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Wrongful Dismissal -  
Terminating  
Employment in  
Accordance With  
Contract is No Longer  
Sufficient

*JGP v JGQ [2026] SGECT 1*

24 June 2026

**LEGAL  
UPDATE**

# In this Update

The first reported decision of the Employment Claims Tribunals (“ECT”) provides a comprehensive statement on the law on wrongful dismissals, an increasingly important area of law that the ECT has described as “*layered, difficult and unclear*”. In this article, we discuss the ECT’s decision and the key takeaways.

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## INTRODUCTION

In *JGP v JGQ* [2026] SGECT 1 (“*JGP v JGQ*”), which was widely covered in the media, Tribunal Magistrate Jared Kang Chern Wey (“**Magistrate**”) allowed a claim for wrongful dismissal. The dismissal arose from 62 reimbursement claims that the employee submitted over 7 months in respect of products from a clinic that she was not allowed to seek reimbursement for under the employer’s Medical Claims Policy (“**Claims Policy**”), such as skincare products, chicken essence and an electric toothbrush.

The Magistrate provided detailed guidance on the law on wrongful dismissal in the first reported decision from the Singapore Employment Claims Tribunals (“**ECT**”). We discuss below the key legal principles on wrongful dismissal claims from *JGP v JGQ*, the Magistrate’s decision on the facts of the case, as well as the key takeaways.

## APPLICABLE LEGAL PRINCIPLES IN WRONGFUL DISMISSAL CLAIMS

### I. THE TWO TYPES OF CLAIMS FOR WRONGFUL DISMISSAL

There are two types of claims for “wrongful dismissal”; claims at common law and statutory claims.

#### A. Common law claims

Common law claims for wrongful dismissal turn on whether the employer brought the employee’s engagement to an end in accordance with the contract. Such claims must be brought in the civil courts and not the ECT. The common law does not inquire into the merits or fairness of the reason for termination insofar as termination is in accordance with the contract. At common law, there is no general duty to show good cause or to conduct a hearing before dismissal. As common law claims for wrongful dismissal are largely viewed through a contractual lens, the primary remedy is an award of damages intended to put the employee in the position they would have been in had the contract been properly performed. Typically, this means the employee can only recover salary and benefits corresponding to the notice period that the employer should have given.

#### B. Statutory claims

The second type of claim is statutory. Claims made under Sections 14(2) and 84(1)(b) of the Employment Act 1968 focus on whether the dismissal was made “without just cause or excuse” or “without sufficient cause” respectively (“**Statutory Claims**”). Compensation under Statutory Claims seeks to place employees in the pecuniary position they would have been in had they not been dismissed without just cause or excuse, while separately recognising the non-pecuniary harm of such a dismissal. Such

claims may only be filed in the ECT, not the civil courts, and are accordingly subject to the ECT's claim limit of S\$20,000 (or S\$30,000 in specified circumstances). The ECT will not merely review the employer's decision for error, but will determine *de novo* whether the dismissal was with or without just cause or excuse.

**(a) Where a reason is provided for the dismissal**

Where a reason is provided for the dismissal, the employer must prove that the material particulars are true and the dismissal proportionate, *ie* dismissal rather than a lesser penalty must be warranted, having regard to the nature of the breach and how comparable cases have been handled. In this regard:

- (a) where misconduct is alleged, it must typically be proved that there was dishonesty or serious rule breaches that eroded trust and warranted dismissal;
- (b) where performance is invoked, the focus turns to objective shortfall, prior warnings, and opportunity to improve; and
- (c) where redundancy is cited, there must be genuine redundancy tied to business needs, and fair selection of the individuals to be retrenched.

If the stated reason for dismissal is not proved, but the ECT finds that a lesser wrong was committed by the employee, the ECT may nevertheless go on to consider whether there was just cause or excuse for the dismissal, if (a) the lesser basis for dismissal was within the gravamen of what was fairly put to the employee before dismissal; (b) it does not contradict the notice of dismissal's core account of why the relationship had to end; and (c) the employee had a real opportunity to meet the lesser case during the internal process or proceedings.

**(b) Where no reason is provided for the dismissal**

Where no reason is provided for the dismissal, the employee must prove that there is no just cause or excuse for dismissal. This may be done by proving that no legitimate cause likely existed, for instance by showing that an ordinary and reasonable employer would not have dismissed the employee. Should the employer choose to remain silent on the reason for dismissal, it risks being unable to answer the evidence put forward by the employee.

**II. DUE INQUIRY AND THE CONTRACTUAL DISCIPLINARY FRAMEWORK**

Due inquiry is required under Section 14(1) of the Employment Act whenever an employer relies on misconduct as the basis for ending the employment, regardless of whether the dismissal is with or without notice. Due inquiry generally connotes a modest and fact-sensitive standard of basic fairness: adequate and reasonably clear notice of the case, a

genuine opportunity to answer it, and fair consideration of that answer before deciding on the matter. An appeal process is not necessary to satisfy the statutory requirement for due inquiry.

For common law claims of wrongful dismissal, a failure to conduct due inquiry may be treated as unlawful if the employer has breached the agreed disciplinary process.

However, breaches of a contractual framework are not freestanding grounds of liability in claim under Section 14(2) of the Employment Act, which provides only *substantive* protection. Lapses in the inquiry process will simply be weighed for what they show about the strength, reliability and proportionality of the employer's case.

### **III. THE TRIPARTITE GUIDELINES ON WRONGFUL DISMISSAL ("TRIPARTITE GUIDELINES")**

The Tripartite Guidelines articulate a concept of wrongful dismissal that is wider than that at common law. Courts should therefore be careful to avoid relying on notions of wrongful dismissal in the Tripartite Guidelines to determine common law claims.

