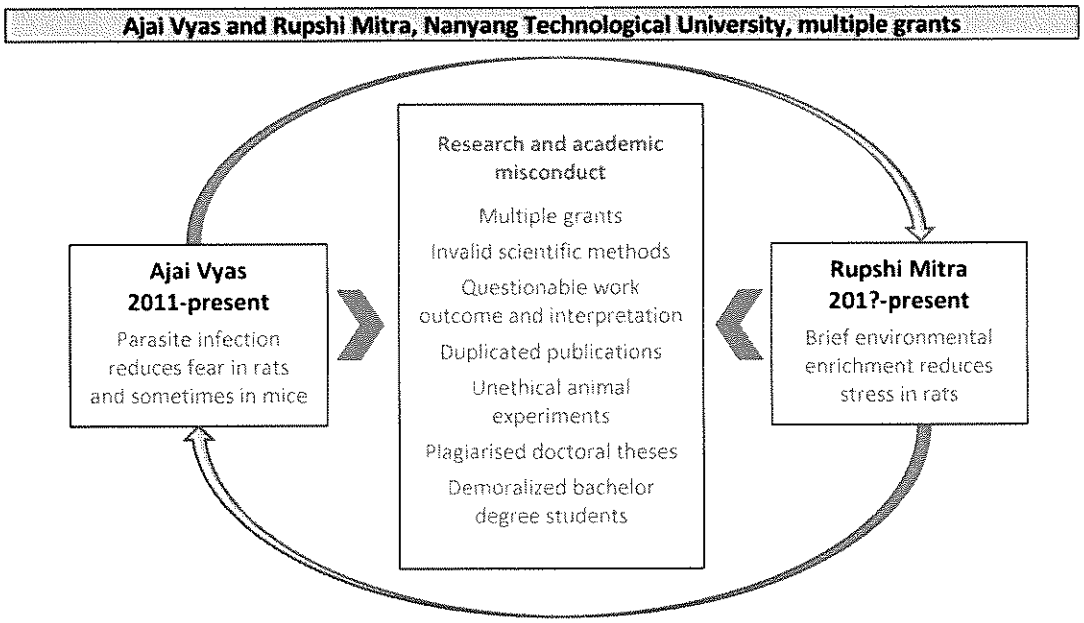
Singapore 648131

nanyangscandal.com

Graphical abstract





Systemic misconduct in Singapore institutes of research and higher education

This is a report on systemic research and academic misconduct in Singapore institutes of research and higher education, namely Nanyang Technological University and Lee Kong Chian School of Medicine Nanyang Technological University-Imperial College London, National University of Singapore and Duke-NUS, National Neuroscience Institute, and A*STAR.

In Part I of this document evidence is presented of gross misconduct perpetrated by a group of Principal Investigators (PIs) in Singapore. The 'Dementia Consortium' took S$19.4 million (about 14.5 million USD) in a grant probably called *AcRF Tier 3 Defining the brain circuitry defects that cause dementia*; due to systemic obfuscation this information cannot be verified from what the investigators chose to disclose. The grant was announced in 2018 and again in 2020. This grant was not used to research dementia. Arguably, nothing demonstrable and of note was done with the money.

Systemic misconduct by PIs in the Consortium shows:

- problematic or highly problematic ethical standards and reporting of human and animal studies;
- untransparent reporting of affiliation;
- quantity and quality of work not meeting stated grant objectives and amount;
- apparently frequent duplication of publications or analogous work.

Notable PIs in the Dementia Consortium implicated in misconduct include:

- George Augustine, head of the Consortium, presently Professor at Lee Kong Chian School of Medicine, Nanyang Technological University-Imperial College London, putatively at Korea Institute of Science and Technology, previously at Duke and Duke-NUS. Augustine's editorial practice at *Frontiers* violates publisher guidelines;
- Nagaendran Kandiah, a neurologist affiliated in one way or another with almost all institutes of research and higher education in Singapore as well as the Singapore Ministry of Health, National University Health System, and elsewhere. Kandiah is in charge of clinical trials of questionable scientific validity. Financial and conflict of interest declarations in publications by Kandiah are absurdly disclosed and in relation to major pharmaceutical corporations;
- Sanjay Khanna, a faculty member at the National University of Singapore who is also on the animal ethics board and so his role in potentially approving his own meagre and substandard work and that of others in the Dementia Consortium is unknown;
- Judy Sng, a faculty member who appears to have two personas at the National University of Singapore - assuming that is not the case we should not be in a situation where this is even contemplatable;
- Gavin Stewart Dawe, head of department at the National University of Singapore who appears to be running a thesis mill.
- Kah-Leong Lim, putatively affiliated with several Singapore institutes and abroad.

In Part II evidence is presented of gross misconduct in the research and education activities of Ajai Vyas and Rupshi Mitra at Nanyang Technological University and over a period of about a decade. Both are members of the Dementia Consortium and Vyas has a leading role. Misconduct by Vyas and Mitra shows:

- Illegal animal experiments including killing animals for no scientific reason and without anaesthesia.
- Consistent receipt of local and international grants with which was produced extremely substandard work rife with indisputable scientific evidence of misconduct. Vyas is a *Human Frontier Science Program* grant recipient; none of the stated grant objectives were attained.
- Duplication of this substandard work in articles published in indexed and non-indexed scientific journals and doctoral theses.
- Obfuscation of this substandard work in scientific terminology and incommensurate statistics.

- Misreporting or forging administrative details such as official experimental protocol, grant details, and metadata in the Nanyang Technological University repository (DR-NTU).
- The co-authors of these two individuals received monies and credit for questionable work produced at Nanyang Technological University, and it is unclear if these co-authors were even in Singapore at the purported time of production of said substandard and duplicated work.
- Demoralization of bachelor degree students. Some bachelor degree students showed admirable resistance to dishonest work in their final year projects.

Part III is conflict of interest disclosure by the author.

Individuals who are meant to safeguard due process and the integrity of human and animal research activity in Singapore are the same individuals who are breaching it. This includes Roderick Wayland Bates and Tony Mayer, both affiliated with Nanyang Technological University and the Singapore Institutional Research Integrity Offices Network (SIRION), as well as ethics and compliance officers at the National University of Singapore.

I hope you may consider evidence in this report since implications go beyond individual and institutional reputation. Clinical trial research activity in Singapore will be documented in a subsequent report.

The quantity of resources which must have been thrown to silence, harass, and evict me is flattering.

The first sentence of the Acknowledgements in Lee Kuan Yew's memoirs, *The Singapore Story*, reads: "I was fortunate in 1995 to gather a team of young researchers."[1] The man credited with making Singapore what it is established that knowledge and meritocracy are to be powerful forces in its management.[2] The putatively widespread and systemic misconduct in Singapore research and academia and related to management practice and grant, health, research, and education system administration documented here obviously poses a danger and challenge to Singapore.

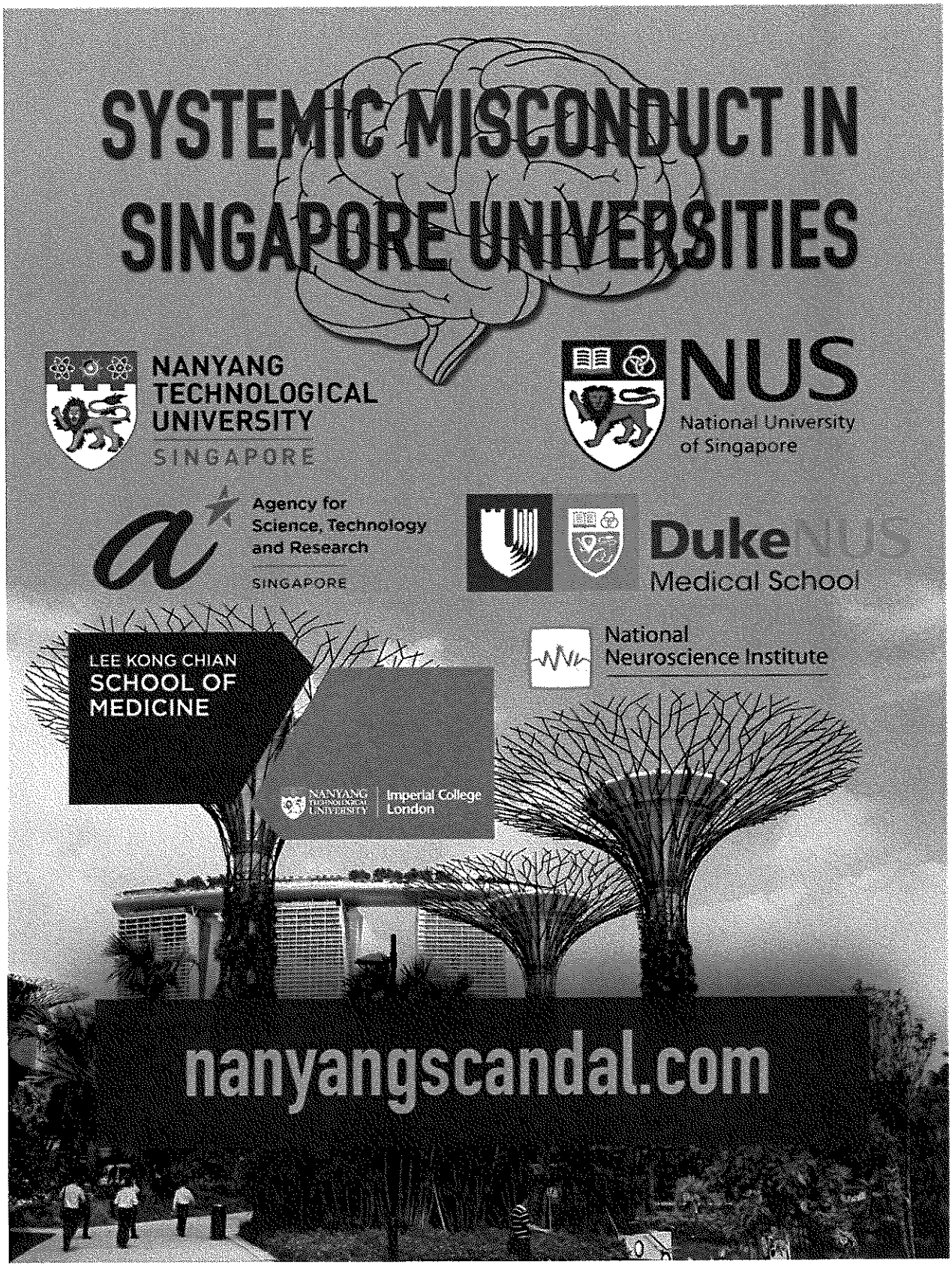
Kind regards,

M. Helmy

Mohamed Helmy
MD, PhD

helmy.m@protonmail.com
helmy.m@gmail.com
+65 83 555 817
10 Jurong Lake Link, #15-39
Singapore 648131

[1] Lee Kuan Yew, *The Singapore Story* (Singapore: Times Editions, 1998), page 10.
[2] Lee Kuan Yew, *Continuity of Association After Empire* (Smuts Memorial Lecture, University of Cambridge, 24 April 1969, in National Archives of Singapore), pages 5, 16, 17, and 24; see also Quah, J. S. T., "Singapore in 1983: The Continuing Search for Talent," Far Eastern Survey 24, no. 2 (1955): 178-186.



Artwork by Jenna Jauhianen

PART III

Conflict of interest disclosure by the author

1. I, Mohamed Mustafa Mahmoud Helmy, submitted reports on widespread and systemic misconduct in research and academic activity by Ajai Vyas and Rupshi Mitra at Nanyang Technological University to the University Leadership, Office of Human Resources, Legal and Secretarial Office, and Research Integrity Office during the period September to November 2020.

2. Under the 'no reason' clause my employment contract with Nanyang Technological University was terminated by the Office of Human Resources on 4 December 2020.

3. Since 19 December 2020, police reports have been lodged on widespread corruption in research and academic institutes in Singapore, and including harassment of my person at my place of residence by a person alleging to work for Nanyang Technological University, theft, cheating, mischief, forgery, extortion, spying, digital hacking, and other matters.

I, Mohamed Mustafa Mahmoud Helmy, hereby declare that to the best of my knowledge all information contained herein is true.

Mohamed Helmy
Singapore, 09.03.2021

THIS IS THE EXHIBIT MARKED **'GKMK-6'**

REFERRED TO IN

THE AFFIDAVIT

OF **GOH KE MIN KEVIN**

AFFIRMED / ~~SWORN~~ ON

THIS 7TH DAY OF JUNE 2021

IN SINGAPORE

BEFORE ME

A COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Chew Kiat Jinn
CO2021/0076
1 Apr 2021 - 31 Mar 2022
SINGAPORE

Dr Mohamed Mustafa Mahmoud Helmy
10 Jurong Lake Link
#15-39
Singapore 648131

BY EMAIL & CERTIFICATE OF POSTING ONLY

Attention: Dr Mohamed Mustafa Mahmoud Helmy

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	9 March 2021	1/3

Dear Sirs,

FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY

1. We act for Nanyang Technological University.

2. We are instructed that you were formerly employed by our clients as a Research Fellow between 7 April 2020 to 4 December 2020.

3. We are instructed that following the termination of your employment, you published or caused to be published baseless and unsupported allegations against our clients (the "**Publications**") to various third-parties in and outside of Singapore. These parties include:

   (a) the Prime Minister's Office on or around 14 December 2020

   (b) the International Human Frontier Science Program Organisation on or around 3 January 2021;

   (c) Individuals from the Ministry of Education and the National Research Foundation, on or around 11 January 2021;

   (d) Imperial College on or around 18 January 2021;

   (e) Karolinska Institutet on or around 20 January 2021;

   (f) Stanford University on or around 27 January 2021;

   (g) the Singapore Institutional Research Integrity Offices Network on or around 5 February 2021; and

   (h) University of California San Diego on or around 1 March 2021.

4. Among other things, you alleged in the Publications that:

   (a) there is widespread systemic corruption, large-scale research misconduct and unethical animal e perimentation perpetrated by our clients' faculty members and/or researchers;

   (b) our clients are highly likely to be colluding with the aforementioned faculty members and/or researchers in their misconduct;

(c) our clients did not investigate your allegations because our clients' faculty members and/or researchers involved had received a grant of S$19.4 million from the Ministry of Education to conduct research on dementia and Alzheimer's disease (the "**Research**"), but did not use the grant for the Research;

(d) our clients terminated your employment because you submitted a report on the above allegations; and

(e) our clients have since harassed you at your place of residence, and police reports have been lodged for alleged theft, cheating, mischief, forgery, extortion, spying and digital hacking.

5. The Publications are voluminous and run into hundreds of pages. However, the allegations against our clients are spurious and unsupported by evidence.

6. Notwithstanding, the Publications mean and/or are understood to mean that our clients are aware of, have countenanced, and have colluded in systemic breaches of research integrity and in ethical misconduct, including unethical animal testing. You have further insinuated that instead of investigating your allegations, our clients chose to terminate your employment and are now harassing you. You have also claimed that in doing so, our clients have acted corruptly.

7. The Publications are shocking and plainly defamatory. The Publications were intended to and did have the effect of lowering and causing injury to our clients' standing and reputation.

8. As a leading research and educational institute, our clients hold themselves up to the highest standards of research integrity and scientific propriety. Our clients treat any allegation of misconduct with the utmost seriousness.

