1. This judgment DOES need redaction.
2. Redaction HAS been done.

District Judge Chiah Kok Khun
28 October 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGMC 66

Magistrate's Court Originating Claim No 5394 of 2024

Between

Jayarethanam S/o Sinniah Pillai

… *Claimant*

And

Aboitiz Data Innovation Pte Ltd

… *Defendant*

JUDGMENT

[Contract — Consideration — Sufficiency of consideration — Employer promising to pay severance pay to employee — Employee accepting termination — Whether employer's promise to pay severance pay contractually enforceable — Whether employer's promise to pay severance pay supported by consideration]

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Jayarethanam S/o Sinniah Pillai
v
Aboitiz Data Innovation Pte Ltd

[2025] SGMC 66

Magistrate's Court Originating Claim No 5394 of 2024
District Judge Chiah Kok Khun
26 August, 14 October 2025

28 October 2025 Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 The claimant is a former employee of the defendant. The defendant is in the business of providing business solutions to clients using data science and artificial intelligence across various industries. The claimant was in the defendant's employ from 3 January 2022 to 31 January 2024.

2 On 18 December 2023, the claimant was served a redundancy notice and letter of termination. Thereafter, the claimant was placed on immediate garden leave. On 3 January 2024, whilst on garden leave, the claimant sent two emails to former employees of the defendant, requesting information on potential clients of the defendant. These emails became the centre of the dispute before me. The dispute concerns a claim by the claimant against the defendant for payment of one month's salary, one month's severance payment, a half month's

discretionary bonus and a sum comprising flexible benefits. The claim totalled an amount of $27,700.

3 The defendant contends that the claimant had breached the terms of his employment contract, and he had solicited clients of the defendant. As a result, he was terminated for misconduct and thus not entitled to the various payments under his claim.

4 For the reasons set out below, I am dismissing the claim.

Issues to be determined

5 The agreed issues to be decided in this case are as follows:

(a) Whether the claimant had breached clauses 13.1, 16, and 18.l of his employment contract with the defendant dated 22nd December 2021 (‘Employment Agreement”).

(b) Whether the claimant's emails to former employees of the defendant constituted solicitation of potential clients of the defendant.

(c) Whether the claimant is entitled to the severance payment under the termination letter dated 18 December 2023.

Analysis and findings

6 The claimant’s position is that he did not breach the terms of the Employment Agreement in that he had not solicited or attempted to solicit clients of the defendant. He also appears to contend that even if he was found to have solicited or attempted to solicit clients, he had obtained prior approval

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of the defendant to conduct and continue with his "external business activities".[1] As for the one month's of severance payment, the claimant's case appears to be that the severance payment was an "undertaking" from the defendant and "being an undertaking, qualifies as a contract".[2] The claimant is, therefore, entitled to the sums under his claim.

7 The defendant's case on the other hand is that the claimant had breached clauses 13.1, 16, and 18.1 of the Employment Agreement. The defendant contends that the claimant has also breached the terms of his employment by not seeking prior approval for and failing to disclose his external business activities. The defendant had acted in conflict of the defendant's business interest and violated the defendant's code of conduct. The defendant had dealt with the claimant's breaches in accordance with its internal policies fairly and openly, and was entitled to terminate the claimant with immediate effect without disbursing the payment of one month's salary, one month's severance payment, a half month's discretionary bonus and the sum comprising flexible benefits. Further, the claimant is in any case not entitled to the severance payment and discretionary bonus as they were goodwill payment and the defendant retained the sole discretion to deny the payment.[3]

8 The parties have agreed to a set of facts which are as follows.[4] The claimant was employed by the defendant as data science team lead commencing on 3 January 2022 under the Employment Agreement. He reported to the managing director of the defendant, Mr David Hardoon ("Hardoon"). On 23

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1 Para 16(1) of the claimant's closing submissions.

