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

[2025] SGHC(A) 12

Appellate Division / Civil Appeal No 7 of 2025

Between

Eddie Tan Tung Wee

… *Appellant*

And

Singapore Health Services Pte Ltd

… *Respondent*

In the matter of Originating Claim No 361 of 2023

Between

Eddie Tan Tung Wee

… *Claimant*

And

Singapore Health Services Pte Ltd

… *Defendant*

JUDGMENT

[Employment Law — Unfair Dismissal]
[Employment Law — Termination]

Version No 1: 19 Aug 2025 (11:38 hrs)

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Tan Tung Wee Eddie
v
Singapore Health Services Pte Ltd

[2025] SGHC(A) 12

Appellate Division of the High Court — Civil Appeal No 7 of 2025
Kannan Ramesh JAD, Debbie Ong Siew Ling JAD and Hri Kumar Nair J
14 July 2025

19 August 2025 Judgment reserved.

Hri Kumar Nair J (delivering the judgment of the court):

1 This is an appeal against the decision of the judge below (the "Judge") dismissing the appellant's claims in HC/OC 361/2023 ("OC 361") for wrongful dismissal and negligence. The appeal turns on a single issue, namely, whether the respondent was contractually required to provide the appellant an opportunity to respond to other allegations of misconduct, apart from the misconduct which formed the subject of the disciplinary proceedings against the appellant, that the respondent considered when deciding to dismiss the appellant.

Facts

2 The appellant, Dr Eddie Tan Tung Wee (the "Appellant"), was employed by the respondent, Singapore Health Services Pte Ltd (the "Respondent"), as an Associate Consultant Neurosurgeon and worked at the

National Neuroscience Institute (the "NNI"). With effect from 1 November 2020, he was promoted to the position of Consultant Neurosurgeon. The terms of his employment are set out in a written employment contract dated 19 October 2020 (the "Employment Contract"). Clause 4.1 of the Employment Contract incorporates the terms of the Respondent's Committee of Inquiry Policy (the "COI Policy") and Discipline Policy. As the facts are fully canvassed in the judgment below (see *Tan Tung Wee Eddie v Singapore Health Services Pte Ltd* [2025] SGHC 10 (the "Judgment") at [6]–[87]) and are largely undisputed, we briefly set out only the relevant facts below.

3 Between 9 September 2020 and 18 September 2020, the Appellant raised complaints that one Dr Chen Min Wei ("Dr Chen") had been attending to patients in the Singapore General Hospital's Ear, Nose and Throat ("ENT") Department's Neuroma Clinic, purportedly in breach of the rule against Associate Consultants managing patients alone at subspecialty clinics involving skull base surgery cases. Investigations into the Appellant's complaints concluded that there was no basis to impose any disciplinary action on Dr Chen.

4 Between 23 November 2020 and 23 February 2021, the Appellant sent various emails to Professor Ivy Ng Swee Lian ("Prof Ivy Ng"), the Respondent's Group Chief Executive Officer at that time, and others raising allegations regarding Dr Chen's conduct and that various persons in the NNI's neurosurgery department (the "Department of Neurosurgery") were involved in a conspiracy to allow Dr Chen to practise on complex neurosurgical cases. An independent Committee of Inquiry (the "First COI") was convened to investigate the allegations against Dr Chen, and concluded that there was no professional misconduct.

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5 On 25 June 2021, Dr Chen and Dr Ramez Kirollos ("Dr Kirollos") carried out an elective surgery on a patient ("Patient B"). As Patient B's condition subsequently deteriorated, he had to undergo emergency surgery but unfortunately passed away. Shortly after this, the Appellant sent an email to Prof Ivy Ng, copying others, alleging gross negligence by Dr Kirollos and recklessness by Dr Chen. An independent committee of inquiry (the "Second COI") was appointed to investigate the allegations raised by the Appellant.

6 While the Second COI was being constituted, the Respondent received a whistleblower's report which alleged that the Appellant and two other doctors at the NNI had been targeting and trying to find fault with Dr Chen and Dr Kirollos. According to the whistleblower, he had overheard another doctor saying that the Appellant had accessed the medical records of one of Dr Chen and Dr Kirollos' patients. As the allegations in the whistleblower's report also involved Patient B, Prof Ivy Ng directed the Second COI to also investigate whether there had been any breach of confidentiality in respect of Patient B.

