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

[2025] SGHC 235

Originating Application No 1085 of 2024

Between

Lim Siew Mui

… *Claimant*

And

SkillsFuture Singapore Agency

… *Defendant*

JUDGMENT

[Administrative Law] — [Judicial review]

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Lim Siew Mui
v
SkillsFuture Singapore Agency

[2025] SGHC 235

General Division of the High Court — Originating Application No 1085 of 2024
Hoo Sheau Peng J
26 August 2025

1 December 2025 Judgment reserved.

Hoo Sheau Peng J:

Introduction

1 HC/OA 1085/2024 ("OA 1085") is an application by the claimant, Ms Lim Siew Mui ("Ms Lim"), for, among other things, the following orders:[1]

(a) A declaration that a document titled "Notice of Ineligibility for Funding from the SkillsFuture Singapore Agency" (the "NOI") issued by the defendant, SkillsFuture Singapore Agency ("SkillsFuture"), is invalid and/or of no legal effect (the "Primary Case").

(b) Alternatively (the "Secondary Case"):

[1] Originating Application filed on 18 October 2024.

(i) An order for permission to be granted for Ms Lim to apply for a quashing order against the issuance of the NOI; and

(ii) A declaration that the NOI is *ultra vires*, void and/or unenforceable against Ms Lim.

2 Having considered the parties' submissions, I dismiss the Primary Case, and I grant the Secondary Case in part. These are my reasons.

Facts

3 Ms Lim is the sole director and shareholder of Ebiz Institute LLC ("Ebiz").[2] According to Ms Lim, at the material time, Ebiz was in the business of developing and administering online educational courses.[3]

4 SkillsFuture, established pursuant to s 3 of the SkillsFuture Singapore Agency Act 2016 (2020 Rev Ed) ("SSG Act"), administers and manages training grants to defray the costs incurred by trainees and/or their employers in attending the eligible training courses.[4]

5 On 1 October 2021, Ebiz entered into a contract with SkillsFuture governed by SkillsFuture's "Terms for Training Providers" (the "Contract").[5] Pursuant to the Contract, Ebiz acquired the status of a registered training

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2 Claimant's 1st Affidavit dated 18 October 2024 ("C1A") at [131]; Defendant's Written Submissions dated 18 August 2025 ("DWS") at [3]; Defendant's 2nd Affidavit dated 13 May 2025 ("D2A") at p 49.

3 C1A at [26].

4 DWS at [2].

5 DWS at [6].

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provider and thereby became eligible to receive grants from SkillsFuture for providing funded or accredited training courses.[6]

6 According to SkillsFuture, in April 2022, it began investigations into Ebiz's compliance with the terms of the Contract.[7]

7 On 30 November 2022, SkillsFuture wrote to Ebiz regarding alleged breaches of the Contract, seeking explanations from Ebiz as to why SkillsFuture should not terminate the Contract ("Possible Termination Letter").[8]

8 On 10 August 2023, SkillsFuture terminated the Contract by way of letter (the "Termination Letter").[9] On the same day, SkillsFuture issued the NOI to Ms Lim personally.[10] The material parts of the NOI are reproduced:[11]

> We understand that you are a director and shareholder of [Ebiz]. As you would understand, we have terminated [Ebiz's] contracts with [SkillsFuture]… Please note that, *henceforth, unless otherwise permitted or decided by us or dictated under contract,*
>
> (a) you; and
>
> (b) any organisation:-
>
> i. in which you hold directorship, shares, or a senior management or key personnel position;
>
> ii. in which you are a partner; or
>
> iii. of which you are otherwise an owner,
>
> will be *ineligible to* receive (*whether directly or indirectly*) any *and all funding* administered by us.

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6 Claimant's Written Submissions dated 7 August 2025 ("CWS") at [6]; DWS at [6].

7 DWS at [9].

8 DWS at [11]; C1A at pp 264 to 266.

9 CWS at [6]; DWS at [20]; D2A at pp 1313 to 1316.

10 CWS at [6]; DWS at [20].

11 C1A at p 365; D2A at pp 1308 to 1309.

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[emphasis added]

Both the Termination Letter and the NOI were signed by Mr Pang Tong Wee ("Mr Pang"), the Director of the Enforcement and Compliance Division of SkillsFuture.

9 On 13 December 2023, Ebiz commenced HC/OC 859/2023 ("OC 859") against SkillsFuture, alleging wrongful termination of the Contract. This action is pending before the General Division of the High Court.[12]

10 Pursuant to clarification sought by Ms Lim's solicitors, SkillsFuture's solicitors issued a letter dated 16 August 2024 explaining SkillsFuture's grounds for issuing the NOI (the "August 2024 Letter").[13] Among other things, SkillsFuture stated that Ms Lim was the sole director and shareholder of Ebiz, and "the key person responsible" behind "suspected fraud and/or dishonesty perpetrated" on SkillsFuture. In particular, the NOI was issued due to Ms Lim's alleged commission of fraud and/or acts of dishonesty against SkillsFuture (the "Allegations") as follows:[14]

(a) the alleged procurement of sham employment arrangements, and Ebiz's false declaration regarding certain trainees being employees of Ebiz's corporate partners; and

(b) the making of other false declarations while submitting claims to SkillsFuture, regarding attendance and nett fees for enrolments.

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12 CWS at [6]; DWS at [21].

13 CWS at [10]; DWS at [22].

14 CWS at [11]; DWS at [66]; D2A at pp 1556 to 1557.

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11 Subsequently, on 18 October 2024, Ms Lim commenced the present application to challenge the issuance of the NOI.

The parties' cases

Ms Lim's case

12 Essentially, as alluded/stated above at [1], Ms Lim relies on two alternative cases.

13 In the Primary Case, Ms Lim submits that the NOI is invalid and has no legal effect against her.[15] In this connection, Ms Lim avers that the NOI was wrongfully issued pursuant to the underlying contractual dispute between Ebiz and SkillsFuture.[16] The NOI was not issued pursuant to "any legal basis or power",[17] as the NOI did not refer to any provision of the SSG Act.[18]

14 In the alternative, Ms Lim's Secondary Case concerns her argument that permission ought to be granted for her to commence judicial review of the issuance of the NOI, as: (a) the subject matter of the complaint is susceptible to judicial review; (b) Ms Lim has a sufficient interest in the matter; and (c) there is a *prima facie* case of reasonable suspicion in favour of granting the remedies sought.[19]

15 Regarding the substantive merits of the Secondary Case, Ms Lim relies on these four main grounds:

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15 CWS at [8].

