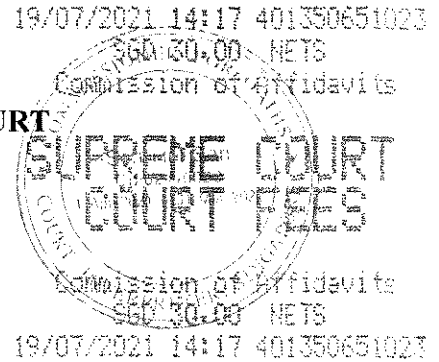


Plaintiff; 4th; Mohamed Mustafa Mahmoud Helmy; 29.07.2021

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, litigant in person, for further arguments in the matter of
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>.

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.

4 My Written submissions and Bundle of documents for the hearing of 14 July are in exhibit ANG-4.

5 Numbering for the exhibit ANG-4 is in the top centre of the page. The numbering on the top right is the original for that document.

Total number of pages is 334. *M. Helmy*
MJK


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 19th day of July)

MJK

COMMISSIONER FOR OATHS

This is the exhibit marked ANG-4 referred to in the 4th Affidavit of Mohamed Mustafa Mahmoud Helmy (FIN No. G3363781R) and affirmed before me this Monday 19 July 2021.



Before me

COMMISSIONER FOR OATHS

**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; HC/SUM 2991/2021; HC/SUM 3000/2021

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 12th July, 2021

WRITTEN SUBMISSIONS AND BUNDLE OF DOCUMENTS

Submitted by the Plaintiff himself who is litigant in person, for the hearing fixed for 14 July 2021 in the matters of HC/SUM 2650/2021, HC/SUM 2991/2021, and HC/SUM 3000/2021, all being applications on summons in the suit
HC/S 413/2021.

WRITTEN SUBMISSIONS (6)

CASE SUMMARY (5)

MATTERS FIXED FOR HEARING (5)

PROFILE OF PARTIES (6)

PLAINTIFF'S LIST OF ISSUES IN DISPUTE (6)

DEFENDANT'S LIST OF ISSUES IN DISPUTE (6)

DRAMATIS PERSONAE (7)

EXECUTIVE SUMMARY (9)

FACTUAL HISTORY, EMPLOYMENT AND TERMINATION (10)

FACTUAL HISTORY,

PROCEEDINGS AT THE SUPREME COURT (16)

APPLICATION OF RELEVANT PRINCIPLES TO

CIRCUMSTANCES (21)

REVISITING THE ISSUES (46)

ILLEGALITY (46)

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CASE SUMMARY

1. MATTERS FIXED FOR HEARING

The hearing fixed for 14 July 2021 is the first for HC/S 413/2021 and is for the applications:

No.	Sub Case No.	Henceforth	Filed by and date	Under
1	HC/SUM 2650/2021	SUM 2650	Defendant 8 June 2021	O. 18, r. 19
2	HC/SUM 2991/2021	SUM 2991	Plaintiff 28 June 2021	O. 41, r. 6
3	HC/SUM 3000/2021	SUM 3000	Plaintiff 28 June 2021	O. 19, r. 7

2. PROFILE OF PARTIES

Plaintiff	Mohamed Mustafa Mahmoud Helmy, born 10 July 1979 in Kuwait, male, medical doctor, researcher, and pedagogue, presently self-employed at 10 Jurong Lake Link, #15-39, 648131 Singapore. <i>In propria persona.</i>
Defendant	Nanyang Technological University, company limited by guarantee. Represented by Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann.

3. PLAINTIFF'S LIST OF ISSUES IN DISPUTE

The list of issues in dispute in the claim is as follows:

No.	Issue in dispute	Information Plaintiff is Relying on in Support
1	Unlawful termination	Statement of the Claim
2	Tort of extortion	Statement of the Claim

4. DEFENDANT'S LIST OF ISSUES IN DISPUTE

The Defendant is in default of pleadings. The issues are unknown.

5. DRAMATIS PERSONAE

#	Name / entity	Henceforth	Role
1	Mohamed Mustafa Mahmoud Helmy		Plaintiff
2	Nanyang Technological University	'NTU'	Defendant
3	Timothy Ang Wei Kiat (Hong Weijie)	'Mr. Ang'	Solicitor on behalf of NTU
4	Zhu Ming-Ren Wilson	'Mr. Zhu'	Solicitor on behalf of NTU
5	Goh Ke Min Kevin	'Mr. Goh'	Senior Assistant Director at NTU; deponent of affidavit filed in support of SUM 2650
6	Rupshi Mitra	'RM'	Assistant Professor at NTU; the Plaintiff's Reporting Officer during his employment at NTU
7	Ajai Vyas	'AV'	Associate Professor at NTU; spouse of RM
8	Shruti Suresh		Research Assistant (or equivalent title) at the RM lab

9	Roderick Wayland Bates	'Bates'	Research Integrity Officer at NTU
10	Shin Kay Chong	'Ms. Chong'	NTU Human Resources Manager
11	NTU Office of Human Resources, Office of Ethics & Compliance, Legal & Secretarial Office	'NTU Leadership'	Management of various affairs at NTU
12	Oh Seok Fen		The Plaintiff's Human Resources Business Partner
13	Lars Nordenskiöld		Chair, School of Biological Sciences, NTU
14	George Augustine		Professor at NTU; Head of the Singapore Dementia Consortium
15	Si Kang Bee Yan		Investigating Officer at the Singapore Police Force
16	Lim Kien Heng, Christopher		Mediator at Tripartite Alliance for Dispute Management, Ministry of Manpower
17	Registrar at Employment Claims Tribunals		Registrar at Employment Claims Tribunals

EXECUTIVE SUMMARY

6 The Plaintiff filed and served HC/S 413/2021 for unlawful termination of employment and tort of extortion. The Plaintiff's prayers were for reinstatement or damages. Defendant filed and served SUM 2650 to wholly strike out Plaintiff's Statement of the Claim under O. 18, r. 19(1)(a), (b), and/or (d). SUM 2650 was supported by an affidavit deposed by an employee of the Defendant. At the same time, Defendant is in default of pleadings. The Plaintiff objected in his first response and was not cognisant of the fundamental court process the Defendant had abused in an attempt at trial by ambush. As soon as the Plaintiff understood *how* the Defendant was attempting to deny him justice and suppress evidence in a triable case, he filed and served SUM 3000 under O. 19, r. 7. The Plaintiff's prayers are for judgement on default and assessment of damages.

7 The affidavit filed by the Defendant makes false and harmful allegations against the Plaintiff. SUM 2991 under O. 41, r. 6 is a prayer for that affidavit to be taken off file.

8 In the words of Lord Bingham: 'It is inconsistent with the most rudimentary notions of fairness to blindfold a man and then impose a standard which only the sighted could hope to meet'.¹ SUM 2650 is an application by the Defendant to strike out the Plaintiff's suit but the Defendant did not make any pleadings and left the issue out of the supporting affidavit: the Plaintiff is blind to the issues

¹ *A v Secretary of State for the Home Department* (No 2) [2006] 2 AC 221 [11].

FACTUAL HISTORY
EMPLOYMENT AND TERMINATION

9 I am the Plaintiff. My pleadings and prayers are in the Statement of the Claim. Briefly:

10 I was employed as Research Fellow by the Defendant, Nanyang Technological University (henceforth, 'NTU') in April 2020. I was ordered by my Reporting Officer, Rupshi Mitra (henceforth, 'RM'), to kill animals for no scientific reason and without anaesthesia. When I saw the official document regulating the research project I was engaged in, I found out that it is falsified or forged. Confused by non-sensical instructions from RM regarding specific experiments and the research project or projects I may have been working under, I reviewed Standard Operating Procedure and past experimental data on the common laboratory digital storage. I found out that past research work in the laboratories of both RM and her spouse Ajai Vyas (henceforth, 'AV') was misrepresented, falsified, and probably fabricated.

11 I asked RM for information. She told me that anything to do with the project or projects and my work is "None of your concern."

12 I spoke with my Human Resources Business Partner Oh Seok Fen, who directed me to speak with the Chair of the School of Biological Sciences, Lars Nordenskiöld. I requested: (i) to be moved to another position in the University so I am not bullied into illegal activity and research misconduct; (ii) that the matter be

looked into quietly; and (iii) to consider if RM should continue supervising bachelor degree students. He said to me: "If you do not make a report, I will, and if I have a reason to terminate you, I will."

13 I message RM several times for information so that I may meet my duties and responsibilities in a legal and ethical manner. I never receive a reply.

14 I submit a report on my being bullied to NTU Office of Ethics and Compliance, Office of Human Resources, and Legal & Secretarial Office (henceforth, 'NTU Leadership'). I state that I am being bullied into misconduct and indicate apparent illegal work-related activity. I meet once with each of:

- a. Roderick Wayland Bates (henceforth, 'Bates'), Research Integrity Officer at NTU. Having carefully reviewed the transcript of my online meeting with Bates for the purpose of preparing these Written Submissions, I affirm that Bates was made aware of illegal work-related activity at NTU. He instructs me to submit a report showing evidence of misconduct by RM *in publications*, which I do comprehensively; and
- b. Shin Kay Chong (henceforth, 'Ms. Chong'), Human Resources Manager at NTU. She threatened me with termination. In the letter I sent to NTU Leadership after the humiliating meeting with Ms. Chong and on her request, I politely and explicitly describe the unlawful nature of the work I was ordered to do by RM.

15 My intranet staff access at NTU is denied. I made requests to rectify this to NTU Information Technology to which meaningless replies, over several months.

16 Inconsistent and erratic correspondence between RM, Bates, Ms. Chong, other individuals purporting to work at NTU, and myself confused me. It appeared that there was no inquiry nor investigation into my reports on bullying and misconduct by RM.² In retrospect, it appears a case for termination was being constructed.

17 I had written a review article, despite destructive feedback from RM, for submission to a reputable scientific journal. RM took it from me and told me it was henceforth “None of your concern.” I continued to work diligently on a second writing task given to me by RM. These writing tasks were on RM’s topic of choice.

18 Bates sent me an email dismissing my reports on misconduct by RM, closed the ‘case’, and made an irrelevant and offensive statement regarding a single datum in my elaborate report. That statement is easily shown to be false, beyond doubt.

19 In a series of urgent emails, Ms. Chong demanded that I attend a meeting with her on short notice but with no agenda, and after some back and forth, dismissed my report on bullying by RM in a derogatory line. She then appeared to ignore the meeting she was just then demanding and instead effectively demanded that I submit to illegal and unethical work-related orders from RM.

² Evidence Act (Chapter 97) 10.

20 In December 2020, a letter was delivered to my place of residence terminating my employment for no reason. At the same time, Oh Seok Fen informed me by email that my employment was terminated for absenteeism. I was prohibited from communicating with anyone at NTU. I was threatened with prosecution and that my salary would be withheld should I take actions which I am legally and ethically obliged to take. I was instructed to leave Singapore within an unreasonably short period of time.

21 I investigated work published by the Singapore Dementia Consortium (henceforth, the 'Consortium') including RM and AV. The project or projects I was working under may have been funded by a generous National Research Fund / Ministry of Education grant to the Consortium. The Consortium is/was led by George Augustine and appeared to be co-led by AV. Briefly, the Consortium took S\$ 20 million to do research on dementia and Alzheimer's disease and did not do research on dementia and Alzheimer's disease.

22 I was harassed at my place of residence by an individual alleging to work for NTU. I lodged the first of several police reports. Regarding that first police report, I was given several incorrect email addresses on which to send evidence to Investigating Officer Si Kang Bee Yan. After I messaged her superiors, she sent me an email *before I had sent her any evidence* to inform me that she will have the outcome of the investigation shortly. On another occasion I am shouted at by a police officer, a 'warning to leave Singapore'. These and other incidents are documented.

23 A notable authority with executive power and bearing on my case is Animal & Veterinary Services, NParks.³ Briefly, it appears the staff are not interested.

24 NTU Human Resources staff lied to me, repeatedly, and in writing about my Short Term Visit Pass and insisted that the forged one I was sent was all there was. Staff at Immigrations & Checkpoints Authority confirmed that there can be no such 'pass' in such form. The original was sent to me separately by an Officer at the Ministry of Manpower on my request.

25 After telephone conversations with Inland Revenue Authority of Singapore Officers, I find out that NTU made false declarations on my tax clearance.

26 I filed a case with Tripartite Alliance for Dispute Management, Ministry of Manpower. Goh Ke Min Kevin (henceforth, 'Mr. Goh') represented NTU. He:

- a. Rejected all my offers;
- b. Made several offensive as well as self-contradictory communications during the mediation process; and
- c. Notably told me that the investigation or investigations of harassment and misconduct were shared with me, and/or the outcome of those investigations, and/or that NTU is not obliged to inform me of anything regarding those investigations.

27 Thus, mediation failed despite my best efforts and despite the judicious guidance of the mediator in charge, Christopher Lim Kien Heng.

³ Evidence Act (Chapter 97), 16 and 10.

28 I filed a case with the Employment Claims Tribunals. In two pre-trial conferences, Mr. Goh continued to make self-contradictory, meaningless, or offensive communications. I understood from the Registrar that reinstatement is unlikely and that I may receive S\$ 20 000. I decided to withdraw the case from the Employment Claims Tribunals. Mr. Goh demanded from the Registrar and insistently that I not be allowed any time to file my case in civil court, that I must be ordered to withdraw my case from the Employment Claims Tribunals immediately, since he had just instructed me to send him a Letter of Demand and which therefore constituted 'dual proceedings'.

29 Over a period of time, I received emails and letters by mail from NTU as well as from Timothy Ang Wei Kiat (Hong Weijie) (henceforth, 'Mr. Ang') and Zhu Ming-Ren Wilson (henceforth, 'Mr. Zhu') both at Rajah & Tann. My report on apparent illegal activity, and research and academic misconduct by Dementia Consortium members including RM and AV was dismissed in a few derogatory lines. I was threatened with prosecution on false grounds.

FACTUAL HISTORY
PROCEEDINGS AT THE SUPREME COURT

**Plaintiff files a Defence for his Statement of the Claim in the absence of a
Defence from Defendant**

30 I filed and served HC/S 413/2021 (Writ of Summons). Defendant made an appearance (Memorandum of Appearance). I filed and served my pleadings (Statement of the Claim). I then began to work on collating the most salient evidence to present to Court during trial, and the most appropriate form of presentation. Importantly, I considered the most efficient process to apply for an order to produce documents. I wished to see evidence of any investigation or inquiry of illegal activity, bullying, and research and academic misconduct at NTU.

31 I was served with SUM 2650 by Mr. Ang (Summons Under O. 18, r. 19). A hearing was fixed for two weeks later. The application was for the following orders:

- a. '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;'
- b. 'That the timelines for the Defendant to file its Defence be held in abeyance pending the resolution of this application;'
- c. 'Costs of and incidental to this application be paid by the Plaintiff to the Defendant; and'
- d. 'Such further or other order(s) as the Honourable Court deems fit.'

32 SUM 2650 was supported by an affidavit deponed by Mr. Goh: '*Plaintiff: Goh Ke Min Kevin: 1st : 07.06.2021*' (emphasis added, henceforth 'the Affidavit by Goh').

33 I was surprised and confused by this action for reasons including:

- a. The grounds to strike out were not specified;
- b. My allegations were not traversed;
- c. Evidence was adduced which may or may not have been to dispute a cause for action;
- d. It is not clear on whose knowledge, information, or belief statements were made in the Affidavit by Goh. Indeed, who was the 'Defendant' and/or other 'Defendant' and/or 'Plaintiff' Mr. Goh referred to?;
- e. Why were legal arguments presented in the Affidavit by Goh *as if* there was no claim of illegality by the Plaintiff?;
- f. Where were the 'relevant legal submissions by solicitors' referred to in the Affidavit by Goh?;
- g. How and why did Mr. Goh depone an affidavit in which he falsely accuses me, among other drivel, of something as ridiculous as 'ballooning conspiracies by various branches of the Singapore government enforced by the Singapore Police Force'?;
- h. Was it ethical to allow such a false and harmful misrepresentation in an affidavit deponed for a trial in the Supreme Court?;

- i. Was the Affidavit by Goh not inconsistent within itself – such as boldly pasting in some Letters of Demand sent to me (and which I had tossed aside) *as if* these Letters spoke in favour of NTU’s innocence?;
- j. Was it necessary for Mr. Goh to be so blatantly offensive in the affidavit he deponed?; and
- k. What in the Affidavit by Goh was *relevant* to HC/S 413/2021?

34 I thought I needed to traverse what Mr. Goh had deponed and under time pressure. At that time, my understanding was that I should defend the legal and factual sustainability of my pleadings. This I did, and I objected to the contents of the Affidavit by Goh. I believe it is fortunate that I *did* file and serve my so-called Defence and Memorandum of Appearance to Counterclaim. Because it shows how confused I was, and insofar as that confusion lasted, I believe that was the purpose of SUM 2650.

35 Statements of fact in my pleadings are plainly and obviously sustainable. I believe legal sustainability of my pleadings and prayers are also plainly and obviously sustainable, but were anyways (and now I realise, needlessly) argued for in my first affidavit, ‘Plaintiff *in HC/S 413/2021*; Mohamed Mustafa Mahmoud Helmy; 1st; 21/06.2021’ (emphasis added).

Defendant requests an urgent pre-trial conference to end the trial

36 Some hours after I filed my so-called Defence and Memorandum of Appearance to Counterclaim, I received an email from Mr. Ang that puzzled me very much. He proposed ‘an urgent pre-trial conference for SUM 2650’ because the ‘above documents are irregular’. He proposed dates to seek directions to be heard expeditiously for this urgent pre-trial conference of an application to end a trial. A date he opted was less than 24 hours of the email he had just sent. I was to reply in less than 19 hours. I emailed Mr. Ang, stated that I was not aware of irregularity in a submission I had made in Court, and rejected his proposal.

37 About 11 hours after I had emailed Mr. Ang, he sent a letter to the Registry in which he:

- a. Proclaimed the so-called Defence I had filed a ‘nullity’;
- b. Expressed concern on whether I ‘intend to rely on and/or adduce evidence through the above irregular documents’;
- c. Requested ‘an urgent pre-trial conference (“PTC”) be held. The PTC is for directions to be given on the proper and expeditious conduct of SUM 2650, including timelines for the filing of affidavits (if any)’ (emphasis in the original).

38 The next morning I received the Registrar’s Notice dated 18 June. I was directed to file a Reply affidavit by 25 June, the Defendant was to file a Response affidavit if any by 9 July, Written submissions were to be filed and served by 12 July, and the hearing was fixed for 14 July.

39 I filed and served my Reply affidavit, '*Plaintiff in HC/S 413/2021; Mohamed Mustafa Mahmoud Helmy; 1st; 21/06.2021*' ('my/Plaintiff's 1st Affidavit').

40 It was only after I had submitted my 1st Affidavit that I figured out that the Defendant was attempting a trial by ambush, through abuse of Court process. I believe the injustice of stalling the operation of the Rules of Court until an action is struck out is obvious to all but a non-practitioner.

41 That process of figuring out is described in the affidavit I filed and served to support SUM 3000 and SUM 2991, '*Plaintiff; Mohamed Mustafa Mahmoud Helmy; 2nd; 28.06.2021*' ('my/Plaintiff's 2nd Affidavit').

APPLICATION OF RELEVANT PRINCIPLES TO CIRCUMSTANCES

42 The Defendant effectively held or wished to hold any meaningful recourse to the Rules of Court by the Plaintiff in abeyance. In other words, the possibility for a fair trial would have been disallowed.

43 The time for close of pleadings in an action should have been certain. Until I understood the attempt at trial by ambush, I was stuck in a stalled mechanism, imposed by the Defendant, and for which I could find no precedent in Singapore. It is not as Lord Willberforce and Lord Scarman had said, if points of law are tried before and instead of first finding the facts, is ‘too often treacherous short cuts. Their price can be delay, anxiety, and expense’.⁴ It is that I do not even know what is being tried here, points of law, facts, ‘and/or’ both.

44 With regards to SUM 2650: How am I to present the Court with bundles of authorities or bundles of documents or meaningful legal arguments that are *the ones relevant to the hearing – if I do not know what the hearing is about?*

45 What the hearing might be about may come in the form of ‘relevant legal submissions by solicitors’ as mentioned in the Affidavit by Goh. But I do not have those at the time of writing. Those may come in the hearing.

⁴ *Tilling v Whiteman* [1980] AC 1; [1979] 1 All ER 737 HL; cited in *MBf Capital Bhd & Anor v Tommy Thomas & Anor* [1997] 3 MLJ 395; and cited in; *Federal Insurance Co v Nakano Singapore (Pte) Ltd* [1991] 2 SLR (R) 982 at [25].

46 In the following paragraphs, I summarise what I believe may be relevant facts and legal arguments pertaining to the applications under discussion. It is important to note, however, that ‘the applications under discussion’ appear to be the entirety of the case. Because the issues are not defined. Because the Defendant held his defence ‘in abeyance’ to strike out the action.

47 To the best of my ability, I link facts and legal arguments in my own claims and other issues I am able to discern, by disclosure or otherwise, in HC/S 413/2021 and applications thereunder.

48 I could not prepare a bundle of authorities because I suspect there can be none under the circumstances – I do not know what the Defendant’s issues are because he withheld that information from me, apparently to surprise me with it in the hearing.

49 Legislation is listed below. Case citations are in footnotes because I suspect there can be no precedent (except perhaps one I came across, perhaps in MLJ, about a land plot, and which I assume was mentioned as a joke. The action was struck out because the defendant did not file a defence, if I remember correctly). The cases are cited for a relevant pronouncement, or to compare and contrast with the present proceedings by extrapolation only.

Why were pleadings held in abeyance by the Defendant but under O. 18, r. 19?

50 As I argue in my 2nd Affidavit, I believe there can be no justifiable reason for the Defendant to hold a defence (or defence and counterclaim) ‘in abeyance’ under O. 18, r. 19. The Rules of Court would allow the Defendant to address issues governed by O. 18, r. 19 expeditiously, in part or *in toto*, and before trial – *with pleadings*.⁵ Otherwise, the application should have been made under O. 18, r. 22.