7 The Second COI determined that the Appellant had accessed the operative notes of Patient B on three separate occasions. Also, the Appellant admitted during his interview with the Second COI that he had accessed Patient B's operative notes despite not being part of his care team, on the basis of a self-declared responsibility to police and investigate patient safety issues in the Department of Neurosurgery. Among other things, the Second COI concluded that the Appellant had accessed without authority information relating to cases managed by Dr Kirollos and Dr Chen, exhibited disruptive behaviour which contributed to a culture of fear and mistrust in the Department of Neurosurgery and engaged in workplace harassment. The Second COI therefore recommended that a separate committee of inquiry ("COI") be convened to investigate the Appellant's conduct.

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8 That committee of inquiry was convened on 6 October 2021 (the "ET COI"), pursuant to para 2.2 of the COI Policy. The purpose for which the ET COI was established was set out in the ET COI's report as follows:

> … to look into the data breach admitted to by [the Appellant] to allow for a full investigation to be mounted and to grant [the Appellant] with [*sic*] the proper due process to respond to the investigation findings. The COI was also tasked to determine whether there was a pattern of unauthorised access to patients' case notes and if there was malicious intent in [the Appellant's] conduct.

9 The Appellant was invited to provide a written response to the ET COI. In that written response, he admitted to: (a) committing a pattern of unauthorised access to the case notes and records of patients that were not directly under his care; and (b) soliciting for information on patients that were not directly under his care with the intention of finding fault with his colleagues.

10 The ET COI also interviewed the Appellant. During the interview, the Appellant stated that he "plead[ed] guilty to accessing patients [*sic*] that he did not take care of". The Appellant admitted knowing that he should not be accessing the records of patients who were not under his care due to the need for patient confidentiality, but considered that he needed such information to make a "credible complaint". The ET COI instructed the secretariat of the ET COI ("the Secretariat") to check the access logs of the Appellant's electronic medical records to confirm that he had accessed the ENT clinic records. The Secretariat subsequently informed the ET COI that the Appellant had accessed the records of 42 patients on 65 occasions.

11 On account of the Appellant's admission, the ET COI established that he had committed a pattern of unauthorised access of patient records. Although such conduct was grounds to dismiss the Appellant (see [32] below), the

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ET COI recommended that the Appellant be issued with a "Record of Warning" on account of what it considered were several mitigating factors and the Appellant's lack of malicious intent. A Record of Warning is a documented session during which the employee would be formally advised and cautioned about his misconduct or unsatisfactory behaviour, areas of improvement and the possible consequences failing such improvement.

12 Under para 2.14.1(a) of the COI Policy, cases of employee misconduct involving data breaches must be escalated to the SingHealth Disciplinary Council (the "SDC") and disciplinary action may only be taken with the SDC's approval. Paragraph 2.6.2 of the Discipline Policy empowers the SDC to vary the disciplinary action imposed "to ensure the disciplinary action is appropriate and consistent". The Appellant's case was thus escalated to the SDC, which held two meetings, on 24 January 2022 (the "24 January Meeting") and 7 March 2022 (the "7 March Meeting"), to discuss the matter.

13 At the 24 January Meeting, the SDC reviewed and discussed the ET COI's report. The SDC invited the chairperson of the ET COI, Dr Goh Min Liong, to explain how the ET COI arrived at its recommendations. Several members of the SDC indicated that they were inclined to dismiss the Appellant. At the close of the meeting, Prof Ivy Ng requested the secretariat of the SDC to follow up on the findings of a data audit of the Appellant's electronic medical records access logs which she had requested the NNI to carry out in early January 2022 (the "NNI Data Audit"). She stated that the SDC would review the NNI Data Audit results before making a final decision on the disciplinary action to be taken against the Appellant.

14 At the 7 March Meeting, the SDC considered, among other things, the results of the NNI Data Audit, which determined that the Appellant had

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accessed the records of 36 NNI patients and 38 patients from the ENT department of the Singapore General Hospital. While there appears to be some overlap with the instances of data breach determined by the ET COI with respect to patients in the ENT department, the access to the data of the 36 NNI patients was not investigated by the ET COI. At the close of the 7 March Meeting, the SDC recommended that the Appellant be dismissed for his data breach and blatant disregard for patient confidentiality and rules on data security. It is not disputed that in making its recommendation to dismiss the Appellant, the SDC did not share with the Appellant the findings of the NNI Data Audit or give him an opportunity to respond to the same.