16 CWS at [9]; [28]–[31].

17 CWS at [8].

18 CWS at [27].

19 CWS at [47]–[48].

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(a) The issuance of the NOI is illegal, as SkillsFuture did not have the statutory power to issue it.[20]

(b) The issuance of the NOI was irrational and *Wednesbury* unreasonable.[21]

(c) The NOI was issued in bad faith.[22]

(d) The issuance of the NOI was procedurally unfair as SkillsFuture did not give Ms Lim an opportunity to be heard and to address the Allegations made against her.[23]

Ms Lim argues that based on these grounds, a *prima facie* case is disclosed of reasonable suspicion in favour of the remedies sought.[24]

SkillsFuture's case

16 In relation to the Primary Case, SkillsFuture submits that it should be dismissed.[25] SkillsFuture argues that Ms Lim's submissions that the NOI was not issued pursuant to the SSG Act are "misplaced",[26] as the NOI was issued in connection with SkillsFuture's "broad powers in connection with the performance of its statutory functions" under s 6 of the SSG Act.[27] Further,

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20 CWS at [67]–[84].

21 CWS at [85].

22 CWS at [102]–[111].

23 CWS at [112]–[121]; C1A at [175]–[178].

24 CWS at [122].

25 DWS at [34]–[44].

26 DWS at [44].

27 DWS at [41]–[42].

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SkillsFuture submits that there are no formal, procedural or other requirements to be satisfied in the issuance of an NOI under s 6 of the SSG Act.[28]

17 As for the Secondary Case, SkillsFuture argues that permission should not be granted to commence judicial review, as a *prima facie* case is not disclosed on any of the grounds raised by Ms Lim.[29]

The Primary Case

18 As set out above at [13], Ms Lim submits that the NOI is invalid, as it was wrongfully issued in connection with the underlying contractual dispute between Ebiz and SkillsFuture. She argues that on the objective facts and circumstances, the NOI was not issued pursuant to any legal basis or statutory power, including s 6 of the SSG Act.[30] SkillsFuture argues to the contrary.

19 It is trite that a decision issued by a statutory body does not invariably indicate an exercise of statutory power. It has to be determined what the "source of the power" is (*Public Service Commission v Lai Swee Lin Linda* [2001] 1 SLR(R) 133 ("*Linda Lai*") at [41] and [44]). The question, therefore, is whether the public body's exercise of power is pursuant to statute and for a public purpose (*How Weng Fan v Sengkang Town Council* [2023] 1 SLR 707 at [140(b)]). This is distinguished from an exercise of power derived from contractual rights, where recourse lies instead in private law (*Linda Lai* at [40]–[41]; [44]).

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28 DWS at [43].

29 DWS at [45]–[89].

30 CWS at [8] and [9].

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20 Given Ms Lim's attempt at analogising the present case to "decisions made by a public authority in an employment context",[31] the facts of *Linda Lai* bear a closer examination. In *Linda Lai*, the respondent entered into an employment contract with the Government of Singapore, and had challenged decisions made by various statutory bodies (the "Statutory Bodies") regarding her employment (at [40] and [42]). The Court of Appeal determined that although the Statutory Bodies were non-parties to the employment contract, the terms of employment allowed recourse to the Statutory Bodies (*Linda Lai* at [44]). Accordingly, the source of powers underlying the Statutory Bodies' decisions was contractual, and not amenable to judicial review (*Linda Lai* at [44]).

21 I am unpersuaded by Ms Lim's contention that the NOI was issued pursuant to purported contractual rights, arising from the underlying private contractual dispute between SkillsFuture and Ebiz.[32] I say so for the following reasons.

22 First, the objective circumstances behind the issuance of the NOI do not support Ms Lim's contentions. I accept SkillsFuture's argument that the fact that the NOI was issued contemporaneously yet separately from the Termination Letter by Mr Pang strengthens a finding that the NOI is a "separate instrument from any contractual notice".[33] In this regard, Ms Lim is a non-party to the underlying contract between Ebiz and SkillsFuture. As Ebiz is a separate legal entity from its shareholder and director (*ie,* Ms Lim), Ebiz and SkillsFuture were the only parties to the Contract. Accordingly, the fact that the NOI was

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31 CWS at [31].

32 CWS at [9]; [30]–[31].

33 DWS at [40(3)].

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issued against Ms Lim personally, and not Ebiz, weighs against finding that its issuance was pursuant to the Contract. Therefore, the objective circumstances behind the issuance of the NOI, regarding the recipient of the NOI (*ie*, to a non-party to the Contract) and the form of the NOI (*ie*, in a separate document from the Termination Letter), undermine Ms Lim's case that the NOI was issued pursuant to the Contract.

23 Second, it is not disputed that the terms of the Contract do not empower SkillsFuture to issue the NOI against Ms Lim, a non-party to the Contract. Indeed, cl 17.5 of the Contract expressly disallows non-parties from enforcing any term of the Contract.[34] In contrast, the employment contract in *Linda Lai* specifically empowered the third-party Statutory Bodies to consider and deal with the respondent's appeals (at [44]). Again, this points away from drawing any inference that SkillsFuture wrongly relied on the Contract to issue the NOI.

24 Third, I am mindful of SkillsFuture's omission to cite or invoke any section of the SSG Act when issuing the NOI.[35] Ms Lim further relies on ss 57F–57G of the SSG Act, which requires SkillsFuture to provide written notice regarding the section it relies upon, to contend that similar notice requirements exist under s 6 of the SSG Act.[36] However, I am unable to agree with Ms Lim's submissions that these matters detract from SkillsFuture's claim that it relied on its statutory power to issue the NOI .

25 As the Court of Appeal held in *Manjit Singh s/o Kirpal Singh v Attorney-General* [2013] 2 SLR 844 ("*Manjit Singh*") at [84]–[85], there is no general

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34 D2A at p 71.

35 CWS at [26]–[27]; [34]–[35]; [37].

36 CWS at [35].

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duty to give reasons in issuing administrative decisions. Accordingly, it is immaterial that SkillsFuture omitted references to particular sections of the SSG Act when it issued the NOI.

