**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2020] SGHC 150**

Originating Summons No 1595 of 2019 (Registrar's Appeal No 87 of 2020)

Between

(1) Joseph Clement Louis Arokaisamy

… *Plaintiff*

And

(1) Singapore Airlines Limited

… *Defendant*

Originating Summons No 490 of 2020

Between

(1) Singapore Airlines Limited

… *Plaintiff*

And

(1) Joseph Clement Louis Arokaisamy

… *Defendant*

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# GROUNDS OF DECISION

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[Civil Procedure] — [Inherent powers]
[Civil Procedure] — [Striking out]

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[Courts and Jurisdiction] — [Vexatious proceedings]
[Res Judicata] — [Cause of action estoppel]

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# Joseph Clement Louis Arokaisamy
# v
# Singapore Airlines Ltd and another matter

**[2020] SGHC 150**

High Court — Originating Summons No 1595 of 2019 (Registrar's Appeal No 87 of 2020) and Originating Summons No 490 of 2020
Andre Maniam JC
14 July 2020

23 July 2020

**Andre Maniam JC:**

## Introduction and background

1 At the heart of these proceedings lies the following question: can a party keep re-litigating a claim indefinitely?

2 Mr Joseph Clement Louis Arokaisamy ("Mr Clement") was an employee of Singapore Airlines Limited ("SIA") from 1973 until he was dismissed in 1997. From 1997 to date, he initiated a number of actions and applications concerning his termination and continued to do so even after 2004, by which time his wrongful dismissal claim had been dismissed and had become unappealable.

***History of proceedings***

3 Mr Clement sued SIA for wrongful dismissal on 12 November 1997 (in DC/S 4929/1997). That claim was dismissed by District Judge Valerie Thean (as she then was) on 16 June 2003 following a trial (see [2003] SGDC 137). Mr Clement appealed to the High Court (by DCA 17/2003) and his appeal was dismissed by Woo Bih Li J on 9 January 2004 (see [2004] 2 SLR(R) 233). Mr Clement filed a notice of appeal to the Court of Appeal (in CA 11/2004), which the Court of Appeal struck out on 28 April 2004 as he had not sought the requisite leave to appeal. On 30 April 2004, Mr Clement filed a belated application for leave to appeal (by OM 24/2004), which was dismissed by the Court of Appeal on 23 August 2004.

4 At the latest, Mr Clement's claim against SIA for wrongful dismissal, and litigation of the issues in those proceedings, should have ended there and then. But Mr Clement was not deterred, and he has been re-litigating his claim to date, even through a period of bankruptcy (ironically for his failure to pay legal costs awarded to SIA).

***Re-litigation***

5 On 6 May 2005, whilst a bankrupt, Mr Clement filed an application (by DC Summons in Chambers 6000027/2005) to re-amend his Statement of Claim in DC/S 4929/1997. By way of the application, he sought leave to plead that his dismissal was "not in accordance and not in compliance with the mandatory statutory requirements of section 13(2) of the employment act (chapter 91)". However, his wrongful dismissal claim had already been dismissed, and he had exhausted all avenues of appeal. Moreover, both District Judge Thean and Woo J had considered s 13(2) of the Employment Act (Cap 91, 1996 Rev Ed) ("Employment Act") and decided that it justified Mr Clement's dismissal (see



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District Judge Thean's judgment at [9]–[28], in particular [27]; and Woo J's judgment at [12]–[47]), in particular [30]). On 30 June 2005, Mr Clement's amendment application was dismissed.

6 Mr Clement tried again, in a different form, by filing HC/OS 1310/2005 on 21 September 2005 to ask that his termination letter "be declared invalid, as the said letter is not in accordance with [and/or] it does not comply with the mandatory statutory requirements of Section 13(2) of the Employment Act Cap 91". That application was dismissed on 2 November 2005 by V K Rajah J (as he then was), who ordered that the Official Assignee be informed that "further litigation to reopen matters decided in DC Suit 4929 of 1997 *have absolutely no merit*" [emphasis added].