15 Following this, the Appellant was dismissed by the Respondent by way of a letter dated 14 March 2022 ("the Letter of Termination"). On 6 June 2023, the Appellant filed OC 361, claiming against the Respondent for wrongful dismissal and negligence. The Judge dismissed the Appellant's claims in their entirety.

The parties' cases

16 In the proceedings below, the Appellant pleaded that the Respondent had committed several breaches of the Employment Contract in summarily dismissing him. The Appellant has, however, confined his appeal to a single issue, namely, whether the Judge erred in finding that the Respondent was not contractually required to provide the Appellant with an opportunity to respond to the results of the NNI Data Audit.

17 This complaint was pleaded at para 18.9 of the Appellant's amended Statement of Claim as follows:

> [T]he [Respondent] had failed to provide the [Appellant] with the evidence against him gathered during the NNI's Data Audit and

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> hence failed to provide the [Appellant with] the opportunity to respond to the evidence gathered against him, *in breach of Paragraph 2.2 of the COI Policy Document.*
>
> [emphasis added]

18 In his closing submissions below, the Appellant argued that one of the issues was "whether the SDC was required, either by [the] terms of employment, or under the law, to hear the [Appellant] before coming to a decision. If the answer is yes, whether the SDC's failure to do so necessarily means that the dismissal was invalid".

19 The Appellant's argument on appeal is that the results of the NNI Data Audit were relied upon by the SDC to inform the disciplinary action against him, and the NNI Data Audit fell within the scope of the COI Policy because it concerned "investigations" into the allegations of data breach and breach of confidentiality obligations. Paragraph 2.2 of the COI Policy required the Appellant to be accorded due process and an opportunity to be heard and thus, the Respondent was contractually obliged to convene a separate COI to inquire into the data breaches identified in the NNI Data Audit or, at the very least, provide him with the NNI Data Audit results and give him the opportunity to respond.

20 The Respondent's case is that the COI Policy did not require it to convene an additional and separate COI in respect of the NNI Data Audit. The Appellant had accepted the ET COI's finding that he had committed a pattern of unauthorised access of patient records in breach of his Employment Contract, which was ground for dismissal. The Respondent had complied with para 2.2 of the COI Policy by virtue of convening the ET COI, and the Appellant was granted due process and an opportunity to explain himself during the ET COI. The body which had considered the NNI Data Audit results was the SDC, and

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there was nothing in the terms of the Employment Contract, the COI Policy or the Discipline Policy, that required the SDC to give the Appellant an opportunity to explain himself in relation to the NNI Data Audit results.

21 The Respondent sought to elaborate on the SDC's rationale for examining the NNI Data Audit results. The Respondent explained in its written submissions that the NNI Data Audit merely served a confirmatory purpose, and that prior to the SDC having had sight of the NNI Data Audit, three members of the SDC had already expressed the view at the 24 January Meeting that the Appellant ought to be dismissed. The Respondent's counsel, Ms Kuah, suggested that the NNI Data Audit results were only looked at to assist the SDC's decision on the appropriate disciplinary action, in that the NNI Data Audit results would indicate whether the Appellant had recognised his wrongdoing and provide some assurance that he would not repeat the same. Ms Kuah added that this could have helped the Appellant given that most of the members of the SDC were already leaning towards dismissing him. The Respondent also sought to rely on the fact that the Appellant had accepted, during the trial, that he was not challenging the NNI Data Audit results.

Decision below

22 It is appropriate to set out how the Judge dealt with this issue as advanced by the Appellant.

23 The Judge observed that para 2.4.3(d) of the Discipline Policy provided that an employee may be dismissed for gross misconduct but only after due inquiry by a formal COI that would ascertain the grounds for dismissal and give the employee the opportunity to explain himself. The Respondent had complied with this provision as the ET COI was convened to investigate the data breach

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admitted by the Appellant during the Second COI and whether the Appellant had exhibited a pattern of unauthorised access to patients' case notes. The Appellant had submitted his written response to the ET COI and attended an interview (Judgment at [122]–[123]).

24 It was not necessary for the SDC's deliberations to involve the Appellant, for him to be heard by the SDC, or for him to be accorded the opportunity to respond to the NNI Data Audit results (Judgment at [125]). There was nothing in the terms of the Employment Contract (including the COI Policy and the Discipline Policy) that required the SDC to give the Appellant an opportunity to explain himself in respect of the NNI Data Audit results (Judgment at [129]). Paragraph 2.2 of the COI Policy, which the Appellant relied on, only applied to a COI. It did not apply to the SDC in the absence of express policies stipulating what the SDC ought to have done (Judgment at [128]).

