

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 9

Small Claims Tribunals — Claim No 14831 of 2023

Between

JGC

... Claimant

And

JGD

... Respondent

GROUNDINGS OF DECISION

[Commercial Transactions — Sale of services]
[Contempt of Court]

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JGC

v

JGD

[2026] SGSCT 9

Small Claims Tribunals — Claim No 14831 of 2023
Tribunal Magistrate Jared Kang Chern Wey
3 November 2023

29 April 2026

Tribunal Magistrate Jared Kang Chern Wey:

1 On 3 November 2023, I heard and dismissed this claim, delivering a brief oral judgment explaining my decision. These are the full grounds of my decision, which also serve as an opportunity to record the poor behaviour of the claimant once she was told that the decision did not go her way.

The facts, the parties' positions, and the evidence

2 The respondent (a private limited company), is in the business of operating beauty spas and salons. It does so under the brand name “[*brand name redacted*]” (“Brand R”), which is located in [*location redacted*]. The claimant was a customer of Brand R. The relationship between them as business and consumer started on 7 March 2022, when the claimant purchased a “platinum membership” for \$5,136. This was for 12 face and body treatment sessions. This purchase came with several complimentary face creams, cleansers, and whatnot.

It is important to note that the claimant used the buy-now, pay-later service known as “Atome” to make this purchase, thereby splitting her payment of the full price across three equal, monthly tranches. The use of Atome also garnered her a \$50 discount on the total price. The first payment of \$1,695.32 was made on 7 March 2022 itself, and the same sums were paid on 6 April and 6 May.

3 It was not disputed that the claimant had been aware of what the use of Atome entailed on this occasion. She had been told by Brand R’s representative at their store, one Mr B, that the payment of the total price would be split into three tranches. She had been aware of the total price that she was required to pay for her purchase. She had taken steps to download and install the Atome application on her mobile phone, she then registered her account and went through the steps necessary to initiate and authorise the transaction. There was some dispute about whether the claimant had been given a paper receipt for her purchase, but no dispute that a digital copy of the receipt had been sent to her email. Though, the claimant stated that she did not see the receipt until much later because the email went into her junk folder and she had not checked it for some time. However, as the claimant did not dispute that she had authorised this transaction, whether or not a paper receipt had been provided was not particularly relevant.

4 This brings me to the second occasion on which the claimant purchased services from Brand R, that was, 2 May 2022. By the claimant’s account, she visited Brand R’s store with a view to including her daughter as a user of the treatments she had purchased. On this day, she also upgraded her “platinum membership” to a “premium membership”, which essentially increased the total number of face and body treatment sessions to which she was entitled to 24. To be clear, the claimant did not purchase a further 24 sessions. A “premium membership” entails 24 total sessions and, by upgrading her earlier purchase of

a “platinum membership”, the claimant was purchasing 12 *additional* sessions. This purchase cost \$2,568, which the claimant paid by NETS. The claimant also received some free gifts.

5 Following this, the claimant and her daughter did indeed utilise some of the treatment sessions purchased. Most saliently, they did so on 12 July 2022, which was the date on which the claimant ostensibly made a third purchase for \$9,000. It was this purchase that formed the foundation of her claim, although, I should state that the fact that it was this third purchase that grounded the claim was not easy to ascertain. The witness statement submitted by the claimant was not clear and, at the hearing, she also faced considerable difficulty articulating a consistent basis for her claim.

6 Before describing the parties’ positions *vis-a-vis* the third transaction, it is relevant to explain the difficulty the claimant *herself* had in arriving at any clear position at all. On as close a reading as is possible of the claimant’s witness statement, it appeared that she had three central complaints about Brand R. The first was disclosed by the following paragraphs:

I believe this situation involves fraudulent activity, as I was not informed of the specific amount I would be charged at the time of payment. Additionally, the \$16k I have already paid is not the final payment, as [Brand R] continued to charge my card without my knowledge. If I had not cancelled my card, they would likely charged me an amount exceeding \$16k.