26 Further, Ms Lim's reliance on ss 57F–57G of the SSG Act to import a notice requirement under s 6 of the SSG Act, is misplaced. The courts must give statutory text a "meaning that its language can bear" and cannot rewrite a statute (*Tan Cheng Bock v Attorney General* [2017] 2 SLR 850 at [50]). It is untenable to import a requirement to provide notice of the section SkillsFuture relies upon into s 6 of the SSG Act, contrary to its plain language. In this connection, ss 6(1) and 6(2)(*n*) of the SSG Act (which the NOI was purportedly issued under) are reproduced as follows:

> **Powers of Agency**
>
> 6.—(1) Subject to this Act, the Agency has power to do all things necessary or convenient to be done for, or in connection with, the performance of its functions.
>
> (2) Without limiting subsection (1), the powers of the Agency mentioned in that subsection include power —
>
> …
>
> (*n*) to do any other thing that is necessary or convenient to be done for or in connection with, or as incidental to, the performance of its functions.
>
> …

27 No notice requirement is specified within the provision, and I consider SkillsFuture's omission to cite s 6(2)(*n*) of the SSG Act in the NOI to be immaterial.

28 Based on the foregoing, I dismiss the Primary Case. I note that any challenge as to whether s 6 of the SSG Act justifies the issuance of the NOI is not brought as part of the Primary Case, and in my view, rightly so. Such

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arguments are more properly considered as part of the ground of illegality raised in the Secondary Case, to which I now turn.

The Secondary Case

Preliminary issues

29 Before analysing the four grounds contained within the Secondary Case (see [15] above), I deal briefly with two preliminary objections raised by SkillsFuture.

The time bar issue

30 First, SkillsFuture argues that Ms Lim did not comply with the three-month limitation period pursuant to O 24 r 5(2) of the Rules of Court 2021 ("ROC 2021").[37] Ms Lim's right to seek relief was available within three months after the NOI was issued on 10 August 2023, *ie*, by 10 November 2023. However, OA 1085 was only lodged on 18 October 2024.[38]

31 In response, Ms Lim argues that the three-month time bar should not bar her application for permission to apply for judicial review for the following reasons.[39] First, O 24 r 5(2) of the ROC 2021 does not apply to OA 1085 since the NOI is not a judgment, order, conviction or proceeding.[40] Second, and even if O 24 r 5(2) of the ROC 2021 applies, the court has the power pursuant to O 3 r 4(1) of the ROC 2021 to grant permission if the delay is accounted for.[41] Ms

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37 DWS at [92]–[98].

38 DWS at [94]–[95].

39 CWS at [40]–[46].

40 CWS at [40].

41 CWS at [41]–[44].

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Lim avers that the application was only filed in October 2024 as she only realised for the first time in August 2024 that SkillsFuture was taking the position that the NOI was issued under s 6 of the SSG Act.[42]

32 Having considered the arguments, I disagree that O 24 r 5(2) of the ROC 2021 is not engaged because the NOI is not a judgment, order, conviction or proceeding.[43] The issuance of the NOI comprises the "proceeding intended to be quashed" that is relevant under the time bar (*Teng Fuh Holdings Pte Ltd v Collector of Land Revenue* [2007] 2 SLR(R) 568 ("*Teng Fuh Holdings*") at [16]). On the face of it, O 24 r 5(2) of the ROC 2021 is engaged.

33 In the circumstances, I am of the view that OA 1085 ought to have been filed within three months of 10 August 2023, *ie*, the date of SkillsFuture's issuance of the NOI to Ms Lim. While OA 1085 was filed out of time, by O 3 rr 4(1) and 4(2) of the ROC 2021, the court retains discretion to extend time, and this is not disputed by SkillsFuture.[44] Indeed, O 3 rr 2(1) and 2(4) of the ROC 2021 confers a "general power to waive the non-compliance [with O 24 r 5(2)] in the interests of justice".

34 In this regard, I accept Ms Lim's account regarding the delay in filing OA 1085. According to her, she first became aware that SkillsFuture took the position that the NOI was issued under the SSG Act, and of the Allegations levelled against her through the August 2024 Letter.[45] The NOI made no reference to the Allegations. Such Allegations against Ms Lim were also not

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42 CWS at [45]–[46].

43 CWS at [40].

44 CWS at [41]; DWS at [96].

45 CWS at [45].

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raised in the prior correspondence between Ebiz and SkillsFuture (see, *eg*, the Possible Termination Letter and the Termination Letter). It cannot be said that Ms Lim had "the interest, the knowledge and the means" to make the current application long before it was filed (*Teng Fuh Holdings* at [23]). Further, the length of the delay is not unreasonable. Accordingly, Ms Lim's non-compliance with the timeline should be waived in the interests of justice under O 3 rr 2(1) and 2(4) of the ROC 2021.

Exhaustion of alternative remedies

35 Second, SkillsFuture submits that Ms Lim has not exhausted all her remedies, claiming that "the NOI itself allowed for requests for review or clarification".[46] Ms Lim disputes this, and I accept her position. The present case should be distinguished from precedents such as *Borissik Svetlana v Urban Redevelopment Authority* [2009] 4 SLR(R) 92 where there were statutory appeal mechanisms (at [24]–[30]). As I explain in greater detail below at [88], the NOI merely states that that Ms Lim may email SkillsFuture to seek "further clarification" on the matter.[47] It did not provide an avenue for review or appeal. In other words, Ms Lim did not have means to seek alternative remedies.

36 Having dismissed SkillsFuture's preliminary objections, I turn to the merits of the Secondary Case.

Whether Ms Lim has established an arguable or prima facie case of reasonable suspicion

37 Ms Lim seeks permission to commence judicial review of the NOI, which requires Ms Lim to satisfy three requirements (*Syed Suhail bin Syed Zin*

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46 DWS at [28(3)]; [91].

47 D2A at p 1309.

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v Attorney-General [2021] 1 SLR 809 at [9] referring to *Muhammad Ridzuan bin Mohd Ali v Attorney-General* [2015] 5 SLR 1222 ("*Muhammad Ridzuan*") at [32]):

> (a) the subject matter of the complaint is susceptible to judicial review;
>
> (b) she has sufficient interest in the matter; and
>
> (c) the materials before the court disclose an arguable or *prima facie* case of reasonable suspicion in favour of granting the remedies sought.

38 SkillsFuture does not dispute that the first two requirements are met. The disagreement centres on whether Ms Lim is able to satisfy the last requirement. In this regard, the threshold for an application for leave to commence judicial review is a "very low one of a *prima facie* case of reasonable suspicion" (*Gobi a/l Avedian v Attorney-General* [2020] 2 SLR 883 ("*Gobi*") at [54]. Keeping in mind the requisite threshold to be met at this stage, I will now address each of the grounds relied on by Ms Lim.

Whether the NOI is illegal

(1) The applicable law

39 It is undisputed that the illegality ground of review seeks to examine whether the decision-maker has exercised his discretion within the scope of his authority. In this connection, the courts have the power, and indeed the duty, to interpret the scope of a statutory power (*Tan Seet Eng v Attorney-General* [2016] 1 SLR 779 ("*Tan Seet Eng*") at [80]).