***Mr Clement's present action***

7 After his discharge from bankruptcy on 13 June 2017, however, Mr Clement filed HC/OS 1595/2019 ("OS 1595") against SIA on 30 December 2019. He sought:

(a) "an interpretation of Section 13(2) of the Employment Act" (prayer 1) and "the factual circumstances under which the said section is triggered and/or applicable" (prayer 2);

(b) "The applicability of section 8 of the Employment Act" (prayer 3) and "The probable factual circumstances when section 8 is applicable" (prayer 4);

(c) "A Declaration that there was Procedural Impropriety by [SIA] and the Trial Judge in DC Suit 4929 of [1997]" (prayer 5);



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(d) "A Declaration that [Mr Clement] is within time for this Application" (prayer 6); and

(e) "Any such order or directions that this Honourable Court deems fit" (prayer 7).

8 SIA successfully applied to strike out OS 1595.

9 What was before me was HC/RA 87/2020 (Mr Clement's appeal against the striking out order) and HC/OS 490/2020 (the "Restraint OS", *ie*, SIA's application for an order restraining Mr Clement from further re-litigating his wrongful dismissal claim without leave of court). After hearing parties, I dismissed HC/RA 87/2020 and allowed SIA's Restraint OS (HC/OS 490/2020). I now set out the grounds for my decision.

**OS 1595 was correctly struck out**

10 At the first instance hearing of SIA's striking out application, Mr Clement candidly admitted that he wanted a declaration that DC/S 4929/1997 (his wrongful dismissal claim) was wrongly decided.

11 I found that the assistant registrar was correct to strike out OS 1595.

***OS 1595 is barred by res judicata***

12 By way of OS 1595, Mr Clement sought to re-litigate his case, which was already *res judicata* (in the sense of cause of action estoppel) as between him and SIA. Moreover, s 13(2) of the Employment Act, which is mentioned in prayers 1 and 2 of OS 1595, had been considered by both District Judge Thean and Woo J in deciding against Mr Clement as they did (see District Judge Thean's judgment at [9]–[28] and Woo J's judgment at [12]–[47]).



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13 District Judge Thean dismissed Mr Clement's wrongful dismissal claim, Woo J upheld that decision on appeal, and Mr Clement's two attempts to appeal to the Court of Appeal failed. The non-existence of a cause of action for wrongful dismissal has been determined as between Mr Clement and SIA. That is final and unappealable, and cause of action estoppel prevents him from continuing to assert that he was wrongfully dismissed by SIA (applying *The Royal Bank of Scotland NV (formerly known as ABN Amro Bank NV) and others v TT International Ltd (nTan Corporate Advisory Pte Ltd and others, other parties) and another appeal* [2015] 5 SLR 1004 ("*TT International*") at [99]).

14 Mr Clement submitted that District Judge Thean and Woo J were wrong, in that s 13(2) of the Employment Act was never applicable to the facts of his case. The simple point is: the judges decided that s 13(2) of the Employment Act *was* applicable to the facts of his case, and Mr Clement cannot keep filing proceedings to reopen the matter.

15 Before me, Mr Clement tried to distance OS 1595 from the termination of his employment, but to no avail. He sought to characterise OS 1595 as merely seeking an interpretation of written law and other relief. However, he sued SIA as a defendant, sought to reargue the applicability of s 13(2) of the Employment Act to the facts of his case, and sought a declaration of procedural impropriety in respect of District Judge Thean's decision against him, all of which made it readily apparent that OS 1595 was nothing more than a smokescreen for reopening the long concluded matter of DC/S 4929/1997. In any event, not only did District Judge Thean and Woo J interpret s 13(2) of the Employment Act, they also found that it applied on the facts of Mr Clement's wrongful dismissal claim.



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16 Mr Clement's reference to s 8 of the Employment Act, as another basis for overturning the decisions against him, did not improve his position. He was still making a direct attack on the decisions against him, and cause of action estoppel applies (see *TT International* at [99]). Where cause of action estoppel has arisen, the bar against re-litigation is absolute save for fraud or collusion, which I found to be absent here, as I will explain below (see *TT International* at [103]).

17 I considered that the reference to s 8 of the Employment Act is caught by cause of action estoppel; but even if that were not so, it would still be caught by the "extended" doctrine of *res judicata* (see *TT International* at [101]–[102], and Mr Clement cannot argue that point in the absence of special circumstances, of which there are none. Any point about s 8 of the Employment Act ought properly to have been raised and argued in DC/S 4929/1997, but it was not. It was not raised in DCA 17/2003 either. Mr Clement cannot now do so.

***The s 8 Employment Act argument is totally without merit***

18 In any event, I saw no merit whatsoever in Mr Clement's argument relating to s 8 of the Employment Act. Mr Clement accepted in the course of oral submissions that s 8 of the Employment Act had no application here, and informed me that he was withdrawing that aspect of OS 1595.