9. In this regard, our clients have informed you in late 2020 and as recently as 18 February 2021 that our clients have conducted formal investigations on your allegations, and that no identifiable misconduct on the part of our clients and their faculty members and/or researchers named in the Publications had been found. otwithstanding our clients' notice to you to cease making further defamatory statements, you persisted in your campaign to injure our clients by publishing further defamatory allegations in an email to the University of California San Diego on 1 March 2021.

10. Accordingly, our clients consider that you caused the Publications to be published maliciously and/or you were reckless to the truth of the content in the Publications.

11. Further, it was foreseeable and/or the natural, ordinary and probable consequence of your conduct that the Publications will reach a wide audience. Indeed, we are instructed that the Publications have been circulated globally beyond the initial recipients.

12. In the circumstances, we are instructed to and do hereby demand on behalf of our clients that you shall provide a signed written undertaking to our clients **within seven (7) days** of the date of this letter in the form of the enclosed Acceptance letter stating that you agree to and will strictly comply with the following terms:

(a) you shall unconditionally and irrevocably retract all your allegations and defamatory remarks in the Publications;

(b) you shall immediately cease and desist from publishing and/or procuring the publication and/or making of any defamatory statements of or about our clients, their faculty members and/or researchers (whether by way of email, letters or any other electronic or physical modes of communication) regarding the subject matter of the Publications and you shall not procure any third parties or agent to do the same; and

(c) you shall take all reasonable and necessary steps to communicate in writing to all parties whom you have published the Publications to (including the parties listed in this letter) that the Publications are without basis, and that you unconditionally and irrevocably retract the Publications. You agree that you shall provide to our clients any and all records evidencing the retraction within seven (7) days of this letter.

13. If you do not provide the written undertaking and strictly comply with its terms **within seven (7) days** of the date of this letter, we have firm instructions to take such steps as may be necessary to protect our clients' interests.

14. All our clients' rights, including their rights to look to you for damages caused by the Publications, are reserved.

Yours faithfully,

Rajah & Tann

Wilson Zhu / Timothy Ang

T +65 6232 0490 / 6232 0417
F +65 6428 2175 / 6428 2033
E wilson.zhu@rajahtann.com / timothy.ang@rajahtann.com

cc. clients

ACCEPTANCE

Dr Mohamed Mustafa Mahmoud Helmy
10 Jurong Lake Link
#15-39
Singapore 648131

Dear Sirs,

I, **Dr Mohamed Mustafa Mahmoud Helmy** (Identification No.) refer to the statements that I published or caused to be published to various third parties about Nanyang Technological University ("**NTU**") and their faculty members and/or researchers starting from on or around December 2020 regarding allegations that NTU had, among other things, (a) been involved in systemic corruption, research misconduct and unethical animal testing; (b) that NTU was likely colluding in such misconduct; (c) that NTU had terminated my employment because I submitted a report on the alleged misconduct; and (d) that NTU had harassed me personally (the "**Publications**").

I hereby unconditionally accept, acknowledge and confirm that:

a) I unconditionally and irrevocably retract all my allegations and defamatory remarks in the Publications;

b) I shall immediately cease and desist from publishing and/or procuring the publication and/or making of any further defamatory statements of or about NTU and their faculty members and/or researchers (whether by way of email, letters or any other electronic or physical modes of communication) regarding the subject matter of the Publications and shall not procure any third parties or agent to do the same; and

c) I shall take all reasonable and necessary steps to communicate in writing to all parties whom I have published the Publications to (including all parties listed in Rajah & Tann Singapore LLP's letter dated 9 March 2021) that the Publications are without basis and that I unconditionally and irrevocably retract the Publications. I agree that I shall provide to NTU any and all records evidencing such retraction within seven (7) days of Rajah Tann Singapore LLP's said letter.

Yours faithfully

Dr Mohamed Mustafa Mahmoud Helmy
Date:

Dr Mohamed Mustafa Mahmoud Helmy
10 Jurong Lake Link
#15-39
Singapore 648131

BY EMAIL & CERTIFICATE OF POSTING ONLY

Attention: Dr Mohamed Mustafa Mahmoud Helmy

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	25 March 2021	1/2

Dear Sirs,

FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY

1. We refer to your email dated 18 March 2021 on the above. All capitalized terms herein shall bear the meaning set out in our letter dated 9 March 2021 (the "**Letter**").

2. Our clients note that you have not provided any substantive response to the matters in the Letter.

3. You have also not denied that our clients had previously informed you, on multiple occasions, that they have conducted inquiries into your allegations, and that our clients had found no identifiable misconduct on the part of our clients and the faculty members and/or researchers mentioned in your allegations. Simply put, there is no truth to the matters alleged in the Publications, and you are aware of it.

4. Despite the above and our clients' repeated requests, you have willfully refused to cease and desist from making such defamatory remarks about our clients. Instead, you responded by making further vindictive and spiteful claims against our clients in your 18 March 2021 email.

5. Unsurprisingly, these new claims in your e-mail are vague and completely unsupported by evidence. It therefore appears that you are insistent on continuing to spread falsehoods and plainly defamatory statements about our clients without any regard to truth, in order to sustain your malicious agenda to injure our clients. Indeed, subsequent to your 18 March 2021 e-mail, you published further defamatory statements about our clients to Harvard University on 23 March 2021.

6. It is regrettable that you have chosen this course of conduct. In view of the above, we are now instructed by our clients to give you a **FINAL DEMAND** for you to provide the signed written undertaking and agree to strictly comply with the terms in paragraph 12 of the Letter **by no later than 5pm on 1 April 2021**, failing which we have firm instructions to take appropriate legal action to preserve our clients' interests and reputation, in which event our clients will be seeking costs from you.

7. All our clients' rights, including their rights to look to you for damages caused by the Publications, are hereby reserved.

Yours faithfully,

Rajah & Tann

Wilson Zhu / Timothy Ang

T +65 6232 0490 / 6232 0417
F +65 6428 2175 / 6428 2033
E wilson.zhu@rajahtann.com / timothy.ang@rajahtann.com

cc. clients

Anna Oh

From: Mohamed Helmy <helmy.m@gmail.com>
Sent: Thursday, 18 March 2021 3:55 PM
To: Timothy Ang
Cc: Wilson Zhu; Anna Oh; Jonathan Yuen
Subject: Re: False and defamatory statements against NTU - R&T letter of 9 March 2021

Dear Mr. Ang,

I'm surprised anyone at Rajah and Tann is capable of producing such an unprofessional, inadequate, and offensive 'letter' as the one you and Mr. Zhu put together. That is why I cc-ed your colleague, Mr. Yuen, perhaps he may advise.

To give you, Mr. Ang and Mr. Zhu, the benefit of the doubt, I am going to assume you were acting under client instructions, a client who only understands violence and intimidation. However, this case is not comparable to the Wirecard scandal, the evidence is unambiguous.

In my frequent, prolonged, and sensitive attempts to pursue corrective action, the only message I received from NTU was a variant of 'fuck off and shut the fuck up'. I do not imagine NTU will change position. I'm sure you'll let me know if they do, like, sit and talk like adults.

My duty to Singapore and the academic community is to pursue corrective action.

I don't do fictional ultimatums, you may reply if and when you please. Others will do 'Publications' with which you and your client are familiar as well as novel ones when they please.

I remain,
Mohamed Helmy
MD, PhD

helmy.m@gmail.com
helmy.m@protonmail.com
+65 83 555 817
10 Jurong Lake Link, #15-39
Singapore 648131

On Tue, 9 Mar 2021 at 18:33, Timothy Ang <timothy.ang@rajahtann.com> wrote:

FALSE AND DEFAMATORY STATEMENTS AGAINST NANYANG TECHNOLOGICAL UNIVERSITY

Dear Sirs,

1. We attach herewith our letter of even date for your attention.

2. All our clients' rights are reserved.

Timothy Ang
Senior Associate

D +65 62320417
M +65 96838374
F +65 64282033

RAJAH & TANN SINGAPORE LLP
9 Straits View #06-07, Marina One West Tower, Singapore 018937

RAJAH & TANN ASIA
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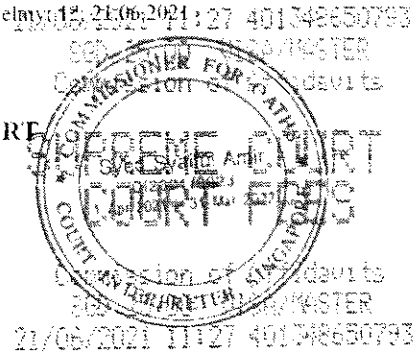
www.rajahtannasia.com

TAB 4

1

HC/SUM 2650/2021

Plaintiff in HC/S 413/2021; Mohamed Mustafa Mahmoud Helmy; 1st; 21/06/2021



IN THE GENERAL DIVISION OF THE HIGH COURT

OF THE REPUBLIC OF SINGAPORE

Case No: HC/S 413/2021

SubCase No: HC/SUM 2650/2021

Type of hearing: OS & Summons - O18/O33 r 2

Date/time of hearing: 14 July 2021 at 09:00 AM

Venue of Hearing: Chamber 2-6

Between

MOHAMED MUSTAFA MAHMOUD HELMY

(FIN No. G3363781R)

...Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY

(Singapore UEN No. 200604393R)

...Defendant

Monday 21 June 2021

AFFIDAVIT

Reply Affidavit by Mohamed Mustafa Mahmoud Helmy, Litigant-in-person, in the matter of SubCase No: HC/SUM 2650/202, Case No.: HC/S 413/2021

Monday 21 June 2021

I, Mohamed Mustafa Mahmoud Helmy (FIN. No. G3363781R), residing at 10 Jurong Lake Link, #15-39, Singapore 648131, do solemnly and sincerely affirm M. Helmy and say as follows:

1. I am Plaintiff and Litigant-in-person in Case No. HC/S 413/2021. I am filing this Reply Affidavit on directions I received from the Court on 18 June 2021 regarding the matter of SubCase No. HC/SUM 2650/2021.

2. This here Reply Affidavit contains only facts I have personal knowledge of, documents and audio-visual material in my possession, or statements of information or belief supported by the sources and grounds thereof.

3. The Defendant in Case No. HC/S 413/2021 is Nanyang Technological University, (Singapore UEN No. 200604393R), a Company Limited by Guarantee, registered address at 50 Nanyang Avenue, Singapore 639798. Nanyang Technological University are represented by Timothy Ang Wei Kiat and Zhu Ming-Ren Wilson at Rajah & Tann Singapore LLP (henceforth, 'Mr. Timothy Ang and Mr. Wilson Zhu' at 'Rajah & Tann'), registered address at 9 Straits View #06-07 Marina One West Tower Singapore 018937.

4. To the best of my knowledge, SUMMONS UNDER O18 R 19, Sub Case No. HC/SUM 2650/2021 is an application by Nanyang Technological University (henceforth, 'NTU'), represented by Rajah & Tann, for a Court order to strike out pleadings I made in Statement of the Claim supporting Writ of Summons HC/S 413/2021. This application by NTU was made to strike out my pleadings pursuant

to Order 18 Rules 19(1)(a), (b), and/or (d) of the Rules of Court, for costs to be paid by myself, and for further or other order(s) as the Honourable Court deems fit. The grounds of the application by NTU for an order to strike out my pleadings are in the 1st Affidavit of Goh Ke Min Kevin dated 7 June 2021 (henceforth, 'Affidavit by Goh' by 'Mr. Kevin Goh').

5. Evidence was selected, presented in the main text, and attached in the Affidavit by Goh to support the application including under Order 18 Rule 19(1)(a), or that my Statement of the Claim discloses no reasonable cause of action. This appears to breach Order 18 Rule 19(2), or the admissibility of evidence on an application under Order 18 Rule 19(1)(a).

6. To support the application made by NTU, the Affidavit by Goh is dependent upon:

   i. Material evidence selected, presented, and attached in the Affidavit;

   ii. Legal arguments which Mr. Kevin Goh was advised by others;

   iii. Legal arguments which were stated in authoritative and categorical terms;

   iv. Reference to 'relevant legal submissions' to be made by NTU solicitors and which were not included in the application;

   v. Numerous serious and harmful allegations against me, which I here assert were made without the possible existence of reliable evidence to support them, and which I deny.

7. Given points mentioned in paragraphs 3 and 4 above, interpretation of the Affidavit by Goh in the present context is not immediately clear to me. Importantly, the application by NTU aims that I should be deprived of the

opportunity to present and seek evidence in Court, while at the same time and in the same application, evidence was selected and attached in the Affidavit by Goh.

8. In the Affidavit by Goh, evidence is selected, presented, and attached in breach of Rules of Court probably to suggest that my claim to unlawful termination is factually and/or legally unsustainable. In addition, any and all possible remedy is incorrectly presumed in the Affidavit by Goh to be 'legally unsustainable'. In the paragraphs that follow, if it pleases the Court, I defend cause of action and sustainability of my claim.

9. It is stated in the Affidavit by Goh that my pleadings are vexatious and frivolous because NTU terminated my employment *with* salary in lieu of notice, as opposed to without. This is irrelevant to my claim of unlawful termination, and there is no basis on which my pleadings could be vexatious or frivolous.

10. To the best of my knowledge, the Affidavit by Goh makes no mention of why my Statement of the Claim is otherwise an abuse of the process of the Court, pursuant to Order 18 Rule 19(1)(d) as quoted in SUMMONS UNDER O18 R 19, Sub Case No. HC/SUM 2650/2021.

11. I deny anything written in the Affidavit by Goh and meant to negate or cast doubt on any statement I made to the Court, the Singapore Police Force, in my reports on misconduct at NTU, and on my website.

12. I object to the content in the Affidavit by Goh. In the paragraphs that follow, if it pleases the Court, I present grounds for my objection to the Affidavit by Goh.

Brief comment on the evidence discussed in this here Reply Affidavit by myself

13. As the Court is aware, I had initially submitted my pleadings to defend sustainability of claims and statements of fact I made thus far for HC/S 413/2021 against the application by NTU, HC/SUM 2650/2021, on Wednesday 16 June 2021.[1] I was directed by the Court to submit a Reply Affidavit on Friday 18 June 2021.

14. The Affidavit by Goh makes pleadings to support the application HC/SUM 2650/2021 to strike out HC/S 413/2021 pursuant to Order 18, Rules 19(1)(a), (b), *and/or* (d). There is either no material or no meaningful material in the Affidavit by Goh to strike out HC/S 413/2021 pursuant to Order 18, Rules 19(1)(b) and (d). Therefore, the issue I should substantially address here pertains mostly to Order 18, Rule 19(1)(a).

15. Evidence in the Affidavit by Goh is further discussed below. Briefly, it is not clear to me if evidence selected, presented, and attached in the Affidavit by Goh was meant to construe that claims and pleadings I made are factually unsustainable.

16. Legal sustainability of my claim was discussed in quite specific, if inaccurate or otherwise invalid, terms in the Affidavit by Goh.