Furthermore, I did not receive a receipt immediately upon making the payment. It was only after questioning [Brand R] about the \$16k charges that they informed me a receipt had been sent via email, which ended up in my junk folder. This seems deceptive, as the company could send a receipt with an inflated amount that was not agreed upon, and then use it as an excuse to manipulate me into thinking I had agreed to pay that amount. Moreover, the receipt they provided does not bear my acknowledgment or signature. If they had informed me from the beginning that their facial would cost more than \$16k, I would not have agreed to it.

7 The second complaint was disclosed by these paragraphs:

Additionally, the treatment I received was not what I had signed up for. The end result of the facial did not match what had initially attracted me to engage [Brand R]. Throughout the facial, they repeatedly performed the same procedure, mini “HIFU,” while their website and even the manage[r], [Mr B], had assured me that I would experience a variety of different therapy and devices. This was one of the reasons why I chose to engage [Brand R], and it was not fulfilled.

8 The third complaint was disclosed by the following:

Lastly, at the beginning, the manager, [Mr B], convinced me to purchase the 48-session facial plan by assuring me that I could use it even after 2 years. This was important to me because I was concerned about not being able to redeem all 48 sessions within the given timeframe due to my busy schedule. [Mr B] assured me that they could extend the timeframe and allow me to redeem the remaining sessions even after 2 years, with no expiry date. However, they are now claiming that I have a limited timeline to redeem the remaining sessions, contradicting their previous statement.

9 For completeness, it should be noted that the claimant also put in another write-up, apart from her witness statement, which somewhat expanded on the first complaint she had, as reproduced above. She wrote here:

I am writing to bring to your attention a concerning incident regarding a recent facial treatment I received at [Brand R]. I have attached the receipt for my payment, which amounted to a total of \$16,594.

I was under the impression that I would receive an invoice at the counter, allowing me to review and provide my signature for approval of the total payable amount for the package.

However, I must also emphasize that this amount was deducted from my credit card on a monthly basis for a period of 12 months through the third-party vendor, Atome. I was not informed of the total amount to be paid, nor was I informed that it would be deducted over a period of 12 months.

To provide some context, the payment was intended to cover a package of 47 sessions, of which I have only utilized 13 so far.

This means that each session should cost \$353.06. Based on this calculation, I believe I am entitled to a refund of \$12,004.17, as there are still 34 unused sessions remaining in my package. I was also verbally assured that the package I purchased would include the facial devices and products as a complimentary.

10 From the foregoing, it seemed to me that the claimant was essentially making three allegations. First, although she had agreed to purchase some services from Brand R at *some* price, she did not know what that price was, and the entire \$16,594 charged to her was in issue. Second, which seemed to be in the alternative, the services she purchased were not up to her expectations. Third, which seemed to be a further alternative, she was misled to believe that the treatment services she had purchased would be redeemable for longer than they actually were. On their face, these complaints *appear* cogent enough. However, the clarifications she furnished at the hearing substantially changed the character of her first complaint.

11 At the commencement of the hearing, I informed the claimant that it was not very clear whether she was saying: (a) that the entire charge of the \$16,594 had not been authorised by her; (b) that she had authorised *some* payment to Brand R, but for a different sum; or (c) that the payment of \$16,594 had been authorised but she had been the subject of some unfair practice which had caused her to purchase services she otherwise would not have. To this question she responded with “it is all these”. After I pointed out that it could not be “all these” since these positions were not consistent, she stated it was “unfair practice”. This, in turn, led me to clarify whether by “unfair practice” she meant that the payments made had not been authorised by her.