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(2) The parties' cases

40 With respect to the alleged illegality of the NOI, Ms Lim's main submission is that the NOI is not necessary or convenient for SkillsFuture's performance of its functions.[48] According to her, a purposive reading of s 6(1) of the SSG Act suggests that SkillsFuture may exercise a generic power, and not one intended to be coercive and punitive.[49] She contends that s 6(1) of the SSG Act does not empower SkillsFuture to withhold funding grants prophylactically.[50]

41 In contrast, SkillsFuture argues that it is well within SkillsFuture's powers in ss 6(1) and 6(2)(*n*) of the SSG Act to issue the NOI to Ms Lim.[51]

42 In particular, SkillsFuture highlights the following:

(a) Section 6(1) of the SSG Act allows SkillsFuture to "*to do all things necessary or convenient to be done for, or in connection with, the performance of its functions*" [emphasis in original].[52]

(b) Similarly, under s 6(2)(*n*) of the SSG act, SkillsFuture argues that it may do "*do any other thing*" that is "*necessary or convenient to be done for or in connection with, or as incidental to, the performance of its functions*" [emphasis in original].[53]

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48 CWS at [67]–[68], [74].

49 CWS at [78].

50 CWS at [75].

51 DWS at [51].

52 DWS at [52].

53 DWS at [53].

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43 According to SkillsFuture, these provisions permit the issuance of the NOI to inform Ms Lim that she and other entities related to her are ineligible to receive fundings from SkillsFuture.[54]

(3) My decision

44 I have set out the relevant provision above at [26] above. In my judgment, SkillsFuture did not act illegally by exceeding its statutory powers under the SSG Act. Regardless of the veracity of the Allegations, I accept SkillsFuture's argument that the SSG Act empowers it to withhold funding grants from training providers it deems errant and/or fraudulent.

45 First, the wording of ss 6(1) and 6(2)(*n*) of the SSG Act is broad. These provisions empower SkillsFuture to do *all things* necessary or convenient to be done for or in connection with or as incidental to, the performance of its functions. In this connection, the functions of SkillsFuture include the following:[55]

> (a) To plan and develop policies, programs and services that provide, or support the provision of, adult education and further education: s 5(1)(*a*) of the SSG Act;
>
> (b) To provide funding for the provision or promotion of, or taking part in, or to encourage participation in, adult education and further education (wherever held) that is responsive to the needs of commerce or industry or employers: s 5(1)(*e*) of the SSG Act; and

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54 DWS at [52]–[54].

55 See also DWS at [50].

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(c) To administer the Skills Development Fund in accordance with the Skills Development Levy Act 1979 (2020 Rev Ed) ("SDL Act"), which includes doing "*all things necessary to ensure that all payments out of the [Skills Development Fund] are correctly made and properly authorised and that adequate control is maintained over the moneys of the [Skills Development Fund] and over the expenditure out of the [Skills Development Fund]*" [emphasis added]: s 5(1)(*m*)(ii) of the SSG Act read with s 20 and paragraph 2 of the First Schedule of the SDL Act.

46 In my view, the SSG Act, read with the relevant provisions under the SDL Act, means that SkillsFuture is empowered – and indeed, duty bound – to do *all things* necessary to ensure that payments out of the Skills Development Fund are correctly made, properly authorised, and that any such expenditure is adequately controlled and maintained. Indeed, SkillsFuture deposed that it is tasked with safeguarding public funding and preventing the misuse of public funds, and may take enforcement actions against errant training providers, such as by rendering them ineligible for fundings.[56]

47 Seen in this light, issuing the NOI clearly falls within SkillsFuture's scope of power. Withholding funding from training providers suspected of fraud is precisely the type of action that is necessary, convenient and/or incidental to SkillsFuture's statutory function of protecting public funds and maintaining proper financial controls.

48 For completeness, Ms Lim's argument that Parliament only authorised SkillsFuture to take coercive and punitive action through the specific provisions

[56] D2A at [62]–[67].

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in ss 57B–57D and s 61 of the SSG Act is unconvincing.[57] It is unclear if the NOI may be considered a coercive and/or punitive action. Moreover, in any event, the provisions she cites address entirely different circumstances. These provisions establish criminal offences and penalties for, among other things, entering into abusive funding arrangements. They also enable recovery of wrongly obtained funds thereafter. Oversight by the court in this context exists precisely because these provisions involve criminal penalties. In contrast, issuing the NOI involves an administrative decision by SkillsFuture which, as analysed above, falls well within its statutory powers.

49 For these reasons, I do not find that Ms Lim has made out a *prima facie* case that SkillsFuture's decision to issue the NOI exceeded its scope of power and is illegal.

Whether the NOI is irrational and Wednesbury unreasonable

(1) The applicable law

50 It is well established that irrationality, as a ground of review, is a more substantive enquiry which seeks to ascertain the range of legally possible answers and asks if the decision made is one which, though falling within that range, is so absurd that no reasonable decision-maker could have come to it (*Tan Seet Eng* at [80]). In other words, irrationality refers to a decision that is unreasonable in the *Wednesbury* sense, meaning a decision that is so outrageous and in defiance of logic or accepted moral standards that no sensible person who applied his mind to the question to be decided could have arrived at it (*Tan Seet Eng* at [73] citing *Chng Suan Tze v Minister for Home Affairs* [1988] 2 SLR(R)

[57] CWS at [76]–[84].

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525 ("*Chng Suan Tze*") at [119]; see also *Associated Provincial Picture Houses Limited v Wednesbury Corp* [1948] 1 KB 223.

(2) The parties' cases

51 Ms Lim argues that the NOI is irrational and *Wednesbury* unreasonable based on two main grounds. First, no sensible decision-maker could conclude that the Allegations have been substantiated; and second, mere suspicion of such conduct does not warrant issuing an NOI of such broad scope against her.[58]

52 She contends that any sensible decision-maker would have clarified the Allegations with her before issuing the NOI.[59] Alternatively, even if SkillsFuture had legitimate concerns, the NOI is a disproportionate response. The NOI, which is not limited in duration, excludes Ms Lim from associating herself with any organisation that relies on SkillsFuture funding, which she claims is essentially all organisations in Singapore.[60] She contends that the breadth of the NOI has had "wide-ranging and crippling" effects,[61] including preventing her from actively exploring professional opportunities for fear of the NOI's potential impact on companies and potential business partners.[62]

53 Meanwhile, SkillsFuture makes four main arguments defending the NOI as a calibrated, rational and reasonable measure:[63]

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58 CWS at [85].