19 That section (in the terms in force when Mr Clement was terminated) reads:

> **Illegal terms of contract of service**
>
> **8.** Every term of a contract of service whether made before or after 15th August 1968 which provides a condition of service which is less favourable to an employee than any of the conditions of service prescribed by this Act shall be illegal, null and void to the extent that it is so less favourable.



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20 As I explained to Mr Clement, s 8 contemplates a comparison of the terms of an employment contract, with the conditions of service prescribed by the Employment Act. However, the "term" that Mr Clement was complaining of was s 13(2) of the same Act, rather than any term in his employment contract. Mr Clement could not explain how s 8 might override s 13(2), other than to point to the phrase "less favourable" in s 8. SIA could and did terminate his employment on the basis of the deeming provision in s 13(2) of the Employment Act; s 8 of the Employment Act does not apply to s 13(2), which is not a "term of a contract of service" but part of the same Act.

21 In any event, the courts have already decided that s 13(2) of the Employment Act justified SIA's termination of Mr Clement's contract. Section 13(2) of the Employment Act deemed Mr Clement to have broken his contract of service for having been continuously absent from work for more than two days without informing or attempting to inform SIA of the excuse for such absence, and SIA had terminated his contract accordingly (see District Judge Thean's judgment at [27], and Woo J's judgment at [30] where Woo J expressly said that where s 13(2) of the Employment Act applies, what is deemed is not merely a breach of contract but a *repudiation* which entitles an employer to terminate).

22 In so far as Mr Clement's argument was about the validity of SIA's termination letter of 5 March 1997 purporting to terminate his employment with effect from 21 February 1997 (which was when his period of absence began), this argument had already been addressed in Woo J's judgment at [60]–[71], in a section captioned, "New issue: Whether the termination letter was valid". At [63], Woo J noted that the point had not been pleaded or argued before the trial judge; adopting the observations of Lord Birkenhead LC in *North Staffordshire*



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*Railway Company v Edge* [1920] AC 254 at 263–264, he rejected the point accordingly (at [71]).

***Mr Clement's new grounds for re-litigation are barred and are totally without merit***

23 Mr Clement's written submissions for the Restraint OS (filed on 9 July 2020) appeared to raise further grounds for, in his own words, "reopening the matter now". In those submissions, he said he was "seeking for justice as the rule of law must be applied fairly and no one is above the law and all are equally given the same rights under the law" (at para 11); he emphasised the same in oral submissions. In his written submissions for OS 1595, he raised the following:

(a) *Fraud and mistake* – he said that SIA had "acted fraudulently (bad faith) and made a mistake in law and have mislead the trial judge and the plaintiff who was in person during the DC Suit 4929. The judgment was obtain fraudulently" (at para 3). He elaborated as follows:

(i) "Firstly the judgment was obtain fraudulently by the respondent's and a judgment which was obtain in such a manner, the principles of res judicata is not applicable at all" (at para 16).

(ii) "Secondly an action for fraud can only brought after a judgment and fraudulently judgment is void from the beginning" (at para 17).

(b) *Lack of power* – "Thirdly the District Court under certain provisions of the District Courts Act (Currently the States Courts Act) does not have the authority or power to interpret a written law" (at para 18).



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(c) *Judicial review* – "Fourthly a declaration for procedural impropriety can only be decided by the high court by way of judicial review" (at para 19).

24 The various ways in which Mr Clement sought to overturn the final and unappealable court decisions against him all offend *res judicata*. They are, moreover, totally without merit, and only show the lengths to which he will go in persistently re-litigating the matter.

25 *First*, regarding fraud and mistake, Mr Clement's argument is along these lines: the judges were wrong; SIA misled the judges; SIA (represented by reputable lawyers) knew they were not entitled to rely on s 13(2) of the Employment Act in the first place – so SIA defrauded the courts. But Mr Clement had no basis for saying SIA knew they were not entitled to rely on s 13(2) in the first place. All that I see is that SIA relied on s 13(2) of the Employment Act to justify their termination of Mr Clement's employment, and the judges agreed that they were entitled to do so. There is no fraud to speak of.