51 I believe reasons why the Defendant held a defence ‘in abeyance’ may include illegality of work-related activity, fraud, forgery of official documents, and negligence by the Defendant. How to prevent the evidence from coming to trial? I believe the answer to that question is, in inverted terms of justice, ‘to focus on the specific purpose of the application and not the cause of the pending proceedings’.⁶ Which is exactly what Mr. Ang did, in writing, and repeatedly.

52 Mr. Ang had sent me a letter accusing me of defamation for doing my duty to Singapore, dated 25 March 2021, with ‘FINAL DEMAND’, ‘firm instructions to take appropriate legal action’, *etc.*, and which I ignored because it had no factual basis (the Letter is in the Affidavit by Goh). In paragraph 2 of that letter, Mr. Ang applied strict legislative and procedural standards to the reply I had sent him. I

⁵ *V Nithia (co-administrix of the estate of Ponnusamy Sivapakiam, deceased) v. Buthmanaban s/o Vaithilingam and another* [2015] 5 SLR 1446 at [36]. The Court of Appeal emphasised that pleadings serve to uphold the rules of natural justice.

⁶ *The “Nasco Gem”* [2014] 2 SLR 63 at [16]; *Telecom Credit v Midas United Group Ltd* [2019] 1 SLR 131 at [18]; and *Lin Jianwei v Tung Yu-Lien Margaret and another* [2021] SGCA 67 at [57].

understand Mr. Ang's argument was (and to paraphrase for brevity and clarity): since you did not deny that NTU had dismissed your report in a few derogatory lines, therefore you are guilty. In my reply, I actually *had* denied any claims to a non-farcical investigation by NTU, just not in the manner prescribed by common law. I wondered at the time: What is Mr. Ang suggesting here? Would he stand up in Court and say: 'The Defendant did not, in a casual email, explicitly traverse a claim by our client that his report was dismissed, therefore he is guilty'?

53 Does Mr. Ang not hold his clients nearly to the same standards he held me? Why did the Defendant not file a defence traversing all my allegations, one by one, simply and finally, since '[s]imply put, there is no truth to the matters alleged in the Publications'? (*N.B.* The 'matter' in said 'Publications' is more accurately termed 'data').

Did the Defendant default on pleadings by mistake?

54 Rajah & Tann are regional leaders in the field with a global reputation. I think the answer is 'no'.

Was the Plaintiff treated fairly by Mr. Ang and Mr. Zhu?

55 Referring to the Legal Profession Act (Chapter 161), Legal Profession (Professional Conduct) Rules 2015, I believe I have not been treated fairly.

56 It appears to me that issuing a summons under O. 18, r. 19 while holding a defence (or defence and counterclaim) 'in abeyance', is a breach of Legal Profession (Professional Conduct) Rules 2015, 9. (2) (f).

57 The rule mentioned above would also apply to other communication from Mr. Ang. For example, declaring an irregularity a nullity.

Could SUM 2650 have been made with just cause?

58 I cannot see how that may be possible. Especially after Mr. Ang requested an ‘urgent pre-trial conference’ to strike out the trial and I was to reply in less than 19 hours.⁷

Is good faith apparent in NTU’s conduct since I submitted the report on bullying and misconduct by RM?

59 I think the answer is ‘no’.

Is good faith apparent in actions taken by the Plaintiff?

60 I reiterate what the Registrar at the Employment Claims Tribunals said, that I always ‘extended the gentleman’s hand’. I reiterate that that is why ‘reinstatement’ is a remedy prayed for in HC/S 413/2021. I still hoped that, with the Court’s guidance, conciliation might be possible and desirable.

61 After I filed and served my Statement of the Claim, I sent an email to Mr. Ang. I hoped to communicate that, regardless of harshly worded and fictitious ultimatums, I placed my trust in him. We were now at the Supreme Court, and he

⁷ *Nirumalan K Pillay v A Balakrishnan* [1996] 2 SLR(R) 650 at [9]. Selvam J stated that ‘The purpose of pleadings is not to confuse but to give fair notice with clarity so that the opponent may present the relevant law and evidence on the issue which affects him’.

is an Officer of the Court. I was preparing to fight a fair fight *on evidence*. I did not at all expect the Rules of Court to be used against me in a manner, the description of which I believe is contumelious.

62 In another exchange, I emailed the Registry *and* Mr. Ang and Mr. Zhu, together. In addition to a query on a procedural matter, I believe my communication may have been understood, in good faith, to also mean 'I am ready and willing to liaise on our Written submissions'. Mr. Ang responded by informing me that he 'took it' I had addressed him erratically, and remarked that he is the Defendant's lawyer. I replied to him explicitly saying I am ready and willing to liaise on our Written submissions.

63 About 27 hours later, Mr. Ang sent me a letter proposing a special half-day hearing. The reason given was that the correspondence he had just accused me of sending him erratically was somehow responded to by directions from the Registry. I rejected Mr. Ang's proposal because I did not know if Mr. Ang intended to make use of provisions allowed for in Practice Directions and Rules of Court under 'special' hearings. Mr. Ang sent yet another letter to the Civil Registry to request a special hearing, and another letter to myself separately, and in both collectively, used the following words: '...various irregular and procedurally incorrect documents...ostensibly...stem from a misconception of what a special half-day hearing is...You have misconstrued our letter...you disagree with this sensible and reasonable proposal...'.
.

64 As it turned out, the hearing fixed for 14 July was *already* allowed more time to begin with. As I had earlier written to Mr. Ang, I had no doubt in the Court's decision for matters to be discussed and their nature of the hearing fixed.

Substantive and procedural matters

65 I humbly ask the Court: Is an application under O. 18, r. 19(1)(a), (b), 'and/or' (d), but without pleadings, and supported by affidavit evidence which may or may not have been adduced to show no cause of action, regular and procedurally correct?

66 In yet another email, I sent a notice of intention to refer to the Registry, Mr. Ang, and Mr Zhu, as soon as I realised I should do so – as a formality. The substance is very lucid. I believe it may not be worthwhile to *separately* consider endorsements in the same suit, where one is for an application to strike out, and the other is for judgement on default?

67 On receiving the Registrar's Notice for video conferencing, I replied right away saying I need to attend physically please. Shortly after that, Mr. Zhu sent me a letter asking why I could not use any internet connection and device just anywhere, and berating me for informing them of 'hearing arrangements' so near to the hearing. This from the solicitors who proposed a pre-trial conference to strike out the action within less than 24 hours. In my reply to Mr. Zhu, I mentioned that I still did not know if the Defendant would be filing a Response affidavit. He did not reply.

68 I have always expressed my intention to the Defendant in a clear, honest, and timely manner.

69 The 'relevant legal submissions' in the Affidavit by Goh are, I believe, a clear indication of intent. Right from the very start, before SUM 2650 was actually filed, the Defendant was planning to deny my access to justice in a trial by ambush.

Can the Defendant have any justifiable reason to hold the defence in abeyance?

70 I believe the answer is 'no', for reasons mentioned above, such as recourse to other Rules of Court, whatever the issue is.

71 The Defendant did not give a clear reason why Defence should be held in abeyance. The Court of Appeal stressed that '*Prima facie*, if no excuse is offered, no indulgence should be granted'.⁸

72 The length of stay is unknown, indefinite, or otherwise until the action is struck out.⁹

73 The conduct of the applicant (or, according to the applicant in the present proceedings in the Affidavit by Goh, the Defendant, and/or the Defendant (*sic*), and/or the Plaintiff). As time went by with increasingly confusing and contradictory

⁸ *Revisi v Prentice Hall* [1969] 1 WLR 157 at 160.

⁹ *Gatti v Shoosmith* [1939] Ch 841.

communication, it did not inspire me with confidence, trust, and the feeling of reciprocal civility.¹⁰

74 The Solicitor(s) assumption is that the Court's power to not only extend time, but also indefinitely, will be exercised in their favour.¹¹

75 I believe the Defendant disregarded fundamental Rules of Court with the intention of preventing the case (and associated evidence) from coming to trial.¹²

76 The High Court emphasized an approach to the administration of justice which 'puts into the equation' interests other than the litigants'. Well, the Defendant *did* call himself the Plaintiff. And NTU (the Defendant *cum* Plaintiff) and their Solicitors demanded a 'pre-trial conference' for *their* application, and immediately. And so, the High Court's pronouncement is applicable to the present proceedings in that time and resources for adjudication are 'lopsidedly hogged' by the Defendant

¹⁰ *Malaysia Building Society v Lim Kheng Kim* [1988] 3 MLJ 175 at 184; *Ban Huat Seng v Leh Peh Soo* [1967] 1 MLJ 145 at 147; and *Hytrac Conveyors v Conveyors International* [1982] 3 All ER 415.

¹¹ *Smeth v Secretary of State for the Environment* The Times, 6 July 1988.

¹² *Arbuthnot Latham Bank v Trafalgar Holdings* [1998] 1 WLR 1426 at 1436; [1998] 2 All ER 181 at 191-192; *Choraria v Sethia* [1998] 142 SLJB 53; and *Grovit v Doctor* [1997] 2 All ER 417 at 424.

(*cum* Plaintiff), and holding defence ‘in abeyance’ under O. 18, r. 19 is prejudice to the due administration of civil justice and the Court-documented Plaintiff.¹³

77 The time for submission of pleadings by the Defendant is a Rule to be observed. By holding the defence ‘in abeyance’, the Defendant effectively denied the Plaintiff’s access to justice. This breach by the Defendant causes prejudice to the Plaintiff and disrupted the administration of justice. The Defendant did not cooperate with the Plaintiff to agree on new time limits – the Defendant made urgent, successive, and inappropriate demands and changes to hearings, taking tactical advantage of the Plaintiff’s precarious position as litigant in person with no access to eLitigation, and as (currently) a visitor in Singapore. The Plaintiff expressly rejected the Defendant ‘holding defence in abeyance’ in the Plaintiff’s first and all subsequent responses to the Defendant’s application SUM 2650.¹⁴

78 Why did the Defendant not apply under O. 18, r. 22? ‘It will be unsuitable where there are likely to be serious disputes on questions of fact...It is of vital importance that where such an order [pursuant to O. 18, r. 22] is required it should be made absolutely clear what is the controversy between the parties upon which the court is asked to adjudicate or determine; and in the normal case, the issues should be clearly defined and definitely formulated’; and ‘Application under this rule [O. 18, r. 22] should be made by summons and be made promptly. The issues

¹³ *Lea Tool and Moulding Industries Pte Ltd v CGU International Insurance Plc* [2000] 3 SLR(R) 745 at [15].

¹⁴ *Mortgage Corporation Ltd v Sandoes, Blickhorn & Co and Gibson* [1996] TLR 751.

between the parties should be formulated or some other satisfactory reason advanced for dispensing with pleadings or further pleadings'.¹⁵ Had this been done, we would not be in the mess we are now. However I suspect this very mess was the purpose of SUM 2650.

May the Defendant's application to strike out the action under O. 18, r. 19 but without pleadings be cured?

79 I believe the answer is 'no'.

80 As Chao Hick Tin JC held, failure of the Defendant to state the sources and grounds of information and belief in the Affidavit by Goh and which supported the application to strike out is a 'defect of fundamental nature' which may not be cured.¹⁶

81 The Defendant did not 'properly enter through the front door' of O. 18 and other Rules of Court, and so 'should not be allowed to enter through the back door of O. 2, r. 1', as Slade LJ put it; and as Karthigesu JA later affirmed, 'O. 2, r. 1

¹⁵ *Singapore Civil Procedure 2020*, Volume I (2019) Honourable Supreme Court Justice Chua Lee Ming and the Executive Director of Singapore Judicial College Paul Quan, eds., Singapore Thomson Reuters Corporation Pte Ltd. (page 368).

¹⁶ *Dynacast (S) v Lim Meng Siang* [1989] 2 SLR(R) 226; [1989] 3 MLJ 456 at 460.

cannot be used as a back door to correct an irregularity which would otherwise not be curable'.¹⁷

82 Sir Roger Ormrod did not think it would be a proper exercise for the court to put right mistakes of a party's solicitors and where the nature of the default is egregious and involves a 'mockery of the rules', in the words of Jeffrey Pinsler.¹⁸

83 James Foong J stated that non-compliance with a basic requirement of an Order of the Rules of Court and which goes to the 'heart and core of the matter' may not be rectified.¹⁹

84 It is not clear how the Defendant may have sought a Court decision or finding based on facts not pleaded.²⁰

85 Prejudice to the party (the Plaintiff in the present case) invalidates a cure under O. 2, r. 1 for failure of a party (the Defendant in the present case) to comply with the Rules of Court.²¹

¹⁷ *Leal v Dunlop Bio-Processes* [1984] 1 WLR 874 at 885; and *The Pacific Wisdom* [1998] 3 SLR(R) 389 at [31].

¹⁸ *Camera Care Ltd v Victor Hasselblad Aktiebolag* [1986] 1 FLTR 348; cited from 'The Effect of Non-Compliance with the Rules of Procedure: A Survey of Recent Cases', *Singapore Journal of Legal Studies* (1993), page 192.

¹⁹ *Bank of Commerce v Tanjung Petri Enterprise* [1992] 2 MLJ 322.

²⁰ *Multi-Pak Singapore (in receivership) v Intraco* [1992] 2 SLR(R) 382; affirmed by the Court Appeal in the same case [1993] 1 SLR(R) 220.

²¹ *Metroinvest Ansalt v Commercial Union* [1985] 1 WLR 513.

86 The Defendant's application SUM 2650 was to strike out the Plaintiff's pleadings under O. 18, r. 19 but while holding a defence (or defence and counterclaim) 'in abeyance'. The Court of Appeal held that a cure for the contravention of the specific provisions to extend time provided by O. 3, r. 4 may not be exercised under O. 2, or that O. 2 'must be read subject to O. 3, r. 4(3) and r. 4(5).'²²

87 The Court of Appeal ruled that a court may not raise issues not brought up by the parties in their pleadings or otherwise.²³ The Defendant deliberately withheld the issues (if any) from the Plaintiff until they may perhaps be presented during a hearing.

88 It was reiterated that 'It is trite that deficient pleadings may not be cured by the evidence in an affidavit and other form'. In SUM 2650, the Affidavit by Goh is scandalous as well as deficient, and pleadings are absent altogether.²⁴

89 MPH Rubin J said that 'It is a settled principle of law that parties stand by their pleaded case and any defect in the pleadings cannot be cured by any averments in affidavits, let alone an oblique reference in counsel's closing speech'.²⁵

²² *Wee Soon Kim Anthony v UBS AG* [2005] SGCA 3 at [29].

²³ *Yap Chwee Khim v American Home Assurance* [2001] 1 SLR(R) 683.

²⁴ *Bumi Geo Engineering Pte Ltd v Civil Tech Pte Ltd* [2015] 5 SLR 1322 at [56].

²⁵ *Abdul Latif bin Mohammed Tahiar (trading as Canary Agencies) v Saeed Husain s/o Hakim Gulam Mohiudin (trading as United Limousine)* [2003] 2 SLR(R) 61 at [7].

90 A cure for the Defendant's application to wholly strike out the Plaintiff's claim under O. 18, r. 19 but without pleadings would result in prejudice to the Plaintiff. The nature of the error, an application by the Defendant for a trial without further pleadings but made under O. 18, r. 19, is of a serious and fundamental nature which may not, in principle, be validated. The mandatory nature of rules under O. 18 and O. 3 breached by the Defendant may be construed as excluding a cure. The Plaintiff's fundamental right to pleadings, to not being surprised, or to a fair trial were denied by the Defendant's application SUM 2650. The Rules of Court for pleadings and extension of time are, I believe, sufficiently comprehensive to govern non-compliance. The breach appears to have been an act of wilful non-compliance by the Defendant.²⁶

91 A cure for SUM 2650 is injustice to the Plaintiff.²⁷

92 It was stated that 'The rules of court must *prima facie* be obeyed, and in order to justify a court in extending the time during which some step in procedure requires to be taken, there must be some material upon which the court can exercise its discretion. If the law were otherwise, a party in breach would have an unqualified

²⁶ *OCBC v Measures* [2002] 2 SLR (R) 684.

²⁷ *OCBC v Measures* [2002] 2 SLR (R) 684; reiterating the principle established in *Harkness v Bell's Asbestos and Engineering* [1967] 2 QB 729 at 835; that 'Every omission or mistake in practice or procedure is henceforward to be regarded as an irregularity which the court can and should rectify so long as it can do so without injustice'.

right to an extension of time which would defeat the purpose of the rules, which is to provide a timetable for the conduct of litigation'.²⁸

May the Defendant claim irregular and so ineffective proceedings?

93 It was held that a party, such as the Defendant in the present proceedings, may not ignore defects in the proceedings in the hope that those defects will render the proceedings ineffective.²⁹ Notably in the present proceedings, the Defendant's solicitors appeared to have planned to surprise the Plaintiff.

Admissible evidence in the trial of an interlocutory proceeding – which finally disposes of the rights of a party

94 Lord Alverstone CJ, sitting in the Court of Appeal said: 'It seems to me that the real test for determining this question ought to be this: Does the judgement or order, as made, finally dispose of the rights of the parties? If it does, then I think it ought to be treated as a final order; but if it does not, it is then, in my opinion, an interlocutory order'.³⁰

95 As an application to wholly strike out the Plaintiff's claims, SUM 2650 may not be an interlocutory proceeding.³¹

²⁸ *Thamboo Ratnam v Thamboo Cumarasamy* [1965] 1 WLR 8 at 12.

²⁹ *Metroinvest Ansalt c Commercial Union* [1985] 1 WLR 513 and *The Melati* [2004] 4 SLR(R) 7.

³⁰ *Bozson v. Altrincham Urban District Council* [1903] 1 KB 547.

³¹ *Lin Jianwei v Tung Yu-Lien Margaret and another* [2021] SGCA 67.

96 What evidence exactly *was* adduced in the Affidavit by Goh? Substantially, I believe the answer is: the Plaintiff is contractually not entitled to damages. This is only true if there had been no illegality; or in other words, if the contract was outside any known jurisdiction. The rest of the content is mostly scandalous, irrelevant, or both.

97 Is evidence adduced in the Affidavit by Goh sufficient and to a degree of completeness to allow for Mr. Ang's 'proper and expeditious conduct of SUM 2650'?

May the Defendant claim costs for SUM 2650?³²

98 In the absence of pleadings, and in the absence of any process prescribed by the Rules of Court where no pleadings are *allowed*: I wonder if the Defendant is allowed to claim costs at all? Is the claim for costs on SUM 2650 an error? Or was it an accessory device in the trial by ambush?

Admission by the Defendant³³

99 Facts stated in the plaintiff's statement of the claim are taken to be admitted by the defendant.³⁴

³² Civil Law Act (Chapter 43), 3. (c).

³³ Evidence Act (Chapter 97) 19 and 20.

³⁴ *Smith v Buchan* [1888] 58 LT 710; and *Young v Thomas* [1892] 2 Ch 134; cited in *Phonographic Performance Ltd v Maitra & Ors (Performing Right Society Ltd intervening)* [1998] 2 All ER 638.

100 It was ruled that allegations of fact are deemed to be admitted if not traversed. In the present proceedings, the Defendant is in default of pleadings.³⁵

101 There is thus at the close of pleadings an implied joinder of issue on the pleading last served (see O 18 r 14(2)(a) of the Rules)

102 The Court of Appeal stated that ‘There is thus at the close of pleadings an implied joinder of issue on the pleading last served (see O 18 r 14(2)(a) of the Rules)’.³⁶ The absence of a defence (or defence and counterclaim) by the Defendant in the present proceedings may be deemed an admission to allegations made by the Plaintiff in his Statement of the Claim.

Grounds for striking out the Affidavit by Goh³⁷

103 I objected to the Affidavit by Goh in my 1st Affidavit; at that time I was still under the impression that the Affidavit by Goh is some sort of pleading in some sort of originating process. I now understand that the Affidavit by Goh for SUM 2650 was filed *as if* an interlocutory proceedings but which was made to finally dispense with the right of the Plaintiff.

104 An interlocutory application under O. 18, r. 19 is not an interlocutory proceeding within the meaning of O. 41, r. 5(2) since, in the present proceedings, it

³⁵ *Perwira Habib Bank (M) v Penerbitan ASA* [1998] 5 MLJ 297

³⁶ *Obegi Melissa v. Vestwin Trading Pte Ltd* [2008] 2 SLR(R) 540 at [13].

³⁷ Penal Code, Chapter 224, 199, 200, 202, and 204A

is an application which will determine the rights of the Plaintiff. As such, the Affidavit by Goh, which is untested, may not be used to support SUM 2650.³⁸

105 It was held that an averment on affidavit which may cause documents to be withheld from a trial, and thus undermine the course of justice, is without merit.³⁹

106 The grounds for an application under O. 18, r. 19 must be specified. In SUM 2650, the grounds are obfuscated and withheld.⁴⁰

107 The Affidavit by Goh is inappropriate and unnecessary because it is irrelevant to SUM 2650 under O. 18, r. 19(1)(a) 'and/or' other Rules under O. 18, r. 19(1).⁴¹ In addition to the fact that it was filed without pleadings by the Defendant.

108 No evidence is admitted when the only ground of an application under O. 18, r. 19 is that the pleading discloses no cause of action. In the present proceedings, it is not clear if evidence in the Affidavit by Goh was adduced for that purpose 'and/or' another.⁴² O. 18, r. 19 may not be used where examination of documents

³⁸ *HSBC Trustee (Singapore) Ltd v. Lucky Realty Co Pte Ltd* [2015] 3 SLR 885 at [93].

³⁹ *Wee Soon Kim Anthony v UBS AG* [2005] SGCA 3 at [21].

⁴⁰ *Williamson v London etc* [1879] 12 ChD 787 at 790; applied in *Dr Leela Ratos & Ors v Anothony Ratos s/o Domingos Ratos & Ors* [1996] 3 MLJ 167.