59 CWS at [97].

60 CWS at [98]; C1A at [161].

61 C1A at [159].

62 C1A at [135].

63 DWS at [61].

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(a) First, while the NOI does not expressly state reasons for its issuance, this omission does not automatically render the decision irrational,[64] as SkillsFuture has no obligation to provide reasons.[65]

(b) Second, Ms Lim's assertion that SkillsFuture issued the NOI without first finding fraud or dishonest conduct is incorrect.[66] Extensive investigations[67] revealed Ms Lim's fraudulent conduct, which prompted a police report being filed on 4 August 2023 (the "Police Report").[68]

(c) Third, the scope of the NOI is justified and necessary for the following main reasons:

(i) It is necessary for SkillsFuture to achieve its functions under s 5 of the SSG Act to, among other things, safeguard public monies.[69]

(ii) It is a proportionate response to the investigation findings showing Ms Lim's involvement in Ebiz's fraudulent conduct and her procurement of sham employment arrangements through other individuals and entities, including her daughters via Leapfrogger Pte Ltd – a company whose shareholders and directors are Ms Lim's daughters.[70]

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64 DWS at [66].

65 DWS at [63].

66 DWS at [67]; D2A at [74].

67 DWS at [61]; D2A at [72].

68 DWS at [68]–[72]; D2A at [27]–[29].

69 DWS at [75].

70 DWS at [76]; D2A at [7] and [76].

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(iii) Without the scope of the NOI, nothing would prevent Ms Lim from incorporating new entities to take advantage of SkillsFuture fundings. The NOI is the only way to stop her from taking advantage of the "*doctrine of separate legal entities*" [emphasis in original].[71]

(d) Fourth, Ms Lim has provided no documentary evidence supporting her claims about the NOI's significant impact on her.[72]

(3) My decision

54 As a preliminary point, while Ms Lim initially took issue with SkillsFuture's failure to state reasons in the NOI,[73] she does not appear to pursue this argument in her written submissions. In any event, I consider that such an argument lacks merit. As the Court of Appeal observed, there is no general duty to give reasons for administrative decisions (*Manjit Singh* at [84]–[85]). Reasonableness does not require reasons to be stated (*Chee Siok Chin v Minister for Home Affairs* [2006] 1 SLR(R) 582 ("*Chee Siok Chin*") at [93]). While exceptions to this general rule exist, Ms Lim has not established that such exceptions apply in the present case. Accordingly, the mere absence of any mention of the Allegations against Ms Lim within the NOI does not, by itself, undermine the NOI's reasonableness.

55 Second and relatedly, Ms Lim's significant emphasis on SkillsFuture's purported poor investigation and lack of substantiation for the Allegations is

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71 DWS at [77]; D2A at [76(d)].

72 DWS at [78].

73 C1A at [157]–[158].

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misplaced.[74] The veracity of the Allegations and/or the propriety of SkillsFuture's investigation are issues of fact not before this court, and which should be properly ventilated in a separate proceeding. Findings of fact are almost invariably not within the purview of judicial review (*Han Hui Hui v Attorney-General* [2022] 5 SLR 1023 at [120] citing *Chng Suan Tze* at [52] and *Chee Siok Chin* at [93]).

56 In any event, it does not appear that the manner in which SkillsFuture conducted its investigations and arrived at its investigation findings is seriously lacking. SkillsFuture has detailed the extent of their investigations into Ms Lim and Ebiz *before* the NOI was issued.[75] These investigations included, among other things, interviewing 17 trainees[76] and writing to six purported employers to ascertain whether the employment relationships were genuine.[77] Importantly, the evidence demonstrates that SkillsFuture investigated the Allegations before arriving at its findings and prior to its decision to issue the NOI.[78]

57 I turn now to Ms Lim's point that in any event, the NOI is irrational and/or unreasonably broad. In this respect, SkillsFuture contends that the scope of the NOI is justified and necessary. At this juncture, I am unpersuaded by SkillsFuture's submissions.

58 I question whether the NOI is a proportionate response to the investigation findings. Even assuming the truth of the Allegations, arguably, the

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74 CWS at [85], [87], [89].

75 D2A at [12]–[30]; DWS at [68]–[70].

76 D2A at [13].

77 D2A at [17].

78 D2A at [27]–[29].

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scope of the NOI seems unreasonably broad. The funding ineligibility under the NOI extends well beyond companies (like Ebiz) that Ms Lim establishes, or which she controls and owns. Instead, the NOI extends to *any organisation* (not just companies) in which she has certain relationships *ie,* by holding shares, a directorship, a senior management position or a key personnel position. It is important to note that this is irrespective of the size of her shareholding, and/or her actual ability to exert control over that organisation in any of those capacities. Also, depending on the organisation in question, there may be some uncertainty about what constitutes "senior management position" or "key personnel position".

59 The broad breadth of the NOI may be illustrated by Ms Lim's experience in seeking professional opportunities with certain institutes of higher learning ("IHLs"). As she explains, the scope of the NOI appears to extend to *all organisations*, including universities and even organisations completely unrelated to education. According to her account, these extensive restrictions have precluded her from exploring professional opportunities that have presented themselves, including senior positions with two IHLs.[79] As Ms Lim argues, the NOI appears to exclude her from associating herself with any organisation that relies on SkillsFutures funding.[80]

60 I note SkillsFuture's contention that there is a lack of "documentary evidence" to substantiate Ms Lim's assertion on the significant impact of the NOI on her. However, this does not assist SkillsFuture greatly. I do not have to make any findings on how the NOI has actually affected Ms Lim. However, based on Ms Lim's evidence, I appreciate that given the NOI's terms, any

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79 C1A at [135(b)].

80 CWS at [98].

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person would reasonably face some uncertainty about the disclosure obligations to prospective employers or business partners, and the potential consequences of any such disclosure.

61 I now address SkillsFuture's argument that the scope of the NOI is necessary to stop Ms Lim from incorporating other entities to take advantage of funding from SkillsFuture. I am also mindful that Ms Lim's alleged fraud purportedly involved certain corporate partners and her daughters. Notwithstanding the concerns, it remains questionable whether such conduct would warrant the extent of restrictions set out under the NOI.

62 For these reasons, I am satisfied that the broad scope of the NOI makes it *prima facie* irrational and *Wednesbury* unreasonable. While the standard for a decision to be considered unreasonable is pragmatically fixed at a "very high level" (*Chee Siok Chin* at [125]), I reiterate that the threshold to be crossed for an application for leave to commence judicial review is a "very low one of a *prima facie* case of reasonable suspicion" (*Gobi* at [54). At this stage, Ms Lim has made out a *prima facie* case to question whether issuing the NOI was a calibrated and reasonable measure.