17. I believe that:

i. That pleadings in the present issue of HC/SUM 2650/2021 are to contain statements of fact and that material evidence is inadmissible;

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[1] These were (referred to here by 'Document Name; Submission Reference Number' as quoted in *Submission Reply Slip* I received on acceptance for filing): (i) [WOSDEF] DEFENCE; FESGID20210616_095234YtS5ebIIi; and (ii) [WOSMPC13] MEMORANDUM OF APPEARANCE TO COUNTERCLAIM; FESGID20210616_094213nLhpnczw.

ii. The facts surrounding my claims are in dispute and that statements of fact I made in my Statement of the Claim for HC/S 413/2021 are plainly and obviously sustainable;

iii. Specific grounds for striking out pleadings made in the application HC/SUM 2650/2021 by NTU appear to be legal arguments. In other words, the application by NTU appears to be specifically concerned with legal sustainability of my claim;

iv. As Litigant-in-person, I should make legal arguments in this here Reply Affidavit by myself to counter those specifically made in the application HC/SUM 2650/2021 by NTU, endorsed in the Affidavit by Goh. In others words, I should defend the legal sustainability of my claim.

18. Evidence in this here Reply Affidavit by myself is further discussed below, notably in paragraphs ~~87~~ 86 88 to ~~89~~. If it pleases the Court, I wish to briefly explain why I submitted to the Court the documents I did on Wednesday 16 June, 2021. Without directions from the Court, I could not, on my own, submit pleadings to the Court in an Affidavit which should necessarily contain significant legal argumentation to defend my claims against the application made by NTU.

My personal knowledge of legal issues in the underlying case

19. I am an expert in matters pertaining to the ethics and conduct of rodent animal research. For example, I taught courses on research using rodents including animal experimentation European Union licencing courses, and was the responsible person at reputable laboratories and institutes to author, review, and/or submit ethics applications for experiments involving rodents, as well as successful grants amounting to millions of United States Dollars.

20. As a medical doctor and researcher with experience in animal experiments and human studies, as well as experience in research settings in several nations including Singapore, my expertise on the legal and ethical discharge of scientific research, and on the complexity of safeguarding the interests of parties in multiple jurisdictions and directly or indirectly involved in putatively legal and ethical production of knowledge, can be brought to bear on present issues such as of apparent illegal and unethical research activity at NTU.

21. My expertise in university pedagogy can be brought to bear on issues which the Court may deem relevant to the present proceedings, such as of apparent extremely unethical academic activity at NTU.

22. Since it was necessary and after receiving directions from the Court, legal arguments are made by myself here in this Reply Affidavit to address what appears to be underlying issues raised in the application by NTU to strike out my pleadings. The source and grounds thereof of legal arguments I make are stated.

23. I was employed as Research Fellow at NTU between the months April and December of 2020.

Concerning termination of employment and tort of extortion

24. *In the Affidavit by Goh:*

    i. Under "...BACKGROUND..." (emphasis removed, pages 2 to 4), Mr. Kevin Goh lists clauses in my employment contract which, to paraphrase and simplify, state that I must meet my duties ethically, and that the contract can be terminated by either party under set conditions;

    ii. Under "...TERMINATION OF EMPLOYMENT..." (emphasis removed, pages 4 to 8), Mr. Kevin Goh dismisses my report on

harassment and misconduct, in words similar to those used in previous dismissals sent to me. Mr. Kevin Goh then selected excerpts from my correspondence with his colleague, Ms. Shin Kay Chong, to construe that I had been absent from work, and selected evidence to attach in the Affidavit. Paragraphs 11 through to 21 in the Affidavit by Goh are concerned with my alleged absenteeism. Paragraph 21 states that the reason for termination was a clause in the contract stating that the contract can be terminated by either party under set conditions;

iii. Under "...CLAIMS ARE LEGALLY UNSUSTAINABLE, FRIVOLOUS AND/OR VEXATIOUS..." (emphasis removed, pages 8 to 21), Mr. Kevin Goh states "...the Plaintiff was wilfully absent from work...wilfully breached and repudiated the terms of his employment..."; that "...NTU exercised its contractual right of termination by paying one month's salary in lieu of notice (less applicable tax deductions)..." and also that "...NTU would have been fully entitled to terminate...had NTU not already given contractual notice of termination...".[2]

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[2] In the Affidavit by Goh paragraph 27, Mr. Kevin Goh is careful to point out "...one month's salary in lieu of notice *(less applicable tax deductions)*...(emphasis added, page 9). NTU apparently falsely claimed to IRAS that I was *provided* with accommodation: I paid a premium for temporary (*strictly* temporary) accommodation on NTU campus, which I had to beg for because I could not find any alternative during Circuit Breaker. In other words, tax deductions were *not* applicable.

25. Evidence selected for presentation and attached in the Affidavit by Goh and in breach of Rules of Court as well as arguments mentioned above were apparently to dispute cause for action including to the claim of unlawful termination. In my Statement of the Claim, facts surrounding unlawful termination are plainly and obviously sustainable. For example and to quote only 2 (two) examples, this includes falsified official documents and videos showing evidence of unethical experiments. The question to address here is legal sustainability of this claim.

26. I could not obey the orders given to me by my then-Reporting Officer, Rupshi Mitra (henceforth, 'RM'), since those orders were in violation of the Animals and Birds Act and policies thereunder. In addition, the official document defining the research I was to work under is falsified. In other words, termination is unlawful because orders I received during my employment and which I refused to obey are illegal.[3]

27. NTU has a duty to investigate claims of harassment and misconduct made by employees. Such investigations should always be serious and an additional concern is if the misconduct reported by the employee includes the use of certain genetically modified animals in work, and which may require additional safety measures that are reasonable and prudent to implement, but were not implemented as a result of NTU's failure to duly meet this duty to investigate. Many of the policies and guidelines for the work and for investigation of harassment and misconduct are put in place by NTU. In signing the employment contract, I

[3] For instance, *Morrish v Henlys (Folkstone) Ltd,* [1973] ICR 482.

subscribed to these policies, but NTU did not honour them. Termination is unlawful because NTU is in breach of duty.[4]

28. I was obliged to submit an official report of misconduct and harassment at NTU. I placed my trust and confidence in NTU Leadership, but NTU Leadership did not reciprocate. Termination is unlawful because NTU Staff apparently conducted themselves towards me in a manner calculated to destroy the confidence and trust I had in my then-Employer.[5] This includes making false accusations against me including absenteeism, failure to duly inquire into my complaint against harassment and misconduct, threatening me with retaliation, curtailment (effectively total) of my contractual obligations, and the withholding of information necessary to fulfil my functions. This information includes my staff access to NTU intranet, and information on an investigation into my reports on harassment and misconduct by RM.

29. NTU Staff also apparently worked together to remove me from my post, such as for example informing me that RM had not been duly informed of my report about a month after I had submitted it, and after I was threatened with retaliation. After termination, NTU Staff apparently worked together to withhold monies owed to me and to place in me the fear of being in an illegal position, which are the grounds for the tort of extortion described in my Statement of the Claim. NTU Staff therefore apparently coordinated actions to erode my trust and confidence. More

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[4] For instance, *China Construction (South Pacific) Development Co Pte Ltd v Shao Hai*, [2004] 2 SLR(R) 479 at [32].

[5] For instance, *Malik v Bank of Credit and Commerce International SA*, [1997] 3 WLR 95.

than one NTU Staff member took part in the acts and which included both lawful and unlawful means, the acts appeared to carry the intention of harming me, and I suffered as a consequence of those acts. Termination is unlawful because NTU committed extortion against me, and in the process of doing so are liable for conspiracy.[6]

30. In terminating my employment contract after I was obliged to report RM for misconduct, evidence of due inquiry by NTU is absent. In principal, any form of retaliation by the employer including termination is prohibited by NTU policy after an employee triggers an inquiry or investigation. Termination is unlawful because NTU has not shown evidence of due inquiry, and because termination followed my filing a complaint which included violation of laws and regulations.[7]

31. In short, cause of action in my Statement of the Claim includes illegality of work I was ordered to engage in during my employment, absence of due inquiry and retaliation against me including my extortion after I followed appropriate channels at NTU to address this illegal work, conspiracy, and breach of duty, confidence, and trust by NTU.

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[6] For instance, *Quah Kay Tee v Ong and Co Pte Ltd*, [1996] 3 SLR(R) 637 at [45].

[7] For instance, *Minister for Immigration and Ethnic Affairs v Teoh* (1995) 128 ALR 353 at 362.

Concerning remedy claimed

32. In the Affidavit by Goh, under "...CLAIMS ARE LEGALLY UNSUSTAINABLE, FRIVOLOUS AND/OR VEXATIOUS..." (emphasis removed, pages 8 to 12), paragraphs 25, 26, and 27 it is stated that Mr. Kevin Goh was "...advised that the Plaintiff's claim for reinstatement is legally unsustainable. It is trite law that there cannot be specific performance...I shall leave it to NTU's solicitor's to make the relevant legal submissions...I am also advised that a claim for...damages beyond the amount of salary payable for the contractual notice period, is legally unsustainable...". Relevant submissions from solicitors was subsequently left by Mr. Kevin Goh once more after a repeat of the argument regarding damages. In paragraph 35, it is stated that "...Accordingly, reinstatement cannot be an appropriate remedy at all...".

33. To the best of my knowledge, no relevant (legal) submissions were made by NTU solicitors.

34. It is not clear if arguments in the Affidavit by Goh aim to show that *reinstatement* is itself legally unsustainable by way of remedy, or if reinstatement claimed *in this instance* is legally unsustainable. It is also not clear if the author is entirely convinced that reinstatement, absolutely or in this instance, is indeed legally unsustainable: in contrast to paragraph 25 where the legal unsustainability of reinstatement is stated in unequivocal terms, paragraph 35 states that reinstatement would be merely inappropriate.

35. Is it appropriate for Mr. Kevin Goh to write in his Affidavit, submitted to the Court by way of pleading, that "...there cannot be specific performance of a contract of

employment..." and in thus assuming a discretion not at his disposal, make reference to "...trite law..."?

36. If we assume that Mr. Kevin Goh does *not* believe that reinstatement is legally unsustainable, that it is merely inappropriate in his perspective, then:

    i. It appears to have been irresponsible of him to claim that it *is* legally unsustainable;

    ii. Why did he claim that it *is* legally unsustainable based on advice he received, legal submissions not available, and an inappropriate legal argument regarding a matter at the Court's discretion?

    iii. Is the contention that reinstatement is inappropriate his alone, or his and others' in NTU Human Resources at the hands of which I apparently suffered harm?

37. The appropriateness of reinstatement as remedy is mentioned in my Statement of the Claim and is for the Court to decide.

38. Damages were assessed, suggested how to be calculated, and sealed in the Affidavit by Goh. This process was apparently based on the premise that it may not be in the Court's power to order "...damages beyond the amount of salary payable for the contractual notice period...". This premise is false.[8]

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[8] Mr. Kevin Goh was present during two Pre-Trial Conferences at the Employment Claims Tribunal. Remedy including damages were discussed. The reason why the Registrar recommended that I present my case in Civil Court is because the Employment Claims Tribunal may not order damages in excess of S$ 20 000 (twenty thousand Singaporean dollars). In other words, Mr. Kevin Goh's arguments in the Affidavit by Goh regarding damages appear very disingenuous to me.

39. Evidence selected, presented and attached as well as legal arguments in the Affidavit by Goh appear to suggest that what one may expect from employment at an institute such as NTU is actually very limited in scope. In addition to harm following unlawful termination and extortion, the Affidavit by Goh apparently does not consider harm following NTU's failure to meet what can be reasonably expected from a contract of employment such as under discussion.

40. If the *only* concern is damages due, why did NTU not make an application for a simplified trial or assessment of damages hearing?

41. By claiming that "...there cannot be specific performance of a contract of ~~law~~..." in the Affidavit by Goh, it appears to be implied that damages were deemed to have been inadequate as remedy. However, should this be the case, then there can be *no* damages within the "...amount of salary payable for the contractual notice period...", as also implied in the Affidavit by Goh. In other words, in the Affidavit by Goh, any argument for legal unsustainability of the remedy apparently rests on a specific performance which was considered to be impossible as well as possible, in the presence of damages which were deemed possible, as well as damages which were unconsidered and therefore implied to be impossible. It appears to me that the Affidavit by Goh attempts with poor form and substance, as well as factual inconsistencies, to allude to a case of 'hopeless proceedings' in my claim.[9]

[9] Such as, for example, in an action brought in respect of an act of state (*Chatterton v. Secretary of State, etc.* [1895] 2 QB 189) as opposed to a company limited by liability such as NTU

42. Before writing the Affidavit, did Mr. Kevin Goh thoroughly consider all remedy, mediation, and conciliation options at the Court's disposal?

43. To the best of my knowledge, the argument that remedy claimed is legally unsustainable as apparently presented in the Affidavit by Goh is not valid, not comprehensive, and not appropriate.

Allegations made in the Affidavit by Goh

44. In the Affidavit by Goh paragraph 10, points (a) and (b), a summary assessment of the evidence I had submitted in my reports to NTU on misconduct and bullying by RM is presented. I deny these assessments, they are false. Indeed, that these assessments are false is apparent even in parts of the evidence Mr. Kevin Goh selected for attachment in the Affidavit by Goh.

45. In the Affidavit by Goh, it is alleged that I was absent from work in paragraphs 11, 12, 18, 19, 20, and 29. I deny this allegation, I was never absent from work without leave. During mediation at the Tripartite Alliance for Dispute Management, Ministry of Manpower, I was required to present evidence that I was not absent from work, which I did. Mr. Kevin Goh was requested to present evidence of my absence from work and he failed to do so.

46. In paragraph 15 of the Affidavit by Goh, it is alleged that I had promised to meet with Ms. Shin Kay Chong at NTU on receiving the "...the outcome of its investigations...", after I had "...demanded..." the same, and that I had failed to do so. This is decontextualised and inaccurate. To further address this point requires considering the illegality of work I was being ordered to engage in.

47. With regards to statements made in paragraph 10 in the Affidavit by Goh, that in the course of investigation at NTU, "..meetings were conducted..." and so on. To

avoid doubt, I attended *only* two meetings as part of any investigation at NTU: one online meeting with Research Integrity Officer Roderick Wayland Bates only, and one meeting at NTU with Ms. Shin Kay Chong, Ms. Oh Seok Fen, and an intern whose name I could not spell in attendance only. That the content of these meetings was apparently extremely inadequate as part of an initial inquiry, and that instructions and threats I received during those meetings were in breach of NTU policy, is not reflected in the Affidavit by Goh. As to evidence of an inquiry or investigation as such, there is none.

48. In paragraph 30 in the Affidavit by Goh, it is alleged that I "...wilfully breached and repudiated the terms..." of my employment. I deny this allegation. I spared no effort to meet the terms of employment, including diligent adherence to Singapore law and policy, NTU procedure, and civil and academic norms. However, I did and do repudiate the letter of termination of my employment.

49. In paragraph 33 in the Affidavit by Goh, a brief description of police reports I lodged and which were not investigated is claimed to be "...vague and unspecified...". I use a similar description in a Conflict of Interest Declaration in a report published on my website as well as my Statement of the Claim because it is accurate and succinct. Statements of fact relevant to this description of police reports I lodged are included in my Statement of the Claim, and no relevant details are disclosed in the report I published on my website.

50. Also in paragraph 33, it goes on to say that "...This persecution has apparently extended to NParks illegally dismissing his reports on animal research, and Singapore Police Force officers allegedly shouting at him, and preventing him from reporting perceived crimes...". I never claimed to have been persecuted by

NParks; persecution is not the motivation for my lodging a police report against Animal & Veterinary Services (NParks) and I am not aware of any apparent reason why such persecution would be assumed and stated as if fact in the Affidavit by Goh.[10] That I was shouted at by a Singapore Police Investigating Officer and prohibited from lodging police reports are incidents documented at the Singapore Police Force, were reviewed by the Force after I complained, and I was informed by the Force of action taken regarding an incident of the latter.