⁴¹ *A-G of Duchy of Lancaster v London and North Western Railway* [1892] 3 Ch 274.

⁴² *Republic of Peru v. Peruvian Guano Co* [1887] 36 ChD 489 at 498; and *Noor Jahan bte Abdul Wahab v. Md Yusoff bin Amanshah & Anor* [1994] 1 MLJ 156.

and facts is required to establish if the plaintiff has a cause of action. It is not clear if SUM 2650 disputes facts in the Plaintiff's Statement of the Claim.⁴³

109 Affidavit evidence is inadmissible where the only ground of an application under O. 18, r. 19 is that the action is unlikely to succeed. In the present proceedings, it is not clear if evidence in the Affidavit by Goh was adduced for that purpose 'and/or' another.⁴⁴

110 The Defendant has deliberately ignored Rules of Court, and so any merit to the Affidavit by Goh might be scrutinised.⁴⁵

111 An action in court made by a party to discredit another is an abuse of the process of court, such as the Affidavit by Goh supporting SUM 2650.⁴⁶

112 The Affidavit by Goh is scandalous and irrelevant material which may be ordered to be taken off file.⁴⁷

⁴³ *Wenlock v. Moloney* [1965] 1 WLR 1238; [1965] 2 All ER 871, CA (Eng); and *Gabriel Peters & Partners (suing as a firm) v Wee Ching Jin & Ors* [1997] 3 SLR(R) 649.

⁴⁴ *Tan Eng Khiam v Ultra Realty Pte Ltd* [1991] 1 SLR (R) 844.

⁴⁵ In contrast, see *Awyong Shi Peng v Lim Siu Lay* [2007] 2 SLR (R) 225.

⁴⁶ *Lonrho v Fayed (No 2)* [1992] 1 WLR 1.

⁴⁷ *Rossage v Rossage* [1960] 1 WLR 249; [1960] 1 All ER 600; and *Wong Yit Shing v Sim Teow Gok & Co (sued as a firm)* [1994] 2 SLR (R) 713.

Trial by ambush⁴⁸

113 I believe a case of trial by ambush may be established beyond reasonable doubt. The Defendant inhibited the Plaintiff from recourse to the Rules of Court, until his action is struck out, by concealing the issues till the date of hearing. This was effected by SUM 2650, under O. 18, r. 19 but without pleading. In other words, SUM 2650 makes use of suspended pleading(s) in O. 18, r. 22, for unspecified reasons borrowed from O. 18, r. 19. At the same time, strict instructions in O. 18, r. 22 to clearly and promptly state the issues were ignored by the Defendant.⁴⁹

Did the Plaintiff in any way waive his right to file and serve an application and request for judgment on default of pleadings?⁵⁰

114 I did not and do not waive that right. I objected to SUM 2650 promptly, if in the wrong form, though I have reason to believe it may be deemed appropriate: Letters or documents stating matters for consideration may be submitted by parties after court orders to define the issues between parties in a trial without (further) pleadings, O. 18, r. 22.⁵¹ As such, the Plaintiff did submit such a communication in response to the Defendants' application, SUM 2650, though even without an order, and even though the Defendant's solicitors should have made an application under

⁴⁸ Administration of Justice (Protection) Act 2016 (No. 19 of 2016), 4. (1) (a) (b).

⁴⁹ As mentioned elsewhere, I *did* make a 'return' statement to the Defendant's erratic O. 18, r. 19-22 chimera. Twice. I clarified as best as I could any 'issues' which may have been in question, and reiterate that I now believe there were none. In any case, the Defendant did not respond.

⁵⁰ Interpretation Act (Chapter 1), 41A(1).

⁵¹ *Buchanan & Co v London & Provincial Marine Insurance Co* [1985] 65 LJ QB 92.

O. 18, r. 22 to begin with, if admission under O. 18, r. 19 posed as an issue. The Defendant did not answer back or in any way clarify his position. And in further support of the same, further pleadings may be dispensed with by a letter from the plaintiff to the defendant stating the points to be tried.⁵² I do not think that was necessary, it was a response to the application made by the Defendant, SUM 2650, in an abuse of Court process. I believe the points to be tried were apparent in my Statement of the Claim. Nevertheless, Mr. Ang was very quick and definitive in calling the documents I had submitted (Defence and Memorandum of Appearance to Counterclaim) a ‘nullity’. I wonder why Mr. Ang did so, should reasons beyond the Rules of Court be required.⁵³

115 The erratic nature of the application by the Defendant’s solicitors to strike out the Plaintiff’s claim without any pleadings by the Defendant cannot be waived by the Plaintiff.⁵⁴

116 An interlocutory application for judgement on default of defence may be referred to a registrar to assess the amount the plaintiff is entitled to.⁵⁵

⁵² ‘Proceedings’ for the purposes of O. 2, r. 1 include informal court applications. See *Re Pritchard (dec’d)*, *Pritchard v Deacon* [1963] Ch 502; [1963] 2 WLR 685; [1963] 1 All ER 873.

⁵³ The Defendant declared a Court submission by the Plaintiff a ‘nullity’ which cannot be tested against the threefold classification by Danckwerts LJ and Upjohn LJ.

⁵⁴ *Wee Soon Kim Anthony v UBS Ag & Ors* [2005] SGCA 3.

⁵⁵ *Charles v Shepherd* [1892] 2 QB 622; and *Real Marble Works Sdn Bhd v The Khoon Chuan Trading Sdn Bhd* [1999] 6 MLJ 140.

117 Submissions filed by the Plaintiff prior to the Plaintiff's application and for judgement for default of pleadings by the Defendant are not a waiver because in these submissions the Plaintiff objected to the injustice of the Defendant's application to strike out while holding a defence (or defence and counterclaim) 'in abeyance'.⁵⁶

118 It was held that a default of pleadings by the defendant regardless of other actions, such as holding 'in abeyance' in SUM 2650, may be irregular, and similarly an application for judgement on default of pleadings, such as SUM 3000, may be regular.⁵⁷

119 A default judgement is good and enforceable unless and until an application to set aside is made by the defendant, keeping in mind that in the present suit, the Defendant is holding defence (or defence and counterclaim) 'in abeyance' but under O. 18, r. 19.⁵⁸

120 Neither the summons nor the Affidavit by Goh stated the grounds for the Defendant's objection to my Statement of the Claim. The High Court held that absence of a statement of the grounds of objection is 'not a mere irregularity...'. This is explained by that O. 19, r. 9 gives the court a discretion not only to set aside

⁵⁶ *Rein v Stein* [1982] 66 L T 469 per Cave J at 471.

⁵⁷ *Muhammad Yusoff Shah bin Khmamarudin v Muhammad Taufiq Abdul Halim* [2021] SGHCR 3 at [60]-[69].

⁵⁸ *Isaacs v Robertson* [1984] 3 All ER 140; [1985] AC 97; [1984] 3 WLR 705; approved in *Pembinaan KSY Sdn Bhd v Lian Seng Properties Sdn Bhd* [1991] 1 MLJ 100.

the judgement but also to vary it, and so the circumstances concerning the objection ought to be before the court.⁵⁹

121 The Plaintiff's first response to the irregular application by the Defendant was made in honesty as well as confusion, does no injustice to the Defendant, and included prayers for a just determination of the substantive issue, namely, apparently illegal activity at NTU.⁶⁰

122 Bowen LJ thought it 'a well established principle that the object of the courts is to decide the rights of the parties, and not to punish them for mistakes they make in the conduct of their cases by deciding otherwise than in accordance with their rights'.⁶¹

123 The Plaintiff prays not to be punished for not immediately recognising that the Defendant is in default of pleadings.

Other significant issues which may be related to the hearing 14 July

124 As mentioned above, I do not know what the issues are because the Defendant is in default of pleadings, but in an abuse of the process of Court, simultaneously appeared to prohibit me from moving forward with a fair trial. Is my task to defend my right to judgement on default, given by O. 19 of the Rules of

⁵⁹ *Zulkifli Baharudin v Koh Lam Son* [1992] 2 SLR(R) 369 at [10]-[11].

⁶⁰ *Ismail v Tan Sri Haji Osman Saat* [1982] 2 MLJ 133; and *Shamugam v Pappah* [1994] 1 MLJ 144.

⁶¹ *Cropper v Smith* [1884] 26 Ch D 700 and 710

Court? In anticipation of further embarrassment by the Defendant, may it please the Court, I have done so.

125 Bates had instructed me to show evidence of RM's misconduct *in publications*. In other words, Bates' denied his responsibility, obligation, and chose not use the power granted to him by NTU policy, to investigate practical procedures and laboratory records.

126 Interestingly, this narrow view of what constitutes research misconduct, notably from a 'Research Integrity Officer', is *exactly* the view held by NTU President and CEO, Subra Suresh, and which he expressed frequently, insistently, and unequivocally in multiple publications and fora.

127 Ms. Chong seemed to have argued during that one meeting we had, and in which she threatened me with retaliation, that there was nothing illegal nor particularly unethical about killing dozens of animals for no scientific reason and without anaesthesia. In the letter I sent to NTU Leadership after that meeting, on her request, I explained why it is illegal under Singapore law to kill animals for no scientific reasons and using inhumane methods. I also appealed to my addressees to consider the impact on the worker for carrying out such orders under duress.

128 After termination, NTU consistently argued that 'there is nothing wrong with our actions'. I may present evidence (in trial, not in an application pretending to be a trial) of actions taken by NTU staff: these actions are not in line with Singapore legislature, and are defined in the Penal Code.

129 My concern is a civil matter, and I humbly pray for damages to be assessed.

130 But since I do not know what issues will be brought up in the hearing, I believe I need to briefly address the central issue of HC/S 413/2031 which is illegality. Again, due to the unknown, amorphous, or obfuscated nature of issues in dispute or absence thereof imposed by the Defendant, the coherent structure prescribed by the Practice Directions may not be implemented.

131 In the paragraphs below, I summarise salient illegal actions taken against me by NTU.

132 In the Affidavit by Goh, false and harmful allegations against me are made, without the possibility of an evidence to support those allegations. Notably, Mr. Goh accuses me that I somehow dared to accuse 'various branches of the Singapore government' of conspiracy. I refused to engage in such provocative, insulting, and distractive arguments, and hope to sustain that position.

133 I note that the letter I received in my place of residence, after I invited Investigating Officer Si Kang Bee Yan and two of her superiors to visit me, was written in consultation with the Attorney General. Since the Attorney General is informed, the allegations made against me in the Affidavit by Goh are inconsequential.

134 May it please the Court, should the Court wish I present evidence of apparently illegal or highly unethical activity by NTU staff against the students of Singapore and the taxpayers of Singapore, I am always at the disposal of anyone serving Singapore.

REVISITING THE ISSUES

135 I believe my position was and is clear: I should not have been ordered to engage in illegal and unethical activity at NTU, forced to make an official report, humiliated, apparently conspired against, then summarily dismissed. I should not have been threatened with prosecution on termination and after termination, for doing my duty, and made to suffer extortion and further deceit.

136 I believe the Defendant's position is that there is no issue.

137 To the best of my knowledge, the Court procedure the Defendant chose is to 'hold Defence in abeyance' under O. 18, r. 19 and in the absence of, for example, a provision in the Limitation Act; indeed, in the absence of any reason which was disclosed to the Plaintiff. Indeed, any reason was declared in the supporting Affidavit by Goh to be withheld. To the best of my knowledge, such a procedure is not recognised by Singapore legal references, and is perhaps unprecedented. What the references say, in no uncertain terms, is that such a procedure is a trial by ambush. In the present proceedings, I believe it is not possible to effect such a procedure without an assumption that the inherent powers of Court will be invoked in the Defendant's favour. Setting these procedural concerns aside for a moment: what could be considered substantial in the Affidavit by Goh?

138 With an 'even if' disclaimer to illegality (because there are no pleadings) the Defendant argued that the four corners of employment contract and damages implied therein is all that matters, if anything at all. This is also false.⁶²

⁶² Misrepresentation Act, (Chapter), 390, 2(1) and 3; and Unfair Contract Terms Act, Chapter 396, 1(1) and (4), 2(1), (2), and (3), 9(1) and (2), 11(1) and (5), 13(1)(a), (b), and (c), and 29.

ILLEGALITY

ANIMALS AND BIRDS ACT (CHAPTER 7, SECTION 80)

ANIMALS AND BIRDS (CARE AND USE OF ANIMALS FOR SCIENTIFIC PURPOSES) RULES

#15 – #19, pages 63 - 66

Illegality of animal experiments and regulation thereof at NTU

139 In my Statement of the Claim, I referred to guidelines and policies regulating animal research activity in Singapore and NTU. It is not immediately necessary to refer to those at present. The nature of the illegal work I was ordered to engage in is specifically and comprehensively covered by the legislation cited. In addition, please consider Penal Code (Chapter 224), **428**.

140 NTU Institutional Animal Care and Use Committee had a duty of care to prevent senseless and inhumane killing of animals at NTU Animal Research Facility, and to investigate my report on non-compliance by RM.

141 To grasp the nature of the falsification of the official document I was working under requires no more than some general knowledge, for example, that a genetically modified mouse is different from one that is not, or for example, which euthanasia methods are not associated with the highest measurable levels of pain and distress.

142 In addition, legislation provides that specific persons at NTU are responsible for the legal conduct of experimental work, the outcome of such work, and other matters such as training. For example, RM's lack of qualification and training to engage in animal surgery and failure to produce evidence where it is required to do so.

WORKPLACE SAFETY AND HEALTH ACT

(CHAPTER 354A)

#20 – 23, pages 67 - 68

and

BIOLOGICAL AGENTS AND TOXINS ACT

(CHAPTER 24A)

#24 – #26, pages 69 - 70

Exposure to harmful and potentially infectious in the course of work

143 RM demanded experimental techniques which are not only inhumane, but also often outdated, laborious, and simply put, messy. She withheld all information from me: it was to be “None of your concern.”

144 The genetically modified mouse I worked with was paradoxically approved by NTU Institutional Animal Care and Use Committee that it is not a genetically mouse. This mouse carries a protein with prion-like activity. Prions are agents of diseases like mad cow disease or Creutzfeldt–Jakob disease.

145 Additional precautionary measures are necessary in experiments. These are simple, cheap, with readily available apparatus, and very practicable. RM withheld information from me. I deduced the risk and implemented safety procedures to the best of my ability, did not inform RM, and reported to Lars Nordenskiöld as soon as I could. The Research Assistant, Shruti Suresh, was unaware of risk involved working with this mouse model. I did my best to persuade her of the need to be fully informed and adequately supervised.

COMPUTER MISUSE ACT

(CHAPTER 50A)

#27 - #28, pages 71 - 72

146 The device assigned to me and my NTU intranet access were blocked.

147 By blocking my access to the laboratory common folder, I could not access data to continue my work duties. I believe that was not the primary purpose. I had only looked at what concerns my immediate work, and this information is available from the data log. I believe the primary purpose was to prevent my access to material which, in line with my standard of ethics, I had *not* looked at. Perhaps other material may have been equally indicative of illegal and unethical activity.

148 I later found out that NTU maintained my email functional, long after my contract had been terminated. With access to my account, information sent to me was accessible but not to me, and information sent from my account would not have been from me. In other words, personal information may have been abused, and I

may have been impersonated. It was argued that the account is NTU property. I disagree.

149 In any case, NTU actions in this regard is in breach of the Computer Misuse Act.

PROTECTION FROM HARASSMENT ACT

(CHAPTER 256A)

#32 – 34, pages 75 - 76

150 I was and am being harassed by NTU and by person(s) alleging to work for NTU. NTU staff and their solicitors have behaved towards me and use words directed against me that were threatening, abusive, and insulting.

151 I was warned by NTU staff in several contexts but which did not apply to my circumstances and were apparently illegal. These communications were meant to or caused me to perceive harassment, alarm, and distress.

152 First NTU and later their solicitors sent me insulting, abusive, and threatening Letters of Demand threatening me for doing my duty to Singapore and the international academic community. These threats, which were expressed in *very* certain terms (page xx) were never followed up on; the intent of those Letters was to cause fear in me.

153 NTU and their solicitors have threatened me with prosecution on several occasions causing me alarm and distress. Inconsistent, false, and self-contradictory

communications were made to me, with urgency, and which caused me alarm and distress. I was insulted, deceived, and threatened, *against the law*, to be made to suffer financial damage, in addition to all the harm that has come to me from the Defendant and the Defendant's solicitors.

PENAL CODE

(CHAPTER 224)

#43 - #61, pages 81 - 88

154 RM's withholding any and all information from me to meet my duties and obligations *at all*, let alone competently and safely, is illegal. It is illegal under the Animals and Birds Act and other legislation governing such research activity mentioned above (please note again that I am not referring to any Singapore legally enforced guideline or NTU policy regulating further and specific breach by NTU staff).

155 Information which was withheld from me, and the farcical investigation at NTU in to illegal animal experiments and research misconduct *should not have happened to me* because other entities were meant to safeguard that interest.⁶³ One is Animal & Veterinary Services, I believe others also have a responsibility.

156 Critically, the official document regulating the research I was working under *should* have been a matter of scrutiny for Animal & Veterinary Services.

⁶³ It strikes me that it does not do really to call any NTU investigation into misconduct or bullying farcical, because a few derogatory lines do not appear to even try to be farcical.

Therefore, the fact that that document contains biological material not applicable for a known scientific purpose, is a violation of the rights of persons and entities required, obliged, or entitled to receive that document.

157 Falsities in the official document I was meant to work under are by no means limited to physiology, as I mention in my Statement of the Claim. Falsities include training-related information. Financial information in that document cannot be internally consistent, nor can it be reasonably justified given published by RM.

LEGISLATION

#	INTERPRETATION ACT (CHAPTER 1)
1	<p>Acts done under subsidiary legislation to be deemed to be done under Act</p> <p>26. An act shall be deemed to be done under any Act or by virtue of the powers conferred by any Act or in pursuance or execution of the powers of, or under the authority of any Act, if it is done under, or by virtue of, or in pursuance of, subsidiary legislation made under any power contained in the Act.</p>
2	<p>Reference to Act to include subsidiary legislation</p> <p>26A. Unless the contrary intention appears, a reference in any written law to an Act is to be construed so as to include a reference to any subsidiary legislation made under that Act.</p>
3	<p>Process for making applications to Court in civil proceedings</p> <p>41A. (1) Where any written law which provides for an application in any civil proceedings to be made to a Court</p> <p>(a) does not prescribe the process by which the application is to be made; or</p> <p>(b) prescribes that the application is to be made by way of a petition, a motion, an originating motion or a summons in chambers,</p>

that written law shall, in relation to any such application that is made thereunder on or after 1st January 2006, be deemed to require that the application shall be made

(ii) by way of a summons, if it is made in proceedings that are pending.

(2) Where pursuant to subsection (1) an application is made to a Court under any written law by way of an originating summons or a summons

(a) the application shall be made in accordance with the Rules of Court;

(b) the Court may give to the parties to the application such directions as the Court thinks just and expedient for the purpose of facilitating the progress of the application as an application made by originating summons or summons, as the case may be; and

(c) any provision in that written law which relates to the practice and procedure for making such an application and which is inconsistent with this section or with the Rules of Court shall, to the extent of the inconsistency, have no effect in relation to that application.

(4) Nothing in this section shall prevent any relief obtainable by way of an application to a Court under any written law from being included as one of the reliefs sought in a writ of summons by which an action is commenced before the Court.

#	EVIDENCE ACT (CHAPTER 97)
4	<p>Burden of proving fact to be proved to make evidence admissible</p> <p>106. The burden of proving any fact necessary to be proved in order to enable any person to give evidence of any other fact is on the person who wishes to give such evidence.</p>
5	<p>Admissions by persons whose position must be proved as against party to suit</p> <p>19. Statements made by persons whose position or liability it is necessary to prove as against any party to the suit are admissions if the statements would be relevant as against the persons in relation to the position or liability in a suit brought by or against them, and if they are made whilst the person making them occupies the position or is subject to the liability.</p>
6	<p>Admissions by persons expressly referred to by party to suit</p> <p>20. Statements made by persons to whom a party to the suit has expressly referred for information in reference to a matter in dispute are admissions.</p>
7	<p>Existence of course of business when relevant</p>

	<p>16. When there is a question whether a particular act was done, the existence of any course of business, according to which it naturally would have been done, is a relevant fact.</p>
8	<p>Things said or done by conspirator in reference to common design</p> <p>10. Where there is reasonable ground to believe that 2 or more persons have conspired together to commit an offence or an actionable wrong, anything said, done or written by any one of such persons, in reference to their common intention after the time when such intention was first entertained by any one of them, is a relevant fact as against each of the persons believed to be so conspiring, as well for the purpose of proving the existence of the conspiracy as for the purpose of showing that any such person was a party to it.</p>
9	<p>Facts necessary to explain or introduce relevant facts</p> <p>9. Facts necessary to explain or introduce a fact in issue or relevant fact, or which support or rebut an inference suggested by a fact in issue or relevant fact, or which establish the identity of any thing or person whose identity is relevant, or fix the time or place at which any fact in issue or relevant fact happened or which show the relation of parties by whom any such fact was transacted, are relevant in so far as they are necessary for that purpose.</p>

#	<p style="text-align: center;">SUPREME COURT OF JUDICATURE ACT (CHAPTER 322, SECTION 80) RULES OF COURT</p>
<p style="text-align: center;">10</p>	<p style="text-align: center;">ORDER 2</p> <p style="text-align: center;">EFFECT OF NON-COMPLIANCE</p> <p>Non-compliance with Rules (O. 2, r. 1)</p> <p>1. (1) Where, in beginning or purporting to begin any proceedings or at any stage in the course of or in connection with any proceedings, there has, by reason of anything done or left undone, been a failure to comply with the requirements of these Rules, whether in respect of time, place, manner, form or content or in any other respect, the failure shall be treated as an irregularity and shall not nullify the proceedings, any step taken in the proceedings, or any document, judgment or order therein.</p>
<p style="text-align: center;">11</p>	<p style="text-align: center;">ORDER 3</p> <p style="text-align: center;">TIME</p> <p>Extension, etc., of time (O. 3, r. 4)</p> <p>2. (1) Any period of time fixed by these Rules or by any judgment, order or direction for doing any act shall be reckoned in accordance with this Rule.</p> <p style="padding-left: 40px;">(3) Where the act is required to be done within or not less than a specified period before a specified date, the period ends immediately before that date.</p>

ORDER 18

PLEADINGS

Service of defence (O. 18, r. 2)

2.—(1) A defendant who enters an appearance in, and intends to defend, an action must, unless the Court gives leave to the contrary, serve a defence on the plaintiff before the expiration of 14 days after the time limited for appearing or after the statement of claim is served on him, whichever is the later.