2 Para 15C(2) of the claimant's closing submissions.

3 Paras 8-11 of the defendant's closing submissions.

4 Agreed statement of facts dated 19 December 2024.

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March 2023, the defendant promoted the claimant to head, data science consulting-financial services. His title was subsequently amended to head, data science consulting. He received a salary increment from $9,000.00 to $10,080.00.

9 On 18 December 2023, the defendant served a redundancy notice on the claimant ("Termination Letter"). The claimant was informed that the notice period of two months would commence from 1 January 2024, and his last day of service would be 29 February 2024. The claimant was placed immediately on garden leave and not required to report for work.

10 On 16 January 2024, the defendant sent a letter to the claimant putting him on notice that notwithstanding his promotion and termination on 1 January 2024, the terms of the Employment Agreement remain unchanged, and he was obligated to abide by them. The defendant alleged that during the claimant's garden leave, the claimant had solicited and attempted to solicit potential prospective clients of the defendant, by way of emails sent to two former employees of the defendant. The defendant informed the claimant that formal investigations into the claimant's misconduct were underway, and he may be required to attend interviews with the defendant. On 25 January 2024, the defendant convened a disciplinary panel who heard the claimant's explanations for his misconduct. On 31 January 2024, the claimant was terminated with immediate effect. The claimant was terminated pursuant to clauses 13.1, 16, and 18.l of the Employment Agreement. On 1 February 2024, the claimant informed the defendant that he wished to appeal the decision of the disciplinary panel. Accordingly on 7 February 2024, a second disciplinary hearing comprising new members on the panel was convened. On 9 February 2024, the second disciplinary panel upheld the decision of the first disciplinary panel.

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11 For context, I set out below the clauses of the Employment Agreement referred to by the parties:

> Clause 13.1
>
> You must fulfil your duties and responsibilities to the Company faithfully, honestly and in a professional manner and devote your full time and attention to the Company's business. You shall perform all the duties, functions and responsibilities required of and assigned to you by the Company diligently, efficiently and to the best of your ability, to the Company's reasonable satisfaction. During your employment, you shall refrain from engaging in any activity that is prejudicial to the interests of the Company or that may interfere with the performance of your job, whether within or outside the Company premises and whether during or outside work hours. You will not at any time during the continuance of your employment hereunder, except with the expressed and written permission of the Company, engage directly or indirectly in any other business or occupation whatever, whether as principal, agent, broker or otherwise or to engage in any activity to the detriment, whether direct or indirect, to the interest of the Company and/or the Group.
>
> …
>
> Clause 16
>
> You shall abide by all policies, codes, manuals, rules and regulations of the Company (including those in relation to workplace safety), which may be issued, amended, varied or added from time to time at its absolute discretion and that by signing this Contract, you have consented to abide by such prevailing policies, codes, manuals, rules and regulations in force. You agree to familiarise yourself with all prevailing policies, codes, manuals, rules and regulations of the Company, and that violation thereof may result in the appropriate disciplinary action being taken against you.
>
> …
>
> Clause 18.1
>
> For a period of three (3) months after termination of your employment by either party, for whatever reason, you hereby agree not to be employed or engaged in, undertake or carry on business either alone or in partnership nor be interested, directly or indirectly in any feed and/or feed ingredient businesses, or in any direct or indirect competitor of the Company or Group, and will not canvas or solicit for yourself or

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> any other person, any company, firm or other person who shall at any time during your employment has been a customer of the Company or Group.

12 As seen, clause 13.1 restricts the claimant from engaging in any activity that is prejudicial to the interests of the defendant except with the expressed and written permission of the defendant; whilst clause 16 imposes on the claimant a requirement to abide by all policies, codes, manuals and rules and regulations of the defendant. As for clause 18.1, it prohibits the solicitation of the defendant's clients for a period of three months after the termination of the claimant's employment.