51. In paragraph 34 in the Affidavit by Goh, it is stated that "...The Plaintiff's claims have ballooned dramatically...into an all-encompassing conspiracy theory on institutional misconduct perpetrated by almost all of Singapore's tertiary education institutions...".[11] I am not aware of any conspiracy theory, only that NTU Staff probably conspired to do me harm. Both in my reports and on my website, evidence of misconduct by researchers in particular institutes is presented. On my website in text generated for laypersons, possible collusion is discussed. There is decidedly no 'conspiracy theory' on my website, nor in any of

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[10] It is true that failure to regulate animal research activity at NTU by Animal & Veterinary Services has resulted and will probably continue to result in suffering by workers and students at NTU, and by animals at NTU animal facilities, as long as the *status quo* remains. However, holding Animal & Veterinary Services responsible for, arguably, a significant reason why Animal & Veterinary Services exists in the first place and is endowed with executive power, is not at all the same as accusing Animal & Veterinary Services of persecution.

[11] This is also inaccurate because *tertiary education institutions* in Singapore are numerous and many do not engage in biomedical research.

my reports. Of what purpose is such a patently false allegation against me made by Mr. Kevin Goh, and in rhetorical terms?

52. Also in paragraph 34, this alleged "...all-encompassing conspiracy theory..." is also extended to "...various branches of the Singapore government and enforced by the Singapore Police Force..." followed by reference to "...Copies of screenshots..." of my webpage selected for attachment in the Affidavit as evidence. I request Mr. Kevin Goh, Mr. Timothy Ang, and Mr. Wilson Zhu, to find a single reference on my website or in any of my reports to the effect that "...various branches of the Singapore government..." are engaged in conspiracy. I request them to produce evidence in which I state that a conspiracy is being enforced by the Singapore Police Force. Otherwise, how are they able to present this Affidavit by Goh to the Court if it contains falsities; falsities from the design and content of which malicious intent cannot be excluded?[12]

53. In text generated for laypersons on my website, I openly and only point to Animal & Veterinary Services as a body in Singapore party to misconduct at NTU, because it is impossible not to. I do not discuss others in Singapore. It appears that Mr. Kevin Goh, while making accusations against me which are harmful and false, also attempted to substantiate them, for example in several instances, by referring to the same body or institute as different, as if to prolong the list and so build a

[12] Mr. Timothy Ang and Mr. Wilson Zhu, representing NTU and should they continue to represent NTU, are mentioned here because, though the Affidavit by Goh was not affirmed by them, they may nevertheless have a duty to put the matter right at the earliest moment (for example, if it is deemed that Mr. Kevin Goh in making this Affidavit acted as solicitor for NTU, then please see for instance *Myers v. Elman* [1940] AC 282, HL).

case for his 'theory'.[13] If the contention here was that '*many* others were accused – but *no* others can be involved' then this is unrealistic: an example of the extent of 'others' putatively involved in institutional research misconduct, and investigational and correctional problems this entails, is discussed in the House of Commons Science and Technology Committee *Sixth Report of Session 2017-19*.[14] Importantly, I did not discuss putative involvement of others not materially related to the case in my Statement of the Claim.

54. In paragraphs 32, 33, and 34 of the Affidavit by Goh, it is suggested that I made false accusations against NTU and others. In paragraph 35, it is stated that I "...made several wildly defamatory statements against NTU...". Selected evidence is attached in the Affidavit, namely Letters of Demand from Rajah & Tann to myself. As with other instances of evidence selected for attachment in the Affidavit, inclusion of these Letters appears puzzling: I think that these Letters (as well as others not included in the Affidavit) were not honoured and repeatedly supports that there is *no* claim to defamation. In any case, I deny these allegations. I did not and would not make defamatory statements against anyone. I stand by every single statement I made to the Court, the Singapore Police Force, in my reports, and on my website.

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[13] A particular and surprising example of this is when Mr. Kevin Goh implies that Commercial Affairs Department is not part of the Singapore Police Force.

[14] Please see https://publications.parliament.uk/pa/cm201719/cmselect/cmsctech/350/350.pdf

Research and academic misconduct discussed on my website

55. My website is a communication *foremost* to the students of Singapore, to the international academic community, and to whom it may concern.

56. There are no 'grievances aired' against any institute including NTU on my website as claimed in the Affidavit by Goh in paragraph 32. As a communication to others, it is necessary to declare myself on the website and to include background and contextual information. Otherwise the author is irrelevant.

57. In the Affidavit by Goh, the following institutes are mentioned in paragraph 32, and, if it pleases the Court, I present statements of fact to support the mention of these particular institutes on my website, as present circumstances dictate, because they were selected for mentioning in the Affidavit by Goh:

    i. National Neuroscience Institute. I disclose to the Court in a confidential manner that I was informed in writing by an executive power in Singapore that the researcher at the National Neuroscience Institute whom I reported for misconduct is/was under investigation at the National Neuroscience Institute. Work by this researcher is also being thoroughly investigated, based on my report, and with continuing input from myself, at an institute abroad;[15]

    ii. National University of Singapore which includes Duke-NUS and which are listed as apparently separate in the Affidavit by Goh. The Affidavit by Goh mentions "...various researchers...", and I do not refer to

[15] I appreciate this opportunity to partake in an official investigation into research misconduct with colleagues at a reputable institute abroad.

researchers at that institute (nor another) anywhere on my website nor in my report as 'various'. I do not discuss any researcher at Imperial College London, as implied by the phrasing of paragraph 32 in the Affidavit by Goh. I do, however, discuss the work of researchers putatively affiliated with A*STAR as well as other institutes. This discussion is of evidence of misconduct by researchers in the Singapore Dementia Consortium;

iii. In collaboration with the Singapore Dementia Consortium, Max Planck Institutes, and Karolinska Institutet. I disclose to the Court in a confidential manner that Max Planck Institutes is under investigation by a judiciary body in Germany based on my report. That Karolinska Institutet is also beyond suspicion, as suggested in the Affidavit by Goh, is similarly unsophisticated.[16] In text on my website generated for laypersons, I mention these institutes because the Max Planck Gesellschaft or Ombudsman and Karolinska Institutet did not acknowledge reports I had sent to them to *alert* them of putative misconduct by collaborators, and because I am sufficiently progressed in investigating researchers at these institutes to suspect wrongdoing beyond reasonable doubt, *and* to declare this suspicion;

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[16] The case of Macchiarini at Karolinska Institutet suffered drawn-out investigations of misconduct amounting to criminal activity by a researcher at Karolinska, and of Karolinska's failure to act upon earlier reports on the same. These investigations are sad because patients lost lives placing their trust in an individual affiliated with Karolinska, and are disappointing because the community placed their trust in Karolinska to promptly and seriously investigate reports on misconduct.

iv. In addition to these two institutes, I also alerted collaborators of the Singapore Dementia Consortium at other institutes to putative misconduct. Some institutes replied to say the matter is receiving attention with no further disclosure, some institutes requested further analysis from me, some institutes investigated and informed me of action taken, some institutes are presently investigating. Any investigation or outcome thereof is secondary since, with three exceptions, I made no allegations against researchers at the institutes I am alerting. The critical point, explained in text on my website and which does not need explanation in this document, is that ethics and compliance offices and/or ombudsman at institutes of research and higher education are obliged to *acknowledge* receipt of a report on misconduct, regardless of content and any action which might or might not be taken.

Claim to strike out my pleadings pursuant to Order 18, Rules 19(b) 'and/or' (d)

58. In paragraph 30 in the Affidavit by Goh, it is claimed that, "...NTU has already placed the Plaintiff in a better position than if NTU had terminated for cause with no salary in lieu of notice..." and "...It is therefore clear beyond argument that the Plaintiff's action is frivolous and vexatious, and should be struck out...". The primary claim in HC/S 413/2021 is unlawful termination. No argument and no evidence was presented in the Affidavit by Goh to show that the claim of unlawful termination is frivolous and vexatious, let alone to the point where clarity is saturated and beyond argument.

59. As far as I know, there is no legal argument which could possibly and remotely be used to construe that, as claimed in the Affidavit by Goh, my action is frivolous and vexatious, or that any claim I made cannot be proven with solid basis.

60. I presented my case after discussion with the Registrar at the Employment Claims Tribunal and with Mr. Kevin Goh in attendance. Is Mr. Kevin Goh now suggesting that a Registrar of the Singapore Court would recommend action that is frivolous and vexatious?[17]

61. Paragraph 30 in the Affidavit by Goh, which does not present a case for frivolity and vexatiousness of the action, is followed by 5 paragraphs which discuss my website and make false allegations against me, discussed above, including that I am guilty of defamation and accusing 'various branches of the Singapore government' of involvement in conspiracies and so on. Though no mention of Order 18 Rules 19(1)(b) of the Rules of Court is made in these paragraphs, *had the content of these paragraphs in the Affidavit by Goh been true*, then surely there would have been ample grounds for striking out my pleading under this Rule. Indeed, the allegations against me made by Mr. Kevin Goh in these paragraphs and in hyperbole would have been the very essence of scandalous, *had they been true*. I wonder if the falsity of these allegations is associated with absence of mention of Order 18 Rules 19(1)(b) of the Rules of Court in these paragraphs. For example,

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[17] Indeed at that time, Mr. Kevin Goh argued persistently with the Registrar *not* to allow me any time to submit my case in Civil Court because, he insisted again and again, the Letter of Demand he had just then demanded I send him (prior to submitting the case in Civil Court) constitutes legal action and so would entail dual process with proceedings at the Employment Claims Tribunal.

was Mr. Kevin Goh attempting to construct an argument that just because my website states scandalous facts indicating dishonest and outrageous conduct by NTU, my pleadings *become* scandalous?[18]

62. I could find no content in the Affidavit by Goh to endorse striking out the action pursuant to Order 18 Rules 19(1)(d).

Comment on HC/SUM 2650/2021

63. There is no evidence to indicate that the 'investigation' of my report at NTU on bullying and misconduct by RM is not farcical. I believe this may constitute the basis of the application by NTU, SUMMONS UNDER O18 R 19, Sub Case No. HC/SUM 2650/2021 .

64. In addition to allegations made against me which are false as well as factual inconsistencies, other content in the Affidavit by Goh is also puzzling. For example:

i. In my Statement of the Claim, there is no mention of other institutes such as Karolinska and NUS, "...various branches of the Singapore government...", nor are any "...theories..." put forward as claimed in the Affidavit by Goh. How is the following statement in the Affidavit by Goh supported: "...In this affidavit, I will only address the assertions in the Plaintiff's Writ of Summons and Statement of Claim that may be germane to this striking out application..."?

ii. Legal arguments are made with and without mention of advice received, and constitute vital grounds in supporting the application. It is not clear if

[18] Such an argument is invalid, Brett L. J. in *Millington v. Loring* (1881) 6 QBD 190 at 196.

this advice was Mr. Kevin Goh's personal knowledge, or became so after the advice was received.

iii. In the Affidavit by Goh, paragraph 2, Mr. Kevin Goh writes that "...matters deposed..." in the Affidavit and based on his knowledge and documents in his possession are (to the best of his knowledge) true, and at the same time, that matters also 'deposed' and based on documents in the *Defendant's* possession are also (to the best of his knowledge) true. However, in paragraph 1, Mr. Kevin Goh writes that "...I am...the Defendant in this matter...".[19] Are we to process documents in Mr. Kevin Goh's possession or documents in the Defendant's possession, and when do we know which is which?[20]

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[19] At the same time, Mr. Kevin Goh defines himself as "...Plaintiff: Goh Min Kevin..." on page 1 of the Affidavit by Goh. I think this means that Mr. Kevin Goh is (qualified to speak on behalf of) Defendant in the Suit, who is Plaintiff in the action started by the application the Affidavit by Goh was filed in support of. I feel a qualification or clarification regarding Party Type in the Affidavit by Goh would not have been out of place, please see Footnote 20.

[20] I think that this confusion, namely that 'Defendant = Mr. Kevin Goh ≠ Defendant', may possibly have been of an erratic nature including one or more of the following: (i) a paragraph routinely included in affidavits filed by solicitors in support of, for example, applications, was pasted verbatim by Mr. Kevin Goh into the Affidavit by Goh. But Mr. Kevin Goh is not the solicitor/firm representing the Defendant – Rajah & Tann are. See also paragraph 79 below; (ii) Mr. Kevin Goh is here suggesting that there is knowledge not his and documents not in his possession as Defendant, but which might be otherwise in NTU's knowledge or in NTU's possession also as Defendant; and (iii) that the former reference to Defendant in paragraph 2 in the Affidavit by Goh

iv. 'Relevant legal submissions' vital to the grounds of the application are (presumably, since they were not made with the application) to be made by NTU solicitors. At the same time, the purpose of the application by NTU is to remove the possibility of further legal submissions.

v. The number of pages in one of my reports published on my website is mentioned *without presenting nor attaching in the Affidavit by Goh any material evidence from that report whatsoever.* As if, it appears, a factual dispute in the matter of putatively farcical investigation(s) at NTU might not exist, let alone detailed, chronicled, and published online. What is the purpose of quoting the number of pages in the Affidavit by Goh?[21]

vi. In paragraph twenty-four in the Affidavit by Goh, Mr. Kevin Goh states that my claim was 'difficult to follow', and that he therefore had to

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is in reference to himself and/or NTU as Defendant in HC/S 413/2021, while the latter reference is to myself as Defendant in HC/SUM 2605/2021, see Footnote 19.

[21] I believe this report of mine referred to in the Affidavit by Goh by the number of pages only concerns misconduct by *all of* the Singapore Dementia Consortium including Ajai Vyas, RM, collaborators, co-authors, and others directly implicated in misconduct as shown by evidence in the report. The Singapore Dementia Consortium was mentioned in my Statement of the Claim to indicate to the Court that the possibility that NTU is carrying on a corrupt business is worrying, and in this instance directly linked to individuals involved in my claim. Is Mr. Kevin Goh suggesting in the Affidavit by Goh that *all* the evidence of misconduct in the activity of *all* the members of the Singapore Dementia Consortium be considered in the present proceedings? In any case, as also mentioned in my Statement of the Claim, additional reports showing evidence of misconduct by leading and/or other figure(s) at NTU are pending.

'surmise' information - information which was stated in very few words in the Writ of Summons. Was Mr. Kevin Goh's complaint here not disingenuous? Why did Mr. Kevin Goh perceive it as his duty to furnish the Court with his assessment of my Statement of the Claim ("...sprawling and unfocused..."), descriptive comments as opposed to concrete rebuttals on statements of fact I made ("...vague and confusing..."), and assumptions on my motivation and character expressed in definitive terms ("...style himself as...")?

65. Content of the Affidavit by Goh which appears to be frankly presumptive and supercilious did not only concern my character, reports, Statement of the Claim, and NTU's declared innocence though with several 'even ifs' in the Affidavit by Goh. Indeed, in the Affidavit by Goh, law is apparently defined, disputes resolved with finality, specific performance circumscribed, and damages discharged. The Affidavit by Goh appears to have assumed justice without any need of a process for justice. I am, by now, accustomed to this form of communication, where 'NTU has spoken, it is so, there is no possibility for discussion'; however, I feel this is inappropriate in Court proceedings.