Admissions and denials (O. 18, r. 13)

12 13. (1) Subject to paragraph (4), any allegation of fact made by a party in his pleading is deemed to be admitted by the opposite party unless it is traversed by that party in his pleading or a joinder of issue under Rule 14 operates as a denial of it.

Striking out pleadings and endorsements (O. 18, r. 19)

19. (1) The Court may at any stage of the proceedings order to be struck out or amended any pleading or the endorsement of any writ in the action, or anything in any pleading or in the endorsement, on the ground that —

(a) it discloses no reasonable cause of action or defence, as the case may be;

(b) it is scandalous, frivolous or vexatious;

(c) it may prejudice, embarrass or delay the fair trial of the action; or

(d) it is otherwise an abuse of the process of the Court, and may order the action to be stayed or dismissed or judgment to be entered accordingly, as the case may be.

(2) No evidence shall be admissible on an application under paragraph (1)(a).

(3) This Rule shall, as far as applicable, apply to an originating summons as if it were a pleading.

Close of pleadings (O. 18, r. 20)

20. (1) The pleadings in an action are deemed to be closed —

(a) at the expiration of 14 days after service of the reply or, if there is no reply but only a defence to counterclaim, after service of the defence to counterclaim; or

(b) if neither a reply nor a defence to counterclaim is served, at the expiration of 14 days after service of the defence.

(2) The pleadings in an action are deemed to be closed at the time provided by paragraph (1) notwithstanding that any request or order for particulars has been made but has not been complied with at that time.

Trial without pleadings (O. 18, r. 22)

22. (1) Where in an action to which this Rule applies any defendant has entered an appearance in the action, the plaintiff or that defendant may apply to the Court by summons for an order that the action shall be tried without pleadings or further pleadings, as the case may be.

	<p>(2) If, on the hearing of an application under this Rule, the Court is satisfied that the issues in dispute between the parties can be defined without pleadings or further pleadings, or that for any other reason the action can properly be tried without pleadings or further pleadings, as the case may be, the Court shall order the action to be so tried, and may direct the parties to prepare a statement of the issues in dispute or, if the parties are unable to agree to such a statement, may settle the statement itself.</p> <p>(3) Where the Court makes an order under paragraph (2) or where it dismisses an application for such an order, it may give such directions as to the further conduct of the action as may be appropriate, and Order 25, Rules 2 to 7 shall, with the omission of so much of Rule 7(1) of that Order as requires parties to serve a notice specifying the orders and directions which they desire and with any other necessary modifications, apply as if the application under this Rule were a summons for directions.</p>
13	<p style="text-align: center;">ORDER 19</p> <p style="text-align: center;">DEFAULT OF PLEADINGS</p> <p>Default of defence: Other claims (O. 19, r. 7)</p> <p>7. (1) Where the plaintiff makes against a defendant or defendants a claim of a description not mentioned in Rules 2 to 5, then, if the defendant or all the defendants (where there is more than one) fails or</p>

	<p>fail to serve a defence on the plaintiff, the plaintiff may, after the expiration of the period fixed under these Rules for service of the defence, apply to the Court for judgment, and on the hearing of the application the Court shall give such judgment as the plaintiff appears entitled to on his statement of claim.</p> <p>(3) An application under paragraph (1) must be by summons.</p> <p>Entry of judgment (O. 19, r. 8A)</p> <p>8A. Judgment shall not be entered against a defendant under this Order unless a request to enter judgment in Form 79A is filed with the judgment in Form 79.</p> <p>Relevance</p> <p>The Defendant failed to serve a defence on the plaintiff and rejected the Plaintiff's claim for reinstatement of employment. The Plaintiff applied by summons for judgement on the his claim for assessment of damages, with a request to enter judgement in Form 79A.</p>
14	<p style="text-align: center;">ORDER 92</p> <p style="text-align: center;">MISCELLANEOUS</p> <p>Compliance with Court Practice Directions (O. 92, r. 2A)</p> <p>2A. Every document must comply with such requirements and contain such information and particulars of parties or other persons as may be laid down by or specified in any practice directions for the time being issued by the Registrar.</p>

#	<p style="text-align: center;">ANIMALS AND BIRDS ACT (CHAPTER 7, SECTION 80) ANIMALS AND BIRDS (CARE AND USE OF ANIMALS FOR SCIENTIFIC PURPOSES) RULES</p>
15	<p>Functions and duties of institutional animal care and use committee</p> <p>8. (1) With respect to activities involving animals in the research facility of a licensee, the functions and duties of the institutional animal care and use committee appointed by the licensee under rule 7 shall be as follows:</p> <p><i>(d)</i> to review and investigate any concern, complaint or report of non-compliance with any guideline involving the care and use of any animal at the research facility;</p> <p><i>(g)</i> to withdraw approval for or suspend any project involving any animal if that project is not being conducted in accordance with the guidelines or with the description thereof provided by the investigator and approved by the committee;</p> <p><i>(h)</i> to authorise the treatment or humane killing of any animal for any scientific purpose;</p> <p><i>(l)</i> to perform all duties as required under the guidelines.</p>

16	<p>Attending veterinarian and adequate veterinary care</p> <p>11. (3) Every licensee shall, in respect of the animals in the research facility of the licensee, establish and maintain programmes of adequate veterinary care that are overseen by the attending veterinarian and that relate to —</p> <p>(e) the provision of guidance for investigators and other personnel on the handling of the animals, immobilisation, tranquilisation, anaesthesia, analgesia and euthanasia; and</p>
17	<p>Approval by institutional animal care and use committee of use of animal for scientific purpose</p> <p>10. (2) An institutional animal care and use committee shall not grant its approval for a proposed project or for any significant change to an ongoing project unless the committee is satisfied, upon conducting a review of the components of the project, that the care and use of the animal will comply with the following requirements:</p> <p>(a) any procedure involving the animal will be carried out in a manner that will avoid or minimise discomfort, pain or distress caused to the animal;</p> <p>(c) the investigator has provided written assurance that the project does not unnecessarily duplicate previous experiments;</p> <p>(d) the investigator has provided a justification for the endpoints of the experiments to be carried out in the project;</p>

	<p>(f) any procedure that may cause more than momentary or slight pain or distress to the animal —</p> <p>(i) will be carried out in consultation with the attending veterinarian;</p> <p>(ii) will not include the use of paralytics without anaesthesia; and</p> <p>(iii) will be performed with appropriate sedatives, anaesthetics or analgesics, unless the withholding of such agents is justified for scientific reasons by the investigator in writing and will be continued for only the necessary period of time;</p> <p>(h) the personnel who will conduct procedures on the animal are appropriately qualified and trained in such procedures and any trainee involved in the conduct of such procedures will be under appropriate supervision;</p> <p>(j) the animal will not be used in more than one experiment, unless the subsequent experiment is justified for scientific reasons by the investigator in writing and such repeated use of the animal complies with the guidelines; and</p> <p>(k) the attending veterinarian is consulted on the use of appropriate euthanasia on the animal.</p>
18	<p>Qualifications of personnel</p> <p>12. (1) Every licensee shall ensure that every investigator, member of an institutional animal care and use committee and all personnel involved in the care, treatment and use of animals in the research facility</p>

	<p>of the licensee for scientific purposes are suitably qualified, trained and instructed to perform their duties.</p> <p>(2) Every licensee shall, with sufficient frequency —</p> <p>(a) provide the personnel involved in the care, treatment and use of animals with relevant training and instruction; and</p> <p>(b) review the qualifications of such personnel.</p>
19	<p>Guidelines and directives</p> <p>(3) Without prejudice to the generality of paragraphs (1) and (2), the guidelines and directives issued or adopted by the Director- General thereunder may provide for the following matters in respect of any research facility and the transportation of animals to and from such research facility:</p> <p>(g) the practices in experimental procedures to minimise pain or distress caused to animals;</p> <p>(k) the appropriate methods of euthanasia and the disposal of animals;</p> <p>(l) the qualifications, training and skills of personnel in the research facility;</p> <p>(o) the responsibilities of licensees, investigators, institutional animal care and use committees and personnel in the research facility.</p>

#	WORKPLACE SAFETY AND HEALTH ACT (CHAPTER 354A)
20	<p>Duties of employers</p> <p>12. (1) It shall be the duty of every employer to take, so far as is reasonably practicable, such measures as are necessary to ensure the safety and health of his employees at work.</p> <p>(3) (b) ensuring that adequate safety measures are taken in respect of any machinery, equipment, plant, article or process used by those persons;</p> <p>(c) ensuring that those persons are not exposed to hazards arising out of the arrangement, disposal, manipulation, organisation, processing, storage, transport, working or use of things (i) in their workplace;</p> <p>(e) ensuring that those persons at work have adequate instruction, information, training and supervision as is necessary for them to perform their work.</p>
21	<p>Duties of persons at work</p> <p>15. (1) It shall be the duty of every person at work</p> <p>(a) to use in such manner so as to provide the protection intended, any suitable appliance, protective clothing, convenience, equipment or other means or thing provided (whether for his use alone or for use by him in common with others) for securing his safety, health and welfare while at work; and</p>

	<p>(b) to co-operate with his employer or principal and any other person to such extent as will enable his employer, principal or the other person, as the case may be, to comply with the provisions of this Act.</p> <p>(3) Any person at work who, without reasonable cause, wilfully or recklessly does any act which endangers the safety or health of himself or others shall be guilty of an offence.</p>
22	<p>Other related duties of occupiers and employers</p> <p>18. (2) An employer shall not dismiss or threaten to dismiss an employee because the employee —</p> <p>(a) has assisted (whether by the giving of information or otherwise) an inspector, authorised person or any other public authority in the conduct of any inspection or investigation under this Act for a breach or an alleged breach of this Act, or proposes to do so;</p> <p>(b) has in good faith sought the assistance of, or made a report to an inspector or authorised person in relation to a safety and health matter, or proposes to do so;</p> <p>(c) is performing his duties in good faith as a member of a workplace safety and health committee;</p>
23	<p>Workplace safety and health committees</p> <p>29. (3) The functions of a workplace safety and health committee appointed in respect of a workplace shall be —</p>

	<p>(a) to keep under review circumstances in the workplace which affect or may affect the safety or health of persons in the workplace;</p> <p>(b) to promote co-operation between management and employees in achieving and maintaining safe and healthy working conditions;</p>
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BIOLOGICAL AGENTS AND TOXINS ACT (CHAPTER 24A)	
24	<p>Interpretation</p> <p>2. In this Act, unless the context otherwise require</p> <p>“biological agent” means</p> <p>(b) any infectious substance (including any prion);</p> <p>FOURTH SCHEDULE, FOURTH SCHEDULE BIOLOGICAL AGENTS</p> <p>Any biological agent that causes death, disease or biological malfunction in a human, other than a First Schedule biological agent or a Second Schedule biological agent.</p>
25	<p>Prohibition against transportation by certain means</p> <p>26. (1) No person shall transport or procure the transportation of any Fourth Schedule biological agent within Singapore by mail or public transportation.</p>
26	<p>Offences by bodies corporate, etc.</p>

56. (1) Where an offence under this Act committed by a body corporate is proved

(a) to have been committed with the consent or connivance of an officer; or

(b) to be attributable to any neglect on his part,

the officer as well as the body corporate shall be guilty of the offence and shall be liable to be proceeded against and punished accordingly.

(2) Where the affairs of a body corporate are managed by its members, subsection (1) shall apply in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

#	COMPUTER MISUSE ACT (CHAPTER 50A)
27	<p>Interpretation</p> <p>2. (1) In this Act, unless the context otherwise requires</p> <p>(7) For the purposes of this Act, a modification of the contents of any computer takes place if, by the operation of any function of the computer concerned or any other computer —</p> <p>(a) any program or data held in the computer concerned is altered or erased;</p> <p>(b) any program or data is added to its contents; or</p> <p>(c) any act occurs which impairs the normal operation of any computer,</p> <p>and any act which contributes towards causing such a modification shall be regarded as causing it.</p> <p>(8) Any modification referred to in subsection (7) is unauthorised if</p> <p>(a) the person whose act causes it is not himself entitled to determine whether the modification should be made; and</p> <p>(b) he does not have consent to the modification from any person who is so entitled.</p>
28	<p>Access with intent to commit or facilitate commission of offence</p> <p>4. (1) Any person who causes a computer to perform any function for the purpose of securing access to any program or data held in any</p>

	<p>computer with intent to commit an offence to which this section applies shall be guilty of an offence.</p> <p>(2) This section shall apply to an offence involving property, fraud, dishonesty or which causes bodily harm and which is punishable on conviction with imprisonment for a term of not less than 2 years.</p> <p>(4) For the purposes of this section, it is immaterial whether</p> <p>(a) the access referred to in subsection (1) is authorised or unauthorised;</p> <p>(b) the offence to which this section applies is committed at the same time when the access is secured or at any other time.</p>
29	<p>Unauthorised obstruction of use of computer</p> <p>7. (1) Any person who, knowingly and without authority or lawful excuse</p> <p>(a) interferes with, or interrupts or obstructs the lawful use of, a computer; or</p> <p>(b) impedes or prevents access to, or impairs the usefulness or effectiveness of, any program or data stored in a computer,</p> <p>shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 3 years or to both and, in the case of a second or subsequent conviction, to a fine not exceeding \$20,000 or to imprisonment for a term not exceeding 5 years or to both.</p>

<p style="text-align: center;">30</p>	<p>Supplying, etc., personal information obtained in contravention of certain provisions</p> <p>8A. (1) A person shall be guilty of an offence if the person, knowing or having reason to believe that any personal information about another person (being an individual) was obtained by an act done in contravention of section 3, 4, 5 or 6 —</p> <p>(a) obtains or retains the personal information; or</p> <p>(b) supplies, offers to supply, transmits or makes available, by any means the personal information.</p> <p>(6) For the purpose of proving under subsection (1) that a person knows or has reason to believe that any personal information was obtained by an act done in contravention of section 3, 4, 5 or 6, it is not necessary for the prosecution to prove the particulars of the contravention, such as who carried out the contravention and when it took place.</p>
<p style="text-align: center;">31</p>	<p>Obtaining, etc., items for use in certain offences</p> <p>8B. (1) A person shall be guilty of an offence if the person</p> <p>(a) obtains or retains any item to which this section applies</p> <p>(i) intending to use it to commit, or facilitate the commission of, an offence under section 3, 4, 5, 6 or 7; or</p> <p>(ii) with a view to it being supplied or made available, by any means for use in committing, or in facilitating the commission of, any of those offences; or</p>

	<p><i>(b)</i> makes, supplies, offers to supply or makes available, by any means any item to which this section applies, intending it to be used to commit, or facilitate the commission of, an offence under section 3, 4, 5, 6 or 7.</p> <p>(2) This section applies to the following items:</p> <p><i>(a)</i> any device, including a computer program, that is designed or adapted primarily, or is capable of being used, for the purpose of committing an offence under section 3, 4, 5, 6 or 7;</p> <p><i>(b)</i> a password, an access code, or similar data by which the whole or any part of a computer is capable of being accessed.</p>
32	<p>Abetments and attempts punishable as offences</p> <p>10. (1) Any person who abets the commission of or who attempts to commit or does any act preparatory to or in furtherance of the commission of any offence under this Act shall be guilty of that offence and shall be liable on conviction to the punishment provided for the offence.</p> <p>(2) For an offence to be committed under this section, it is immaterial where the act in question took place.</p>

#	PROTECTION FROM HARASSMENT ACT (CHAPTER 256A)
32	<p>Intentionally causing harassment, alarm or distress</p> <p>3. (1) An individual or entity must not, with intent to cause harassment, alarm or distress to another person (called in this section the target person), by any means</p> <p>(a) use any threatening, abusive or insulting words or behaviour;</p> <p>(b) make any threatening, abusive or insulting communication; or</p> <p>and as a result causing the target person or any other person (each called in this section the victim) harassment, alarm or distress.</p>
33	<p>Harassment, alarm or distress</p> <p>4. (1) An individual or entity must not by any means —</p> <p>(a) use any threatening, abusive or insulting words or behaviour; or</p> <p>(b) make any threatening, abusive or insulting communication,</p> <p>which is heard, seen or otherwise perceived by any person (referred to for the purposes of this section as the victim) likely to be caused harassment, alarm or distress.</p>
34	<p>Fear, provocation or facilitation of violence</p> <p>5. (1) An individual or entity must not by any means use towards another person (called in this section, except subsection (1A), the victim) any threatening, abusive or insulting words or behaviour, or make any</p>

threatening, abusive or insulting communication to another person (also called in this section, except subsection (1A), the victim), either

(a) with the intent

(i) to cause the victim to believe that unlawful violence will be used by any person against the victim or any other person; or

(ii) to provoke the use of unlawful violence by the victim or another person against any other person; or

(b) whereby

(i) the victim is likely to believe that such violence referred to in paragraph *(a)*(i) will be used; or

(ii) it is likely that such violence referred to in paragraph *(a)*(ii) will be provoked.

#	MISREPRESENTATION ACT (CHAPTER 390)
35	<p>Damages for misrepresentation</p> <p>2. (1) Where a person has entered into a contract after a misrepresentation has been made to him by another party thereto and as a result thereof he has suffered loss, then, if the person making the misrepresentation would be liable to damages in respect thereof had the misrepresentation been made fraudulently, that person shall be so liable notwithstanding that the misrepresentation was not made fraudulently, unless he proves that he had reasonable ground to believe and did believe up to the time the contract was made that the facts represented were true.</p>
36	<p>Avoidance of provision excluding liability for misrepresentation</p> <p>3. If a contract contains a term which would exclude or restrict —</p> <p>(a) any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made; or</p> <p>(b) any remedy available to another party to the contract by reason of such a misrepresentation,</p> <p>that term shall be of no effect except in so far as it satisfies the requirement of reasonableness as stated in section 11(1) of the Unfair Contract Terms Act [Cap. 396], and it is for those claiming that the term satisfies that requirement to show that it does.</p>

#	<p style="text-align: center;">UNFAIR CONTRACT TERMS ACT</p> <p style="text-align: center;">(CHAPTER 396)</p>
37	<p>Scope of this Part</p> <p>1. (1) For the purposes of this Part, “negligence” means the breach</p> <p>(a) of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the contract; or</p> <p>(b) of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).</p> <p>(4) In relation to any breach of duty or obligation, it is immaterial for any purpose of this Part whether the breach was inadvertent or intentional, or whether liability for it arises directly or vicariously.</p>
38	<p>Negligence liability</p> <p>2. (1) A person cannot by reference to any contract term or to a notice given to persons generally or to particular persons exclude or restrict his liability for death or personal injury resulting from negligence.</p> <p>(2) In the case of other loss or damage, a person cannot so exclude or restrict his liability for negligence except in so far as the term or notice satisfies the requirement of reasonableness.</p>

	<p>(3) Where a contract term or notice purports to exclude or restrict liability for negligence, a person's agreement to or awareness of it is not of itself to be taken as indicating his voluntary acceptance of any risk.</p>
39	<p>Effect of breach</p> <p>9. (1) Where for reliance upon it a contract term has to satisfy the requirement of reasonableness, it may be found to do so and be given effect accordingly notwithstanding that the contract has been terminated either by breach or by a party electing to treat it as repudiated.</p> <p>(2) Where on a breach the contract is nevertheless affirmed by a party entitled to treat it as repudiated, this does not of itself exclude the requirement of reasonableness in relation to any contract term.</p>
40	<p>The "reasonableness" test</p> <p>11. (1) In relation to a contract term, the requirement of reasonableness for the purposes of this Part and section 3 of the Misrepresentation Act [Cap. 390] is that the term shall have been a fair and reasonable one to be included having regard to the circumstances which were, or ought reasonably to have been, known to or in the contemplation of the parties when the contract was made.</p> <p>(5) It is for those claiming that a contract term or notice satisfies the requirement of reasonableness to show that it does.</p> <p>SECOND SCHEDULE: GUIDELINES FOR APPLICATION OF REASONABLENESS TEST</p>

	<p>(d) where the term excludes or restricts any relevant liability if some condition is not complied with, whether it was reasonable at the time of the contract to expect that compliance with that condition would be practicable;</p>
41	<p>Varieties of exemption clause</p> <p>13. (1) To the extent that this Part prevents the exclusion or restriction of any liability it also prevents —</p> <p>(a) making the liability or its enforcement subject to restrictive or onerous conditions;</p> <p>(b) excluding or restricting any right or remedy in respect of the liability, or subjecting a person to any prejudice in consequence of his pursuing any such right or remedy;</p> <p>(c) excluding or restricting rules of evidence or procedure,</p> <p>and (to that extent) sections 2 and 5 to 7 also prevent excluding or restricting liability by reference to terms and notices which exclude or restrict the relevant obligation or duty.</p>
42	<p>Saving for other relevant legislation</p> <p>29. (1) Nothing in this Act removes or restricts the effect of, or prevents reliance upon, any contractual provision which —</p> <p>(a) is authorised or required by the express terms or necessary implication of an enactment; or</p>