25 Furthermore, even without considering the results of the NNI Data Audit, there was more than sufficient evidence to support the Respondent's conclusion that the Appellant had accessed the records of patients who were not under his care, thereby breaching the terms of his Employment Contract. In any event, the Appellant admitted that he was not challenging the NNI Data Audit results (Judgment at [129]).

Issue to be determined

26 The sole issue on appeal is whether the Respondent was contractually required to provide the Appellant with an opportunity to respond to the NNI Data Audit results, either through convening another COI to investigate the findings of the NNI Data Audit or, in the alternative, by extending the

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Respondent a copy of the NNI Data Audit results and allowing him to respond. This was the Appellant's case on appeal. For the reasons below, we dismiss the appeal.

Whether the Appellant's pleadings are adequate

27 As a preliminary point, the Respondent submits that the Appellant did not plead or submit at the trial below that another COI had to be convened in respect of the NNI Data Audit results and, hence, should be precluded from raising this argument on appeal. In response, the Appellant contends that he had pleaded, more generally, that the Respondent had failed to provide him with the opportunity to respond to the NNI Data Audit results. The general rule is that parties are bound by their pleadings. The rule seeks to "define the scope of the issues arising for the court's determination and to ensure that parties are not taken by surprise and deprived of the opportunity to adduce the relevant evidence": *BOM v BOK and another appeal* [2019] 1 SLR 349 at [40]. Departure from the general rule is therefore permitted in limited circumstances, where no prejudice is caused to the other party in the trial or where it would be clearly unjust for the court not to do so: *V Nithia (co-administratrix of the estate of Ponnusamy Sivapakiam, deceased) v Buthmanaban s/o Vaithilingam and another* [2015] 5 SLR 1422 at [38]–[40].

28 We are of the view that the Appellant's pleading was sufficient to enable him to make his argument in this appeal. His pleading referred to para 2.2 of the COI Policy, which contemplates that a COI should be convened *in consequence* of the more general obligation of providing an employee due process and an opportunity to explain himself in disciplinary proceedings. The Appellant has therefore put into issue his general case that the Respondent has an obligation to provide him an opportunity to respond to the NNI Data Audit results and,

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following from this, the more specific obligation to convene a COI in that regard. The Respondent would have had the opportunity to consider and respond to this. Further, the Appellant's argument as framed turned strictly on an issue of contractual interpretation without the need for evidence, and we do not consider that the Respondent will be prejudiced if the argument is allowed to be made.

Whether the Respondent was required to provide the Appellant with an opportunity to respond to the NNI Data Audit

29 The legal principles relied on by the parties were undisputed. Where a contractually appointed body decides on a party's rights under a contract, there is no general requirement or expectation that a party purporting to exercise a particular contractual right has a general duty to act fairly or a more specific duty to observe the requirements of natural justice: *Leiman, Ricardo and another v Noble Resources Ltd and another* [2020] 2 SLR 386 ("*Leiman*") at [133]. This position may nonetheless be displaced if the contractual terms provide that the exercise of a particular contractual right is made subject to a duty of fairness or the observance of a particular procedure. In assessing whether there are any contractual terms to this effect, the court will consider the contractual right in question, the language of the provision setting out or conditioning the right, the consequences of any decision made under that provision and if there was anything contemplated by way of any procedural requirements: *Leiman* at [134].

30 In the circumstances, this appeal turns, in the main, on whether the Respondent has the contractual obligation that the Appellant asserts: see [26] above. This is a matter of contractual interpretation. Having reviewed the relevant contractual documents, namely, the Employment Contract, the

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COI Policy and the Discipline Policy, we are of the view that the contractual obligation contended for by the Appellant does not exist.

31 We begin by setting out the disciplinary process contemplated by the terms of the Employment Contract and the Respondent's policies.

32 Under cl 39.2 of the Employment Contract, the Appellant was prohibited from accessing or attempting to access information of a confidential nature which he was not authorised to access, including patient-related data. Clause 39.5 provides that a breach of cl 39.2 "will be grounds for dismissal or other disciplinary action". "Disciplinary action" is governed by the Discipline Policy. According to para 2.5(a) of the Discipline Policy, committing a data breach (*ie*, the unauthorised access and retrieval of information that may include corporate and personal data) is considered "gross misconduct", and "the result will normally be a dismissal without notice".