66. Though Mr. Kevin Goh more or less accuses me of hubris in the Affidavit by Goh, it is based on evidence selected, presented, and attached in breach of Rules of Court, allegations which are false, legal arguments he was advised and implicitly assumed to be absolute but which are inadequate, other legal arguments of unknown origin, 'relevant legal submissions from solicitors' to be presented we know not where and when, and remarks made from a superior position. I engender that:

i. NTU's application to strike out action is itself vexatious as well as oppressive;

ii. What is apparently scandalous and frivolous, or at least farcical, is NTU's claims to due inquiry;

iii. In presenting extensive but selectively chosen material evidence in the application attached in the Affidavit by Goh and against Rules of Court, definitive pronouncements of law, in not addressing key points in my pleading but rather making false accusations against me, as well as apparently derogatory allusions made in the Affidavit by Goh, NTU's application may be construed to prejudice, embarrass, or delay the fair trial of the action, as well as an abuse of the process of the Court;

iv. The application HC/SUM 2650/2021 by NTU is an attempt to deny my access to justice.

Putative inadmissibility of evidence relied upon in the Affidavit by Goh

67. Evidence selected, presented, and attached in the Affidavit by Goh to endorse striking out my pleadings pursuant to Order 18 Rule 19(1)(a) appears to be inadmissible according to Order 18 Rule 19(2).

68. As an application to strike out pleadings, HC/SUM 2650/2021 and the Affidavit by Goh may have a final determination on my rights and NTU's liabilities, namely their removal, and so I wonder if evidence on information or belief for the

purpose of a final determination of my rights and NTU's liabilities is not *prima facie* inadmissible.[22]

69. I believe affidavit evidence such as under Order 18, Rules 19 *may only contain facts which are within the deponent's personal knowledge to prove.*[23] In other words, evidence in the Affidavit by Goh appears inadmissible.

58 61 M. Helmy 10/N.

70. As discussed in paragraphs ~~59~~ to ~~63~~ above, the argument in the Affidavit by Goh that my pleadings are frivolous and vexatious is apparently without meaning. No reference is made in the Affidavit by Goh to the effect that my pleadings might otherwise be an abuse of the of the process of Court. In light of the finding that the only apparent ground on which the application by NTU, HC/SUM 2650/2021, was made is that my pleading discloses no reasonable cause of action, it is odd that the majority or vast majority of evidence included in the Affidavit by Goh is on that ground. I object to the Affidavit by Goh because evidence included in the Affidavit by Goh to support the application by NTU is apparently inadmissible.[24]

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[22] *HSBC Trustee (Singapore) Ltd v. Lucky Realty Co Pte Ltd* [2015] 3 SLR 885 at [91].

[23] *Beijing Sinozonto Mining Investment Co Ltd v. Goldray Consortium (Singapore) Pte Ltd* [2014] 1 SLR 814 at [50] to [51].

[24] To the best of my knowledge, whether the only relevant and meaningful ground on which the application by NTU was made is that my pleading discloses no cause of action, *or* whether the application by NTU was meant to imply in some way or other that the action is unlikely to succeed (for example regarding remedy claimed as discussed above), no evidence is admissible but was included in the Affidavit by Goh. For instance regarding the former, para (2), *Att-Gen of Duchy of Lancaster v. L. & N. W. Ry.* [1892] 3 Ch 278, *Republic of Peru v. Peruvian Guano Co* (1887) 36

Objection to content of the Affidavit by Goh

71. I object to the content of the Affidavit by Goh. The grounds for my objection to the Affidavit by Goh are discussed below.

72. In addition to what appears to be inadmissible evidence selected, presented, and attached in the Affidavit by Goh, false accusations and allegations against me, as well as factual inconsistencies, Mr. Kevin Goh either does not attempt to distinguish and/or makes apparently poor attempts to distinguish in the body of the Affidavit by Goh which information was within his personal knowledge, and the information which was not rendered that evidence. Indeed, we cannot know in whose personal knowledge the information and possession of documents is at all – the Defendant who might or might not be Mr. Kevin Goh himself (please see paragraph 64(iii) above) – or, for that matter, if such documents exist at all – as in the 'relevant (legal) submissions by solicitors' mentioned several times to support critical arguments in the Affidavit by Goh, and are nowhere to be found. The source of some information and belief directly related to my claim is therefore unknown and/or cannot be known in the Affidavit by Goh.

73. I noted in this here my Reply Affidavit several instances in the Affidavit by Goh where statements made by Mr. Kevin Goh should have been, apparently and quite easily I believe, falsifiable by Mr. Kevin Goh himself.

74. Information and belief in the Affidavit by Goh discussed above and which is falsifiable, false, inaccurate, misleading, or simply non-existent in the Affidavit

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ChD 489 at 498; and *Noor Jahan bte Abdul Wahab v. Md Yusoff bin Amanshah & Anor* [1994] 1 MLJ 156. For instance regarding the latter, *Wenlock v. Moloney* [1965] 1 WLR 1238.

by Goh and/or cannot exist outside it, as well as sources and grounds thereof of information and belief absent in the Affidavit by Goh, concerns matters directly significant to my case.

75. I object to the content of the Affidavit by Goh because as an affidavit of information or belief it does not state the source of information, and omits relevant grounds on which the application HC/SUM 2650/2021 to strike out pleadings were made.[25]

76. It is not possible to identify which evidence was within the deponent's knowledge, and when it was not, to identify clearly Mr. Kevin Goh's sources of information, and grounds for the beliefs he deposes to.[26]

77. As discussed above, the Affidavit it by Goh, does not appear to clearly discuss putative legal unsustainability of my claims with regards to unlawful termination and the remedy claimed (as opposed to precisely specifying the complaint of the application in these issues). The application by NTU, HC/SUM 2650/2021, including the Affidavit by Goh, also does not clearly specify the grounds mentioned in Order 18, Rules 19 pertaining to a putative legal unsustainability of

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[25] For instance, *Dynacast (S.) Pte Ltd v. Lim Meng Siang* [1989] 3 MLJ 456. See also *Re J. L. Young Manufacturing Co.* [1900] 2 Ch. 753, CA (Eng); *Pacific Assets Management Ltd. v. Chen Lip Keong* [2006] 1 SLR(R) 658 at 665; and *Wong Yit Shing v. Sim Teow Gok & Co. (sued as a firm)* [1994] 2 SLR(R) 713.

[26] *HSBC Trustee (Singapore) Ltd v. Lucky Realty Co Pte Ltd* [2015] 3 SLR 885 at [90].

my claims to unlawful termination and the remedy claimed.[27] I object to the content in the Affidavit by Goh supporting the application by NTU because the specific complaint against my primary claims and relevant specific grounds of the Order on which the application was made are factually inconsistent, absent, or irrelevant.[28]

78. I believe the only apparently and potentially contentious issue raised by HC/SUM 2650/2021 is legal sustainability of my claim, and which I hope, may it please the Court, I argued for here in my Reply Affidavit. I am wondering if it was appropriate for Mr. Kevin Goh, Mr. Timothy Ang, and Mr. Wilson Zhu, to apparently 'put legal arguments into the mouth of the deponent', among the 3 (three) names just mentioned, not best qualified to advance them.[29]

79. I wonder if a claim that pleadings in the Affidavit by Goh supports a striking out application based on grounds other than that my pleading disclosed no reasonable cause of action could be sustainable.[30]

80. Due to internal inconsistencies and other irregularities in the Affidavit by Goh, the application by NTU, HC/SUM 2650/2021 does *not* apparently aim to show

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[27] I do not believe content of HC/SUM 2650/2021 filed by NTU (represented by Rajah & Tann) on 8 June 2021 raise clearly the points at issue (*Punton v. Ministry of Pensions and National Insurance* [1963] 1 WLR 186 at 192).

[28] For example, *Williamson v. London, etc.* (1879) 12 ChD 787 at 790, applied in *Dr Leela Ratos & Ors v. Anthony Ratos s/o Domingos Ratos & Ors* [1996] 3 MLJ 167.

[29] *Singapore Civil Procedure 2020 Volume I*, page 286; 41/5/1, eds Lee Ming Chua and Paul Quan. Singapore: Sweet & Maxwell/Thomson Reuters, 2019.

[30] *Yusen Air & Sea Service (S) Pte Ltd v. K.L.M. Royal Dutch Airlines* [1999] 2 SLR(R) 955.

that my pleadings must be impossible.[31] Indeed, the application by NTU including the Affidavit by Goh appear to suggest that, contrary to Court Rules, the order to strike out pleadings *might* be exercised by a minute examination of the documents and facts of the case, presented and attached in the Affidavit by Goh in *selective* abundance.[32]

81. Furthermore, in the Letter from Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann to The Registry dated 17 June 2021, Sender's Ref WZR/TWK/ 292401/65 appears to argue that:

i. An urgent Pre-Trial Conference be held for directions on the conduct of *HC/SUM 2650/2021*. A putative urgency is not explained in this Letter, and indeed cannot be since a date proposed by Mr. Timothy Ang for a putative Pre-Trial Conference on the conduct of HC/SUM 2650/2021 includes the date appointed by the Court for a Hearing of the same.

ii. At the same time, it was stated that it was unclear if I intend to "...rely on and/or adduce *evidence* for the *hearing*..." of HC/SUM 2650/2021 (emphasis added, paragraph 5 in the Letter from Rajah and Tann to The Registry dated 17 June 2021).[33]

iii. Are Mr. Timothy Ang and Mr. Wilson Zhu not aware that any (admissible) *evidence* as such in the Affidavit by Goh consists of legal arguments that are apparently not valid, not comprehensive, and/or not

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[31] For instance, *Ha Francesca v. Tsai Kut Kan (No. 1)* [1982] HKC 328.

[32] For instance, *Wenlock v. Moloney* [1965] 1 WLR 1238.

[33] Was a substantive right to file supporting affidavits which adduce evidence assumed in the application by NTU (represented by Rajah & Tann) in HC/SUM 2650/2021? Based on what?

appropriate? Or was the implication here that said *evidence* refers to allegations in the Affidavit by Goh regarding the factual sustainability of my pleadings, and which appears to be inadmissible?

82. Given the points mentioned in paragraphs ~~81~~ 80 and ~~82~~ 81 above, I wonder if the application HC/SUM 2650/2021 by NTU, supported by the Affidavit by Goh, is not an attempt at a re-focusing of the underlying issues. It appears to me that the HC/SUM 2650/2021 was an application by NTU for trial without (further) pleadings – but a trial of what?[34] *No evidence whatsoever* was presented in the Affidavit by Goh to show that any investigation of my report at NTU was not farcical. In other words, I wonder if the application by NTU is not a continuation of what appears to be a consistent justification for actions taken by NTU against me *since I filed the report on misconduct and harassment by RM at NTU*, and which caused me harm and suffering, namely: to 'make the report and its author disappear from Singapore now'. I object to content in the Affidavit by Goh and as supporting an application by NTU to strike out pleadings since I believe there are reasons to suspect collateral purpose, as well as abuse of the process of Court to oppress me, and prejudice, embarrass, or delay the fair trial of the action.

83. In paragraphs above, I discuss why the Affidavit by Goh, apparently based on patently false as well as misleading statements, appears to attempt to build and

[34] I hesitantly put forward the following: It appears to me that in this Letter, Mr. Timothy Ang both denies a possibility that HC/SUM 2650/2021 could possibly proceed as though it had been commenced by way of writ, and at the same time, appears to assume that that it will.

inflate the following case against me: that I am more or less engaging in the hubris of a more or less disgruntled employee.

84. I object to content in the Affidavit by Goh because it appears to present dishonest claims, supported with untruthful evidence.[35] A purpose to discredit me cannot be ruled out given content in the Affidavit by Goh.[36] In addition to being false, allegations made against me in the Affidavit by Goh by way of pleadings are irrelevant, oppressive, not material to the relief prayed, and therefore appear to be scandalous.[37]

85. Mr. Kevin Goh did not made a single valid statement, in the Affidavit by Goh nor anywhere else, to show that he knows any facts whatsoever to support an investigation into scientific research misconduct at NTU; an investigation which has consistently appeared to be farcical. I object to content in the Affidavit by Goh because, as it relates to the primary claim in HC/S 413/2021, the Affidavit by Goh is groundless and unfounded.[38]

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[35] For instance, *Metall & Rohstoff A.G. v. Donaldson Lufkin & Jenette Inc* [1990] 1 QB 391.

[36] For example, *Lonrho v. Fayed (No. 2)* [1992] 1 WLR 1.

[37] *Per* Selborne L. C. in *Christie v. Christie* (1873) LR 8 ChApp 499 at 503; see also for instance *Blake v. Albion Assurance Society* (1876) 45 LJCP 663; *Savings & Investment Bank Ltd v. Gasco Investments (Netherlands) BV* [1984] 1 WLR 271; [1984] 1 All ER 296; and *Wong Yit Shing v. Sim Teow Gok & Co (sued as a firm)* [1994] 2 SLR(R) 713.

[38] For instance, *Steamship Mutual Underwriting Association Ltd v. Trollope and Colls (City) Ltd* (1986) 33 BuildLR 77, CA (Eng); cited in *Ng Kian Chong v. Saw Seng Kee* [1994] 3 MLJ 691.

Evidence relied upon in this here Reply Affidavit by myself

86. I stand ready to submit to the Court documentary evidence supporting every claim and statement of fact I made.

87. The Affidavit by Goh and other documents purporting to be filed in, or issued out of, the Supreme Court are referred to here without further proof.

88. I understand that statements of fact made regarding events which had occurred, for example, during mediation at the Tripartite Alliance for Dispute Management, Ministry of Manpower, may not be admissible as evidence to support my claims as stated in the Writ, and such evidence is probably not required for that purpose. Such evidence is included here where it pertains to the matter of the application by NTU, HC/SUM 2650/2021.

Summary

89. In contradiction to Order 18 Rule 19(2) of Rules of Court, evidence was submitted in the application HC/SUM 2650/2021 under Order 18 Rule 19(1)(a).

90. No substance was found in the application HC/SUM 2650/2021 supporting pretext under Order 18 Rule 19(b) and (d). Indeed, the application HC/SUM 2650/2021 itself can be construed to be vexatious and otherwise an abuse of the process of the Court.

91. Unsubstantiated and irrelevant statements and accusations, contradictions, and irregularities in pleadings made for HC/SUM 2650/2021 raise the question of whether NTU's application is an attempt to conceal a putatively farcical investigation at NTU and deprive me of access to justice.

92. Cause of action in the suit HC/S 413/2021 includes illegality of work I was ordered to engage in during my employment, absence of due inquiry and

retaliation against me including extortion after I followed appropriate channels at NTU to address this illegal work, conspiracy, and breach of duty, confidence, and trust by NTU.