#	<p style="text-align: center;">PENAL CODE (CHAPTER 224)</p>
43	<p>Omission to give notice or information to public servant by person legally bound to give such notice or information</p> <p>176. (1) A person who, being legally bound to give any notice or to furnish information on any subject to any public servant, as such, intentionally omits to give such notice or to furnish such information in the manner and at the time required by law, shall</p> <p>(a) in the case of an individual, be punished with imprisonment for a term which may extend to one month, or with fine which may extend to \$1,500, or with both; or</p> <p>(b) in any other case, be punished with fine which may extend to \$10,000.</p> <p>(2) If the notice or information required to be given respects the commission of an offence, or is required for the purpose of preventing the commission of an offence or in order to the apprehension of an offender, any person who is guilty of an offence under subsection (1) shall</p> <p>(a) in the case of an individual, be punished with imprisonment for a term which may extend to 6 months, or with fine which may extend to \$5,000, or with both; or</p>

	<p>(b) in any other case, be punished with fine which may extend to \$10,000.</p>
44	<p>Furnishing false information</p> <p>177. (1) A person who, being legally bound to furnish information on any subject to any public servant, as such, furnishes, as true, information on the subject which the person knows or has reason to believe to be false, shall</p> <p>(a) in the case of an individual, be punished with imprisonment for a term which may extend to 6 months, or with fine which may extend to \$5,000, or with both; or</p> <p>(b) in any other case, be punished with fine which may extend to \$10,000.</p> <p>(2) If the information which the person mentioned in subsection (1) is legally bound to furnish respects the commission of an offence, or is required for the purpose of preventing the commission of an offence, or in order to the apprehension of an offender, the person who is guilty of an offence under that subsection shall</p> <p>(a) in the case of an individual, be punished with imprisonment for a term which may extend to 3 years, or with fine, or with both; or</p> <p>(b) in any other case, be punished with fine.</p>
45	<p>Issuing or signing a false certificate</p>

	<p>197. Whoever issues or signs any certificate required by law to be given or signed, or relating to any fact of which such certificate is by law admissible in evidence, knowing or believing that such certificate is false in any material point, shall be punished in the same manner as if he gave false evidence.</p>
46	<p>Using as a true certificate one known to be false in a material point</p> <p>198. Whoever corruptly uses or attempts to use any such certificate as a true certificate, knowing the same to be false in any material point, shall be punished in the same manner as if he gave false evidence.</p>
47	<p>False statement made in any declaration which is by law receivable as evidence</p> <p>199. Whoever, in any declaration made or subscribed by him, which declaration any court of justice, or any public servant or other person, is bound or authorised by law to receive as evidence of any fact, makes any statement which is false, and which he either knows or believes to be false or does not believe to be true, touching any point material to the object for which the declaration is made or used, shall be punished in the same manner as if he gave false evidence.</p>
48	<p>Using as true any such declaration known to be false</p> <p>200. Whoever corruptly uses or attempts to use as true any such declaration knowing the same to be false in any material point, shall be punished in the same manner as if he gave false evidence.</p>

49	<p>Intentional omission to give information of an offence, by person bound to inform</p> <p>202. Whoever, knowing or having reason to believe that an offence has been committed, intentionally omits to give any information respecting that offence which he is legally bound to give, shall be punished with imprisonment for a term which may extend to 6 months, or with fine, or with both.</p>
50	<p>Obstructing, preventing, perverting or defeating course of justice</p> <p>204A. Whoever does an act that has a tendency to obstruct, prevent, pervert or defeat the course of justice</p> <p>(a) knowing that the act is likely to obstruct, prevent, pervert or defeat the course of justice; or</p> <p>(b) intending to obstruct, prevent, pervert or defeat the course of justice, shall be guilty of an offence and shall on conviction be punished with imprisonment for a term which may extend to 7 years, or with fine, or with both.</p>
51	<p>Extortion</p> <p>383. Whoever intentionally puts any person in fear of any harm to that person or to any other person, in body, mind, reputation or property, whether such harm is to be caused legally or illegally, and thereby dishonestly induces the person so put in fear to deliver to any person any</p>

	property or valuable security, or anything signed or sealed which may be converted into a valuable security, commits "extortion".
52	<p>Criminal breach of trust by employees</p> <p>408. (1) Whoever, being an employee, and being in any manner entrusted in such capacity with property, or with any dominion over property, commits criminal breach of trust in respect of that property, shall be punished with imprisonment for a term which may extend to 15 years, and shall also be liable to fine.</p> <p>(2) For the purposes of subsection (1)</p> <p>(a) an employee includes a person who is engaged in a capacity with the same fundamental qualities as an employee; and</p>
53	<p>Criminal breach of trust by public servant, or by banker, merchant, agent, director, officer, partner, key executive or fiduciary</p> <p>409. (1) Whoever, being in any manner entrusted with property, or with any dominion over property</p> <p>(c) in his professional capacity (other than by way of a trade, profession or business mentioned in paragraph (b));</p> <p>(d) in his capacity as a director of a corporation;</p> <p>(g) in his capacity as a key executive of a corporation, an unincorporated association or a partnership; or</p> <p>(h) in his capacity as a fiduciary,</p>

	<p>commits criminal breach of trust in respect of that property, shall be punished with imprisonment for a term which may extend to 20 years, and shall also be liable to fine.</p>
54	<p>Cheating</p> <p>415. Whoever, by deceiving any person, whether or not such deception was the sole or main inducement, fraudulently or dishonestly induces the person so deceived to deliver or cause the delivery of any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation or property, is said to “cheat”.</p>
55	<p>Fraud by false representation, non-disclosure or abuse of position not connected with contracts for goods or services</p> <p>424A. (1) A person shall be guilty of an offence if he, fraudulently or dishonestly</p> <p>(a) makes a false representation;</p> <p>(b) fails to disclose to another person information which he is under a legal duty to disclose; or</p> <p>(c) abuses, whether by act or omission, a position which he occupies in which he is expected to safeguard, or not to act against, the financial interests of another person.</p>

56	<p>Mischief</p> <p>425. Whoever, with intent to cause, or knowing that he is likely to cause, wrongful loss or damage to the public or any person, causes the destruction of any property, or any such change in any property, or in the situation thereof, as destroys or diminishes its value or utility, or affects it injuriously, commits “mischief”.</p>
57	<p>Mischief by killing or maiming any animal</p> <p>428. Whoever commits mischief by killing, poisoning, maiming or rendering useless, any animal shall be punished with imprisonment for a term which may extend to 5 years, or with fine, or with both.</p>
58	<p>Forgery</p> <p>463. Whoever makes any false document or electronic record or part of a document or an electronic record with intent to cause damage or injury to the public or to any person, or to support any claim or title, or to cause any person to part with property, or to enter into any express or implied contract, or with intent to commit fraud or that fraud may be committed, commits forgery.</p>
59	<p>Forgery for the purpose of cheating</p> <p>468. Whoever commits forgery, intending that the document or electronic record forged shall be used for the purpose of cheating, shall be punished with imprisonment for a term which may extend to 10 years, and shall also be liable to fine.</p>

60	<p>Falsification of accounts</p> <p>477A. Whoever, being a clerk, officer or servant, or employed or acting in the capacity of a clerk, officer or servant, intentionally and with intent to defraud destroys, alters, conceals, mutilates or falsifies any book, electronic record, paper, writing, valuable security or account or a set thereof which belongs to or is in the possession of his employer, or has been received by him for or on behalf of his employer, or intentionally and with intent to defraud makes or abets the making of any false entry in, or omits or alters or abets the omission or alteration of any material particular from or in any such book, electronic record, paper, writing, valuable security or account or a set thereof, shall be punished with imprisonment for a term which may extend to 10 years, or with fine, or with both.</p>
61	<p>Criminal intimidation</p> <p>503. Whoever threatens another with any injury to his person, reputation or property, or to the person or reputation of any one in whom that person is interested, with intent to cause alarm to that person, or to cause that person to do any act which he is not legally bound to do, or to omit to do any act which that person is legally entitled to do, as the means of avoiding the execution of such threat, commits criminal intimidation.</p>

#	<p style="text-align: center;">CIVIL LAW ACT (CHAPTER 43)</p>
62	<p>Law and equity to be administered concurrently</p> <p>3. In every civil cause or matter commenced in the court, law and equity shall be administered by the court in its original jurisdiction and by the Appellate Division of the High Court or the Court of Appeal according to the rules following:</p> <p>Plaintiffs to have equitable relief in claims</p> <p>(a) if any plaintiff claims to be entitled to any equitable estate or right, or to relief upon any equitable ground against any deed, instrument or contract, or against any right, title or claim whatsoever asserted by any defendant in such cause or matter, or to any relief founded upon a legal right, which before 1st January 1879 could only have been given by the court on its equity side, the court shall give to such plaintiff such and the same relief, as ought to have been given by the court, on its equity side, in a suit or proceeding for the same, or the like purpose, properly instituted before that date;</p> <p>Defendants to have relief against plaintiffs in suit, service and effect of service</p> <p>(c) the court may also grant to any defendant, in respect of any equitable estate or right, or other matter of equity, and also in respect of any legal estate, right or title claimed or asserted by him, all such relief against</p>

	<p>any plaintiff, as such defendant shall have properly claimed by his pleading, and as the court might have granted in any suit instituted for that purpose, by the same defendant against the same plaintiff before 1st January 1879 and also all such relief, relating to or connected with the original subject of the cause or matter, and in like manner claimed against any other person, whether already a party to the same cause or matter or not, who has been duly served with notice in writing of such claim, pursuant to the Rules of Court, as might properly have been granted against such person, if he had been made a defendant to a cause, duly instituted by the same defendant for the like purpose; and every person served with any such notice shall thenceforth be deemed a party to such cause or matter, with the same rights, in respect of his defence against such claim, as if he had been duly sued in the ordinary way by such defendant;</p>
63	<p>Liability for offences by agents or servants</p> <p>57. Where an offence under this Act is committed by any person acting as an agent or a servant of another person, or being otherwise subject to the supervision or instruction of another person for the purposes of any employment in the course of which the offence was committed, that other person shall, without prejudice to the liability of the first-mentioned person, be liable under this Act in the same manner and to the same extent as if he had personally committed the offence if it is</p>

	<p>proved that the act which constituted the offence was committed with his consent or connivance or that it was attributable to any neglect on his part.</p>
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NANYANG TECHNOLOGICAL UNIVERSITY (CORPORATISATION) ACT (CHAPTER 192A)	
No.	<p>[Section title]</p> <p>Section. (Paragraph)</p> <p>Relevance</p>
64	<p>Act to prevail over constituent documents, etc.</p> <p>11. (2) Nothing in this Act shall be construed to excuse or exempt the university company from complying with any written law that, apart from this Act, would apply to the university company.</p>

#	<p style="text-align: center;">NATIONAL RESEARCH FUND ACT</p> <p style="text-align: center;">(CHAPTER 201A)</p>
65	<p>Offences by bodies corporate, etc.</p> <p>16. (1) Where an offence under this Act committed by a body corporate is proved</p> <p><i>(a)</i> to have been committed with the consent or connivance of an officer; or</p> <p><i>(b)</i> to be attributable to any neglect on his part,</p> <p>the officer as well as the body corporate shall be guilty of the offence and shall be liable to be proceeded against and punished accordingly.</p>

LEGAL PROFESSION ACT (CHAPTER 161) LEGAL PROFESSION (PROFESSIONAL CONDUCT) RULES 2015	
66	<p>Conduct in relation to other persons</p> <p>8. (3) A legal practitioner</p> <p>(a) must not take unfair advantage of any person; and</p> <p>(b) must not act towards any person in a way which is fraudulent, deceitful or otherwise contrary to the legal practitioner's position as a member of an honourable profession.</p> <p>Conduct of proceedings</p> <p>9. (2) When conducting any proceedings before a court or tribunal on behalf of a client, a legal practitioner must not do any of the following:</p> <p>(f) knowingly or recklessly cite the law out of context, interpret the law in a manner calculated to mislead the court or tribunal, or otherwise advance any submission, opinion or proposition which the legal practitioner knows or ought reasonably to know is contrary to the law;</p> <p>(3) When conducting proceedings before a court or tribunal, a legal practitioner</p> <p>(b) must disclose to the court or tribunal, and to every other person involved in or associated with those proceedings</p>

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|---|
| <p>(i) every fact, item of evidence, item of information and other matter which the legal practitioner is required by law to disclose in those proceedings to the court or tribunal and to that other person, respectively; and</p> <p>(ii) any procedural irregularity of which the legal practitioner is aware.</p> |
|---|

ADMINISTRATION OF JUSTICE (PROTECTION) ACT 2016 (No. 19 of 2016)	
67	<p>Contempt by disobedience of court order or undertaking, etc.</p> <p>4. (1) Any person who</p> <p>(a) intentionally disobeys or breaches any judgment, decree, direction, order, writ or other process of a court; or</p> <p>(b) intentionally breaches any undertaking given to a court, commits a contempt of court.</p>
68	<p>Standard of proof for contempt of court</p> <p>28. The standard of proof for establishing contempt of court is that of beyond reasonable doubt.</p>
69	<p>Contempt proceedings</p> <p>26. (3) The court in any proceedings for contempt of court may award costs to be paid by or to any party as it thinks fit.</p>

M. Helmy

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

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BUNDLE OF DOCUMENTS

Submitted by the Plaintiff himself who is litigant in person, for the hearing fixed for 14 July 2021 in the matters of HC/SUM 2650/2021, HC/SUM 2991/2021, and

HC/SUM 3000/2021, all being applications on summons in the suit

HC/S 413/2021.

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

Case No.: HC/S 413/2021

Between

Filed: 05-May-2021 03:23 PM

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

Hearing Date : 17-June-2021

Hearing Time : 9:00 AM

Hearing Type : Pre-Trial Conference

Attend Before: Registrar

...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
 Filed: 12-May-2021 02:32 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
 (FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
 (Singapore UEN No. 200604393R)

...Defendant(s)

MEMORANDUM OF SERVICE

To: The Registrar,

The writ of summons herein was served on –

Name of person served: NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R)

Party type of person served: Defendant

On: Friday, 07-May-2021 Time: 5:00 PM

At: 50, Nanyang Avenue, Singapore 639798

Method of Service: Registered mail, reference RC323580505SG

On: Monday, 10-May-2021 Time: 1:53PM

At: NTU-President@ntu.edu.sg;Kevingoh@ntu.edu.sg;don.lim@ntu.edu.sg;d-lso@ntu.edu.sg

Method of Service: Email

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.:

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

Case No.: HC/S 413/2021
 Filed: 14-May-2021 11:27 AM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
 (FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
 (Singapore UEN No. 200604393R)

...Defendant(s)

MEMORANDUM OF APPEARANCE

To: 1. The Registrar,
 2. 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.:

Appearance is entered for the following party in this action:

Appearing Party Type: Defendant
 Appearing Party Name: NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R)
 Solicitor's Law Firm: RAJAH & TANN SINGAPORE LLP
 Solicitor's Name: TIMOTHY ANG WEI KIAT (HONG WEIJIE), ZHU MING-REN WILSON
 Solicitor's Contact Address: 9 Straits View #06-07 Marina One West Tower Singapore 018937
 Solicitor's Contact Number: 65353600

Requirement for statement of claim to be filed and delivered: Yes

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 NAACLAR 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 Nordenskiöld, 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 deceptively 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 Mahmood Helmy

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

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

Case No.: HC/S 413/2021

Between

Sub Case No.: HC/SUM 2650/2021

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

Filed: 08-June-2021 11:11 AM

Hearing Date : 23-June-2021

Hearing Time : 9:00 AM

Hearing Type : OS & Summons -

...Plaintiff(s)

General

And

Attend Before: Registrar

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
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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
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 REGISTRAR
 SUPREME COURT

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 7 th 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



134
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

Between

Hearing Date : 17-June-2021

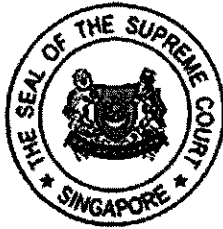
Hearing Time : 9:00 AM

Hearing Type : Pre-Trial Conference

Attend Before: Registrar

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



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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 Nordenskiöld, 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 deceptively 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.


25.5.2021
Singapore

Mohamed Mustafa Mahmood Helmy

Mohamed Mustafa Mahmood 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





Reg. No. 200904393R

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

A handwritten signature in black ink, appearing to be "E. Chua".

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.

A handwritten signature in black ink, appearing to be "M. Helmy".

(Signature)

Name: Mohamed Mustafa Mahmoud Helmy

Date: Wednesday 25th
March, 2020

Page 1 of 1

NTU Shared Services - Human Resources

Student Services Centre, Level 5, 42 Nanyang Avenue, Singapore 639815, Tel: +65 6908 3361/3302, Fax: +65 6702 5003, www.ntu.edu.sg/ntss

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Reg. No. 200604393R

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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.

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NTU Shared Services - Human Resources

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Dr Mohamed Mustafa Mahmoud Helmy

- 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.

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- 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

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- 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.

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Dr Mohamed Mustafa Mahmoud Helmy

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



Saily 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.



(Signature)

Name: Mohamed Helmy

Date: Sunday 3rd November, 2019

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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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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.

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Dr Mohamed Mustafa Mahmoud Helmy

- 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-fulfilment 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 times, 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.

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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

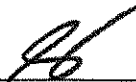
Appendix 3 Additional Assignment Terms & Conditions

1. **Settling-In Allowance:** You will be paid a one-off settling-in allowance (payable once only) of **SS\$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



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



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
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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



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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



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



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



Mohamed Helmy, MD PhD

Research Fellow, School of Biological Sciences

50 Nanyang Avenue, School of Biological Sciences (SBS), Singapore 639798
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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



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,



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



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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


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,


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


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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 <SF0h@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



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



**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,

- 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.

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

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

Private & Confidential
Dr Mohamed Mustafa Mahmoud Helmy

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



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



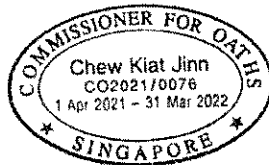
CONFIDENTIALITY: This email is intended solely for the person(s) named and may be confidential and/or privileged. If you are not the intended recipient, please delete it, notify us and do not copy, use, or disclose its contents. Towards a sustainable earth: Print only when necessary. Thank you.

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 past years in the Singapore Dementia Consortium totaling millions of dollars and not doing research on dementia

[More info](#)

Mitra and Vyas

Misconduct in the research and editorial committees of two faculty members at Nanyang Technological University

[More info](#)

Problematic ethics

Ethical issues in the misconducts by the Dementia Consortium

[More info](#)

Frequently unasked questions

Download the paper by Helmy, H. et al. Why at this

What this means for you

What this means for you or how you can collaborate with the group in the future

Report download

Download full report in pdf

Nitish Thakor

Researcher 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 *became* 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 *Helixon*. 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.

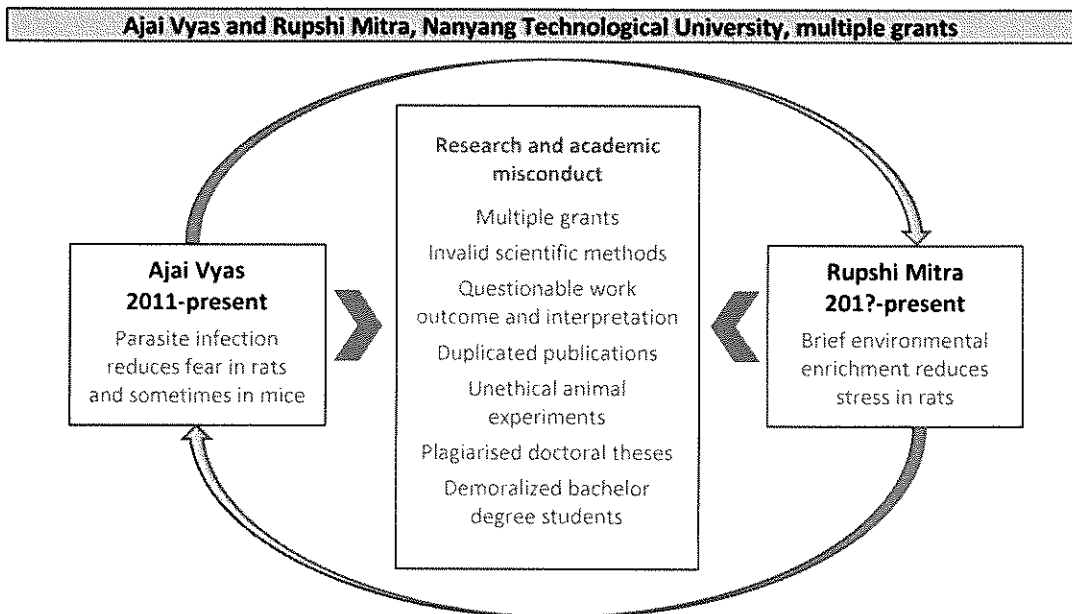
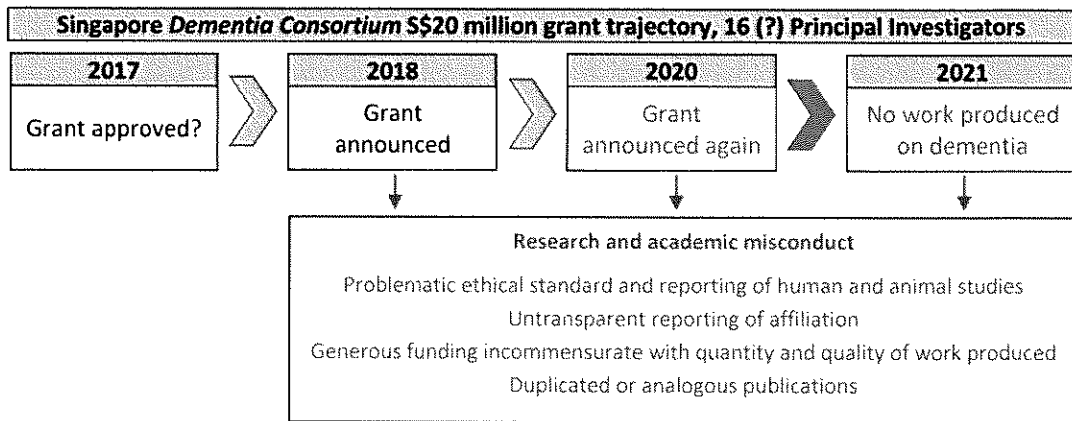
Systemic misconduct in Singapore institutes of research and higher education

Saturday 27 March, 2021

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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 contemptable;
- 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,



Mohamed Helmy
MD, PhD

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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.