Whether the NOI was issued in bad faith

(1) The applicable law

63 In *Muhammad Ridzuan*, the Court of Appeal observed that the touchstone of "bad faith" in the administrative law context is the idea of dishonesty. Merely taking into account legally irrelevant considerations or failing to take into account legally relevant considerations, where there is no dishonesty involved, would not suffice (at [70]). Contentions of dishonesty are

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serious allegations that must not be made on mere suspicion (*Shanmugam Manohar v Attorney-General* [2021] 3 SLR 600 at [57]).

(2) The parties' cases

64 Ms Lim's main submissions are summarised as follows:

(a) There is no evidence that SkillsFuture had conducted a thorough investigation into the Allegations which they rely on to sustain the NOI.[81]

(b) These Allegations had not surfaced and were not on SkillsFuture's mind prior to the issuance of the NOI.[82]

(c) Whatever findings SkillsFuture had reached were below the level of dishonest conduct, let alone fraud.[83]

(d) While SkillsFuture lodged the Police Report, no evidence was provided. SkillsFuture also described its suspicions merely as "possible", which suggests that there was no finding of fraud/dishonesty by SkillsFuture.[84] The Police Report was also made against Ebiz, not Ms Lim.[85]

(e) SkillsFuture's after-the-fact justification of the NOI is inexplicable and not understandable, and probative of bad faith. Contriving a non-existent reason to retrospectively justify the NOI and

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81 CWS at [103].

82 CWS at [104].

83 CWS at [105].

84 CWS at [109]–[110].

85 CWS at [109].

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representing a state of affairs which is factually untrue is dishonest and the touchstone of bad faith.[86]

65 SkillsFuture mainly argues that Ms Lim has failed to provide any evidence of dishonesty on its part.[87] In particular, SkillsFuture makes the following submissions:

(a) Ms Lim's contentions are incorrect and ignores the earlier extensive investigations conducted by SkillsFuture.[88] As set out in the August 2024 Letter, SkillsFuture did, at the time of issuing the NOI, have grounds to believe that Ms Lim was behind the suspected fraud and dishonesty.[89]

(b) SkillsFuture also took the following actions which were consistent with the decision to issue the NOI:

(i) Issued the Possible Termination Letter and invited Ebiz to provide reasons why SkillsFuture should not terminate the Contract.[90]

(ii) Made the Police Report prior to the issuance of the NOI.[91]

(iii) Terminated the Contract with Ebiz on 10 August 2023.[92]

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86 CWS at [111].

87 DWS at [62].

88 DWS at [72].

89 DWS at [67]; D2A at [74].

90 DWS at [71(1)].

91 DWS at [71(2)].

92 DWS at [71(3)].

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(3) My decision

66 To reiterate, it is undisputed that the established test for "bad faith" in administrative law centres on dishonesty.[93] Having considered the matter, I roundly reject Ms Lim's claim that SkillsFuture acted dishonestly and in bad faith. I explain.

67 First, I do not accept Ms Lim's argument that there is no evidence that SkillsFuture had thoroughly investigated the Allegations. As alluded to at [56] above, SkillsFuture initiated investigations into these Allegations as early as April 2022.[94] These investigations included interviewing 17 trainees to examine Ebiz's conduct of training courses and the records submitted.[95] The investigation revealed that Ebiz had purportedly submitted false statements regarding the employment status of the trainees, their attendance, and the duration of training.[96] Importantly, SkillsFuture has produced contemporaneous statements of these interviews,[97] which clearly support SkillsFuture's assertions that it had, in fact, been looking into these Allegations by April 2022.

68 SkillsFuture also wrote to six purported employers to verify Ebiz's compliance with certain terms and conditions and to confirm the genuineness of employment relationships.[98] Again, SkillsFuture has produced the relevant emails it sent to these employers,[99] several of which were sent by the Principal

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93 CWS at [54]; DWS at [62].

94 D2A at [13].

95 D2A at [13] and [16].

96 D2A at [14].

97 D2A at [16]; D2A at Tab 3 (pp 90–429).

98 D2A at [17].

99 D2A at [17]; D2A at Tab 4 (pp 431–1250).

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Manager of the Fraud and Enforcement Division of SkillsFuture. These emails expressly informed the employers that were selected for an assessment "to ensure that government funding meets their intended purpose and that incentive or grants from [SkillsFuture] are properly applied".[100]

69 In the circumstances, it cannot be seriously argued that there is *no evidence* of SkillsFuture investigating the Allegations prior to the issuance of the NOI. The documentary records clearly suggest otherwise.

70 Second and relatedly, I do not accept Ms Lim's contention that the Allegations had not surfaced and were not in SkillsFuture's contemplation when the NOI was issued. In the August 2024 Letter, SkillsFuture confirmed that the NOI was issued because there were reasons to suspect that Ms Lim, being the sole director and shareholder of Ebiz, "had committed fraud and/or dishonesty against [SkillsFuture] in respect of training courses for which funding was administered by [SkillsFuture]".[101]

71 While Ms Lim appears to characterise this August 2024 Letter as an "after-the-fact justification of the NOI",[102] she has not provided any compelling reason as to why this court should disbelieve SkillsFuture's evidence. The documentary evidence adduced by SkillsFuture (see [67]–[68] above), coupled with their filing of the Police Report prior to the issuance of the NOI, demonstrate that the Allegations featured in the decision-making before SkillsFuture issued it to Ms Lim.

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100 See, *eg*, an email from Rozaiman Rosidi dated 6 January 2023 at 3.22pm (D2A at p 431); an email from Rozaiman Rosidi dated 6 January 2023 at 3.05pm (D2A at p 669).

101 August 2024 Letter at [6]–[8] (D2A at pp 1556–1557).

102 CWS at [111].

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72 In this connection, while Ms Lim disputes the weight to be accorded to the Police Report, such contentions are without merit. She has not established *why* SkillsFuture should have annexed evidence to the Police Report, nor has she proven that SkillsFuture did not provide any such evidence thereafter. The purpose of filing a police report is to inform and enable the police to investigate a matter. Considering this context, it is reasonable that SkillsFuture did not annex evidence to the Police Report and had couched its allegations in tentative language. The police would have been well equipped to conduct their own investigations into the issues particularised in the Police Report. The mere use of the word "possible" in the Police Report, coupled with the absence of evidence annexed to the same, therefore carry little significance.