93. I object to the content of the Affidavit by Goh.

94. I humbly pray that the course of justice is permitted.

Mohamed Mustafa Mahmoud Helmy

(FIN No. G3363781R)

Self-employed researcher, MD, PhD

10 Jurong Lake Link, #15-39, Singapore 648131

Litigant-in-person

Affirmed by the abovementioned)
Mohamed Mustafa Mahmoud Helmy) M. Helmy
In The Supreme Court, Singapore)
On the 21st day of June, 2021)

Before me

COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Syed Syaiful Amir
C1202106023
1 Apr 2021 – 31 Mar 2022
SUPT. INTERPRETER, SINGAPORE

TAB 5

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 2991/2021
Filed: 28-June-2021 11:50 AM
Hearing Date : 14-July-2021
Hearing Time : 9:00 AM
Hearing Type : OS & Summons - General
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

SUMMONS FOR STRIKING OUT AFFIDAVIT

To: Solicitor(s) for the Defendant(s)
RAJAH & TANN SINGAPORE LLP
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Singapore 018937
Tel No.: 65353600
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Email: info@rajahtann.com
File Ref No.: WZR/TWK/292401/65
Solicitor in charge: 1. TIMOTHY ANG WEI KIAT (HONG WEIJIE),
2. ZHU MING-REN WILSON

Let all parties concerned attend before the Court on the date and time to be assigned for a hearing of an application by the Plaintiff for the following order(s):

1. For the affidavit 'Plaintiff: Goh Ke Min Kevin: 1st : 07.06.2021' supporting the Application HC/SUM 3650/2021 by the Defendant to be wholly struck our pursuant to Order 41, Rule 6 of the Rules of Court.
2. As the Honourable Court deems just.

The grounds of the application are:

1. Scandalous and oppresive nature of the 1st Affidavit by Kevin Goh and the Application by the Defendant.
2. Abuse of the process of Court by the Defendant.
3. In the 1st and 2nd Affidavit by the Plaintiff dated 22 June & 28 June 2021 respectively.

Issued by :

Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Tel No.:
Mob No.: 83555817
Fax No.:
Email: helmy.m@protonmail.com
File Ref No.:

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

TAB 6

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 3000/2021
Filed: 28-June-2021 11:26 AM
Hearing Date : 14-July-2021
Hearing Time : 9:00 AM
Hearing Type : OS & Summons - General
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

SUMMONS FOR JUDGEMENT UNDER ORDER 19

To: Solicitor(s) for the Defendant(s)
RAJAH & TANN SINGAPORE LLP
9 Straits View #06-07 Marina One West Tower
Singapore 018937
Tel No.: 65353600
Fax No.: 62259630
Email: info@rajahtann.com
File Ref No.: WZR/TWK/292401/65
Solicitor in charge: 1. TIMOTHY ANG WEI KIAT (HONG WEIJIE),
2. ZHU MING-REN WILSON

Let all parties concerned attend before the Court on the date and time to be assigned for a hearing of an application by the Plaintiff for the following order(s):

1. Assessment of damages to be awarded to the Plaintiff for unlawful termination and the tort of extortion by the Defendant, pursuant to Order 19, Rule 7(1) of the Rules of Court.
2. Costs of proceedings in this Suit to be awarded to the Plaintiff by the Defendant.
3. As the Honourable Court deems just.

The grounds of the application are:

1. Default of pleadings by the Defendant.
2. Abuse of the process of Court by the Defendant.
3. In the 2nd Affidavit by the Plaintiff.

Issued by :

Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Tel No.:
Mob No.: 83555817
Fax No.:
Email: helmy.m@protonmail.com
File Ref No.:

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE

HC/S 413/2021

Plaintiff, Mohamed Mustafa Mahmoud Helmy, 2nd Defendant

IN THE GENERAL DIVISION OF THE HIGH COURT

OF THE REPUBLIC OF SINGAPORE

Case No: HC/S 413/2021 (Pre-Trial Conference: 29 July 2021)

SubCase No: HC/SUM 2650/2021 (Date of hearing: 14 July 2021)

Between

MOHAMED MUSTAFA MAHMOUD HELMY

(FIN No. G3363781R)

...Plaintiff

And

NANYANG TECHNOLOGICAL UNIVERSITY

(Singapore UEN No. 200604393R)

...Defendant

Monday 28 June 2021

AFFIDAVIT

Supporting Affidavit by Mohamed Mustafa Mahmoud Helmy, Litigant-in-person, in the matter of Case No.: HC/S 413/2021 and other matters

I, Mohamed Mustafa Mahmoud Helmy (FIN. No. G3363781R), residing at 10 Jurong Lake Link, #15-39, Singapore 648131, do solemnly and sincerely affirm and say as follows:

1 I am Plaintiff and Litigant-in-person in Case No. HC/S 413/2021.

2 The Defendant in Case No. HC/S 413/2021 is Nanyang Technological University, (Singapore UEN No. 200604393R), a Company Limited by Guarantee, registered address at 50 Nanyang Avenue, Singapore 639798. Nanyang Technological University are represented by Timothy Ang Wei Kiat (henceforth 'Mr. Timothy Ang') and Zhu Ming-Ren Wilson at Rajah & Tann Singapore LLP (henceforth, 'Rajah & Tann'), registered address at 9 Straits View #06-07 Marina One West Tower Singapore 018937.

3 This here Supporting Affidavit contains only facts I have personal knowledge of, facts in documents purporting to be filed in or issued out of the Supreme Court, documents attached here, or statements of information or belief supported by the sources and grounds thereof.

Timeline of events and Supreme Court documents

4 In the Supreme Court, on Wednesday 5 May 2021 I filed [WSOS] WRIT OF SUMMONS, Submission Reference Number FESGID20210505_151122kRaNBqeK, Case Number HC/S 413/2021 (henceforth, my 'Writ').

5 On Friday 7 May 2021 my Writ of Summons was served unto NTU, and on Wednesday 12 May 2021 I filed [WOSMOS6] MEMORANDUM OF SERVICE, Submission Reference Number FESGID20210512_135713YDSOC9eQ.

6 On Friday 14 May 2021 I received MEMORANDUM OF APPEARANCE - FE20210514_100120eWkj6fvz from Mr. Timothy Ang.

7 On Tuesday 25 May 2021 I filed [WOSSOC] STATEMENT OF CLAIM, Submission Reference Number FESGID20210525_075435OvfWPZte (henceforth, my 'Statement of the Claim')

8 On Tuesday 8 June 2021 I received 2 (two) emails from Mr. Timothy Ang shown in exhibit ANG-1, with 2 (two) documents attached which purport to constitute an application filed in the Supreme Court (here in the Affidavit these two documents collectively are henceforth, 'HC/SUM 2650/2021):

(a) SUMMONS UNDER O 18 R 19 shown in exhibit ANG-2, Sub Case No. HC/SUM 2650/2021 (henceforth, 'SUMMONS UNDER O 18 R 19').

(b) The following affidavit: Plaintiff: Goh Ke Min Kevin: 1st: 07.06.2021 (henceforth, 'the Affidavit by Goh').

9 On Wednesday June 16 2021 I filed [WOSDEF] DEFENCE, Submission Reference Number FESGID20210616_095234YtS5ebHi and [WOSMPC13] MEMORANDUM OF APPEARANCE TO COUNTERCLAIM, Submission Reference Number FESGID20210616_094213Lhpnczw.

10 The following documents were exchanged between the Court, Mr. Timothy Ang, and myself between Wednesday 16 and Friday 18 June 2021:

(a) From the Court to myself an email on Wednesday 16 June 2021 at 1:17 PM with attached VIDEO CONFERENCING NOTICE signed by Ms. Sherelyn Khoo (henceforth, 'Registrar's Conferencing Notice dated 16 June').

(b) From Mr. Timothy Ang to myself an email on Wednesday 16 June 2021 at 6:15 PM to which I replied on Thursday 17 June 2021 at 11:33AM.

(c) From Mr. Timothy Ang to myself an email on Thursday 17 June 2021 at 10.39 PM with attached a letter he had sent to the Court, Sender's Ref WZR/TWK/292401/65.

(d) From the Court to myself an email on Friday 18 June 2021 at 8:24 AM with attached REGISTRAR'S NOTICE – HEARING DATE REFIXED signed by Ms. Irene Ng (henceforth, the 'Registrar's Notice dated 18 June').

(e) From Mr. Timothy Ang to myself an email on Friday 18 June 2021 at 11:47 AM with the Registrar's Notice dated 18 June attached.

11 On Tuesday 22nd June 2021 I filed the affidavit Plaintiff in HC/S 413/2021; Mohamed Mustafa Mahmoud Helmy; 1st; 21.06.2021, LAWNET SERVICE BUREAU (SUPREME COURT) slip number P4899 (I have yet to collect, my apologies; henceforth, the '1st Affidavit by myself').

Concern regarding HC/SUM 2650/2021

12 In the 1st Affidavit by myself, may it please the Court, I argue why an action to strike out my Statement of the Claim is not sustainable. In the 1st Affidavit by myself, led (or misled) by reference to O. 18. r. 19 in HC/SUM 2650/2021, I consistently thought of and discussed the Affidavit by Goh as a 'pleading', and the SUMMONS UNDER O 18 R 19 as an 'originating summons'. At the same time, I was confused by the urgent correspondence from Mr. Timothy Ang over Wednesday 16 and Friday 18 June, as well as content in the Affidavit by Goh. It appeared to me that what was happening was a 're-

focusing of the underlying issues', a trial of something undisclosed, as I discuss in the 1st Affidavit by myself. I wondered if a substantive right was claimed by NTU and Rajah & Tann to adduce evidence in the supporting affidavit (as a pleading), and if Mr. Timothy Ang might have been assuming HC/SUM 2650/2021 would proceed as though commenced by writ (as an originating summons).

13 At the time of writing the 1st Affidavit by myself, I wondered: Why am I deprived of the right to pleadings from NTU, defence or defence and counterclaim as the case might have been, within the time period stated in Court Rules? Does an application from NTU, issued by Rajah & Tann, to 'hold the timelines for NTU to file its Defence in abeyance' act as a Court Order?

14 The fact that I felt confused and oppressed is shown in that I submitted to the Court a 'Defence' and 'Memorandum of Appearance to Counterclaim'. As I outline above, this was followed by a flurry of correspondence, with unusual urgency. Most of all I wanted to know: how does Mr. Timothy Ang intend to solicit a trial *of an application*, namely HC/SUM 2650/2021? Summons or not, it is a process *in* a trial, namely HC/S 413/2021, is it not?

Apparent irregularity of type of hearing for HC/SUM 2650/2021

15 In the Registrar's Notice dated 18 June, under *Type of Hearing*, it states: "...OS & Summons - O18/O33 r 2". In SUMMONS UNDER O 18 R 19, under *Hearing Type*, it is stated: "OS & Summons – General". In Registrar's Conferencing Notice dated 16 June, a type of Hearing is not otherwise specified.

16 Why does the Registrar's Notice dated 18 June *not* state the Rules of Court for the Hearing under Order 18, but *does* state Rules of Court for the Hearing under Order 33, despite the fact that SUMMONS UNDER O 18 R 19 specifies O. 18, r. 19, and makes no mention of any Rules of Court under O. 33? SUMMONS UNDER O 18 R 19 makes no mention of O. 33, r. 22, nor does the Affidavit by Goh.

The undisclosed and oppressive nature of HC/SUM 2650/2021

17 I am making the present application to the court for default judgement now and not earlier because I had to 'reverse engineer' what may have happened since I filed my Writ of Summons, HC/S 413/2021. That said, I knew at the time of writing of the 1st Affidavit by myself that there appeared to be an attempt to deny my access to justice, as I stated therein, I just did not know how this denial was being attempted by the Defendant.

18 I believe the reasons why HC/SUM 2650/2021 is irregular and an abuse of Court process are notable, and 'How I worked out that HC/SUM 2640/2021 is an abuse of Court process' is in paragraphs 65 - 70 at the end of this affidavit. To begin, may it please the Court, I will state what I believe is most pertinent to my case, and later present the abuse of the forms of Court by the Defendant which I had to work out, but are, of course, immediately recognized by Justice.

19 If the Defendant had been attempting to construe that, for example, I was absent from work, that there was no bullying into research misconduct, and termination of employment had nothing to do with misconduct (*i.e.* factual sustainability of my claim), such facts should have been identified, without evidence, in a Defence.[1] If the Defendant

[1] *Williams v. Wilcox*, (1883) 8 A & E 314, 331.

had been attempting to construe that there was a contractual or other legal element on which my Statement of the Claim may be struck out (*i.e.* legal sustainability), then facts should have been set out in a Defence in such a way that would justify the same.[2] If the Defendant wished to construe arguments of mixed law and fact, those should also have been made in a Defence.[3]

20 If the Defendant had wished to determine an issue or question arising, then the Defendant should have made a Defence and, at the appropriate time, filed a summons for directions, for example pursuant to Order 14 of the Rules of Court. Similarly, other Court proceedings follow through and are based on pleadings made because the pleadings state the legal elements upon which a trial may or may not proceed.[4]

21 If the Defendant had wished to strike out my Statement of the Claim under O. 18, r. 19, then I believe there are several (perhaps debatable) avenues. If my Statement of the Claim was a ludicrous as the Defendant boisterously claimed, then it would probably have been sufficient to make pleadings as outlined above and rest at that – that there is no cause for trial would have become apparent. Alternatively, the Defendant may have made an application to strike out after pleadings are deemed closed. Instead of making any

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[2] *Seagate Technology International v. Changi International Airport Services Pte Ltd,* [1996] 3 SLR(R) 345, [28].

[3] *Banner Investments Pte Ltd v. Hoe Seng Metal Fabrication & Engineers (S) Pte Ltd,* [1996] 3 SLR (R) 244, [14]-[16].

[4] *SCT Technologies Pte Ltd v. Western Cooper Ltd,* [2015] SGHC 135, [13], citing *Cooperatieve Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank International), Singapore Branch v. Motorola Electronics Pte Ltd,* [2011] 2 SLR 63, [31].

pleadings, which I now understand is the basis on which the trial will unfold, the Defendant made an *irregular* application to strike out under O. 18, r. 22 but in an abuse of Court process pretended it was under O. 18, r. 19 with some magical 'abeyance' and, begging the Court's pardon, Plaintiff go hang.

22 Without pleadings, there is no "...record of the matters to be decided by the court..." and so the Defendant is not bound "...in the interest of certainty and due process...".[5] Since there is no Defence by the Defendant, the Affidavit by Goh does not even qualify as a sham to be struck off.[6] The Defendant cannot part from their pleading because none were made. At the same time, I cannot further my case, for example through an application for discovery, because there must be a Defence before I may do so – otherwise the issues are simply undefined. The oppression I felt responding to the Affidavit by Goh is explained – it is the consequence of abuse of Court process.

23 HC/SUM 2650/2021 appears to be an application for my Statement of the Claim to be struck with no pleadings made by the Defendant pursuant to what appears to be an irregularity in proceedings. HC/SUM 2650/2021 is an attempt by the Defendant for trial by ambush.[7]

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[5] J. Pinsler, *Principles of Civil Procedure* 532-533 (Acad. Publg. 2013), citing *Thorp v. Holdsworth,* (1876) 3 Ch D 637, 639.

[6] *The Jarguh Sawit* [1997] 1 SLR(R) 213.

[7] *Sheagar s/o TM Veloo v. Belfield International (Hong Kong) Ltd,* [2014] 3 SLR 524, [90]; *V Nithia (co-administrix of the estate of Ponnusamy Sivapakiam, deceased) v. Buthmanaban s/o Vaithilingam,* [2015] 5 SLR 1422, [37].

24 All timelines in the Rules of Court and any provisions putatively available to me to pursue relief are 'held in abeyance' by HC/SUM 2065/2021. I suppose the Defendant assumed that paragraph 2 of SUMMONS UNDER O 18 R 19 would appear to act as some sort of automatic stay application, or at least appear *to me* to act as some sort of stay application. It did when I filed the 1st Affidavit by myself – now it does not, and unless the Court directed otherwise, which as far as I know the Court did not, then timelines in the Rules of Court apply.[8] I believe HC/SUM 2650 is a serious procedural breach and a questionable tactic by the Defendant, to strike out my pleadings and deliberately suppress evidence where a fair trial is possible.