SYSTEMIC MISCONDUCT IN SINGAPORE UNIVERSITIES



NANYANG TECHNOLOGICAL UNIVERSITY
SINGAPORE



NUS
National University of Singapore



Agency for Science, Technology and Research
SINGAPORE



Duke NUS
Medical School

LEE KONG CHIAN SCHOOL OF MEDICINE



National Neuroscience Institute



Imperial College London

nanyangscandal.com

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



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 experimentation 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. Notwithstanding 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,



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,

A handwritten signature in cursive script that reads "Rajahtann".

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

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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

Hearing Date: 23 June 2021, 9:00 AM

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

DEFENCE**By Plaintiff in HC/S 413/2021 (Defendant in HC/SUM 2650/2021)**

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

Defendant in HC/S 413/2021 being (Plaintiff in HC/SUM 2650/2021 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

Wednesday 16 June, 2021

1. To the best of my knowledge, SUMMONS UNDER O18 R 19, Sub Case No. HC/SUM 2650/2021 is an interlocutory application by Nanyang Technological University (henceforth, 'NTU'), represented by Rajah & Tann LLP Singapore, 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').

2. 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).
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. **Termination of employment and tort of extortion**
- 9.1. 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...”.¹

- 9.2. Evidence selected for presentation and attached in the Affidavit by Goh and in breach of Rules of Court as well as arguments mentioned in paragraph 9.1. 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. The question to address here is legal sustainability of this claim.
- 9.3. 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.²
- 9.4. 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 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 subscribed to these policies, but NTU did not honour them. Termination is unlawful because NTU is in breach of duty.³
- 9.5. 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.⁴ This includes making false accusations against me including absenteeism, failure to 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.
- 9.6. 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 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.⁵
- 9.7. 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

¹ In the Affidavit 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.

² For instance, *Morrish v Henlys (Folkstone) Ltd*, [1973] ICR 482.

³ For instance, *China Construction (South Pacific) Development Co Pte Ltd v Shao Hai*, [2004] 2 SLR(R) 479 at [32].

⁴ For instance, *Malik v Bank of Credit and Commerce International SA*, [1997] 3 WLR 95.

⁵ For instance, *Quah Kay Tee v Ong and Co Pte Ltd*, [1996] 3 SLR(R) 637 at [45].

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.⁶

- 9.8. 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.

10. Remedy claimed

- 10.1. 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...".
- 10.2. To the best of my knowledge, no relevant (legal) submissions were made by NTU solicitors.
- 10.3. 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.
- 10.4. 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...".
- 10.5. 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?
- 10.6. The appropriateness of reinstatement as remedy is mentioned in my Statement of the Claim and is for the Court to decide.
- 10.7. 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.
- 10.8. Evidence selected, presented and attached in the Affidavit by Goh, in apparent contradiction to the Rules of Court, and legal arguments in the Affidavit by Goh appear to suggest that the expectations of employment are far more limited in scope than what can be reasonably expected from a contract of employment to engage in research at an institute such as NTU. 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.

⁶ For instance, *Minister for Immigration and Ethnic Affairs v Teoh* (1995) 128 ALR 353 at 362.

- 10.9.** If the *only* concern is damages due, why did NTU not make an application for a simplified trial or assessment of damages hearing?⁷
- 10.10.** By claiming that "...there cannot be specific performance of a contract of law..." in the Affidavit by Goh, is it implied that damages were deemed to have been inadequate as remedy? Why should this be the case, if damages *within* the "...amount of salary payable for the contractual notice period..." is, as also implied in the Affidavit, an adequate remedy? In other words, in the Affidavit by Goh, any argument for legal unsustainability of the remedy apparently rests on a specific performance which is impossible as well as possible, in the presence of damages which are possible as well as impossible.
- 10.11.** Before writing the Affidavit, did Mr. Kevin Goh thoroughly consider all remedy, mediation, and conciliation options at the Court's disposal?
- 10.12.** 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.

11. Allegations made in the Affidavit by Goh

- 11.1.** 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.
- 11.2.** 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.
- 11.3.** 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.
- 11.4.** 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.
- 11.5.** 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.
- 11.6.** 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.

⁷ 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 twenty thousand Singaporean dollars. In other words, Mr. Kevin Goh's arguments in the Affidavit regarding damages appear very disingenuous to me.

- 11.7. 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.⁸ 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.
- 11.8. 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...".⁹ 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 my reports. Of what purpose is such a patently false allegation against me made by Mr. Kevin Goh, and in rhetorical terms?
- 11.9. 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 to the Court if it contains falsities; falsities from the design and content of which malicious intent cannot be excluded?
- 11.10. 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 case for his 'theory'.¹⁰ 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*.¹¹ Importantly, I did not discuss putative involvement of others not materially related to the case in my Statement of the Claim.
- 11.11. 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

⁸ 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.

⁹ This is also inaccurate because *tertiary education institutions* in Singapore are numerous and many do not engage in biomedical research.

¹⁰ 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.

¹¹ Please see <https://publications.parliament.uk/pa/cm201719/cmselect/cmsctech/350/350.pdf>

by every single statement I made to the Court, the Singapore Police Force, in my reports, and on my website.

12. Research and academic misconduct discussed on my website

- 12.1. My website is a communication *foremost* to the students of Singapore, to the international academic community, and to whom it may concern.
- 12.2. 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.
- 12.3. 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;¹²
 - 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 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.¹³ 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;
 - 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

¹² I appreciate this opportunity to partake in an official investigation into research misconduct with colleagues at a reputable institute abroad.

¹³ 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.

are obliged to *acknowledge* receipt of a report on misconduct, regardless of content and any action which might or might not be taken.

13. Queries regarding the Affidavit by Goh

- 13.1. 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.
- 13.2. 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? 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.
- 13.3. 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 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.
- 13.4. I could find no content in the Affidavit by Goh to endorse striking out the action pursuant to Order 18 Rules 19(1)(d).

14. Comment on HC/SUM 2650/2021

- 14.1. 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 .
- 14.2. 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 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

I, Mr. Kevin Goh writes that "...I am...the Defendant in this matter...".¹⁴ 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?

- 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 any material evidence from that report whatsoever*. What is the purpose of quoting the number of pages in the Affidavit?
 - vi. In paragraph 24 in the Affidavit by Goh, Mr. Kevin Goh states that my claim was 'difficult to follow', and that he therefore had to '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...")?
- 14.3.** 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. 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.
- 14.4.** Though Mr. Kevin Goh more or less accuses me of hubris in the Affidavit, 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;
 - 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 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, 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.
- 14.5.** I stand ready to submit to the Court documentary evidence supporting every claim and statement of fact I made.
- 15. Objection to content of the Affidavit by Goh**
- 15.1.** I object to the content of the Affidavit by Goh.
- 15.2.** Should the Affidavit by Goh be later included of evidence-in-chief, I will make an application to the Court objecting to the content of the Affidavit by Goh.

¹⁴ Note that Mr. Kevin Goh defines himself as "...Plaintiff: Goh Min Kevin..." on page 1 of the Affidavit.

16. Summary

- 16.1.** 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).
- 16.2.** No substance was found in the application HC/SUM 2650/2021 supporting pretext under Order 18 Rules 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.
- 16.3.** 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.
- 16.4.** 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.
- 16.5.** I humbly pray that the course of justice is permitted.

M. Helmy

Singapore, 16.6.2021

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

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

Case No.: HC/S 413/2021
 Filed: 16-June-2021 10:05 AM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
 (FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
 (Singapore UEN No. 200604393R)

...Defendant(s)

MEMORANDUM OF APPEARANCE TO COUNTERCLAIM

To: 1. The Registrar,
 2. 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. TIMOTHY ANG WEI KIAT (HONG WEIJIE),
 2. ZHU MING-REN WILSON

Appearance is entered for the following party in this action:

Appearing Party Type: Plaintiff
 Appearing Party Name: MOHAMED MUSTAFA MAHMOUD HELMY (FIN No. G3363781R)
 Residential Address: 10 JURONG LAKE LINK #15-39 LAKE GRANDE Singapore 648131
 Address for Service within
 Jurisdiction
 (if residential address is
 outside jurisdiction):

Requirement for statement of claim to be filed and delivered: Yes



**SUPREME COURT OF SINGAPORE
LEGAL REGISTRY**

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

Date: 16-June-2021

To:

1. MOHAMED MUSTAFA MAHMOUD HELMY [BY EMAIL]
10 JURONG LAKE LINK #15-39 LAKE GRANDE
Singapore 648131
Email: helmy.m@protonmail.com

2. 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. TIMOTHY ANG WEI KIAT (HONG WEIJIE)
2. ZHU MING-REN WILSON

Dear Sir/Madam,

**HC/S 413/2021
HC/SUM 2650/2021
MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY
- CORRESPONDENCE FROM COURTS**

VIDEO CONFERENCING NOTICE

1 We refer to the above matter, fixed for hearing on 23 Jun 2021 at 9am ("the hearing").

2 In view of the COVID-19 situation, most Court hearings or part thereof will be conducted by video conferencing as a precautionary measure. Please refer to Registrar's Circulars No. 3, No. 6 and No. 8 of 2020 at <https://go.gov.sg/rc-2020>. Further information and instructions on how to download and use Zoom can be found in the Guide on the Use of Video Conferencing and Telephone Conferencing ("Guide") available on the Supreme Court website and also available directly at <https://go.gov.sg/vc-tc-guide-2020>. If parties have any concerns with the matter or part thereof being conducted by video conferencing, please notify the Registry within 2 days of receiving this letter.

3 The use of video conferencing is optional for litigants in person, who are strongly encouraged to use video conferencing. Litigants in persons who have concerns with the matter being conducted by video-conferencing are to notify the Registry within 2 days of receiving this letter.

4 At or before the appointed date/time of the hearing ²¹⁴ please connect via Zoom and when prompted with "Join with meeting ID", please enter the Meeting ID. The Meeting ID and the password for this hearing are set out below. When prompted (after you key in the Meeting ID), please enter the password accordingly. Parties are **not** to share this password with any unauthorised party. Parties are also to keep the password in a secure location and avoid any inadvertent disclosure to third parties.

Meeting ID Password

959 8802 2622 016721

5 Once you are connected on Zoom, you will be placed in a "Waiting Room" and will be admitted into the hearing when the Court is ready for you. Please allow sufficient time to sort out any technical issues that may arise. You are encouraged to familiarise yourself with the Zoom platform well before the hearing.

6 All hearings conducted using Zoom proceed as if the parties are appearing before the Court in person. For High Court civil matters heard in open Court, unless otherwise notified, the Judges will be sitting in a courtroom and advocates and solicitors will be required to wear gowns.

7 **The recording, photography and dissemination of Zoom hearings in video, audio and/or any other form is strictly prohibited.** In appropriate cases, the Court may require an undertaking that no such recording will be made. Attention is drawn to sections 4 and 5 of the Administration of Justice (Protection) Act 2016 (Act 19 of 2016) read with section 28(11) of the Covid-19 (Temporary Measures) Act 2020 (Act 14 of 2020) regarding contempt of court by disobedience of court order or breach of undertaking, and contempt of court by unauthorised audio or visual recordings.

8 Parties are reminded that during the preparation, presentation and conduct of the hearing, they are to strictly comply with all safe distancing and other applicable measures required, under the laws of Singapore, to minimise the spread of COVID-19.

Thank you.

Yours faithfully,
SHERELYN KHOO
FOR REGISTRAR
SUPREME COURT
SINGAPORE

Tel No: 63321279

This is computer-generated and requires no signature.

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RE: HC/S 413/2021 HC/SUM 2650/2021

From: Timothy Ang <timothy.ang@rajahtann.com>
To: Mohamed Helmy <helmy.m@gmail.com>
helmy.m@protonmail.com <helmy.m@protonmail.com>
CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Anna Oh <anna.oh@rajahtann.com>
Date: Wednesday, June 16th, 2021 at 6:15 PM

HC/S 413/2021

HC/SUM 2650/2021 ("SUM 2650")

Dear Sirs,

1. As you are aware, we act for Nanyang Technological University. We refer to your memorandum of appearance and defence to counterclaim dated 16 June 2021.

2. The above documents are irregular. In view of this, we propose that the hearing of SUM 2650 on 23 June 2021 be vacated, and an urgent pre-trial conference for SUM 2650 be held by Zoom on one of the following dates, so that parties can seek directions for SUM 2650 to be heard expeditiously:
 - (a) 17 June 2021 (AM);
 - (b) 18 June 2021 (PM);
 - (c) 21 June 2021 (AM and PM);
 - (d) 22 June 2021 (AM and PM); and
 - (e) 23 June 2021 (AM).

3. Please state your availability for any of the above slots **by no later than noon of 17 June 2021**, failing which we will be writing to the Court for directions.

4. All our client's rights are reserved.

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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

Cambodia | China | Indonesia | Laos | Malaysia | Myanmar | Philippines | Singapore | Thailand | Vietnam

www.rajahtannasia.com

From: Mohamed Helmy <helmy.m@gmail.com>
Sent: Wednesday, 16 June 2021 11:03 am
To: Timothy Ang <timothy.ang@rajahtann.com>
Cc: Wilson Zhu <wilson.zhu@rajahtann.com>; Anna Oh <anna.oh@rajahtann.com>
Subject: Re: HC/S 413/2021 HC/SUM 2650/2021

Dear Mr. Ang,

cc Mr. Zhu and Ms. Oh

A response has been filed with regards your message below.

I remain,

Mohamed Helmy

MD, PhD

+65 83 555 817

10 Jurong Lake Link, #15-39

Singapore 648131

On Jun 8, 2021, at 2:22 PM, Timothy Ang <timothy.ang@rajahtann.com> wrote:

HC/S 413/2021

HC/SUM 2650/2021

Dear Sirs,

217

Re: HC/S 413/2021 HC/SUM 2650/2021

From: Mohamed Helmy <helmy.m@gmail.com>
To: Timothy Ang <timothy.ang@rajahtann.com>
CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Anna Oh <anna.oh@rajahtann.com>
helmy.m@protonmail.com <helmy.m@protonmail.com>
Date: Thursday, June 17th, 2021 at 11:33 AM

Dear Mr. Ang,

cc Mr. Zhu and Ms. Oh

1. I reject your proposal to reschedule any presently Court-appointed Hearing and/or Pre-Trial Conference date(s).
2. I am not aware of any irregularity concerning a document I filed and accepted by the Court. For the avoidance of doubt, documents I submitted to the Court, and as accepted by the Court, on 16 June 2021 are: (i) DEFENCE; and (ii) MEMORANDUM OF APPEARANCE TO COUNTERCLAIM. I note this is in variance to documents you mention in paragraph 1 of your previous message.

Mohamed Helmy
MD, PhD

www.nanyangscandal.com
helmy.m@gmail.com
helmy.m@protonmail.com
+65 83 555 817
10 Jurong Lake Link, #15-39
Singapore 648131

On Wed, 16 Jun 2021 at 18:15, Timothy Ang <timothy.ang@rajahtann.com> wrote:

HC/S 413/2021

HC/SUM 2650/2021 ("SUM 2650")

Dear Sirs,

1. As you are aware, we act for Nanyang Technological University. We refer to your memorandum of appearance and defence to counterclaim dated 16 June 2021.
2. The above documents are irregular. In view of this, we propose that the hearing of SUM 2650 on 23 June 2021 be vacated, and an urgent pre-trial conference for SUM 2650 be held by Zoom on one

RAJAH & TANN

The Registry

Supreme Court of Singapore
1 Supreme Court Lane
Singapore 178879

BY E- LITIGATION

Attention: The Registry

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	17 June 2021	1/2

Dear Sirs,

HC/S 413/2021 ("SUIT")

HC/SUM 2650/2021 ("SUM 2650")

Mohamed Mustafa Mahmoud Helmy v Nanyang Technological University

1. We act for the Defendant in the above matters. The Plaintiff is self-represented.
2. We refer to SUM 2650, being our clients' application to strike out the entirety of the Plaintiff's action. SUM 2650 is currently fixed for hearing at 9am on 23 June 2021.
3. Our clients filed SUM 2650 on 8 June 2021. The Plaintiff has not filed any reply affidavit in SUM 2650. Instead, the Plaintiff has purported to file documents titled as "*Defence*" and "*Memorandum of Appearance to Counterclaim*" on 16 June 2021.
4. As the Honourable Court will note, our clients have not filed any writ action, statement of claim or counterclaim against the Plaintiff. There cannot be a "*Defence*" to a non-existent writ or statement of claim. Accordingly, the documents filed by the Plaintiff are irregular and procedurally flawed, and his purported "*Defence*" a nullity.
5. Notwithstanding the above, it is unclear if the Plaintiff intends to rely on and/or adduce evidence through the above irregular documents for the hearing of SUM 2650 on 23 June 2021. Our clients' position is that the Plaintiff cannot do so.
6. In the interests of avoiding wastage of the Honourable Court's resources and judicial time on 23 June 2021, our clients humbly request that the hearing on 23 June 2021 be vacated, and for an urgent pre-trial conference ("**PTC**") be held. The PTC is for directions to be given on the proper and expeditious conduct of SUM 2650, including timelines for the filing of affidavits (if any).
7. We have sought the Plaintiff's consent for the above request on 16 June 2021. On 17 June 2021, the Plaintiff rejected our clients' proposal, claiming he is not aware of any irregularity regarding

RAJAH & TANN SINGAPORE LLP

9 Straits View, Marina One West Tower, #06-07, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com

We are registered in Singapore with limited liability (UEN T08LL0005E). We do not accept service of court documents by fax.

MEMBER OF RAJAH & TANN ASIA NETWORK

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RAJAH & TANN

his "*Defence*" and "*Memorandum of Appearance to Counterclaim*". Copies of parties' correspondence are enclosed for the Honourable Court's reference.

8. We thank the Registry for its kind attention to our letter. We will be happy to attend before the Honourable Court to address any of the points above.

Yours faithfully,



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

Enc.

- cc. 1. Clients
2. Dr. Mohamed Helmy

220

RE: HC/S 413/2021 HC/SUM 2650/2021

From: Timothy Ang <timothy.ang@rajahtann.com>
To: Mohamed Helmy <helmy.m@gmail.com>
CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Anna Oh <anna.oh@rajahtann.com>
helmy.m@protonmail.com <helmy.m@protonmail.com>
Date: Friday, June 18th, 2021 at 11:47 AM

Dear Sirs,

1. Further to our email below, please find attached a copy of the Court's directions for your reference.
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

RAJAH & TANN ASIA
Cambodia | China | Indonesia | Laos | Malaysia | Myanmar | Philippines | Singapore | Thailand | Vietnam

www.rajahtannasia.com

From: Timothy Ang <timothy.ang@rajahtann.com>
Sent: Thursday, 17 June 2021 10:39 pm
To: Mohamed Helmy <helmy.m@gmail.com>
Cc: Wilson Zhu <wilson.zhu@rajahtann.com>; Anna Oh <anna.oh@rajahtann.com>; M. Helmy <helmy.m@protonmail.com>
Subject: RE: HC/S 413/2021 HC/SUM 2650/2021

Dear Sirs,

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: 17-June-2021 05:34 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

REQUEST FOR RE-FIXING/VACATION OF HEARING DATES

To: The Registrar

The Defendant NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R) requests that the hearing of this application presently fixed to be vacated and a new date to be fixed.

Dear Sirs,

HC/S 413/2021 ("SUIT")

HC/SUM 2650/2021 ("SUM 2650")

Mohamed Mustafa Mahmoud Helmy v Nanyang Technological University

1. We act for the Defendant in the above matters. The Plaintiff is self-represented.
2. We refer to SUM 2650, being our clients' application to strike out the entirety of the Plaintiff's action. SUM 2650 is currently fixed for hearing at 9am on 23 June 2021.
3. Our clients filed SUM 2650 on 8 June 2021. The Plaintiff has not filed any reply affidavit in SUM 2650. Instead, the Plaintiff has purported to file documents titled as "*Defence*" and "*Memorandum of Appearance to Counterclaim*" on 16 June 2021.

4. As the Honourable Court will note, our clients have not filed any writ action, statement of claim or counterclaim against the Plaintiff. There cannot be a "Defence" to a non-existent writ or statement of claim. Accordingly, the documents filed by the Plaintiff are irregular and procedurally flawed, and his purported "Defence" a nullity.

5. Notwithstanding the above, it is unclear if the Plaintiff intends to rely on and/or adduce evidence through the above irregular documents for the hearing of SUM 2650 on 23 June 2021. Our clients' position is that the Plaintiff cannot do so.

6. In the interests of avoiding wastage of the Honourable Court's resources and judicial time on 23 June 2021, our clients humbly request that the hearing on 23 June 2021 be vacated, and for an urgent pre-trial conference ("PTC") be held. The PTC is for directions to be given on the proper and expeditious conduct of SUM 2650, including timelines for the filing of affidavits (if any).

7. We have sought the Plaintiff's consent for the above request on 16 June 2021. On 17 June 2021, the Plaintiff rejected our clients' proposal, claiming he is not aware of any irregularity regarding his "Defence" and "*Memorandum of Appearance to Counterclaim*". Copies of parties' correspondence are enclosed for the Honourable Court's reference.

8. We thank the Registry for its kind attention to our letter. We will be happy to attend before the Honourable Court to address any of the points above.

Hearing date to be vacated:	23-June-2021, 09:00 AM
Hearing date to be fixed:	be vacated, and for an urgent pre-trial conference ("PTC") be held. The PTC is for directions to be given on the proper and expeditious conduct of SUM 2650, including timelines for the filing of affidavits (if any).