12 It was this question and the line which followed it that revealed the foundation of the claimant’s case. Responding to my question as to whether she had authorised the payments made, the claimant provided two clarifications

which substantially changed the complexion of her first complaint as reproduced at [6] and [9] above. First, she stated that on 7 March 2022, she had downloaded the Atome application on her mobile phone and used it to pay \$5,086, or, \$1,695.32 over three months from March to May 2022. Second, she accepted that she had authorised the second purchase on 2 May 2022 using NETS, though she claimed that she did not know the price she was paying, nor did that price appear on the screen of the point-of-sale terminal.

13 These two clarifications plainly showed that it was not the entire \$16,594 that had not been authorised as her written statements suggested. Indeed, when I came to ask the claimant questions about her position *vis-à-vis* the third transaction on 12 July 2022, she readily accepted that it was *only this* transaction for \$9,000 which she was alleging had not been authorised. This thus segues back to my point at [5] above, that it was the third transaction which formed the foundation of the claimant's case.

14 By the claimant's account, on 12 July 2022, she and her daughter had gone to Brand R's store to utilise two treatment sessions (one each). The claimant averred that, after their sessions, Mr B sought to use hard sale tactics to cause her to purchase an additional 24 treatment sessions, which, if she did, would bring the total number of sessions she purchased up to 48. He also allegedly offered her many free gifts in the course of a "very vague" discussion apparently designed to obfuscate that she would be surreptitiously charged \$9,000 without her authorisation. As to what the result of this discussion was, however, the claimant was herself ironically unclear.

15 As a starting point, the claimant accepted that there were some "negotiations" which took place on 12 July 2022 between herself and Mr B, with her daughter present. As to whether these "negotiations" had reached an

agreement, the claimant did not answer and constantly retreated to her explanation that the discussion was “very vague” and that she was “very confused”. Thus, to put the point another way, I asked the claimant whether she had left Brand R’s store on 12 July with *any* understanding that she had made some purchase of additional treatment sessions. To this, she was able to provide a slightly clearer answer. She denied that she did. Indeed, she was very insistent that she had not authorised *any* payment to Brand R on this date, whether for treatment sessions or products.

16 However, though the claimant stuck adamantly by the above-described position, she did not dispute that she had left the store on 12 July with a range of different creams, serums, foams, and skincare devices. The claimant stated that these were gifts given to her for free. Naturally, the representative for the respondent, one Mr A, rejected that the respondent would have been giving out gifts amounting to more than \$7,000. Given this, I asked the claimant the basis on which she had been gifted such items if no further purchase had been made. To this, her answer was that she believed she was being given additional gifts for the 24 total treatment sessions she had purchased earlier on 7 March and 2 May 2022.

17 Given how the claimant’s position evolved during the course of the hearing; how her case and the respondent’s defence both depended heavily on what took place at Brand R’s store on 12 July 2022; and the fact that the only listed witness who was present at the discussion on 12 July was the claimant herself, I exercised my powers under s 22(4) of the Small Claims Tribunals Act 1984 to summon the claimant’s daughter (“Ms Y”) and Mr B to give evidence. They were both present at the discussion on 12 July.

18 Ms Y's account broadly supported her mother's version of events on 12 July 2022, though there were some initial contradictions. When Ms Y entered the hearing, I explained to her that she had been summoned to give evidence because her mother's case had come to centre around events that took place on 12 July 2022 at Brand R's store, and there was no dispute that she (Ms Y) was present at the store on this date. On this footing, I asked Ms Y to describe the events which took place on 12 July. Like her mother, Ms Y also referred to the hard sales tactics used by Mr B and her impression that they were being given many free gifts. When I queried whether she recalled her mother authorising any payment to Brand R on 12 July 2022, Ms Y alluded to her mother's use of Atome.

19 Given that Ms Y's position seemed to contradict her mother's position that no payment had been authorised *at all*, I pointed out the contradiction to the claimant and invited her to ask questions of Ms Y to clarify. In response, the claimant alleged that I was acting unfairly by pointing out the contradiction. I chided the claimant for her statement and made clear that the very purpose of highlighting the ostensible contradiction and inviting her to ask Ms Y questions herself, was so that the actual position could be brought forth. However, as the claimant seemed unable to construct any cogent questions to ask of Ms Y, I had to question Ms Y in clarification myself.

