

Legal Update

Can a resignation during maternity leave amount to constructive dismissal?

JKP v JKQ [2026] SGECT 13

5 October 2026

The Employment Claims Tribunals held that the claimant had been constructively dismissed, and that the dismissal was wrongful because it was driven by her pregnancy-related absence and impending maternity leave.

The decision is important because it illustrates how the statutory concept of constructive dismissal under the Employment Act 1968 can apply in a real-life situation, and how important it is for organisations to manage matters when staff take maternity leave.



Facts

C commenced employment with R on 21 April 2021 and was earning a gross monthly salary of \$3,300 at the material time. In March 2023, her business unit came under a new director, Mr EC. In July 2023, her appraisal recorded that her “performance and work ethic has been excellent”, and Mr EC also stated that her “performance is good”.

On 12 September 2023, she submitted her maternity leave form. The next day, on her doctor’s advice, she went on hospitalisation leave for pregnancy-related complications and remained on such leave until she gave birth on 11 October 2023.

On 18 September 2023, C received a WhatsApp message from her immediate superior, Ms JY, stating that Mr EC “isn’t keen on having u back just a headsup”. Ms JY gave evidence to the tribunal that she sent this message because she had the impression from Mr EC that C would be told to go upon returning from maternity leave. On 2 October 2023, Mr EC sent a message saying that he wished to speak with her “regarding the plans after”.

The phone call then took place on 4 October 2023 (the “**4 October Call**”). The tribunal found from that during this call C was essentially told that her employment would be terminated at the end of her maternity leave, although she might later be rehired if there were an available role and if she met new expectations.

C resigned on 21 December 2023, before the end of her paid maternity leave.



Decision

The tribunal applied the definition of dismissal in s 2 of the Employment Act 1968, under which a dismissal includes a resignation that the employee proves, on a balance of probabilities, that the resignation was not voluntary but was compelled by the employer’s conduct, omission, or course of conduct or omissions. On that test, the key question was whether the resignation was a genuine choice, or whether the employer’s conduct had effectively forced it.

The tribunal treated the 4 October Call as the crucial evidence. It rejected R's case that the call was merely a good-faith attempt to clarify whether C intended to take additional leave after her maternity leave. At the time of the call, MR EC was aware that C was keen to return to work after her maternity leave.

The tribunal found that there was no pressing issue requiring such an unsolicited discussion before delivery.

The tribunal found that R had already formed the intention to terminate C's employment before the 4 October Call. That finding was supported by the earlier heads-up message from Ms JY and Ms JY's evidence that she understood from Mr EC that C "would be told to go" upon returning from maternity leave.

The tribunal found, based on the foregoing evidence, that the call was not exploratory or consultative; it was the communication of an already-formed intention to end the employment after maternity leave. On this basis, the tribunal was satisfied that C did not resign voluntarily but was compelled to do so.

The tribunal was unpersuaded by the employer's stated reason for the intended dismissal – that C did not fit Mr EC's vision for the team. R adduced no evidence to substantiate that assertion, and the contemporaneous evidence pointed the other way. It concluded instead that the real reason for the intended dismissal was C's impending "hiatus" or absence from work caused by hospitalisation leave and maternity leave. Those were employment rights and entitlements, and dismissing her for exercising them was a wrongful ground of dismissal. Furthermore, it amounted to discrimination on account of pregnancy and maternity leave.



Conclusion

This decision highlights several legal principles associated with constructive dismissal in Singapore employment law. First, the inquiry is one of substance rather than form: an employee may be regarded as dismissed even though he or she formally resigned, if the employee proves that the resignation was not voluntary but was compelled by the employer's conduct which makes clear that the employment will end, such that resignation was the only realistic response.

Secondly, the tribunal may scrutinise the surrounding communications closely, including informal messages and calls, to determine whether the employer had already formed an intention to terminate.

Thirdly, where the employer's supposed business rationale is contradicted by the employee's documented performance reports, the tribunal may infer that the true reason lies elsewhere.

Finally, the case confirms that adverse treatment linked to pregnancy, hospitalisation leave, or maternity leave will render a constructive dismissal wrongful.

The tribunal awarded C compensation under the Employment Claims Regulations 2017 for both loss of income and harm caused. It awarded the maximum three months' gross pay for loss of income, and the maximum three months' gross pay for harm caused, for a total of \$19,800.

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