Attach a document containing the reason(s)/justification(s) for Request

1. Ltr

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/292401/65

Solicitor in charge: 1. TIMOTHY ANG WEI KIAT (HONG WEIJIE),
2. ZHU MING-REN WILSON

COURT'S REPLY ON REQUEST FOR RE-FIXING/VACATION OF HEARING DATES

Dated: 18-June-2021

Outcome: Your request is Allowed.

Hearing Date vacated : 23-June-2021, 09:00 AM

Scheduled Hearing Date : 14-July-2021, 09:00 AM

Court remarks: Plaintiff is directed to file a Reply affidavit by latest 25 June 2021, 5pm. The Defence and Memorandum of Appearance (MoA) to Counterclaim filed by the Plaintiff is procedurally incorrect. Defendant to file Response affidavit, if any, by 9 July 2021. •Hearing of SUM 2650/2021 on 23 June 2021 at 9 am to be fixed on 14 July 2021, 9am. •Written submissions (WS) to be filed and served by 12 July 2021.

IRENE NG

FOR REGISTRAR
SUPREME COURT
SINGAPORE

Please inform all relevant parties of the outcome to your Request.

This is computer-generated and requires no signature.

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

Date: 18-June-2021

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

To:

1. MOHAMED MUSTAFA MAHMOUD HELMY **BY EMAIL ONLY**
10 JURONG LAKE LINK #15-39 LAKE GRANDE
Singapore 648131
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2. RAJAH & TANN SINGAPORE LLP
9, Straits View, # 06-07, Marina One West Tower, Singapore - 018937
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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

REGISTRAR'S NOTICE - HEARING DATE RE-FIXED

The following hearing has been re-fixed:
Case No: HC/S 413/2021
SubCase No: HC/SUM 2650/2021
Type of hearing: OS & Summons - O18/O33 r 2
Original date/time of hearing: 23-June-2021 at 09:00 AM
New date/time of hearing: **14-July-2021 at 09:00 AM**
Venue of Hearing: Chamber 2-6

The directions from the courts as follows:

- Plaintiff is directed to file a Reply affidavit by latest 25 June 2021, 5pm. The Defence and Memorandum of Appearance (MoA) to Counterclaim filed by the Plaintiff is procedurally incorrect. Defendant to file Response affidavit, if any, by 9 July 2021.
- Hearing of SUM 2650/2021 on 23 June 2021 at 9 am to be fixed on 14 July 2021, 9am.
- Written submissions (WS) to be filed and served by 12 July 2021.

IRENE NG

FOR REGISTRAR
SUPREME COURT
SINGAPORE

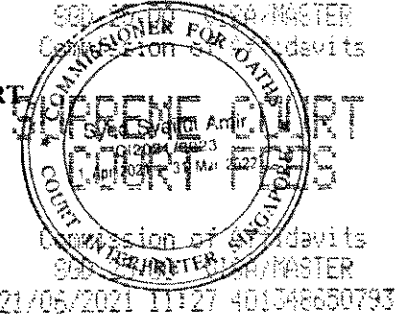
Tel No: 63324248

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HC/SUM 2650/2021

Plaintiff in HC/S 413/2021; Mohamed Mustafa Mahmoud Helmy, 21/06/2021 11:27 401348650793

**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;

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_095234YtS5ebHi; 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 ^{86 88} ~~87~~ to ~~89~~. ^{H. Ho my QA.} 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

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

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.

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

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? M. Henry
employment 2/2/01
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

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.

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;

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,

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.

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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

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

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.
70. As discussed in paragraphs ~~59~~ ^{58 61} to ~~63~~ ^{4. 16/11/2021} 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

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

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

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

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

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?

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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 make 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

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

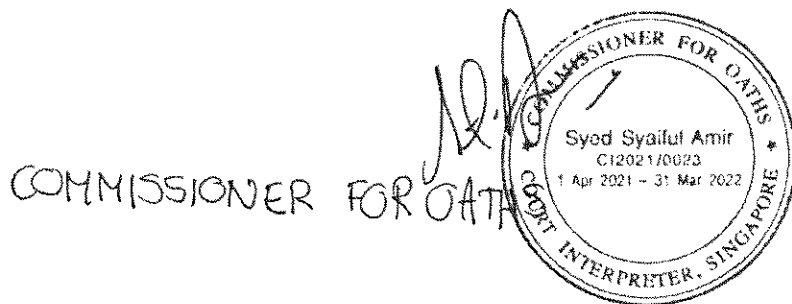
retaliation against me including extortion after I followed appropriate channels at NTU to address this illegal work, conspiracy, and breach of duty, confidence, and trust by NTU.

- 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
 Syed Syailul Amir
 C12021/0023
 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

Date: 23-June-2021

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

To:

1. MOHAMED MUSTAFA MAHMOUD HELMY [BY EMAIL]
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Singapore 648131
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2. RAJAH & TANN SINGAPORE LLP
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File Ref No: WZR/TWK/292401/65
Solicitor in charge: 1. TIMOTHY ANG WEI KIAT (HONG WEIJIE)
2. ZHU MING-REN WILSON

REGISTRAR'S NOTICE - HEARING DATE RE-FIXED

The following hearing has been re-fixed:

Case No: HC/S 413/2021
Type of hearing: Pre-Trial Conference
Original date/time of hearing: 01-July-2021 at 09:00 AM (Vacated)
New date/time of hearing: 29-July-2021 at 09:00 AM

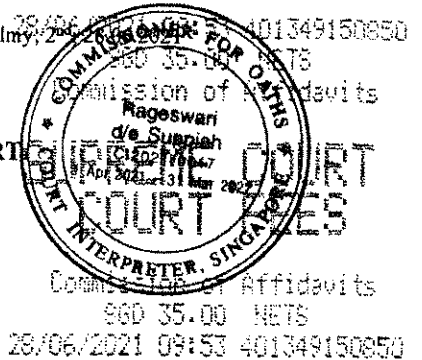
SHERELYN KHOO
FOR REGISTRAR
SUPREME COURT
SINGAPORE

Tel No: 63321279

This is computer-generated and requires no signature.

HC/S 413/2021

Plaintiff; Mohamed Mustafa Mahmoud Helmy, 28/06/2021 09:53 401349150850



**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. Shereilyn 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

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

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-administratrix 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.

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.

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

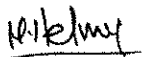
39 In this section and until paragraph 53, I quote from *Lee Chee Wei v. Tan Hor Peow Victor and Others and Another Appeal* [2007] SGCA 22, in the Court of Appeal, The Honourable Judge of Appeal, Justice V. K. Rajah delivering the judgement of the court. I mention when others are directly quoted by V. 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

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 be 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

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

M. H. H. H.
 under O. ~~24~~¹⁴, r. ~~2~~¹² 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 I 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)
In the Supreme Court, Singapore)
On the 28th day of June)


M. Helmy

Rageswari
Before me

COMMISSIONER FOR OATHS



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



Gmail - HC/S 413/2021 HC/SUM 2650/2021

2021/6/27, 5:17 PM



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

 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

Cambodia | China | Indonesia | Laos | Malaysia | Myanmar | Philippines | Singapore | Thailand | Vietnam

www.rajahtannasia.com

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Gmail - HC/S 413/2021 HC/SUM 2650/2021

2021/6/27, 5:18 PM



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

 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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Gmail - HC/S 413/2021 HC/SUM 2650/2021

2021/6/27, 5:18 PM

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 *Rageswari*
Commissioner for Oaths



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@rajahtan.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

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
 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
 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. 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 out 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 oppressive 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

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

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

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(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

REQUEST TO ENTER DEFAULT JUDGMENT

To: The Registrar,

Request is made for judgment to be entered against the Defendant, NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R) for failure by the Defendant to serve a Defence on the Plaintiff, within the period fixed under the Rules of Court for service of defence

I certify that no defence has been served on the Plaintiff by the Defendant, NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R) within the period fixed by the Rules of Court for service of defence.

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 mv@protonmail.com
File Ref No.:

To:**BY EMAIL ONLY**

1. THE REGISTRY
Supreme Court of Singapore
1 Supreme Court Lane
Singapore 178879
supcourt_registry@supcourt.gov.sg

and

2. RAJAH & TANN SINGAPORE LLP
Solicitors in charge: Mr. Timothy Ang and Mr. Wilson Zhu
9, Straits View, # 06-07
Marina One West Tower, Singapore 018937
timothy.ang@rajahtann.com
wilson.zhu@rajahtann.com

From:

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

Date:

Wednesday 30 June 2021

To The Registry, Mr. Timothy Ang, and Mr. Wilson Zhu,

1. I am the Plaintiff and Litigant-in-person in HC/S 413/2021. Mr. Timothy Ang and Mr. Wilson Zhu represent Nanyang Technological University.
2. May you please confirm that the date and time fixed for the hearing of HC/SUM 3000/2021, HC/SUM 2650/2021, and HC/SUM 2991/2021?
3. Do I understand correctly, to comply with Supreme Court Practice Directions, Part VIII, 73(1), and Registrar's Notice I received on 18 June to file and serve Written submissions by 12 July:
 - a. That I am to file and serve through Lawnet Service Bureau my bundles of documents by 12 July; and
 - b. That my bundles of documents should have Written submissions, skeletal arguments, documents filed in court relevant to the hearing, in addition to my bundles of authorities?
4. I was wondering if it is possible to request from Lawnet Service Bureau the pdf (scanned copies) of the documents I filed myself in Court. May I please have the Court's permission to request this from Lawnet Service Bureau staff?
5. I believe I correctly and clearly expressed my intention for, and the Rules of Court governing HC/SUM 3000/2021. HC/SUM 3000/2021 is a request for judgement against the Defendant for default of pleadings, damages to be assessed, made by summons, and

supported by an affidavit. If there are any additional *forms* I should file to procedurally consolidate the *substance* of my intention, such as a notice, then to save time and resources I request that I am please informed of such a form(s).

6. My gratitude for your time and concern.

I remain,

A handwritten signature in black ink that reads "M. Helmy". The signature is written in a cursive style and is underlined.

Mohamed Helmy
MD, PhD

Singapore, 30.06.2021

308

RE: ATTACHMENT RE: HC/S 413/2021 and other matters

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

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

CC: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>
Wilson Zhu <wilson.zhu@rajahtann.com>
Anna Oh <anna.oh@rajahtann.com>

Date: Thursday, July 1st, 2021 at 10:14 AM

Dear Sirs,

1. We refer to your letter dated 30 June 2021, which was addressed to both the Registry of the Supreme Court and to us (as opposed to being copied to us).
2. We take it that your queries on procedural matters were directed to the Registry of the Supreme Court. As the Defendant's lawyers, we will not be in a position to advise you on such queries.
3. 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
Cambodia | China | Indonesia | Laos | Malaysia | Myanmar | Philippines | Singapore | Thailand | Vietnam

www.rajahtannasia.com

RE: ATTACHMENT RE: HC/S 413/2021 and other matters

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

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

CC: Mohamed Helmy <helmy.m@gmail.com>

Date: Thursday, July 1st, 2021 at 4:16 PM

HC/S 413/2021 and other matters

To the Registry, Mr. Timothy Ang, and Mr. Wilson Zhu

I refer to my email to the Registry, Mr. Timothy Ang, and Mr. Wilson Zhu dated 30 June 2021, sent at 9:02 PM.

2. Please find attached *Notice of Intention of Refer (Notice_MH_20210701.pdf)*. This will be filed at Lawnet Service Bureau at the earliest opportunity for appointment.

3. To the best of my knowledge, the Defendant has not yet filed a Response affidavit (if any) in this matter, mentioned in the Registrar's Notice dated 18 June 2021.

4. If it is in accordance with the rules, appropriate, and in the interest of expediting Court process, I would appreciate it very much if the Registry may please address to me concerns raised in the attachment of my previous message (*S_413_MH_20210630.pdf*).

To Mr. Timothy Ang: with reference to your email to myself copied to the Registry and others, dated 1 July 2021:

5. There was no error, my message was also addressed to yourself (as opposed to being copied to yourself). I believe that if it is not obligatory to liaise, coordinate, and/or agree regarding Written submissions for the hearing fixed for 14 July 2021, perhaps it is customary to do so, or you may find it agreeable to do so. In addition, it might be the case that it will be obligatory to liaise, *etc.*, for future hearing(s).

6. For the avoidance of doubt, my message to the Registry and yourself included the communication that I am ready and available should Court process dictate or encourage a coordination between parties in procedural matters.

7. Please note paragraph 2 above.

Kind regards,
Mohamed Helmy
MD, PhD

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

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

Case No.: HC/S 413/2021
 Filed: 05-July-2021 11:32 AM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
 (FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
 (Singapore UEN No. 200604393R)

...Defendant(s)

NOTICE OF INTENTION TO REFER

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

Take notice the Plaintiff intends to use and / or rely on the following:-

1. The affidavit of MOHAMED MUSTAFA MAHMOUD HELMY filed on 28-June-2021 in HC/S 413/2021 for HC/SUM 3000/2021.
2. The affidavit of MOHAMED MUSTAFA MAHMOUD HELMY filed on 22-June-2021 in HC/S 413/2021 for HC/SUM 2650/2021.

at the hearing of HC/SUM 2650/2021 on 23-June-2021 before Miyapan Ramu and at any adjournments thereafter.

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.:

311

ATTACHMENT RE: HC/S 413/2021 and other matters

From: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>

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

CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Timothy Ang <timothy.ang@rajahtann.com>

Date: Thursday, July 1st, 2021 at 6:27 PM

Attention Mohamed Helmy

Dear Sir

We refer to your emails dated 30 June and 1 July 2021.

Please be informed that SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021 are presently fixed for hearing on 14 July 2021 at 9am.

The directions in the Registrar's Notice dated 18 June 2021 are for written submissions to be filed and served by 12 July 2021. If you wish to refer to any authorities or documents at the hearing on 14 July 2021, you should also file and serve bundles of those authorities and documents.

With regard to whether you may obtain a PDF copy of the documents which you have filed from Service Bureau, you may wish to check with the Service Bureau directly. They can be contacted via phone at 6337 9164 or email at supremesb@crimsonlogic.com.sg.

Please note that as a neutral adjudicating body, the Supreme Court is not in a position to provide legal advice. You may wish to seek independent legal advice on these matters. If you wish to seek independent legal advice, a directory of qualified lawyers is maintained by the Legal Service Regulatory Authority (LSRA) and may be found on the internet at the Ministry of Law's website at <https://www.mlaw.gov.sg/eservices/lra/lra-home/>. You may also contact the LSRA by telephone at 1800-CALL-LAW (1800 2255 529) or +65 2255 529 (call from overseas).

Thank you.

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cc: RAJAH & TANN SINGAPORE LLP

Yours faithfully

Sherelyn Khoo (Ms)
for Registrar
Supreme Court



Supreme Court of Singapore

1 Supreme Court Lane, Singapore 178879

www.supremecourt.gov.sg

[@SupremeCourtSG](https://twitter.com/SupremeCourtSG)

Privileged or confidential information may be contained in this email. If you are not the intended addressee, you must not copy or distribute the mail or take any action in reliance thereon. Communication of any information in this mail to any unauthorised person may be an offence under the Official Secrets Act (Cap 213). If you have received this mail in error, please delete it and notify the sender immediately. Thank you.

From: Helmy <helmy.m@protonmail.com>
Sent: Thursday, 1 July 2021 4:17 pm
To: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>; Wilson Zhu <wilson.zhu@rajahtann.com>; Timothy Ang <timothy.ang@rajahtann.com>
Cc: Mohamed Helmy <helmy.m@gmail.com>
Subject: RE: ATTACHMENT RE: HC/S 413/2021 and other matters

HC/S 413/2021 and other matters

To the Registry, Mr. Timothy Ang, and Mr. Wilson Zhu

I refer to my email to the Registry, Mr. Timothy Ang, and Mr. Wilson Zhu dated 30 June 2021, sent at 9:02 PM.

2. Please find attached *Notice of Intention of Refer (Notice_MH_20210701.pdf)*. This will be filed at Lawnet Service Bureau at the earliest opportunity for appointment.

RAJAH & TANN

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

BY EMAIL ONLY**Attention: Dr Mohamed Mustafa Mahmoud Helmy**

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	2 July 2021	1/1

Dear Sirs,

HC/SUM 2650/2021, HC/SUM 2991/2021 and HC/SUM 3000/2021

1. We refer to the Registry's email to you dated 1 July 2021 setting out the Court's directions on HC/SUM 2650/2021, HC/SUM 2991/2021 and HC/SUM 3000/2021.
2. As there are now three related applications to be heard on the same day, we propose that these applications be heard together over a special half-day hearing on 14 July 2021, instead of being rostered with other cases on the normal bulk hearing list.
3. Please let us know by 6 July 2021 if you are agreeable to the proposal, failing which we will seek directions from the Registry.
4. All our clients' rights are reserved.

Yours faithfully,


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

RAJAH & TANN SINGAPORE LLP

9 Straits View, Marina One West Tower, #06-07, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com
 We are registered in Singapore with limited liability (UEN T08LL0005E). We do not accept service of court documents by fax.

MEMBER OF RAJAH & TANN ASIA NETWORK

CAMBODIA | CHINA | INDONESIA | LAO PDR | MALAYSIA | MYANMAR | PHILIPPINES | SINGAPORE | THAILAND | VIETNAM

To
 Rajah & Tann Singapore LLP
 9 Straits View, #06-07, Marina One West Tower
 Singapore 018937

[BY EMAIL ONLY]

Attention
 Mr. Timothy Ang and Mr. Wilson Zhu

Tuesday 6th of July, 2021

Dear Mr. Timothy Ang and Mr. Wilson Zhu,

1. I refer to the letter you sent to me on 2 July 2021, SENDER'S REF: WZR/TWK/292401/65.
2. I reject your proposal for the reasons below.
3. There are no Court directions in the Registry's email of 1 July 2021 to myself.
4. You do not specify the matter(s) for the special half-day hearing you proposed.
5. It is not possible to infer from your letter if there are any additional direction(s) and/or notice(s) you may putatively apply for or file in case any special hearing were to be fixed on short notice. At the same time, you reserve the right to apply for or file additional direction(s) and/or notice(s) in case any special hearing were to be fixed on short notice.
6. Any special hearing you proposed requires preparations which I am unable to meet in the time remaining. In addition, were you to file for additional direction(s) and/or notice(s) pursuant to any special hearing, I would not be able to respond, as outlined in paragraph 13, below.
7. I believe a hearing may require or is facilitated by coordination between the parties, which I allowed for in a letter sent to yourself (to which you made a reply) and the Registry on 30 June 2021. I explicitly stated my readiness to liaise with you on Written submissions in an email sent to yourself and the Registry on 1 July 2021. Yet in your letter of 2 July 2021 (WZR/TWK/292401/65), you do not mention coordination nor exchange of documents which may facilitate proceedings of any special hearing you propose to be fixed on short notice. In other words, you rejected my invitation to liaise for a hearing, and now wish to make it a special hearing.
8. In your email reply to me of 1 July 2021, you 'took it' that I addressed you erratically, and remarked on whose interest you represent. You did not suggest to liaise for Written submissions. You clearly indicated that you have no reason to be otherwise interested in my letter of 30 June 2021 to the Registry and yourself. That you now claim that the same letter contained some sort of request for 'directions', and your proposal for action as if novel 'directions' were made by the Court, is incongruent with your prior communication.
9. Based on correspondence between the Registry, yourself, and myself between 30 June 2021 and 1 July 2021, I believe it is inappropriate, as well as impossible, to claim that the correspondence included Court directions.
10. A half-day or otherwise special hearing *without* coordination between the parties and to be fixed on short notice does *not* appear to be in the interest of justice and efficiency to me.
11. I believe any special hearing is better proposed *after* matters are addressed by the Court in the hearing fixed for 14 July 2021 – any special hearing prior appears to me not in the interest of certainty, not conducive to justice, as well as wasteful. For example, I do not know if you may serve a Response to my Reply regarding HC/SUM 2650, and which I made on 22 June 2021.
12. You filed HC/SUM 2650/2021 which purports to be an application to strike out my claim under O. 18, r. 19 but without pleadings by the Defendant and so appears to be an application under O. 18, r. 22. You sent me an email on 16 June 2021 proposing a 'pre-trial conference for SUM 2650' to be fixed, among the dates you opted for, within less than twenty-four (24) hours of your email. Let

us attend the hearing fixed for 14 July 2021 before you propose any more special procedures or urgent actions.

13. You were served with HC/SUM 3000/2021 and HC/SUM 2991/2021 on 28 June 2021. Note that you have direct and immediate access to documents issued by Court on eLitigation while I do not. I can only file documents at the Lawnet Service Bureau with prior appointments which is subject to the Bureau's schedule.
14. I have no doubt regarding the Court's decision for matters to be discussed and the nature of the hearing fixed for 14 July 2021, and that such a course of action, as opposed to any special process you proposed, is in the interests of justice and efficiency.
15. For the avoidance of doubt, I do not consent to vacating the hearing fixed for 14 July 2021.
16. For the avoidance of doubt, I reject your proposal for a special half-day hearing on 14 July 2021.



Mohamed Mustafa Mahmoud Helmy
MD, PhD

10 Jurong Lake Link, #15-39
Singapore 648131

RAJAH & TANN**Civil Registry**

Supreme Court of Singapore
1 Supreme Court Lane
Singapore 178879

BY E- LITIGATION

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	6 July 2021	1/2 (enc)

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**

Dear Sirs,

1. We act for the Defendant in the above matters. The Plaintiff is self-represented.

SUM 2650

2. We refer to SUM 2650, being our clients' application to strike out the entirety of the Plaintiff's action. SUM 2650 was filed on 8 June 2021, and was initially fixed for hearing on 23 June 2021.
3. On 16 June 2021, the Plaintiff filed various irregular and procedurally incorrect documents, ostensibly in response to SUM 2650.
4. Given the above, we wrote to the Registry on 17 June 2021 to request that the hearing on 23 June 2021 be vacated, and for a pre-trial conference ("PTC") to be held. The PTC was for directions to be given to the Plaintiff on the proper and expeditious conduct of SUM 2650, including timelines for the filing of affidavits (if any).
5. On 18 June 2021, the Registry informed the Plaintiff that the documents he filed were procedurally incorrect. Accordingly, new timelines had to be given for SUM 2650. The hearing of SUM 2650 was therefore pushed back to 14 July 2021.