The claimant has breached clause 13.1 of the Employment Agreement

13 I turn first to the defendant's case that the claimant has breached clause 13.1 by failing to disclose the existence of his sole proprietorship throughout his employment with the defendant. As alluded to above, the claimant's contention is that he had obtained prior approval from the defendant to conduct and continue with his external business activities.[5] In this regard, he relies on the fact that there is "one paragraph on Futures Consultancy Group" in his "lengthy" *curriculum vitae* that was sent to Hardoon shortly before the Employment Agreement was signed. However, as noted by the defendant, the claimant had failed to state in his *curriculum vitae* that it was in fact a sole proprietorship owned by him.[6] In court, the claimant testified that his *curriculum vitae* would state that he owned the sole proprietorship, and the defendant was aware of its existence.[7] The claimant however eventually conceded that at no point did the claimant ever inform the defendant of the sole

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5 Para 16(1) of the claimant's closing submissions.

6 Para 15 of the defendant's closing submissions.

7 NE, p 11 lines 9 to p 12, line 2.

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proprietorship.[8] The claimant had asserted that the defendant was aware of and had given permission for the claimant to conduct external business. But he likewise conceded at trial that he was aware that he had to obtain written permission from the defendant to engage in any other prejudicial external business activities; and it is not disputable that no evidence of his consent was produced.[9]

14 As regards the claimant's reference to his external activities, the claimant's case is that the work he did for the Bhutan government (the "Bhutan Project") was in 2021 and was for a different project which was not similar to the service the defendants provided. This was before the claimant commenced work for the defendants. In any event, if he obtained remuneration for the Bhutan Project he was rightly entitled to receive it in 2022.[10] However, the defendant on the other hand pointed out that the claimant had failed to provide to the defendant the details of the Bhutan Project that he had undertaken with his "team of acquaintances".[11] The existence of the Bhutan Project was only revealed for the first time during the disciplinary hearing in January 2024.[12] During the disciplinary hearing, the claimant said that he worked on the Bhutan Project between 2022 to 2023. I note that the claimant attempted to show that the Bhutan Project preceded his employment with the defendant in court by stating that it began somewhere in 2021 when they were sourcing for experts.[13] However, this misses the point. It is not a question of *when* the claimant began

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8 NE, p 16 lines 5 to 10.

9 NE, p 10 lines 26 to 31.

10 Para 17 of the claimant's closing submissions.

11 Para 22 of the defendant's closing submissions.

12 Defendant's bundle of documents p119.

13 NE, p 34 lines 23 to 28.

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his involvement in the Bhutan Project. It is a question of his failure to disclose his continuing involvement with it during his employment with the defendant. This is in contravention of the claimant's disclosure obligation under clause 13.1 of the Employment Agreement. The claimant had in fact admitted that the Bhutan Project only concluded during his time with the defendant. Clause 13.1 disallows the claimant "from engaging in any activity…that may interfere with the performance of [his] job". It is not for the claimant to decide whether he found any "relevance" between the work he did for the Bhutan Project and the work he did for the defendant. I agree with the defendant that it was not for the claimant to unilaterally determine that the work he did for the Bhutan Project is not relevant to the defendant's business. The defendant would have to be informed of the nature of work which the claimant is involved in before determining whether the claimant is in a position of conflict of interest. In this regard, I also note that the claimant did not make any reference in his *curriculum vitae* to any work that he was undertaking with his "team of acquaintances".

The claimant has breached clauses 16 & 18.1 of the Employment Agreement

15 I turn now to clauses 16 and 18.1 of the Employment Agreement. Pursuant to clause 16, the claimant was bound by the policies, codes, manuals, and rules and regulations of the defendant. This includes the code of conduct of the defendant ("Code of Conduct") which sets out the conduct expected of an employee.[14] In court, whilst he conceded that his involvement in certain external activities would require prior approval, and competing with the defendant in transactions or dealings which the defendant has an interest in is a conflict of interest; the claimant disagreed that acquiring an interest in a transaction involving the defendant, its customers or suppliers would tantamount to a

[14] Defendant's bundle of documents pp 61-65.