26 *Second*, Mr Clement cited no authority for his proposition that a District Court cannot interpret written law. The proposition is plainly wrong. He referred to "certain provisions" of the State Courts Act but did not specify what they were. Under s 31 of the State Courts Act (Cap 321, 2007 Rev Ed), a District Court, as regards any action within its jurisdiction, has the same powers as the High Court (and Mr Clement accepts that the High Court can interpret written law). District Judge Thean had all the powers she needed to dismiss Mr Clement's wrongful dismissal claim, on the basis that SIA's termination of his employment was justified by s 13(2) of the Employment Act. In any event, Mr Clement's appeal was dismissed by the High Court, which had the power to interpret written law and did in fact interpret s 13(2) of the Employment Act.



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27 *Third*, it is misconceived for Mr Clement to seek judicial review of District Judge Thean's decision on the grounds of procedural impropriety, namely, that she acted beyond her powers and *ultra vires* a written law (s 13(2) of the Employment Act). Whether his termination was justified under s 13(2) of the Employment Act was argued at first instance, and he lost; it was argued again on his appeal to the High Court, and he lost again; and the Court of Appeal declined to let him appeal further.

***OS 1595 is time-barred***

28 For completeness, I also considered that OS 1595 is time-barred. Mr Clement sought, among other things, to revisit his termination of employment in 1997 and obtain a declaration of procedural impropriety against the trial judge in DC/S 4929/1997 (which concluded with judgment against him on 16 June 2003). Mr Clement cited s 29(1) of the Limitation Act (Cap 163, 1996 Rev Ed) ("Limitation Act") and argued that he was still within time because it was only some time in July 2013 that he discovered what he called a "serious mistake in law" made by both District Judge Thean and SIA; he further claimed to have discovered that SIA had breached the rules of natural justice and had also acted in bad faith (see paras 23–24 of his 30 December 2019 affidavit in OS 1595).

29 I did not consider s 29(1) of the Limitation Act to be of any help to Mr Clement. In relation to s 29(1)(*b*), Mr Clement's right of action for wrongful dismissal was not concealed (let alone fraudulently concealed) by SIA. He sued for wrongful dismissal in 1997, the same year he was dismissed.

30 As for s 29(1)(*c*) of the Limitation Act, that applies only where "the action is for relief from the consequences of a mistake", and this was not such



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a case – Mr Clement's claim was (and always had been) for wrongful dismissal, *ie*, an alleged breach of contract by SIA.

31 In any event, s 29(1) of the Limitation Act merely provides that the period of limitation shall not begin to run until the plaintiff has discovered the fraud or mistake, as the case may be, or could with reasonable diligence have discovered it. On Mr Clement's own position that he discovered certain matters in July 2013, even if s 29 of the Limitation Act applied, he would still have had to commence action within six years thereafter (six years being the limitation period for actions founded on a contract under s 6(1)(*a*) of the Limitation Act), *ie*, by July 2019. OS 1595 was however only commenced on 30 December 2019, beyond any conceivable limitation period. He did put forward various excuses as to why he was unable to file proceedings earlier, but those do not justify extending the limitation period.

32 Moreover, I did not consider his excuses to be a satisfactory explanation for OS 1595 being filed only in December 2019 (or indeed, at all). One of the excuses was that he was a bankrupt until 13 June 2017, and he could not get permission from the Official Assignee to file further proceedings after V K Rajah J directed (in dismissing HC/OS 1310/2005) that the Official Assignee be informed that "further litigation to reopen matters decided in DC Suit 4929 of 1997 have absolutely no merit". Mr Clement's inability to get permission from the Official Assignee for further unmeritorious re-litigation is hardly a good reason to allow such re-litigation now. That direction, moreover, would only have been effective during his bankruptcy. There still remained a gap of some two and a half years between 13 June 2017 when he was discharged from bankruptcy, and 30 December 2019 when he commenced OS 1595.



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**The extended civil restraint order should be granted**

33 I agreed with SIA that Mr Clement should be restrained from further re-litigating his wrongful dismissal claim and the issues in it.

34 The Restraint OS was brought pursuant to the court's inherent powers and/or s 73C of the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) ("SCJA"). While SIA referred to the court's "inherent jurisdiction" in their submissions, I will instead refer to the court's "inherent powers". The latter is more precise (see *Re Nalpon Zero Geraldo Mario* [2013] 3 SLR 258 at [41]) and also accords with the language of O 92 r 4 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed). I note that Mr Clement too invoked the court's inherent powers, in relation to OS 1595.

35 Turning first to s 73C of the SCJA, I was satisfied that Mr Clement has "persistently commenced actions or made applications that are totally without merit" within s 73C(1) of the SCJA. The same subsection provides that in such a case, the court may make an extended civil restraint order against the party in question.