20 To my clarificatory questions, Ms Y answered that she did not mean that her mother had used the Atome application on 12 July 2022 and that she was instead referring to her mother's use of the application for the first transaction on 7 March 2022. As to why Ms Y thought it necessary to refer to the 7 March 2022 transaction when I had expressly stated that I wished for her to describe *only* the incident on 12 July 2022, Ms Y said she was confused. In any event, I also asked Ms Y to state whether she had left Brand R's store on 12 July 2022

with any impression that *some* payment had been made. She stated that she did not have any such impression. Ms Y put it such: if she had known that it was going to cost “like \$10,000” to “wash face”, she would have told her mother that it was not necessary to bring her to Brand R.

21 This brings me to Mr B’s evidence. On his account, he spoke to the claimant and her daughter on 12 July 2022, unsurprisingly, with a view to selling them additional sessions of treatment. He stated that there were negotiations as to price and ultimately it was agreed that the claimant would purchase an additional 24 sessions of treatment for \$4,800, and two “marvellous 24K gold skincare revolution system” devices for \$2,100 each. This totalled \$9,000. And, to make the purchase more attractive, Mr B stated that he threw in several thousands of dollars of free gifts, which he stated, had been requested by the claimant. In fact, he was at pains to emphasise that the claimant had kept asking for “more and more” free gifts.

22 On the question of whether the claimant had authorised Brand R to receive payment of this \$9,000 charge via Atome, Mr B insisted that she had. By his account, after the price had been agreed and the claimant was ready to make payment, he had shown her the total price of \$9,000 on a calculator and handed her a QR code to scan. This QR code was for the claimant to make payment via Atome. According to him, the claimant scanned the QR code and proceeded to authorise payment via 12 monthly instalments.

23 Mr A also made submissions in support of Mr B’s position. He argued that the claimant’s averment that she had not granted any authorisation to Brand R for \$9,000 to be charged to her on 12 July 2022 was inconsistent with the fact that there was a receipt reflecting that a sum of \$8,940 (\$9,000 after \$60 in discounts) had been charged to her Atome account. He referred to the fact that

transactions through Atome needed to be authorised through various steps *only* the claimant could take using her mobile phone. The claimant made clear that her daughter had not authorised payment on her behalf. Thus, notwithstanding the claimant’s insistence that she had not—at any point on 12 July 2022—taken out her mobile phone to use the Atome application, Mr A said the only logical conclusion was that the claimant had authorised the purchase.

24 In opposition, and to explain how this charge might have been incurred on her Atome account, the claimant averred that there were “integrity issues” with the payment system used by Brand R, that she had been charged without her authorisation, and that she had not purchased additional services or products on 12 July 2022. However, this was somewhat inconsistent with her third complaint reproduced at [8] above, which seemed clearly to imply that Mr B had convinced her to purchase 48 treatment sessions in total, not just the 24 sessions purchased on 7 March and 2 May 2022.

25 In any event, on the footing that she could show that she had not entered into the third transaction, the claimant said that she should be entitled to a refund of the \$9,000 forming the subject of that transaction. As to why she was claiming a refund beyond that \$9,000 for some \$12,000 (see [9] above), the claimant stated that the unauthorised charge led her to lose trust in the reliability of Brand R. This in turn caused her not to want to use its services. Therefore, she said, she should also receive a refund of the price for the unused sessions she had earlier purchased on 7 March and 2 May 2022. Further, as set out at [7] and [8], the claimant also contended that the services she had received from Brand R were not satisfactory, and that Mr B had misled her to believe that her right to redeem treatments would not expire.