SUM 2991 and SUM 3000

6. In the meantime, the Plaintiff filed the following applications on 28 June 2021:
 - (a) SUM 2991, being an application to strike out the Defendant's supporting affidavit in SUM 2650; and
 - (b) SUM 3000, being an application for summons for judgment in default and for assessment of damages.

RAJAH & TANN SINGAPORE LLP

9 Straits View, Marina One West Tower, #06-07, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com
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RAJAH & TANN

Request for Special Half-Day Hearing

7. Presently, all three applications, i.e. SUM 2650, SUM 2991 and SUM 3000 (together, the "**Applications**") are fixed for hearing on 14 July 2021, at 9am.
8. As there are now three applications to be heard together, our clients humbly request that the Applications be fixed for a special half-day hearing on 14 July 2021, instead of being rostered on the normal bulk hearing list.
9. On 2 July 2021, we wrote to the Plaintiff to seek agreement on our clients' proposal above.
10. On 6 July 2021, the Plaintiff rejected our clients' proposal. The Plaintiff's disagreement appears to stem from a misconception of what a special half-day hearing is. Copies of parties' correspondence dated 2 July and 6 July 2021 are enclosed for the Honourable Court's reference.
11. We thank the Registry for its kind attention to our letter. We look forward to the Registry's favourable response.

Yours faithfully,



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

Enc.

- cc. 1. Clients
2. Dr. Mohamed Helmy
By Email Only

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	-	6 July 2021	1/1

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 your letter dated 6 July 2021.
2. You have misconstrued our letter dated 2 July 2021.
3. We have proposed for the substantive hearings of SUM 2650, SUM 2991 and SUM 3000 to be fixed for a special half-day hearing on 14 July 2021, as it is the most expeditious way to hear and determine the three applications.
4. Since you disagree with this sensible and reasonable proposal, we will seek directions from the Court.
5. Separately, we do not understand paragraphs 7 to 11 of your letter. The Registry has already given directions to parties on 18 June 2021 to file and serve written submissions by 12 July 2021. This means that parties are to exchange copies of their written submissions and all legal authorities referred to therein (i.e. case authorities, textbook authorities, statutes etc), by 12 July 2021. Parties are also responsible for providing copies to the Court.
6. We will provide you with our written submissions and authorities by email once we have received yours by email on 12 July 2021.
7. All our clients' rights are reserved.

Yours faithfully,


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

RAJAH & TANN SINGAPORE LLP9 Straits View, Marina One West Tower, #05-07, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com

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MEMBER OF RAJAH & TANN ASIA NETWORK

CAMBODIA | CHINA | INDONESIA | LAO PDR | MALAYSIA | MYANMAR | PHILIPPINES | SINGAPORE | THAILAND | VIETNAM

To**[BY EMAIL ONLY]**

Supreme Court of Singapore
1 Supreme Court Lane
Singapore 178879

Re

Applications filed under HC/S 413/2021 for hearing on 14 July 2021
(HC/SUM 3000; HC/SUM 2650/2021; and HC/SUM 2991/2021)

cc

Mr. Timothy Ang and Mr. Wilson Zhu
at Rajah & Tann Singapore LLP
9 Straits View, #06-7, Marina One West Tower
Singapore 018937

Tuesday 6th July, 2021

Your Honour,

1. With regards the letter sent to the Civil Registry by Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann, dated 6 July 2021, sender's reference WZR/TWK/292401/65 [please see attached *2021.07.06 - RT letter to Registry (Special Half Day).pdf*].
2. I wish to clarify that Mr. Ang and Mr. Zhu do not mention in their letter:
 - a. That I was served with a summons under Order 18, Rule 19, but without any pleadings by the Defendant.
 - b. That the reason stated to me by Mr. Ang for a special half-day hearing was that the Court had 'set out directions' in a letter sent to me on 1 July 2021 – it was an email confirming the hearing date and clarifying a procedural matter. There were no and could be no directions [but please see attached *2021.07.06 - RT ltr to Helmy.pdf*].
 - c. That I did file and serve a Reply affidavit to their application HC/SUM 2650/2021 well before the deadline for doing so, whereas the Defendant has yet to serve a Response if any.

- d. That my intention has always been expressed to the Defendant in a clear, timely, and honest manner, as will be evident from my correspondence with and submissions to the Court.
 - e. That I expressed to Mr. Ang my agreeability to liaise on submissions to be made prior to the upcoming hearing even if it is not obligatory to do so.
 - f. That Mr. Ang had requested a 'pre-trial conference for SUM 2650', among the dates he opted for, within less than twenty-four (24) hours in an email to myself.
3. I still do not understand what Mr. Ang and Mr. Zhu mean by 'a pre-trial conference for the proper and expeditious conduct of SUM 2650'. The Pre-Trial Conference Notice I have from Court, dated 23 June and for a hearing on 29 July, is for HC/S 413/2021.
 4. I believe 'special' dates and/or provisions for hearings are regulated in the Rules of Court and Supreme Court Practice Directions. By 'special half-day hearing', did Mr. Ang and Mr. Zhu mean 'a hearing that is not different from a normal bulk listed hearing in any way other than it is allowed more time'? If so, may I please have the Court's reassurance that this is indeed the case and that I will be shielded from further surprises and urgencies by Mr. Ang?
 5. My concern is that procedural or substantive changes are implied by a 'special half-day hearing'. If this is the case, then I believe there are grounds for rejecting the proposal, and I would humbly raise my objection to the Court to such a change for which I am unable to anticipate contingencies nor prepare for in time.

I remain,



Mohamed Mustafa Mahmoud Helmy (G3363781R)
MD, PhD

10 Jurong Lake Link, #15-39
Singapore 648131
helmy.m@protonmail.com
+65 83 555817

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HC/S 413/2021 and other matters

From: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>

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

CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Timothy Ang <timothy.ang@rajahtann.com>

Date: Wednesday, July 7th, 2021 at 4:22 PM

Attention Mohamed Helmy

Dear Sir

1. We refer to your email dated 6 July 2021.
2. The hearing that is presently fixed for SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021 on 14 July 2021 at 9am is a special half day hearing. The only difference between a special half day hearing and a hearing on a bulk list is the amount of time allotted for the hearing. A special half day hearing is allotted half a day.

cc: RAJAH & TANN SINGAPORE LLP

Yours faithfully

Sherelyn Khoo (Ms)

for Registrar

Supreme Court

Supreme Court of Singapore

1 Supreme Court Lane, Singapore 178879

www.supremecourt.gov.sg

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🐦 @SupremeCourtSG

Privileged or confidential information may be contained in this email. If you are not the intended addressee, you must not copy or distribute the mail or take any action in reliance thereon. Communication of any information in this mail to any unauthorised person may be an offence under the Official Secrets Act (Cap 213). If you have received this mail in error, please delete it and notify the sender immediately. Thank you.

From: Helmy <helmy.m@protonmail.com>
Sent: Tuesday, 6 July 2021 10:25 pm
To: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>
Cc: wilson.zhu@rajahtann.com; timothy.ang@rajahtann.com; Mohamed Helmy <helmy.m@gmail.com>
Subject: HC/S 413/2021 and other matters

To the Supreme Court

cc. Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann

Concerning HC/S 413/2021, hearing on 14 July 2021 for HC/SUM 3000/2021, HC/SUM 2650/2021, and HC/SUM 2991/2021.

Regarding the letter sent by Mr. Timothy Ang by eLitigation for changes regarding the above-mentioned hearing, please find attached three (3) pdf documents:

- (1) *HC_S_413_MH_20210706.pdf*
- (2) *2021.07.06 - RT letter to Registry (Special Half Day).pdf*
- (3) *2021.07.06 - RT ltr to Helmy.pdf*

and

- (4) Correspondence referred to in those letters below.

Kind regards,

Mohamed Helmy

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

Case No.: HC/S 413/2021

Filed: 06-July-2021 07:11 PM

Between

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

OTHER HEARING RELATED REQUESTS

To: The Registrar

The Defendant NANYANG TECHNOLOGICAL UNIVERSITY (Singapore UEN No. 200604393R) requests for:

Please refer to attached letter

Attach a document containing the reason(s)/justification(s) for Request

1. Ltr

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/292401/65

Solicitor in charge: 1. TIMOTHY ANG WEI KIAT (HONG WEIJIE),

2. ZHU MING-REN WILSON

COURT'S REPLY ON OTHER HEARING RELATED REQUESTS

Dated: 07-July-2021

Outcome: Please be informed that the hearing that is presently fixed for SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021 on 14 July 2021 at 9am is a special half day hearing. Please keep the Plaintiff informed. Thank you.

SHERELYN KHOO

FOR REGISTRAR
SUPREME COURT
SINGAPORE

This is computer-generated and requires no signature.



SUPREME COURT OF SINGAPORE
LEGAL REGISTRY

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

Date: 09-July-2021

To:

1. MOHAMED MUSTAFA MAHMOUD HELMY [BY EMAIL]
10 JURONG LAKE LINK #15-39 LAKE GRANDE
Singapore 648131
Email: helmy.m@protonmail.com

2. 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

Dear Sir/Madam,

**HC/S 413/2021
HC/SUM 2650/2021 & SUM 2991/2021 & SUM 3000/2021
MOHAMED MUSTAFA MAHMOUD HELMY V NANYANG TECHNOLOGICAL UNIVERSITY
- CORRESPONDENCE FROM COURTS**

VIDEO CONFERENCING NOTICE

1 We refer to the above matters, fixed for hearing on 14 July 2021 at 9am ("the hearing").

2 In view of the COVID-19 situation, most Court hearings or part thereof will be conducted by video conferencing as a precautionary measure. Please refer to Registrar's Circulars No. 3, No. 6 and No. 8 of 2020 at <https://go.gov.sg/rc-2020>. Further information and instructions on how to download and use Zoom can be found in the Guide on the Use of Video Conferencing and Telephone Conferencing ("Guide") available on the Supreme Court website and also available directly at <https://go.gov.sg/vc-tc-guide-2020>. If parties have any concerns with the matter or part thereof being conducted by video conferencing, please notify the Registry within 2 days of receiving this letter.

3 The use of video conferencing is optional for litigants in person, who are strongly encouraged to use video conferencing. Litigants in persons who have concerns with the matter being conducted by video-conferencing are to notify the Registry within 2 days of receiving this letter.

4 At or before the appointed date/time of the hearing please connect via Zoom and when prompted with "Join with meeting ID", please enter the Meeting ID. The Meeting ID and the password for this hearing are set out below. When prompted (after you key in the Meeting ID), please enter the password accordingly. Parties are **not** to share this password with any unauthorised party. Parties are also to keep the password in a secure location and avoid any inadvertent disclosure to third parties.

Meeting ID Password
999 3457 5322 487910

5 Once you are connected on Zoom, you will be placed in a "Waiting Room" and will be admitted into the hearing when the Court is ready for you. Please allow sufficient time to sort out any technical issues that may arise. You are encouraged to familiarise yourself with the Zoom platform well before the hearing.

6 All hearings conducted using Zoom proceed as if the parties are appearing before the Court in person. For High Court civil matters heard in open Court, unless otherwise notified, the Judges will be sitting in a courtroom and advocates and solicitors will be required to wear gowns.

7 **The recording, photography and dissemination of Zoom hearings in video, audio and/or any other form is strictly prohibited.** In appropriate cases, the Court may require an undertaking that no such recording will be made. Attention is drawn to sections 4 and 5 of the Administration of Justice (Protection) Act 2016 (Act 19 of 2016) read with section 28(11) of the Covid-19 (Temporary Measures) Act 2020 (Act 14 of 2020) regarding contempt of court by disobedience of court order or breach of undertaking, and contempt of court by unauthorised audio or visual recordings.

8 Parties are reminded that during the preparation, presentation and conduct of the hearing, they are to strictly comply with all safe distancing and other applicable measures required, under the laws of Singapore, to minimise the spread of COVID-19.

Thank you.

Yours faithfully,
SHERELYN KHOO
FOR REGISTRAR
SUPREME COURT
SINGAPORE

Tel No: 63321279

This is computer-generated and requires no signature.

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RE: HC/S 413/2021 SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021

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

To: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>

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

Wilson Zhu <wilson.zhu@rajahtann.com>

Mohamed Helmy <helmy.m@gmail.com>

Date: Friday, July 9th, 2021 at 11:44 AM

Dear Ms. Khoo,

cc. Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann

1. Thank you for your message.

2. I refer to your email and Video Conferencing Notice dated 9 July 2021 for the hearing on 14 July 2021.

3. I am litigant-in-person and the hearing is a special half-day hearing. I have concerns with the matter including presentation of myself at the special half-day hearing by video conferencing due to the stability of my internet connection and end user device. I respectfully notify the Registry.

4. According to the Registrar's Notice I received from the Registry on 18 June 2021, the *Venue of Hearing* is 'Chamber 2-6'. Do I understand correctly that I may receive further instructions and a queue number on the morning of 14 July 2021? For your convenience and kind reference, I attach here the Registrar's Notice dated 18 June 2021.

[Attachment: *S 413 of 2021 SUM 2650 of 2021 - RN dated 18 Jun 2021.pdf*]

Kind regards,
Mohamed Helmy
MD, PhD

helmy.m@protonmail.com
+65 83 555 817
10 Jurong Lake Link, #15-39
Singapore, 648131

----- Original Message -----

On Friday, July 9th, 2021 at 11:08 AM, SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg> wrote:

Attention Mohamed Helmy

RAJAH & TANN**Civil Registry**

Supreme Court of Singapore
1 Supreme Court Lane
Singapore 178879

BY E- LITIGATION

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
WZR/TWK/292401/65	-	9 July 2021	1/2

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

Dear Sirs,

1. We act for the Defendant in the above matters. The Plaintiff is self-represented.
2. We refer to the Plaintiff's email to the Registry on 9 July 2021, in which he appears to be asking for a physical hearing of SUM 2650, 2991 and 3000 on 14 July 2021 at the Supreme Court.
3. We note that the Plaintiff did not seek our agreement before writing to the Registry with his request, which relates to hearing arrangements for both parties. The Plaintiff has also not explained why he is unable to make arrangements to attend the hearing from any other remote location with an internet connection, using any basic electronic device.
4. Our lead counsel wishes to inform the Registry that he is residing with a family member who is presently in a highly vulnerable medical condition. His family member has not been vaccinated with available Covid-19 vaccines yet, because of that medical condition.
5. Our lead counsel seeks the Registry's kind understanding that he is presently not able to attend a physical hearing due to the above. As far as possible, our lead counsel wishes to minimise travel on public transport and to reduce contact with other persons for this period.
6. If the Registry is agreeable, we have no objections to an arrangement where the Plaintiff attends physically for the said hearings, but for Rajah & Tann Singapore to attend remotely.
7. We thank the Registry for its kind attention to this letter.

Yours faithfully,



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

RAJAH & TANN SINGAPORE LLP

9 Straits View, Marina One West Tower, #06-07, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com

We are registered in Singapore with limited liability (UEN T08LL0005E). We do not accept service of court documents by fax.

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CAMBODIA | CHINA | INDONESIA | LAO PDR | MALAYSIA | MYANMAR | PHILIPPINES | SINGAPORE | THAILAND | VIETNAM

RAJAH & TANN

- cc. 1. Clients
2. Dr. Mohamed Helmy
By Email Only

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

From: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>

To: helmy.m@protonmail.com <helmy.m@protonmail.com>
Wilson Zhu <wilson.zhu@rajahtann.com>
Timothy Ang <timothy.ang@rajahtann.com>

Date: Friday, July 9th, 2021 at 1:26 PM

Dear Mohamed Helmy and RAJAH & TANN SINGAPORE LLP

We refer to the Plaintiff's email and RAJAH & TANN SINGAPORE LLP's letter, both dated 9 July 2021.

2 In view of the Plaintiff's email, the Plaintiff may attend the hearing for SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021 physically in **Chamber 2-5** of the Supreme Court instead of via Zoom. The Defendant's Counsel may attend the hearing physically or by Zoom. The Zoom details in the Video Conferencing Notice dated 9 Jul 2021 remains unchanged.

3 Parties are to note that the starting time of the hearing has been changed to **10am (instead of 9am)**.

4 Upon arrival at the Supreme Court building, please proceed to the self-service kiosk located near the entrance of the building to obtain a queue number for the hearing. You may wish to seek assistance at the information counter should you be unsure of how to obtain the queue number. After a queue number has been obtained, please proceed to Chamber 2-5 at level 2 of the building and to wait outside the Chamber. Once your queue number is shown on the Centralised Display Management System outside the Chamber, you may proceed to enter the Chamber for the hearing

Thank you.

Yours faithfully

Sherelyn Khoo (Ms)

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for Registrar

Supreme Court



Supreme Court of Singapore

1 Supreme Court Lane, Singapore 178879

www.supremecourt.gov.sg

[@SupremeCourtSG](https://twitter.com/SupremeCourtSG)

Privileged or confidential information may be contained in this email. If you are not the intended addressee, you must not copy or distribute the mail or take any action in reliance thereon. Communication of any information in this mail to any unauthorised person may be an offence under the Official Secrets Act (Cap 213). If you have received this mail in error, please delete it and notify the sender immediately. Thank you.

From: Wilson Zhu <wilson.zhu@rajahtann.com>
Sent: Friday, 9 July 2021 12:51 pm
To: Helmy <helmy.m@protonmail.com>; SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>
Cc: Timothy Ang <timothy.ang@rajahtann.com>; Mohamed Helmy <helmy.m@gmail.com>
Subject: RE: HC/S 413/2021 SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021

Dear Sirs,

Please find attached our letter to the Registry, which we have filed by e-litigation today.

Wilson Zhu
Partner

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M +65 87770928
F +65 64282175

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

RAJAH & TANN ASIA
Cambodia | China | Indonesia | Laos | Malaysia | Myanmar | Philippines | Singapore | Thailand | Vietnam

www.rajahtannasia.com

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Re: HC/S 413/2021 SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021

From: helmy.m@protonmail.com <helmy.m@protonmail.com>
To: SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg>
CC: Wilson Zhu <wilson.zhu@rajahtann.com>
Timothy Ang <timothy.ang@rajahtann.com>
Mohamed Helmy <helmy.m@gmail.com>
Date: Friday, July 9th, 2021 at 1:52 PM

Dear Ms. Khoo,

cc Mr. Timothy Ang and Mr. Wilson Zhu at Rajah & Tann

1. Thank you kindly for your message and for your instructions.
2. I will endeavour to address concerns raised by Mr. Timothy Ang and Mr. Wilson Zhu in their letter dated 9 July 2021 (attached in the email from Mr. Wilson Zhu as *2021.07.09 - RT ltr to Registry (attendance).pdf*). I note that I still do not know if any Response affidavit may yet be filed by the Defendant, the possibility for which was mentioned in the Registrar's Notice (attached in the email I sent earlier today as *S 413 of 2021 SUM 2650 of 2021 - RN dated 18 Jun 2021.pdf*).

Yours sincerely,
Mohamed Helmy
MD, PhD

helmy.m@protonmail.com
+65 83 555 817
10 Jurong Lake Link, #15-39
Singapore, 648131

----- Original Message -----

On Friday, July 9th, 2021 at 1:26 PM, SUPCOURT Registry (SUPCOURT) <SUPCOURT_Registry@supcourt.gov.sg> wrote:

Dear Mohamed Helmy and RAJAH & TANN SINGAPORE LLP

We refer to the Plaintiff's email and RAJAH & TANN SINGAPORE LLP's letter, both dated 9 July 2021.

2 In view of the Plaintiff's email, the Plaintiff may attend the hearing for SUM 2650/2021, SUM 2991/2021 and SUM 3000/2021 physically in **Chamber 2-5** of the Supreme Court instead of via Zoom. The Defendant's Counsel may attend the hearing physically or by Zoom. The Zoom details

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

Case No.: HC/S 413/2021

Between

Filed: 08-July-2021 12:47 PM

MOHAMED MUSTAFA MAHMOUD HELMY
(FIN No. G3363781R)

...Plaintiff(s)

And

NANYANG TECHNOLOGICAL UNIVERSITY
(Singapore UEN No. 200604393R)

...Defendant(s)

REQUEST FOR INSPECTION OF CASE FILE

To: The Registrar

The Plaintiff MOHAMED MUSTAFA MAHMOUD HELMY (FIN No. G3363781R) requests for leave to inspect the Court file, for the following reason(s):

To help and facilitate writing my written submissions.

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.:

COURT'S REPLY ON REQUEST FOR INSPECTION OF CASE FILE

Dated: 08-July-2021

Outcome: Your request is Allowed.

FOR REGISTRAR
SUPREME COURT
SINGAPORE

This is computer-generated and requires no signature.



**SUPREME COURT OF SINGAPORE
LEGAL REGISTRY**

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

Date: 15-June-2021

To:

1. MOHAMED MUSTAFA MAHMOUD HELMY
10 JURONG LAKE LINK #15-39 LAKE GRANDE
Singapore 648131
Tel No:
Fax No:
Email: helmy.m@protonmail.com
File Ref No.:

2. 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. TIMOTHY ANG WEI KIAT (HONG WEIJIE)
2. ZHU MING-REN WILSON

Dear Sir/Madam,

**HC/S 413/2021
MOHAMED MUSTAFA MAHMOUD HELMY v NANYANG TECHNOLOGICAL
UNIVERSITY**

- PRE-PTC STATUS CHECK LETTER

The next PTC is for hearing on 01-July-2021, 09:00 AM

Yours faithfully,
SHERELYN KHOO
FOR REGISTRAR
SUPREME COURT
SINGAPORE

Tel No: 63321279

This is computer-generated and requires no signature.