36 Mr Clement's actions or applications that are totally without merit include:

(a) his application to amend his pleadings in DC/S 4929/1997, after that suit had been dismissed and his appeals against that decision had been exhausted (which application was duly dismissed);

(b) HC/OS 1310/2005 (dismissed with a direction to the effect that the Official Assignee should not give permission for any further re-litigation);



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(c) OS 1595; and

(d) HC/RA 87/2020 (his appeal against the striking out of OS 1595).

37 Mr Clement argued that s 73C of the SCJA did not apply. Section 73C of the SCJA only came into force on 1 January 2019; he contended that all he had filed since then was OS 1595 and that his re-litigation prior to s 73C coming into force did not count towards a finding that he had "persistently commenced actions or made applications that are totally without merit". I rejected this contention. Although a court could only make an order under s 73C of the SCJA after that provision had come into force, neither the language of the section nor its legislative purpose (of restricting unmeritorious or vexatious litigation) limited the court to considering only conduct since 1 January 2019. Indeed, it would defeat the legislative purpose of the section to impose such a limitation. If there is a history of unmeritorious litigation, it all counts.

38 But if I am wrong to take into account conduct prior to 2019 for the purposes of s 73C of the SCJA, the order I made can be justified as an exercise of the court's inherent powers, which have no such restriction.

39 I also noted that on 23 January 2008, Mr Clement had obtained SIA's consent to his proposed discharge from bankruptcy on the basis of (amongst other things) his undertaking "not to make any further claims or commence further proceedings of any nature against [SIA]". However, he resiled from that undertaking, and from 16 June 2011 to 10 October 2014, Mr Clement wrote to SIA repeatedly to give them notice of his intention to pursue his termination by further court action. This correspondence foreshadowed OS 1595.



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40 Besides s 73C of the SCJA, SIA also invoked the inherent powers of the court. I acknowledge that there is judicial recognition of the court's inherent powers to restrain vexatious litigation: see the discussion in *Cheong Wei Chang v Lee Hsien Loong and another matter* [2019] 3 SLR 326 ("*Cheong Wei Chang*") at [53]–[72]. However, I preferred to rely on s 73C of the SCJA rather than the court's inherent powers, unless those powers were necessary for the order I made.

41 I noted that prayer 1 of the Restraint OS was worded as follows: "that [Mr Clement] be restrained from commencing or issuing any legal proceedings concerning any matter involving, relating to, touching upon or leading to the termination of his employment with [SIA], including DC Suit No. 4929 of 1997, DCA No. 17 of 2003, Civil Appeal No. 11 of 2004/C, Originating Motion No. 24 of 2004/X, Originating Summons No. 1310 of 2005/J, HC/OS 1595/2019 and the issues and the parties set out there in, without the leave of the court and, in case [Mr Clement] should without such leave issue or commence any such legal proceedings, [SIA] is not to attend or otherwise deal with such legal proceedings unless the court on the return thereof shall so direct and, unless the court shall think fit to give such directions, the legal proceedings shall be summarily dismissed without being heard".

42 This had some differences with what is set out in ss 73C(2) and 73C(4) of the SCJA, which read:

> (2) Where a court makes an extended civil restraint order, the party against whom the order is made —
>
> > (*a*) is restrained from commencing any action or making any application, in any court or subordinate court specified in the order, concerning any matter involving, relating to, touching upon or leading to the legal proceedings in respect of which the order is



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> made, without the leave of the court that made the order; and
>
> (*b*) may apply to amend, vary or discharge the order, only if the party has the leave of the court that made the order to make that application.
>
> (4) An extended civil restraint order —
>
> (*a*) remains in effect for a period (not exceeding 2 years) that is specified in the order; and
>
> (*b*) must specify every court or subordinate court in which the party against whom the order is made is restrained from commencing any action or making any application.

43 Of particular note is that SIA sought a restraint of indefinite length against Mr Clement. At this juncture, I prefer to impose a two-year restraint which is in line with s 73C of the SCJA, although this period may be extended thereafter under the SCJA (see ss 73C(4) and 73C(5) of the SCJA) or under the court's inherent powers. While Mr Clement has, to date, brought four actions or applications that are totally without merit (see [36] above), the number of actions or applications alone does not justify an indefinite restraint against him. The word "persistently" in s 73C(1) of the SCJA indicates that more than one unmeritorious action or application would have to be brought before s 73C of the SCJA comes into operation. Nonetheless, Parliament has expressly provided for a two-year limit in extended civil restraint orders (per s 73C(4) of the SCJA). I was not satisfied that the facts before me justified a departure from the general position in s 73C(4) of the SCJA into the realm of an indefinite restraint.