The issues which arose

26 The totality of the foregoing undisputed facts, positions taken by the parties, as well as the evidence on which they relied in support of their positions revealed a central issue that needed to be determined. That was, whether the claimant had entered into a contract with the respondent on 12 July 2022 to purchase the items stated at [21] above, for a price of \$9,000.

27 If she had not, it then needed to be determined whether her claim for the refund for the \$9,000 which formed the subject of the third transaction even fell within the jurisdiction of the Small Claims Tribunals (“SCT”). After all, if the claimant had not authorised the third transaction on 12 July 2022, there would not have been a contract for services in respect of which she could bring a claim in the SCT. That said, this jurisdictional issue would not have affected the claimant’s case as far as it related to the first and second transactions on 7 March and 2 May 2022. Whether her claims in respect of *those two transactions* could be sustained depended on whether her second and third complaints could make out causes of action. For example, whether her complaints, if proven, could rise to the level of amounting to a vitiating factor on which the claimant could rely to unwind those two transactions—*eg*, misrepresentation. Indeed, her second and third complaints *seemed* to be misrepresentation arguments.

28 If, however, the claimant had entered into a contract for the provision of services with the respondent on 12 July 2022, her entire claim would depend on the ability of her second and third complaints to establish a vitiating factor on which she could rely to unwind *all three transactions*.

My decision

29 Before setting out my decision on these issues, notwithstanding how trite these propositions may seem to be, it is necessary to reiterate that: (a) the claimant bears the burden of establishing a cause of action in law that can take her to the remedy she seeks—this cause of action, of course, needs to be supported by the facts and evidence; and (b) extraordinary claims tend to require extraordinary proof. With these two points in mind, I turn to my reasons for dismissing the claimant’s case in its entirety.

30 In my judgment, it was clear that the claimant had authorised the \$9,000 transaction on 12 July 2022, that she knew the sum of money she was paying, and that a contract had been formed between her and the respondent on this date. Three reasons follow.

(a) First, the claimant’s averment that she had been given additional free gifts on 12 July 2022 for the earlier purchases she had made (see [16] above) was incredible. In the receipt for the claimant’s purchase on 7 March 2022, it was recorded that \$2,300 in worth of items had been given to her without charge. On 2 May, it was recorded that \$7,276 in worth of items been given to her without charge. It beggared belief that, for no reason at all, Brand R would have given the claimant an additional \$7,779 in worth of saleable goods. Indeed, it did not assist the claimant that she had conceded the fact that some “negotiations” had taken place on 12 July 2022. If negotiations had taken place, parties either reached an agreement or they did not. While the claimant insisted that there was no agreement, it was more probable than not that this was untrue in light of the gifts with which she had walked out.

(b) Second, the claimant's assertion that there were "integrity" issues with Brand R's payment system was an extraordinary claim, and it required extraordinary proof, of which the claimant had none. On the contrary, the point immediately above already cut rather sharply against the grain of the claimant's assertion. Beyond that, however, her position was also not aided by: (i) the fact that the charge on her Atome receipt exactly matched that on the receipt which had been issued by Brand R, and (ii) the date on which her Atome account started being charged was 12 July 2022. Applying Occam's razor, it seemed that all the following pointed straightforwardly towards the conclusion that the claimant had made a purchase from Brand R for \$9,000 using the Atome application, and that she had known the exact price she was paying. After all, prior to authorising the transaction on Atome, the claimant would surely have seen at least the total sum payable.

(c) Lastly, the claimant had no documentary evidence in support of her case whatsoever. Accordingly, her case turned wholly on her witness statement and her oral account of events. Her account, however, was not particular consistent nor clear, and quite unconvincing. As mentioned at [24] above, the claimant's insistence that she had not purchased an additional 24 treatment sessions on 12 July 2022 was inconsistent with her witness statement that she had purchased a total of 48 treatment sessions from Brand R. I also did not think Ms Y's evidence carried any real corroborative weight. For one, given their relationship, it was to be expected that their accounts would generally cohere. But, apart from that, I was also doubtful of the truthfulness of Ms Y's ultimate claim that her mother had not authorised *any* payment to Brand R on 12 July 2022. Her original response to my question in respect of this date was, in my view, revealing (see [18] above). Further, the explanation that she was

confused and was referring to the transaction on 7 March 2022 (see [20] above) was unconvincing. After all, it was not even disputed that Ms Y had not been at Brand R's store on 7 March, and that the first occasion on which she had been to the store was 12 July 2022.