73 Regarding the fact that the Police Report was made against Ebiz and not Ms Lim, it is SkillsFuture's position that it considers Ms Lim (as the sole shareholder and director of Ebiz) to be responsible for Ebiz's suspected fraud/dishonesty.[103] Seen in this light, the Police Report being made against Ebiz does not detract from the fact that SkillsFuture had, at that time, already suspected Ms Lim of being responsible for the Allegations which it complains of.

74 Finally, while Ms Lim argues that SkillsFuture's findings do not disclose dishonest and fraudulent conduct, the relevance of this submission is unclear. These are factual issues not before this court. In any event, this argument does not assist Ms Lim's case. As she acknowledges, dishonesty is the touchstone of bad faith in administrative law. Even if SkillsFuture's findings do not disclose fraud or dishonesty, this determination alone, without more, does not support finding that SkillsFuture was *dishonest* in issuing the NOI.

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103 DWS at [5].

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75 For these reasons, I do not agree that SkillsFuture issued the NOI in bad faith. To reiterate, contentions of dishonesty are serious allegations that must not be made on mere suspicion. In the present case, Ms Lim has failed to prove that SkillsFuture was *prima facie* dishonest in issuing the NOI.

Whether SkillsFuture gave Ms Lim an opportunity to be heard

(1) The applicable law

76 The right to be heard has been described by the Court of Appeal in *Kay Swee Pin v Singapore Island Country Club* [2008] 2 SLR(R) 802 ("*Kay Swee Pin*") as a "cardinal principle" (at [7]). The right to be heard, otherwise known as the "Hearing Rule", is a fundamental pillar of natural justice. It emphasises that no person should be condemned without having been heard or having been given prior notice of the allegations. The Hearing Rule requires that the party liable to be directly affected by the outcome of the proceedings should be given notice of the allegation against him and should be given a fair opportunity to be heard (*Kay Swee Pin* at [7]).

(2) The parties' cases

77 In essence, Ms Lim argues that SkillsFuture had breached the Hearing Rule in respect of its issuance of the NOI to her. Her main submissions are summarised as follows:

(a) The Possible Termination Letter was sent and addressed to Ebiz only, not Ms Lim. In this connection, Ms Lim highlights that she is not Ebiz and *vice versa*.[104]

104 CWS at [113].

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(b) The Possible Termination Letter did not identify the Allegations against Ms Lim. Therefore, she could not have been aware that the NOI was forthcoming.[105]

(c) The Possible Termination Letter did not indicate that Ms Lim could respond in her personal capacity or that her response would be taken into consideration before SkillsFuture decides whether to issue the NOI against her.[106]

(d) As a statutory body, SkillsFuture cannot decide to withhold funding as it wishes – it must act in accordance with the law, which includes allowing an affected subject to address allegations which are relied upon to justify the withholding of funding.[107]

78 As for SkillsFuture, it makes the following main submissions:

(a) It is a privilege for entities to receive funding from SkillsFuture. The provision of such funding is at the sole and exclusive discretion of SkillsFuture. There is no explicit requirement under s 6 of the SSG Act which requires SkillsFuture to allow Ms Lim to "show cause" before it issues the NOI.[108] In other words, there is no pre-existing right of Ms Lim upon which the Hearing Rule can be premised upon.[109]

(b) Furthermore, where SkillsFuture suspects training providers to have engaged in fraudulent or wrongful conduct, it must have the

105 CWS at [114].

106 CWS at [115].

107 CWS at [120].

108 DWS at [87].

109 DWS at [84]–[85].

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discretion to promptly stop fundings to those entities. If SkillsFuture is required to "accord hearing rules" before it could issue the NOI, it would be hindered in its ability to manage those errant training providers.[110]

(c) In any event, Ms Lim was given multiple opportunities to justify the possible breaches and conduct of Ebiz before the NOI was issued:

(i) When SkillsFuture issued the Possible Termination Letter on 30 November 2022, it described the various breaches, including that the attendance records were untrue and/or inaccurate. SkillsFuture invited responses on why it should not terminate the Contract.[111]

(ii) Between 1 and 2 December 2022, Ms Lim responded to the Possible Termination Letter by sending several email queries to SkillsFuture.[112]

(iii) After the NOI was issued on 10 August 2023, Ms Lim still had the opportunity to be heard – the NOI itself stated that "[f]or further clarification, please email us at […]". Therefore, there was an avenue for her to make representations.[113]

(3) My decision

79 I deal first with SkillsFuture's argument that the Hearing Rule does not apply in the present case.

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110 DWS at [86].

111 DWS at [88(1)].

112 DWS at [88(2)].

113 DWS at [89].

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80 SkillsFuture relies on *Dow Jones Publishing Co (Asia) Inc v Attorney-General* [1989] 1 SLR(R) 637 ("*Dow Jones*") to argue that receiving funding from SkillsFuture is a "privilege" rather than a "right" which is granted at SkillsFuture's sole and exclusive discretion.[114] Therefore, SkillsFuture contends that the Hearing Rule is not engaged even when it decides to withhold any such funding.

81 Having considered the matter, I am unable to accept this submission. In *Dow Jones*, the appellant was the owner of the Asian Wall Street Journal ("AWSJ"), a foreign business newspaper circulating in Singapore. After the appellant published certain articles in the AWSJ, the Monetary Authority of Singapore asked the appellant to publish a letter it had written in response to the article. The appellant refused. Subsequently, the Ministry of Communications and Information declared that the AWSJ was a foreign newspaper engaging in the domestic politics of Singapore and, under s 16 of the Newspaper and Printing Presses Act (Cap 206, 1985 Rev Ed) ("NPAA"), restricted its circulation from 5,000 copies a day to 400 copies a day. The appellant sought to quash the Minister's decision for, among other reasons, failing to give him an opportunity to make representations (at [58]).

82 The Court of Appeal dismissed the appeal, holding that the appellant had no right but merely a privilege to sell the AWSJ in Singapore. In particular, the Court of Appeal observed that when s 16 of the NPAA was enacted, that privilege was liable to be restricted by the Minister acting under that section (at [59]).

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114 DWS at [82]–[85].