44 I recognise that the order granted in *Cheong Wei Chang*, pursuant to the court's exercise of its inherent powers, was unlimited in time. *Cheong Wei Chang* concerned s 74 rather than s 73C of the SCJA. It bears highlighting that, in *Cheong Wei Chang*, the court characterised (at [78]) its inherent power to grant extended civil restraint orders as "an intermediate measure" that is less



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draconian than the Attorney-General's intervention pursuant to s 74 of the SCJA. Section 73C(4) of the SCJA, however, expressly provides for extended civil restraint orders to take effect for a period of two years. A restraint of indefinite length against Mr Clement can therefore only be granted pursuant to an exercise of this court's inherent powers, but to exercise this court's inherent powers in this manner would result in an outcome that is *more* onerous to Mr Clement than that provided for under s 73C(4) of the SCJA. That does not mean that the court has no inherent powers to make such an order, but the court's inherent powers should be invoked sparingly, and this is especially so where a party urges the court to invoke its inherent powers to circumvent an existing rule (see *Lee Siew Ngug and others v Lee Brothers (Wee Kee) Pte Ltd and another* [2015] 3 SLR 1093 at [17]). For the same reasons, I decided to craft my order in the terms of s 73C of the SCJA, including a two-year limit, rather than to go beyond that limit by exercising this court's inherent powers.

45 After hearing submissions on the appropriate wording of the order, and having decided to proceed on the basis of s 73C of the SCJA rather than this court's inherent powers (unless necessary), I ordered as follows:

> 1. That the Defendant [*ie*, Mr Clement] is restrained from commencing any action or making any application, in any court or subordinate court (as defined in s 2 of the SCJA), concerning any matter involving, relating to, touching upon or leading to the following legal proceedings: DC Suit No. 4929 of 1997, DCA No. 17 of 2003, Civil Appeal No. 11 of 2004/C, Originating Motion No. 24 of 2004/X, Originating Summons No. 1310 of 2005/J and HC/OS 1595/2019, without the leave of the court that made this order.



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2. Where the Defendant [*ie*, Mr Clement] commences an action or makes an application (other than for the leave of the court under s 73C(2) of the SCJA), in any court or subordinate court, contrary to paragraph 1 of this order, that action or application is to be treated as struck out or dismissed —

(i) without the court having to make any further order; and

(ii) without the need for any other party to be heard on the merits of that action or application.

3. This order shall remain in effect for two years from today, unless extended pursuant to s 73C(5) of the SCJA or the inherent powers of the court.

4. The parties shall have liberty to apply.

46 For these reasons, I dismissed Mr Clement's appeal in HC/RA 87/2020, with costs; and I allowed SIA's Restraint OS (HC/OS 490/2020) on the terms set out above, with costs. I ordered Mr Clement to pay SIA's costs for both HC/RA 87/2020 and the Restraint OS, which were fixed at $10,000, inclusive of disbursements.

**Conclusion**

47 Can a party keep re-litigating a claim indefinitely? The answer is a resounding "no".

48 I conclude with a quote from Lord Bingham of Cornhill CJ's judgment in *Attorney-General v Barker* [2000] 1 FLR 759 at 764 (also quoted in *Cheong Wei Chang* at [74]): "The essential vice of habitual and persistent litigation is



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keeping on and on litigating when earlier litigation has been unsuccessful and when on any rational and objective assessment the time has come to stop."

49 At the latest, after his application for leave to appeal was dismissed by the Court of Appeal on 23 August 2004, Mr Clement should have stopped litigating his wrongful dismissal claim and the issues in it. Instead he kept on and on litigating, and his persistence shows no signs of abating. His unending bid to seek justice has spanned 23 years, but his re-litigation of final and unappealable decisions is misguided. Finality in this matter is long overdue. If there is as good a time as any for him to lay his claim to rest, that time is now.

Andre Maniam
Judicial Commissioner

The plaintiff in OS 1595/2019 and the defendant in OS 490/2020 in person;
Chng Teck Kian Desmond (Drew & Napier LLC) for the defendant in OS 1595/2019 and the plaintiff in OS 490/2020.



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