31 As stated at [28] above, if the claimant had entered into a contract with the respondent on 12 July 2022—which I found she had—it needed to be determined whether her claim for a refund could nevertheless be sustained on the grounds that there was some vitiating factor that would have allowed her to unwind all three transactions on 7 March, 2 May, and 12 July 2022.

32 In my judgment, the clear and obvious answer was that there were no such vitiating factors. First, although the claimant asserted that the services she had received from Brand R were not satisfactory, this was a bare assertion made without any supporting evidence as to either the promises allegedly made or the alleged deficiencies in the delivered services. This assertion therefore could not even get out the gate. Second, the claimant's assertion that Mr B had misled her to think that the treatment services could be redeemed for a period longer than they actually could have been was also unsubstantiated. On the contrary, on each of the receipts issued by Brand R to the claimant, the expiry date of the treatments purchased had been stated clearly.

Conclusion

33 For the reasons given above, I found the claimant's case unsustainable as a matter of fact. Accordingly, I dismissed it entirely. I should state, however, that after I dismissed the claim, I made an ancillary request of Mr A.

34 For context, during the hearing, I asked parties if they had attempted to settle their dispute. They had, but the claimant stated that she was unwilling to

settle for anything other than the refund she had claimed, and the respondent was unwilling to offer anything more than a one-year extension of the validity of the unused treatment sessions purchased by the claimant. Therefore, no settlement could be reached. Nevertheless, as there was no dispute that the claimant still had a number of unused treatment sessions which have, on the respondent's account, expired, I invited Mr A to consider if it was possible for Brand R to allow the claimant—in fairness, *despite* my substantive decision—to consume her unused sessions for some time after the hearing. I made clear that I was not ordering Mr A to do anything, but rather to consider doing so. He stated that he would consider.

Postscript: The claimant's conduct

35 As mentioned at [1] above, the claimant behaved poorly after I delivered a brief oral judgment dismissing her claim. It is apposite to describe her conduct in a play-by-play fashion.

36 After my decision was handed down, the claimant insisted that she had not signed any document approving the transaction of \$9,000. I thus explained that this was not a point that went in her favour because contracts may be formed in a variety of means, including orally and by conduct. The fact that she had not specifically signed *some* document authorising the third transaction accordingly did not bear on my decision.

37 In response, the claimant rebutted this by questioning me on whether, in the order of importance, signatures carried more weight than oral agreements or conduct. In response to this, I told the claimant that my decision and findings were as I had delivered, and that I would not be engaging in a debate about this issue. I informed the claimant that if she disagreed with my decision, she would have to seek legal advice as to the recourse that was available to her. In stating

this, I also told parties that it was generally improper to engage in an argument with a court or tribunal once a decision has been handed down, though I was clear that I did not intend to make an issue of the matter given that the claimant was not legally trained.

38 The claimant did not stop here. After I stated the foregoing, the claimant went on to question why I had asked Mr A to extend the expiry date of her unused treatment sessions when she had already indicated that she was “not happy” with this outcome. I explained that I was not ordering Mr A to do anything but, rather, to consider giving effect to the respondent’s settlement position *notwithstanding* the fact that they had successfully defended the claim. In response to this, the claimant repeated numerous times that she thought my decision was “unfair” because, apart from my finding that she had entered into a binding contract with the respondent, she was also dissatisfied with the services provided by Brand R and, accordingly, that she should be entitled to a refund therefrom.