25 *Per* O. 18, r. 13, the absence of a Defence by the Defendant may be deemed an admission.[9]

***The Role of Law in Pleadings* by Pinsler applied to the attempted trial by ambush**

26 In this section and until paragraph 38, unless otherwise stated, I refer to and quote Jeffrey Pinsler, 'The Role of Law in Pleadings', *Singapore Academy of Law Journal*, pages 127 to 151 (1998). I quote footnotes and citations where relevant, otherwise citations are omitted here.

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[8] Even pursuant to an arbitration agreement, which the HC/S 413/2021 is not, a stay application does not stop time from running for service of the defence, for instance, and *Australian Timber Products Pte Ltd v. Koh Brothers Building & Civil Engineering Contractor (Pte) Ltd*, [2005] 1 SLR(R) 168, [16]; cited in *Carona Holdings Pte Ltd v. Go Go Delicacy Pte Ltd*, [2008] 4 SLR(R) 460, [25]-[32].

[9] *Obegi Melissa v. Vestwin Trading Pte Ltd*, [2008] 2 SLR(R) 540, [13].

27 Pinsler discusses Order 18 of the Rules of Court; he emphasises how this Order and as it relates to other Orders in the Rules of Court should protect any party from being *surprised.*

28 Perhaps the Affidavit by Goh can be viewed as a 'demurrer', "...a pleading which involved the parties alleging that the facts pleaded by the other party did not legally justify the claims or defences which he asserted. As the dispute concerned issues of law rather than the facts, the court would summarily determine those issues after hearing argument...".[10] Of course, a demurrer "...was a formal process...", whereas HC/SUM 2650/2021 appears to be an abuse of Court process.

29 Pinsler discusses O. 18, r. 11 in historical context, notably as it relates to how the Evershed Committee was "...wholeheartedly in favour of eliminating, as far as possible, the element of surprise; and we therefore favour the view that the statement of claim or defence should plead points of law of what may be called a special character...".[11] Pinsler argues that this recommendation *appears* (he emphasises) to have led to the introduction of O. 18, r. 11 because "...it leaves it up to the party to plead a point of law – the plea is not obligatory...". Of course, Pinsler refers to a plea raising a point of law. It appears the Defendant here has assumed the *whole body of pleadings* is not obligatory.

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[10] As it relates to the present, a 're-focusing of the underlying issues' as I wrote in the 1st Affidavit by myself.

[11] Final Report of the Committee on Supreme Court Practice and Procedure (the 'Evershed Committee'), presented to Parliament in 1953, Cmnd. 8878.

30 If the Defendant had submitted a pleading, O. 18, r. 11 "...provides that 'a party may by his pleading raise any point of law'. The matter of separate disposal of an issue of law is no longer the primary purpose of pleading a point of law. Nevertheless, it may be appropriate to raise a point of law in a pleading if the party concerned intends to have it summarily determined..." and here Pinsler cites Buckley J: "...if no mention of it is made in the pleading, the other side may be lulled in a sense of false security in that particular respect...".[12] In the present case, pleadings were not made by the Defendant because HC/SUM 2650/2021 was apparently an attempt at trial by ambush.

31 From "...a variety of procedures which enable a party to raise a matter of law for disposal...[which] are not dependent on such a matter being raised in the pleading...", is there one relevant to the present case? Indeed: "...Order 33, rule 2, as has been seen, enables the court to determine a matter of law before, at or after the trial whether or not it has been pleaded. An application may be made under Order 14, rules 12 and 13 for summary judgement on a 'question of law'. If there is an unanswerable objection in law concerning the cause of action in a writ or statement of claim or defence in a defence pleading, an application may be made pursuant to Order 18, rule 19 to strike out the writ or pleading...This procedure involves a summary determination of the issues of law raised...". Obviously, rules mentioned by Pinsler here under Order 14 and Order 18 are for a trial *with* pleadings, and made *explicitly*, he emphasises, to prevent surprise, and not for what the present case appears to be: an attempt at trial without pleadings and made with an

[12] *Independent Automatic Sales Ltd v. Knowles & Foster*, [1962] 3 All ER at 30.

obfuscated collection of scandalous allegations or what the Affidavit by Goh largely appears to be.

32 With reference to O. 18, r. 11, "...the optional character of the rule certainly depreciates the priority of avoiding surprise...". However, I suppose Pinsler may not have imagined the present case: "...as long as *the material facts are pleaded* pursuant to Order 18, rules 7 and 8, the parties are not obliged to go further and include points of law...". But the Defendant did not make pleadings under those Rules, nor any another. The Defendant selected, presented, and attached *material evidence* and legal arguments of unknown origin in some kind of 'application', or else in 'submissions' by Rajah & Tann which, as far as I know were not made, in what appears to be an abuse of Court process for trial by ambush.

33 "...[T]he Evershed Committee regarded, it would seem, the avoidance of surprise in the statement of claim as a priority equal to the achievement of that purpose in the defence and reply (the pleadings with which that rule was concerned). It should be said that the Evershed Committee was not concerned with the pleading of material facts in the statement of claim (which was already required by the Rules), but with matters of law...".

34 In any case, the Defendant here appears, through what appears to be an abuse of Court process embodied as HC/SUM 2650/2021, to do something which "...concerns points of law which a party *may*, not must, raise...". However, if the Affidavit by Goh is deemed a pleading of some sort, which it clearly is not, then it is *doubly* effective in achieving the aim of a "...pleading which is strewn with expression of law [which] would obscure the facts in issue, the very matter which the parties and the court must *focus* on to ensure that the *correct principles of law apply, and that the correct conclusion on liability is reached*..." (emphasis added).

35 If for a moment we consider HC/SUM 2650/2021 was an application made in due process (as in, after pleadings are made and closed), then it "...is designed to ensure that...the court..." IS NOT "...fully and clearly apprised as to the nature of the legal claim with which it is invited to deal with on the ex parte application, and [that] the defendant is likewise..." NOT "...apprised as to the nature of the claim which he has to meet..." (here Pinsler is quoting Slade LJ, I apologise to Pinsler and Slade LJ but I had to add the negatives).

36 And so, "...Although the court may allow a defence raised even if the material facts have not been sufficiently pleaded – if the opposing party is not surprised or otherwise prejudiced – a too liberal exercise of such a discretion based on the assumption (rather than the reality) of due notice may well compromise the fundamental purpose of the pleading system, which is that parties must cognisant of the issues to be raised at trial...", namely, apparent illegal activity at NTU. Indeed, I believe that NTU "...very well admit to the facts alleged in..." my Statement of the Claim, and through HC/SUM 2650/2021 "...raise a point of law..." due to abuse of Court process, NOT "...pursuant to Order 18, rule 11, which would become the sole issue for determination...".

37 It could have been argued, I presume, that "...the defendants had merely raised a point of law (as opposed to an allegation of fact giving rise to a point of law)...For example, a point of law arising from the plaintiff's statement of claim..." and so, it becomes clear that NTU and Rajah & Tann have decided that, for them, as it concerns a Defence, "...the plea would have been a matter of choice rather than obligation...". Of course, Pinsler here was referring to a plea in the *pleadings* raising a point of law, and not altogether the absence of pleadings as in the present case.

In short, with no pleadings and therefore no issue as such, the Defendant appears to assume that the Court *would* "...countenance points of law which are raised merely in a hypothetical context [and so] do not have a direct bearing on the issues...".

38 What is this hypothetical point of law which the Defendant here may bring forward with 'relevant legal submissions by solicitors' perhaps, to be made we know not where and when, as I wrote in the 1st Affidavit by myself? In a hearing, did the Defendant wager, had the attempt at trial by ambush not come to light? And through apparently abusing Court process, pursuant to O. 18, r. 8 and r. 19, and O. 14, r. 12 and r. 13, and to be addressed under O. 33, r. 2?

***Justice of the case v. Conduct of the case* in the judgement of The Honourable Judge of Appeal Justice V. K. Rajah JA**

39 In this section and until paragraph 53, I quote from *Lee Chee Wei v. Tan Hor Peow Victor and Others and Another Appeal* [2007] SGCA 22, in the Court of Appeal, The Honourable Judge of Appeal, Justice V. K. Rajah delivering the judgement of the court. I mention when others are directly quoted by V. K. Rajah JA, otherwise citations are omitted.

40 The apparently farcical investigation at NTU suggests that "...the factual matrix should entail, as it does in the present case, that the "justice of the case" is at odds with the "conduct of the case"..." and so the Defendant has apparently abused Court process in an attempt to negate any possibility that the "...conflict be resolved so that a just outcome is ultimately ensured...".

41 I believe the Defendant was hoping for an outcome where the Court "...disallowed the plaintiff's alternative claims for specific performance or damages in lieu of specific

performance…", perhaps "…ordering that nominal damages…be paid to the plaintiff…" or even that I pay costs to the Defendant.

42 I believe the re-focusing of the underlying issues in the present case may be understood, from the Defendant's perspective, in the following terms: "…The starting point…[is] that a written contract articulated in precise terms cannot be varied or qualified by extrinsic evidence…". And so, my employment contract with NTU is a "…written document thereby precluding any attempt to qualify or supplement the document by reference to pre-contractual representations…". As such, my claim (having signed an employment contract with NTU) to work legally and ethically under the Animals and Birds Act, NACLAR Guidelines, and numerous other policies in Singapore and at NTU putatively regulating animal research, is "…some (chance) remark or statement (often long-forgotten or difficult to recall or explain)…The entire agreement clause obviates the occasion for any such search and the peril to the contracting parties posed by the need which may arise in its absence to conduct such a search…[and so] *shall have no contractual force, save in so far as they are reflected and given effect in that document*… [T]he formula used is abbreviated to an acknowledgment by the parties that the agreement constitutes the entire agreement between them…".[13]

43 However, in this case, ~~since~~ the Defendant has admitted to not duly investigating when I reported Rupshi Mitra for ordering me to engage in illegal activity, to terminating my contract unlawfully, and to committing extortion against me, and 'the four corners' of my employment contract *are* under the jurisdiction of this Court, regardless of any allusions to absolute autonomy NTU may harbour. Indeed, "…It is elementary that whether an

[13] Emphasis added by V. K. Rajah JA; here V. K. Rajah JA is citing Gavin Lightman J.

agreement has legal effect is a matter of the intentions of the parties…or in other words…" my employment contract "…should be treated as if…" NTU "…had not intended to create legal relations…".[14] Obviously, it cannot be assumed nor reasonably expected that an employment contract at NTU is a legal mechanism for carrying on a corrupt business, and because of which I suffered harm.

44 In other words, it is decidedly not the case here that "…[t]he contractual relationship between the parties was now circumscribed by the signed agreements and those alone…",[15] and decidedly not the case, with regards to my employment contract, that "…such clauses effectively erased any legal consequences that might have ensued…[and] excluded any implied term, collateral warranty and misrepresentation…" of, for example, the University Code of Conduct and other policies subscribed to in my employment contract, as well as Singapore law. In other words, any claim by the Defendant that my employment contract with NTU "…denude[s] what would otherwise constitute a collateral warranty of legal effect…[or] renders inadmissible extrinsic evidence to prove terms other than those in the written contract…" is null and void.[16] Indeed, such a claim would "…render entire agreement clauses meaningless and remove an important safeguard…" to the function of society.[17] Whereas "*…A presumption can be rebutted; an express term of the contract, barring mistake or fraud…*",[18] my working legally and ethically are

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[14] Here V. K. Rajah JA is quoting Lightman J cited by Mr. Christopher Nugee QC.

[15] Here V. K. Rajah JA is quoting Tay Yong Kwang J.

[16] Here V. K. Rajah JA is quoting Rajendran J.

[17] Here V. K. Rajah JA is quoting the British Columbia Court of Appeal.

[18] Emphasis added by V. K. Rajah JA; here V. K. Rajah JA is quoting McLachlin CJSC.

"...*expressed* intent and...legitimate expectations [which the] courts seek to honour..." in my contract with NTU; my unlawful termination, extortion committed against me, and what appears to be abuse of Court process by the Defendant *is* fraud.

45 As I discuss in the 1st Affidavit by myself, the Defendant attempted to construe the argument, within the bounds of my employment contract, that there can be neither 'specific performance' nor substantial remedy of damages for breach of contract. However, through what appears to be an abuse of Court process, the Defendant conceals an admission of guilt, namely the illegality of the work I was ordered to engage in and extortion committed against me.

46 The remedy I prayed for is reinstatement or damages. Regarding reinstatement: "...Specific performance is a decree of the court which compels the defendant personally to do what he promised to do...the court has the discretion either to grant it or to leave the parties to their rights at law...[with] considerations such as (a) whether damages would be an adequate remedy; and (b) whether the person against whom the relief of specific performance is being sought would suffer substantial hardship...". I understood from the Registrar at the Employment Claims Tribunal that an order for reinstatement is very unlikely, and so presented my case to the Supreme Court – and *still* believed there is a possibility for conciliation under the guidance of the Court. The attempted trial by ambush, through abuse of Court process, would have been disappointing if it were not, now that I see past the obfuscation of documents and confusion, oppressive. Frankly, it is hard to believe. Indeed, I had not anticipated such tactics were possible, and so submitted the documents I did previously.

47 As the Court may see, from the day I *spoke* with the Chair of the School of Biological Sciences at NTU and until the present moment, I act reasonably and with due consideration to sensitivities. During this time, I hoped that, just maybe, NTU will be reasonable and somewhat fair, if without a measure of gracefulness. Instead, NTU responds with dismissal, intimidation, farcical emergencies, and a superiority that is pompous as it is incompetent – indeed, the same descriptive could be applied to the action in HC/SUM 2650/2021. As the Registrar at the Employment Claims Tribunal I had the honour of meeting said, I always 'extended the gentleman's hand'. As I replied to her at that time, 'all NTU has done is slap it away', and now I add that NTU slaps it away in a blustering, offensive, and fraudulent manner. From content in the Affidavit by Goh I discussed earlier, it is clear to me that NTU will not make due consideration for the fact that the present forum is either the highest or proximal to the highest in Singapore. The reason why I put reinstatement in my Writ and Statement of the Claim is decency and a belief in the decency of others.

48 "...While the subject matter of the contract may readily lend itself to an order of specific performance, the more pertinent issue in every case is whether specific performance constitutes the just and appropriate remedy in the circumstance...". In the Affidavit by Goh, reinstatement was argued to be legally unsustainable as well as inappropriate, and through an apparent abuse of the process of Court, an attempt was made by the Defendant to render any question of a 'just' remedy irrelevant. Since there are no pleadings by the Defendant – of what relevance is anything concerning illegal activity at NTU? Fortunately, the attempt at trial by ambush through abuse of Court process has now been brought to the Court's attention.

49 "...The next and perhaps the most pertinent issue is...damages in lieu of specific performance...that the plaintiff ought to have reasonably anticipated that the damages claimed would have to be quantified should his prayer for specific performance fail..." is given, since a figure for damages in lieu of specific performance is quoted in my Writ of Summons, and because NTU continue to 'slap my hand away', the Court may order the same – a hearing for assessment of damages would be arranged in a normal and just course of events. In an attempt at trial by ambush, I believe the Defendant may have "...noted that the crucial words 'to be assessed' were not pleaded and that no application had been made to effect an amendment...[and conveniently] the plaintiff had..." NOT "...been amply alerted to and apprised of..." how the Defendant may abuse Court process to deprive me of my rights and dodge liability. This was effected by the Defendant through a removal of "...the function of the pleadings [which] is to give fair notice of the case which as to be met and to define the issues which the court will have to decide on so as to resolve the matters in dispute between the parties...", namely unlawful termination and extortion, and which are admitted by the Defendant through that same removal.