33 The COI Policy "sets out the investigation procedure for employee conduct which constitutes grounds for disciplinary action": see COI Policy at para 1.1. Paragraph 2.2 of the COI Policy provides that an employee "shall be granted due process and opportunity to explain himself in disciplinary proceedings" and "[a]ccordingly, a Committee of Inquiry … shall be convened" in instances where the employee has committed gross misconduct "which falls under the causes for dismissal under the Discipline Policy". Consistent with the COI Policy, para 2.4.3(d) of the Discipline Policy states that dismissal may be exercised when the employee commits "gross misconduct", but can only be "exercised after due inquiry by a formal COI that will ascertain the grounds for [d]ismissal". Paragraph 2.5 of the Discipline Policy reiterates that gross misconduct may only be established "on completion of a due inquiry".

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34 The terms of reference of a COI are set out in para 2.7.1 of the COI Policy which are, among other things, (a) to carry out a fair and objective investigation into the alleged act of misconduct; (b) to conduct fact finding and gather all related information pertaining to the alleged act of misconduct; and (c) to determine the validity of the allegations of misconduct and identify mitigating and/or aggravating factors, if any. The due process obligations of a COI are set out in para 2.8 of the COI Policy, which includes informing the employee of the allegations against him and giving him sufficient time to prepare his defence to the COI.

35 Paragraph 2.12 of the COI Policy identifies several alternative conclusions that the COI's investigations should lead to, one of which is the confirmation of the alleged misconduct, in which event the COI has to recommend the disciplinary action to be taken against the employee in accordance with the Discipline Policy. Ultimately, however, it is the "Convening Authority" who shall, taking into consideration the COI's findings and recommendations, make the final decision on the recommendations and actions to be taken: COI Policy at para 2.11. The Convening Authority is defined as "the Chairman, SingHealth, Group Chief Executive Officer or delegated authority, Institution Head or his delegated authority who is authorised to instruct for the COI or Review Panel to be convened": COI Policy at para 3.3.

36 Notwithstanding this, where the employee's misconduct involves, among other things, data breach, the case must be escalated to the SDC, and disciplinary action may only be taken with the SDC's approval: COI Policy at para 2.14.1(a).

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37 The role of the SDC, pursuant to the SDC's Terms of Reference, is to review the recommendations made by the ET COI to, among other things, (a) ensure that they are "aligned with [the Respondent's] policies and strategies including but not limited to patient/medical safety, corporate governance, data governance, communications and ethics"; and (b) decide whether "to endorse, amend the recommendations from the [ET COI] or add recommendations to the list of recommendations from the [ET COI]".

38 Drawing these threads together, if an employee is accused of misconduct involving a data breach, the Respondent is contractually obliged to convene a COI to investigate the alleged misconduct and the validity of those allegations. After the COI confirms the alleged misconduct and identifies mitigating and/or aggravating factors, it must report its findings and recommend the disciplinary action to be taken against the employee, and the SDC has the responsibility of reviewing that recommendation.

39 The respective functions of the ET COI and the SDC are clearly delineated within the disciplinary framework. As set out in para 2.7.1 of the COI Policy, the ET COI's role is to engage in the fact finding or investigative aspect of the disciplinary process in relation to the alleged misconduct, report the findings and conclusions, and to make recommendations on the appropriate disciplinary action. The ET COI's mandate is thus to ascertain whether the allegations of misconduct, and therefore the grounds for dismissal, have been established (see also the Discipline Policy at para 2.4.3(d)), identify any mitigating or aggravating factors and recommend the disciplinary action it believes appropriate. In comparison, the SDC's role is to review the COI's recommendations only as to the appropriate disciplinary sanction based on the COI's findings and conclusions, which it may endorse, amend or add to. It is *not* to review or re-hear the findings of the ET COI in respect of the alleged act

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of misconduct. The Employment Contract, the relevant policies and the SDC's Terms of Reference do not suggest that the SDC has any investigatory role in respect of the alleged act of misconduct or for that matter any other misconduct. Accordingly, the responsibility for the "investigation" referred to in para 1.1 of the COI Policy lies with the ET COI and not the SDC.

40 In our analysis, the scope of the "due process" obligation owed by the Respondent is circumscribed. Paragraph 2.2 of the COI Policy expressly provides that the Respondent has an obligation of due process and to provide an employee with a right to be heard "*in* disciplinary proceedings" [emphasis added]. The due process obligation in the COI Policy does not operate in the abstract; it is instead confined to the specific disciplinary proceeding against the employee in question.

