

Legal Update

A Short Recap of Published Employment Claims Tribunal ("ECT") Decisions on Wrongful Dismissal

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Background

The Employment Claims Tribunals' jurisdiction over wrongful dismissal claims is a relatively recent development in Singapore employment law. Historically, the concept of "wrongful dismissal" in Singapore was rooted in the common law of contract and concerned primarily whether an employer had lawfully terminated the employment relationship in accordance with the contractual notice provisions. In the absence of a repudiatory breach by the employee justifying summary dismissal, an employer who dismissed an employee without notice would ordinarily be liable only for damages representing the salary and benefits that would have been earned during the notice period. The remedies available were generally contractual in nature, with the courts traditionally reluctant to inquire into the substantive fairness of the employer's decision or to award compensation for the manner of dismissal.

The statutory regime introduced by the Employment Act in 2019 and administered by the Employment Claims Tribunals, expanded the inquiry beyond the traditional common law focus on notice.

The statutory wrongful dismissal jurisdiction under s 14(2) of the Employment Act requires a more nuanced analysis that necessitates consideration of whether the dismissal was affected with "just cause or excuse" within the meaning of the Act.

This issue has gained greater prominence since May 2026 with the publication of the Tribunal decision in JGP v JGQ, the first published ECT decision. The decision illustrates the continuing interaction between traditional common law principles and the broader statutory protections now available to employees through the Employment Claims Tribunals.

Since then, the ECT has published more decisions and there is now an emerging jurisprudence on "wrongful dismissal" without "just cause or excuse".

We have accordingly decided to publish a short summary of the published ECT decisions so that readers have an opportunity to familiarise themselves with the practical impact of recent developments in this important area of the law.



1. JGP v JGQ

- **Date:** 15 May 2026
- **Citation:** [2026] SGECT 1
- **Proceedings:** ECT Claim Nos 11019 and 11021 of 2024
- **Summary:** The Tribunal considered claims arising from the dismissal of employees arising from alleged dishonest or improper expense claims. It held that the employer had not proved dishonesty and that its actions in dismissing some employees but not others was not proportionate. The decision is also important for its highlighting that just because the dismissal was affected with notice does not prevent it from being scrutinised by the ECT to determine whether it was for just cause and excuse. The ECT will examine the employer's stated reasons.



2. JIF v JIG

- **Date:** 1 July 2026
- **Citation:** [2026] SGECT 3
- **Proceedings:** ECT Claim Nos 10265 and 10268 of 2025
- **Summary:** The claimant alleged retaliatory redundancy and also claimed additional retrenchment benefits and payment relating to unvested employee share options. The Tribunal dismissed the wrongful-dismissal claim because the redundancy process had begun before the claimant's formal Speak Up report, and the redundancy reason was found to be genuine. The Tribunal further held that s 45 of the Employment Act does **not** confer a general statutory entitlement to retrenchment benefits, which must instead arise from contract or collective agreement. Finally, it rejected the share-option claim under the applicable plan terms.



3. JIS v JIT

- **Date:** 13 July 2026
- **Citation:** [2026] SGECT 5
- **Proceedings:** ECT Claim No 11328 of 2025
- **Summary:** The employer purported to "retire" the claimant immediately after he had reached the statutory retirement age, without giving contractual notice or salary in lieu, and relied on a six-month re-employment offer which the employee had rejected. The Tribunal held that attaining retirement age does not automatically end an employment contract: the employer still had to terminate according to the contract and the Employment Act, and the six-month offer did not satisfy the statutory minimum one-year re-employment term in the absence of the employee's agreement. The Tribunal awarded **\$11,600 in salary in lieu of notice** and **\$14,750 as an employment assistance payment** under the Retirement and Re-employment Act 1993.



4. JIW v JIX

- **Date:** 28 July 2026
- **Citation:** [2026] SGECT 7
- **Proceedings:** ECT Claim No 10033 of 2026
- **Summary:** A probationary regional audit manager was dismissed for alleged poor performance after receiving scores below the employer's thresholds, but the supervisor had not explained the qualitative standards, conducted the required periodic reviews or documented the reasons for the individual ratings. The Tribunal held that an employer has latitude to set suitability standards but must prove both that the standards were reasonably calibrated and that the underlying scores or assessments showing the employee fell below them were justified. The wrongful-dismissal claim was allowed, and compensation was capped at the applicable ECT maximum of **\$30,000**, with the Tribunal commenting that it would have awarded 5 months salary but for the statutory cap.