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83 In my judgment, *Dow Jones* does not support SkillsFuture's case and is clearly distinguishable from the present facts. I reproduce the relevant provisions under s 16 of the NPAA here:

> **Declared foreign newspapers**
>
> **16.**—(1) The Minister may, by order published in the Gazette, declare any newspaper published outside Singapore to be a newspaper engaging in the domestic politics of Singapore.
>
> (2) No person shall, without the prior approval of the Minister, sell or distribute or import for or possess for sale or distribution any declared foreign newspaper.
>
> (3) The Minister may grant his approval under subsection (2) subject to such conditions as he may impose or **may refuse to grant or revoke such approval without assigning any reason**.
>
> (4) **The Minister may restrict the sale or distribution of each issue of any declared foreign newspaper granted approval under subsection (2) to such number of copies as he thinks fit**, and may require such copies to be marked in such manner as he may direct.
>
> [emphasis added]
>
> …

84 In my view, the Court of Appeal's comments in *Dow Jones* must be seen in context. Sections 16(3) and (4) of the NPAA expressly empowered the Minister to revoke, impose conditions, or restrict the sale or distribution of any foreign newspaper with considerable discretion. Against this statutory framework, the Court of Appeal observed that the NPAA did not require the Minister to give a hearing to any foreign newspaper found engaging in the domestic politics of Singapore, and that selling the AWSJ in Singapore was a "privilege", *ie*, the ability to sell the AWSJ in Singapore was liable to be restricted at any time by the Minister (at [58]–[59]). In contrast, s 6 of the SSG Act does not explicitly empower SkillsFuture to issue the NOI. In this connection, and unlike the appellant in *Dow Jones*, it thus cannot be said that

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Ms Lim was "clearly aware that there was no right to any prior hearing" (see *Dow Jones* at [58]). The present case is clearly not analogous to *Dow Jones*, nor are its principles applicable here.

85 More importantly, in *Dow Jones*, the Court of Appeal observed that in any event, there was no unfairness and prejudice caused by the Minister not giving the appellant an opportunity to make representations since, among other reasons: (a) they had already been warned by the Minister; and (b) they were aware, from the precedent of another magazine refusing to publish the Government's reply, that the Minister was likely to invoke s 16 of the NPAA upon the appellant's refusal to publish the letter (at [59]). In my view, the facts of the present case are in stark contrast to those in *Dow Jones*. As I explain below at [87]–[89], Ms Lim had not been warned that SkillsFuture was intending to issue the NOI to her. There is also no evidence that SkillsFuture has issued similar notices of ineligibility to other individuals, and that Ms Lim was aware of the same. Thus, SkillsFuture's reliance on *Dow Jones* to support its position is not helpful.

86 Fundamentally, SkillsFuture has provided no compelling reason as to why the Hearing Rule should not apply in the present case. SkillsFuture's submission that it has the "sole and exclusive discretion" to provide or withhold funding,[115] and that it would be "hindered in its enforcement efforts" to manage errant training providers if it needed to "accord hearing rules",[116] is contrary to what the Court of Appeal emphasised in *Kay Swee Pin* that the Hearing Rule is a "cardinal principle of natural justice" (at [7]). The Court of Appeal explained that what fairness requires is a matter for the court to decide as a matter of law.

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115 DWS at [84].

116 DWS at [86].

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This issue is *not one for the discretion of the decision-maker* (*Kay Swee Pin* at [6]). Given these principles, at this stage, I am unable to accept SkillsFuture's submission that the Hearing Rule should not apply here. Considering the extensive reach and potential repercussions of the NOI on Ms Lim, a *prima facie* case arises as to whether fairness requires SkillsFuture to have abided by the Hearing Rule.

87 SkillsFuture places significant emphasis on the Possible Termination Letter, arguing that it accorded Ms Lim an opportunity to be heard. However, as its title suggests, the Possible Termination Letter concerned the possible *termination of the Contract* between SkillsFuture and Ebiz, stating "[i]f you feel that [SkillsFuture] *should not terminate the Contract* … please let us know your reasons" [emphasis added].[117] Thus, even if SkillsFuture gave Ebiz and Ms Lim a chance to be heard in relation to SkillsFuture's intention to terminate the Contract, this appears entirely irrelevant to the NOI. The letter made no reference to SkillsFuture's intention to issue the NOI, nor did it invite Ms Lim to make representations towards the same.

88 Similarly, SkillsFuture's argument that Ms Lim still had the opportunity to be heard *after* the NOI was issued is of little merit. The Hearing Rule requires parties who are liable to be directly affected by the outcome of a proceeding to receive notice of the allegations and a chance to be heard *before* the decision is made (see *Kay Swee Pin* at [7]). In any event, SkillsFuture does not appear to have given Ms Lim a chance to be heard even *after* the NOI was issued. The NOI merely stated "[f]or *further clarification*, please email us at […]" [emphasis added].[118] Ms Lim appears to only have been offered an opportunity

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117 D2A at p 1256 (Possible Termination Letter).

118 NOI at [2] (C1A at p 366).

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to *clarify* the NOI. Based on the plain wording of the NOI, there seems to have been no clear avenue for Ms Lim to *appeal* or *challenge* the NOI.

89 For these reasons, I accept that Ms Lim was, on a *prima facie* basis, not given an opportunity to be heard regarding SkillsFuture's issuance of the NOI.

Conclusion

90 In sum, I do not accept that SkillsFuture's issuance of the NOI is illegal. Nor was it issued in bad faith. However, I accept Ms Lim's argument that the issuance of the same is *prima facie* irrational. I also agree with her that *prima facie,* the Hearing Rule applied, and that she was not accorded an opportunity to be heard in relation to SkillsFuture's issuance of the NOI.

Conclusion

91 In conclusion, the Primary Case is not made out, and I dismiss prayer 1 of OA 1085 (see [1(a)] above).

92 As for the Secondary Case, to reiterate, the threshold in an application to commence judicial review is a "very low one of a *prima facie* case of reasonable suspicion" (*Gobi* at [54]). I am satisfied that this threshold has been crossed. Ms Lim has established a *prima facie* case of reasonable suspicion in favour of a quashing order on the grounds that the issuance of the NOI is *prima facie* irrational, and that *prima facie*, she was not accorded an opportunity to be heard in relation to the issuance of the NOI in line with the Hearing Rule. Therefore, I grant prayer 2(a) of OA 1085, giving Ms Lim to permission to commence judicial review proceedings to quash the NOI based on these two grounds only (see [1(b)(i)] above).

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93 For completeness, given that I find against Ms Lim on the ground of illegality, I dismiss prayer 2(b) of the application, which seeks a declaration that the NOI is *ultra vires,* void and/or unenforceable against Ms Lim (see [1(b)(ii)] above).

94 Finally, I order that the costs be reserved.

Hoo Sheau Peng
Judge of the High Court

Poon Guokun Nicholas (Breakpoint LLC) for the claimant;
Cheong Chee Min, Lau Yunkang (Liu Yunkang), Chee Kai Hao and
Poon Chong Ming (Lee & Lee LLP) for the defendant.

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