41 It is therefore crucial to determine the ambit of the disciplinary proceedings against the Appellant. In our judgment, the sole point of reference for determining the scope of a disciplinary proceeding must be the alleged act(s) of misconduct that a COI, as the investigatory body, is empanelled to investigate. It is this allegation which forms the foundation of the investigation and the entire disciplinary process that follows.

42 In the present case, the extent of the disciplinary proceeding against the Appellant is circumscribed by the breaches investigated by the ET COI. As indicated above (at [8]), the ET COI was convened to (a) look into the Appellant's data breach in relation to Patient B, to which the Appellant admitted; and (b) determine whether the Appellant had exhibited a pattern of unauthorised access to the patients' case notes and if there was malicious intent in the Appellant's conduct. In its investigations, the ET COI had considered the Appellant's admission that he had accessed the case notes and records of

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patients that were not under his care, and the Appellant's electronic records which indicated that the Appellant had accessed the records of a total of 42 patients on 65 occasions (see [10] above). It was in relation to *those* allegations of misconduct that the Appellant was to be accorded due process (which he undisputedly was). The ET COI determined that the Appellant had committed data breaches, which amounted to "gross misconduct" under the Discipline Policy (see [32] above) and established the relevant breach of the Employment Contract identified in the Letter of Termination.

43 It follows from this that para 2.2 of the COI Policy does not impose an obligation on the Respondent to convene a COI as regards *other* allegations of misconduct, such as the findings of other purported data breaches in the NNI Data Audit. Accordingly, the Respondent is not obliged as a matter of contract to convene a separate COI for the purpose of the disciplinary process against the Appellant or, for that matter, invite the Appellant to respond to the NNI Data Audit results in lieu of that. In the circumstances, contrary to the Appellant's pleaded case, the Respondent did not breach para 2.2 of the COI Policy.

44 Indeed, the data breaches investigated by the ET COI, which the Appellant admitted to, constitute a breach of, and grounds for dismissal under, the Employment Contract and the Discipline Policy. The Appellant accepts that he was given the opportunity to respond to those grounds by way of the ET COI. He further accepts that the ET COI was conducted according to the COI Policy and that he was accorded due process by the ET COI. The grounds for the Appellant's dismissal had therefore been established, both procedurally and substantively. In fact, the Appellant accepted that he would have no cause for complaint if the Respondent had only relied on the data breaches found by the ET COI to dismiss him.

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45 For these same reasons, the Appellant's alternative argument that he should have been extended a copy of the NNI Data Report to provide him with an opportunity to respond, also falls away.

Further observations

46 Given how the Appellant's case has been framed, we do not address the question of whether it was permissible for the SDC to consider in its deliberations, of its own volition or otherwise, facts not found by the ET COI in making its recommendation on the appropriate disciplinary action. As noted above, the SDC does not have an investigative function. We do not address this as it was not the Appellant's case that the SDC had acted beyond its remit in considering the NNI Data Audit results. In fact, the Appellant did not take issue with the SDC considering the NNI Data Audit results in principle – this was not the Appellant's case in his pleadings, in evidence, or in arguments below or on appeal. Instead, the Appellant's case was simply that, having considered the NNI Data Audit results, the SDC was required to provide him an opportunity to respond to those results or empanel another COI to investigate the breaches identified therein. To this, we have concluded there is nothing in the contractual terms which requires the SDC to do so.

47 For completeness, we also do not find helpful or relevant the Respondent's arguments regarding the *purpose* for which the NNI Data Audit results was relied on or the Appellant's purported failure to challenge the NNI Data Audit results at trial. Both arguments fail to address the nub of the Appellant's case, which is that the SDC should have given him an opportunity to respond to the NNI Data Audit. It may indeed be that the SDC had looked at the NNI Data Audit to determine if there were mitigating factors, but that does not address the Appellant's pleaded complaint about the breach of contractual

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due process. Neither was the Appellant's alleged position at the trial that he was not challenging the NNI Data Audit results relevant to that complaint.

Conclusion

48 For these reasons, we dismiss the appeal with costs to the Respondent fixed at $30,000 (all in). The usual consequential orders are to apply.

Kannan Ramesh
Judge of the Appellate Division

Debbie Ong Siew Ling
Judge of the Appellate Division

Hri Kumar Nair
Judge of the High Court

The appellant in person;
Kuah Boon Theng, SC, Chain Xiao Jing Felicia (Qian Xiaojing) and
Shenna Tjoa Kai-En (Legal Clinic LLC) for the respondent.

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