39 To this, I stated that this was not ultimately the primary case the claimant pursued at the hearing. I reiterated that her primary case, as it came out during the hearing, was that the third transaction had not been authorised, and that she was entitled to a full refund for this transaction as well as a refund for part of the first two transactions because she had lost trust in Brand R’s services. I also noted that, in any event, she had adduced no evidence as to the representations made by Brand R as to the cosmetic effects their treatments would purportedly have, much less evidence to establish that the treatments she received were of such poor quality as to vitiate the original bargain.

40 In response, the claimant made what was—in my judgment—an entirely inappropriate statement. She remarked that I was “acting as the lawyer for the

other side”. I chided the claimant, sought to put a stop to her belligerent ranting, and invited her to withdraw her statement. She refused to do so and insisted on speaking over me in order to get her voice on record. I thus informed the claimant that the allegation she was making, if unproven, could amount to contempt and that she could, if she wished to, withdraw the allegation that I was partisan towards the respondent. In this connection, I explained firmly to the claimant that the decision I handed down was taken in accordance with the applicable principles, and that if she wished to suggest that I had done otherwise, she could either do so directly, or, if it was not her intention to make such a suggestion, she was free to withdraw her statement.

41 The claimant did not withdraw her statement. Instead, she insisted that I was threatening her and that she was feeling threatened. Moreover, she restated her assertion that “I was acting as the lawyer” for the respondent, and that I was “siding with them”. I gave the claimant final opportunity to withdraw her allegation which she, again, did not take. The hearing ended then with the claimant repeating her unhappiness, me reiterating the legal basis of my decision, and the claimant abruptly exiting the virtual hearing room before I had completed my final sentence.

42 I record the foregoing not just to criticise the claimant’s *lack of etiquette*, if I may describe her behaviour so mildly. It is to make the simple observation that, when a litigant chooses to go on a quarrelsome tirade—or perhaps when they cannot help themselves from so doing—there *may* come a point where he or she either insinuates or directly alleges something which crosses a line. To avoid that happening, litigants might find it helpful to remind themselves that the Administration of Justice (Protection) Act 2016 (“AJPA”) exists. Among other things, the AJPA is directed at conduct which scandalises the court, which intentionally insults a judge sitting in proceedings, which causes interruptions

or obstructions in the course of proceedings, or which otherwise interferes with the proper administration of justice.

43 We have the AJPA not because courts or judicial tribunals demand deference for the sake of it. It is because the fair and orderly determination of disputes within our society depends on a minimum standard of civility, restraint, and respect for process. Parties are fully entitled to disagree with a judicial decision. What they are not entitled to do is impugn an adverse decision with baseless allegations of bias, persistent interruption, speaking over the judge, or any other conduct which impedes the proper disposal of the matter. In all judicial proceedings—be it in the SCT or other judicial fora—contempt of court may attract serious sanctions, including a fine or imprisonment.

44 It is therefore important that disputants who intend to use the SCT understand this clearly: the informality and accessibility of the process are not a licence for bad behaviour. The same is true of other fora employing simplified procedures, including the Employment Claims Tribunals, Community Disputes Resolution Tribunals, or Protection from Harassment Court. These processes may feel less formal than ordinary civil proceedings, but they are no less judicial for that. The expectations of honesty, self-restraint, courtesy, and respect for the court or tribunal’s decisions remain the same.

45 Parties may come to the court or a tribunal with a strong view of the merits of their claim. But they should remind themselves that conviction is not proof. If a claimant cannot substantiate his or her claim with evidence, or at least a cogent explanation of why the claim should succeed on the material available, the claim is liable to fail. When that happens, the disappointed party has only a limited number of proper courses open: to seek an appeal if grounds exist, or to

accept the outcome with grace and civility. In the present case, the claimant did not do the former, and certainly did not do the latter.



Jared Kang Chern Wey
Tribunal Magistrate



The claimant in person;
The respondent in person.