50 Given that my "...claim was not in any way sprung upon the defendants, the failure to plead the words 'to be assessed' should not be construed as prejudicial...the words 'to be assessed' are in effect superfluous given that any claim for damages must necessarily be assessed...It follows that failure to apply for an amendment to include the words 'to be assessed' should not *per se* impair the discretion to order an assessment of damages...".

51 And so, I humbly pray that my case will be one "...amply illustrating the pragmatic judicial approach that eschews refusal of a claim purely on account of a technical error of pleading...", and not one where the Defendant apparently abuses "...procedural laws...to

such an extent that injustice is done...".[19] Indeed, "...Rules of court which are meant to facilitate the conduct of proceedings invariably encapsulate concepts of procedural fairplay. They are not mechanical rules to be applied in vacuum, devoid of a contextual setting...", let alone blatantly abused as the Defendant is apparently doing.[20]

52 My "...unwavering focus on...[my] preferred remedy of specific performance as opposed to damages..." is a sign of my goodwill, but is being used by the Defendant as material in the attempt at trial by ambush. Remedy claimed, as opposed to apparent illegal activity at NTU is, "...in this case an unfortunate and largely irrelevant distraction..." used by the Defendant in abuse of court process to rob me of my rights and dodge liability.

53 "...In addition, we note that in the interests of saving time and costs, it was eminently reasonable, in these proceedings, for the plaintiff to have focused first and foremost on establishing the questions of agency, liability, and the preferred remedy of specific performance rather than that of damages...While his failure to adduce evidence on damages may, on hindsight, not have been the most prudent course of action, it was not in any way *mala fide* or calculated to gain any undue advantage. It defies both fairness and logic to assert that the plaintiff in the present case is precluded from claiming damages even though he had specifically pleaded for it, simply because of the defendant's inchoate presumption that evidence on damages would be led at the same trial...", let alone a *trial without pleadings by the Defendant.*

---

[19] Here V. K. Rajah JA is quoting Lai Kew Chai J.

[20] Here V. K. Rajah JA is quoting Chao Hick Tin JA.

"...The merits of the case must be fairly assessed. The plaintiff had timeously put forward both claims in one and the same cause of action, and had, as was perfectly entitled to, focused on the claim for specific performance at the trial..." as well as proceedings prior and "...assumed that the issue of damages would be dealt with at a later stage in terms of a separate assessment should his claim for specific performance be rejected...Even in the absence of the words 'to be assessed', the court's power to award and assess damages in lieu of specific performance cannot be seriously disputed...", and in the factual matrix of unlawful termination and extortion, as admitted by the Defendant.

***No Tool of Convenience to Prevent Justice* in the judgement of The Honourable Justice Kan Ting Chiu SJ**

54 In the Affidavit by Goh, it was argued that my Statement of the Claim is frivolous and vexatious 'clearly and beyond argument'. In the 1st Affidavit by myself, I responded as I understood how matters stood at that time: that there is nothing frivolous and vexatious about my claim to unlawful termination, and any claim that it might be is, itself, vexatious.

55 I believe my Statement of the Claim could be deemed 'frivolous and vexatious' *only if* the issue of apparent illegal activity at NTU was inadmissible. Since the Defendant did not make any pleadings, the attempted trial by ambush may have proceeded with that assumption in mind. In other words, it *proceeds under the assumption that unlawful termination is not an issue.* But to strike out my action based on O. 18, r. 19(1)(b), as purported in SUMMONS UNDER O 18 R 19, the Defendant must have made pleadings. Instead, the Defendant did not make pleadings, and applied for a stay of those paramount court proceedings – in defiance of the Rules of Court as they relate to justice in my understanding.

56 On what assumptions could the Defendant have possibly assumed that Rules of Court would be suspended? The first assumption is that I would not notice and here the Defendant assumed incorrectly. The second is *invoking the inherent powers of the Court*, and now that the attempt at trial by ambush has been brought to the Court's attention, I humbly pray the Defendant will not by justified for making such an assumption.

57 Is there a precedent for O. 19, r. 19(1)(b) being used to invoke the inherent power or jurisdiction of the Court? I refer to the judgement by Kan Ting Chiu SJ in *Lee Siew Ngug and others v. Lee Brothers (Wee Kee) Pte Ltd and another* [2015] SGHC 106. That case and mine are similar in that the Defendant appears to be "...relying on the inherent power or jurisdiction of the courts and their contractual right..." and the application to strike out in that case also came under O. 18, r. 19(1)(b). I believe any similarity ends there. I would be very interested to know if there is a precedent for O. 18, r. 22.

58 Kan Ting Chiu SJ writes: "...the court's inherent jurisdiction or power is not a tool of convenience to turn to whenever there is a problem to overcome. It is involved sparingly when needed to do justice or to prevent injustice between parties...". Had the Defendant's attempt at trial by ambush not been noticed, is it possible that O. 92, r. 4 would have been invoked by the Defendant, to overcome the 'problem' of apparently illegal activity at NTU, and *prevent* justice by suspension (arguably, blatant disregard) of Rules of Court?

59 Quoting Chao Hick Tin JA in *Samsung Corp v Chinese Chamber Realty Pte Ltd and Others* [2003] SGCA 50: "...[W]here a matter of procedure is covered by the Rules of Court and those rules are clear, the court should be most circumspect in declining to follow those rules. Failure to follow the clear directions in the rules is tantamount to the court re-

writing the rules to fit the 'justice' of each case...". As I understand, a trial without pleadings is tantamount to denying my case any hope for justice.

60 As discussed above, I do not believe there is any *need* to override the express provisions of the Rules of Court.

Summary

61 I make this application pursuant to O. 19, r. 7(1) of the Rules of Court.

62 I certify that no defence has been served on me by the Defendant, Nanyang Technological University, within the period fixed by the Rules of Court for service of defence.

63 I humbly pray for costs to be awarded to me because the Defendant apparently abused Court process.

64 I humbly pray for an assessment of damages to be awarded to me because I suffered harm after NTU unlawfully terminated my contract and committed extortion against me. The amount stated on my Writ of Summons is S$ 3, 048, 000 (three million and forty-eight thousand Singaporean dollars).

How I worked out that HC/SUM 2640/2021 is an abuse of Court process

HC/SUM 2065/2018 may not be an originating summons nor a pleading

65 I believe O. 18, r. 19 may not be grounds in an application such as HC/SUM 2650/2021, because:

i. Pleadings were not made by NTU for HC/S 413/2021. In other words, no defence or defence and counterclaim was made by the Defendant.

ii. There is no evidence of an originating summons, or else as an originating summons SUMMONS UNDER O 18 R 19 is irregular.[21]

HC/SUM 2605/2021 may not be under Order 33

66 I believe a trial of HC/S 413/2021 may not proceed under Order 33 of ROC, since HC/SUM 2650/2021 should have informed me 'with sufficient particularity either in its heading or in its body the statute or rule of court under which the court is being moved'.[22]

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[21] Indeed, I believe HC/SUM 2650/2021 is in breach of one or more of the following O. 18, r. 19(3); O. 7, r. 2; O. 7, r. 3(1); O. 7, r. 3(2) / O. 6, r. 2(1)(c); O. 7, r. 6; O. 10, r. 5 / O. 10, r. 1; possibly O. 7, r. 4; and would also allow for dismissal under O. 12, r. 8.

[22] *Singapore Civil Procedure 2015 Volume 1,* at 77-78 (G.P. Selvam ed., Sweet & Maxwell Asia 2014)

In addition, I should have been informed with *sufficient particulars* the grounds for striking out.[23]

67 For the sake of argument, if we assume that the application HC/SUM 2650/2021 was made under O. 33, r. 2, then this is inconsistent with the order applied for in O. 33, r. 1(1) in SUMMONS UNDER O 18 R 19.

68 O. 33, r. 2 states that "...The Court may order *any question or issue arising in a cause or matter*...". But SUMMONS UNDER O 18 R 19 is neither a question nor an issue, as might have been the case if NTU, represented by Rajah & Tann, made an application under O. 24, r. 2 for an order to determine an issue or question ~~before discovery~~. However, there is no statement of question(s) in SUMMONS UNDER O 18 R 19, and we cannot assume that 'issue' here refers to the issue of apparently farcical investigations at NTU which must not be discovered. In any case, O. 24., r. 2(1) is in reference to O. 24., r. 1 for an order of discovery and so appears to be inapplicable.

HC/SUM 2650/2021 may not be a summons for directions

69 If we assume that the application HC/SUM 2650/2021 was made under O. 33, r. 2, then it would have to conform with O. 25, r. 7. But if I were to implement O. 25, r. 7(1), as the party to whom this putative summons for directions was allegedly addressed, I would have to serve on NTU 'summons for specifying those orders and directions in so far as they

[23] For instance, *Punton v Ministry of Pensions*, [1963] 1 WLR 186, 192.

differ from the orders and directions asked for the summons' – but what could that be, other than an (interlocutory) application to strike out an (interlocutory) application to strike out?

70 I believe any claim to by the application HC/SUM 2650/2021 to Order 25 as some sort of summons for directions is untenable for one or more of the following reasons:

(a) It may not have been submitted pursuant to O. 25, r. 1(1), since pleadings were not made by the Defendant and no Court Order was issued to suspend the same, the pleadings could not have been deemed closed and within one month, and form 44 was not used.

(b) That the duty to make all interlocutory applications on summons for directions *per* O. 25, r. 7 is untenable in SUMMONS UNDER O 18 R 19 and/or apparently meaningless as outlined above.

(c) HC/SUM 2650/2021 was not made in Form 44, *per* O. 25, r. 1(1);

(d) HC/SUM 2650/2021 does not comply with any of the exceptions to O. 25, r 1(1) listed in O. 25, r. 1(2), *e.g.* non-compliance with O. 25, r. 1(2)(b) because it was not made under O. 18, r. 22 and no directions were given; non-compliance with O. 25, r. 1(2)(a) because I was not served with a defence; non-compliance with O. 24, r. 2 for reasons mentioned above; and so on.

(e) If HC/SUM 2650/2021 is in any or some way a summons for directions, then it may be dismissal pursuant to O. 25, r. 1(4).

71 The Memorandum of Appearance to Counterclaim, Defence, and Reply Affidavit 1 filed in Court do not constitute a waiver.

Mohamed Mustafa Mahmoud Helmy

(FIN No. G3363781R)

Self-employed researcher, MD, PhD

10 Jurong Lake Link, #15-39, Singapore 648131

Litigant-in-person

Affirmed by the abovenamed)

Mohamed Mustafa Mahmoud Helmy) M.Helmy

In the Supreme Court, Singapore)

On the 28th day of June)

Before me

COMMISSIONER FOR OATHS

COMMISSIONER FOR OATHS
Rageswari d/o Suppiah
CI2021/0017
1 Apr 2021 - 31 Mar 2022
COURT INTERPRETER, SINGAPORE

This is the exhibit marked ANG-1 referred to in the 2nd Affidavit of Mohamed Mustafa Mahmoud Helmy and affirmed before me this Monday 28 June 2021.

Before me

Commissioner for Oaths

COMMISSIONER FOR OATHS
Rageswari
s/o Suppiah
CI2021/0017
1 Apr 2021 – 31 Mar 2022
COURT INTERPRETER, SINGAPORE

Gmail

HC/S 413/2021 HC/SUM 2650/2021

Timothy Ang <timothy.ang@rajahtann.com> 8 June 2021 at 14:29
To: "helmy.m@protonmail.com" <helmy.m@protonmail.com>, Mohamed Helmy <helmy.m@gmail.com>
Cc: Wilson Zhu <wilson.zhu@rajahtann.com>, Anna Oh <anna.oh@rajahtann.com>

HC/S 413/2021

HC/SUM 2650/2021

Dear Sirs,

1. We refer to our email below.

2. In addition to the attachments in our email below, you may also retrieve a copy of our client's application in HC/SUM 2650/2021 via this link – https://transfer.rajahtann.com/message/e3YmAVyTU3dy3ZQKMua715

3. All our client's rights are reserved in the meantime

Senior Associate

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HC/S 413/2021 HC/SUM 2650/2021

Timothy Ang <timothy.ang@rajahtann.com> 8 June 2021 at 14:19
To: "helmy.m@protonmail.com" <helmy.m@protonmail.com>, Mohamed Helmy <helmy.m@gmail.com>
Cc: Wilson Zhu <wilson.zhu@rajahtann.com>, Anna Oh <anna.oh@rajahtann.com>

HC/S 413/2021

HC/SUM 2650/2021

Dear Sirs,

1. As you are aware, we act for Nanyang Technological University.

2. By way of service, we attach herewith a copy of our client's application in HC/SUM 2650/2021. Please note that a hearing date is fixed on 23 June 2021, at 9am.

3. All our client's rights are reserved in the meantime.

Timothy Ang
Senior Associate

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2 attachments

2021.06.08 - Summons for striking out.pdf
88K

2021.06.08 - Affidavit (Goh Ke Min Kevin).pdf
18684K

This is the exhibit marked ANG-2 referred to in the 2nd Affidavit of Mohamed Mustafa Mahmoud Helmy and affirmed before me this Monday 28 June 2021.

Before me

Commissioner for Oaths

COMMISSIONER FOR OATHS
Rageswari
d/o Suppiah
CI2021/0017
1 Apr 2021 – 31 Mar 2022
COURT INTERPRETER, SINGAPORE

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

Case No.: HC/S 413/2021
Sub Case No.: HC/SUM 2650/2021
Filed: 08-June-2021 11:11 AM
Hearing Date : 23-June-2021
Hearing Time : 9:00 AM
Hearing Type : OS & Summons - General
Attend Before: Registrar

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

SUMMONS UNDER O18 R 19

To. Plaintiff
MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
Mob No.: 83555817
Email: helmy.m@protonmail.com

Let all parties concerned attend before the Court on the date and time to be assigned for a hearing of an application by the Defendant for the following orders:

1. That the Plaintiff's claim against the Defendant in HC / S 413 / 2021 be wholly struck out pursuant to Order 18 Rules 19(1)(a), (b) and/or (d) of the Rules of Court;
2. That the timelines for the Defendant to file its Defence be held in abeyance pending the resolution of this application;
3. Costs of and incidental to this application be paid by the Plaintiff to the Defendant, and
4. Such further or other order(s) as the Honourable Court deems fit.

The grounds of the application are:

1. Elaborated in the 1st Affidavit of Goh Ke Min Kevin dated 7 June 2021 filed herein.

Issued by :

Solicitor(s) for the Defendant(s)

RAJAH & TANN SINGAPORE LLP
9 Straits View #06-07 Marina One West Tower

Singapore 018937
Tel No.: 65353600
Fax No.: 62259630
Email: info@rajahtann.com
File Ref No.: WZR/TWK/ 292401/64
Solicitor in charge: 1. ZHU MING-REN WILSON,
2. TIMOTHY ANG WEI KIAT (HONG WEIJIE)

TEH HWEE HWEE
REGISTRAR
SUPREME COURT
SINGAPORE