In Statutory Claims, the ECT is obliged to have regard to the Tripartite Guidelines by reason of Section 20(7)(a) of the Employment Claims Act 1968, but the Tripartite Guidelines are not binding, and must be read subject to the Employment Act.

## **THE MAGISTRATE'S DECISION ON THE FACTS**

The claim in *JGP v JGQ* arose from the employer's internal review of staff medical-benefit claims, conducted as a result of a high volume of claims being submitted in respect of expenses incurred at a particular clinic. The review revealed that a substantial number of employees had sought reimbursement for retail items that were not claimable under the employer's Claims Policy. Various Disciplinary Committees ("DC") were convened and around 40 employees were dismissed, each having been assessed by the various DCs to have intentionally, wilfully and/or dishonestly committed serious breaches of the Claims Policy by making impermissible claims.

The decision in *JGP v JGQ* focused on the claim by a particular employee, Ms C, who had been dismissed for misconduct aggravated by dishonesty. The Claims Policy provided that claims for under \$200 did not have to be supported by an itemised invoice. Ms C had, over 7 months, made 62 transactions, many on consecutive days, that were typically just below \$200. The DC relied chiefly on this pattern of behaviour in coming to its finding that she had dishonestly made claims in respect of products that were not claimable.

The Magistrate disagreed with the DC, finding that Ms C's pattern of behaviour was also consistent with a cohort misunderstanding that non-itemised counter sales below the \$200 threshold were claimable. The Magistrate went on to explain that where both an inculpatory and an exculpatory account are plausible, the employer must point to affirmative indicators that the employee knew the claims were impermissible, such as a training acknowledgment, warning that was provided and/or admission. The Magistrate also had regard to the fact that (a) a large number of staff had made similar claims; (b) the typical claim was for a modest amount, which made it less likely that the employees would have knowingly risked their careers for such returns; and (c) the DC itself recorded Ms C as being junior and simple minded.

The Magistrate found that the evidence supported a finding that Ms C committed the lesser wrong of negligently making impermissible claims by relying on practice rather than formal policy. However, he found this to be insufficient to justify dismissal, as, among other things (a) Ms C was junior and had not engaged in prior misconduct; (b) the DC itself initially decided that a warning and bonus reduction were appropriate before being asked to reconsider the appropriate sanction; and (c) other employees with comparable patterns were warned or had bonuses reduced rather than being dismissed. In the premises, the Magistrate held that there was no just cause or excuse for dismissal.

## ANALYSIS / COMMENTARY

### KEYPOINT

*Adhering to the contract may not, on its own, be enough for an employer to avoid liability for wrongful dismissal under the Employment Act*

The key takeaway arising from the decision in *JGP v JGQ* is that a Statutory Claim may lie against the employer even if the employer has effected dismissal in accordance with the employment contract. This is significant because of the widespread practice of employers dismissing employees with notice without providing a reason for the dismissal – a practice founded upon the traditional wisdom that termination in accordance with the contract will insulate the employer from a claim for wrongful dismissal. Indeed, the Tripartite Guidelines suggest that an employee dismissed with notice and without reasons must substantiate a wrongful reason (such as discrimination or retaliation) to succeed in a claim for wrongful dismissal.

However, the ECT's decision makes clear that adhering to the contract may not, on its own, be enough for an employer to avoid liability for wrongful dismissal under the Employment Act. If an employee adduces sufficient evidence to make out a *prima facie* case that an ordinary and reasonable employer would not have dismissed the employee, for instance by showing that they had been performing well in their role, the employer must be prepared to demonstrate that there was "just cause or excuse" or "sufficient cause" for the dismissal. Otherwise, pursuant to the Second Schedule of the Employment Claims Regulations 2017, the employer may be liable for (i) any loss of income by the employee; and (ii) up to 3 months' salary for the non-pecuniary harm caused to the employee by reason of the dismissal.

Accordingly, it is more important than ever for employers to ensure that even in cases of dismissal with notice, legitimate reasons for the dismissal are properly documented. Where the dismissal is without cause, it would also be prudent for employers to record their reasons for dismissing the employee in question, including documenting why they decided to terminate the employment of the employee in particular, as opposed to another employee in a similar position.

On a related note, proper documentation from the moment an employee is onboarded is important, especially in cases of dismissal for misconduct or breaches of internal policies. Among other things:

- (a) without evidence of employees receiving proper training on internal policies or an acknowledgement that they read and understood the same, employers may face an uphill task proving that employees were aware of the relevant internal policies. Such documentation should be obtained at the onboarding stage, as well as whenever new policies are implemented or existing policies are substantially updated; and
- (b) documentation showing that there was due inquiry is critical in cases of dismissal for misconduct, even where the employee is dismissed with notice. The Disciplinary Committee should provide reasons in respect of its findings as to whether there was misconduct, as well as the appropriate disciplinary action to be taken. The proportionality and consistency of disciplinary outcomes remain important, but will take on special importance in cases where multiple employees are disciplined for misconduct of a similar nature.

Ultimately, the decision in *JGP v JGQ* is likely to result in a proliferation of claims being made in the ECT. Employees who are dismissed with notice but without reasons are now incentivised to bring a claim in the ECT, given the low fees for commencing a claim and the limited consequences for withdrawing the claim. This would essentially force the employer to submit a response to the claim, setting out the reasons for the dismissal with supporting evidence. Based on what the employer is able to put forth in its response, the employee may then consider whether to proceed with

the claim or withdraw. This is a practical consideration that employers should have regard to when deciding whether and how it dismisses its employees.

That said, insofar as the Magistrate indicated that the employer was seeking leave to appeal against his decision, it remains to be seen whether the principles espoused in *JGP v JGQ* will be affirmed subsequently.

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