5. JJC v JJD

- **Date:** 3 August 2026
- **Citation:** [2026] SGECT 8
- **Proceedings:** ECT Claim No 11477 of 2025
- **Summary:** The claimant was a manager dismissed after less than six months' service, with salary in lieu of notice paid shortly after the dismissal and after he had commenced TADM mediation. The Tribunal dismissed the wrongful-dismissal claim for lack of jurisdiction

because a managerial or executive employee dismissed with notice or salary in lieu must have served the employer for at least six months to qualify as a “relevant employee” under s 14(2A) of the Employment Act. A short delay in paying salary in lieu did not convert the termination into a dismissal without salary in lieu for jurisdictional purposes.



6. JJF v JJG

- **Date:** 7 August 2026
- **Citation:** [2026] SGECT 9
- **Proceedings:** ECT Claim No 11183 of 2025
- **Summary:** A senior construction manager was dismissed under a contractual termination clause with salary in lieu but without any contemporaneous reason. He alleged that the real reason was discrimination or retaliation connected with a disclosed mental-health condition. Although the Tribunal rejected that positive allegation, it nevertheless found wrongful dismissal because the evidence established an absence of a sufficiently proven, operative and just cause or excuse. This decision illustrates that contractual termination with notice does not necessarily answer the separate statutory inquiry under s 14(2) of the Employment Act. Compensation was awarded for the affront and disruption caused by the unexplained dismissal. The employer has obtained leave to appeal on a question of law.



7. JJH v JJI

- **Date:** 12 August 2026
- **Citation:** [2026] SGECT 10
- **Proceedings:** ECT Claim No 10450 of 2026
- **Summary:** After returning from cancer treatment, the claimant sought medically recommended adjustments to her work, including a WFH arrangements on certain days and light duties, to permit her to attend her follow up treatments. She provided medical advice from her treating doctor to support her application. The employer failed to engage substantively with the medical advice, the suggested accommodations, and the effect of its decisions on her recovery, following which she resigned. The Tribunal held that the employer breached its implied duties to take reasonable care of the employee’s health and safety and to preserve mutual trust and confidence, leaving her with the constrained choice of resigning or remaining at work at the risk of further deterioration in her health. Accordingly, her resignation amounted to a forced resignation and statutory dismissal. She recovered the full **\$20,000 claimed**, comprising loss of income and compensation for harm.



Principal themes emerging from the decisions

1. **Contractual termination and statutory wrongful dismissal are distinct.**
JGP v JGQ and JJF v JJG indicate that compliance with a notice clause does not necessarily establish a “just cause or excuse” for purposes of s 14(2).
2. **Employers must prove the factual foundations of poor-performance dismissals.**
JIW v JIX demonstrates that an aggregate appraisal result is insufficient where the underlying standards were vague, not communicated, not reviewed periodically or unsupported by contemporaneous reasons.
3. **Redundancy does not by itself create a statutory severance entitlement.**
JIF v JIG treats retrenchment benefits as dependent on contract or collective agreement, notwithstanding the difficult negative wording of s 45 of the Employment Act. (The government has stated in Parliament that it will be consulting with unions and employers as to the current retrenchment regime in Singapore.)

4. Retirement and re-employment require separate legal analysis.

JIS v JIT confirms that reaching retirement age does not automatically terminate employment and that an unaccepted offer of less than the statutory minimum re-employment period does not discharge the employer's obligation.

5. Constructive or forced resignation is within the statutory definition of dismissal.

JJH v JJI applies that concept where persistent failures concerning medical accommodation left the employee with no reasonable practical alternative but resignation.

**Important status qualifications**

These are **first-instance tribunal decisions**, not appellate authorities. Appeals from an ECT determination are restricted to questions of law or jurisdiction and require leave; notably, leave has already been granted in respect of JJF v JJG, so its wider propositions concerning a no-reason termination should be treated with particular caution pending appellate determination.

If you have any questions arising from the issues discussed in this article, or if you require advice on any employment-related matter, please do not hesitate to contact a member of our Employment Practice Group. We would be pleased to discuss how these developments may affect your organisation and to provide practical, tailored advice for your specific circumstances.

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