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conflict of interest.[15] The defendant on the other hand pointed to the Code of Conduct which sets out the various rules and principles that an employee of the defendant is to abide by. The defendant contends that the claimant has infringed clause 4 of the Code of Conduct. The defendant also contends that the claimant has breach clause 18.1 of the Employment Agreement. As alluded to above, clause 18.1 prohibits the solicitation of the defendant's clients for a period of three months after the termination of the claimant's employment.

16 To analyse the respective parties' positions in this regard, I turn to the two emails which are at the centre of this dispute. The two emails were sent on 3 January 2024 to a Mr Reinald and a Ms Lina respectively. Both are former employees of the defendant.

17 For ease of reference, I set out the two emails. The email to Mr Reinald is as follows:

> Hi, Reinald, Happy New Year 2024, and hope it has been a good start for you and family!
>
> Did BKB come back with the interest? I believe they have been kind of on the back burner due to BSP and all. Also, ADI costing might be too costly and they might be in two minds, since they hardly have a budget.
>
> I am looking into helping BKB bank, and I can do it for a much lesser cost and also at a very short time. If they feel cost is a big issue, you can direct them to me and my team of best DS and DE and AI Engineers. Will help them efficiently without issue.
>
> If you have any leads that feel they have no budget, send them to me and will take care of them. I am able to do all this low budget leads, that ADI do not want.
>
> In case they cut me off this email, use the following:
>
> Info [email address redacted]

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15 NE, p19 lines 11 to 18.

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> [phone number redacted]
>
> Thank you and really appreciate your kind help!
>
> Best JP

18 The email to Ms Lina is as follows:

> Hi Lina, Happy New Year 2024, and hope it has been a good start for you so far!
>
> Did BKB come back with their interest? I believe they have been kind of on the back burner due to BSP and all. Also ADI costing might be too costly and they might be in two minds, since they hardly have any budget.
>
> I am looking into helping BKB bank, and I can do it for a much lesser cost and also at a very short time. If they feel cost is a big issue, you can direct them to me and my team of good DS, DE, software and AI engineers. Will help them efficiently without issue.
>
> I have been building the team way before I jointed ADI and so they are very experienced and entrepreneurial.
>
> If you have any leads that feel they have low budget but need help, send them to me and will take care of them. I am able to do all this low budget leads, that ADI do not want.
>
> In addition, we are able to build actual products (which have done) that ADI does not have capacity or not unable to do so due to lack of data or no expertise.
>
> In case they cut me off this email, use the following:
>
> Info [email address redacted]
>
> [phone number redacted]
>
> Thank you and really appreciate your kind help!
>
> Best JP
>
> Ps. Do keep this to yourself as you are a trusted Colleague.

19 It will be noted at the outset that the two emails are almost identical. Other than two additional sentences in the email to Ms Gina which alluded to the claimant having his team "way before" he joined the defendant, the two emails are word for word the same. This is telling. Plainly, these were not casual

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emails. These were deliberate and intentional emails. They were carefully planned and crafted. I note that the key contents of the emails are as follows:

(a) The claimant inquired if a specific client has accepted the defendant's business proposal.

(b) The claimant stated that he was able to undertake the same business proposal at lower costs than the defendant.

(c) The claimant stated that if the client has an issue with costs, to divert the client to the claimant.

(d) The claimant has been building a team before he joined the defendant and the team was able to build products at costs lower than the defendant.

(e) The claimant provided his personal contact information to the two former employees.

(f) The claimant exhorted the two former employees to keep to themselves the fact that he sent the emails to them.

20 In my view, it is clear that by the two emails, the claimant was attempting to solicit business for himself from the existing clients of the defendant. The claimant was explicit that he was willing to undertake the same business proposal offered by the defendant to the clients at lower costs than the defendant. He openly asked the two former employees to divert a particular client to him. He referred to having built a team even before joining the defendant, that that the team not only has capabilities but was also cheaper. By offering to provide the same products to the clients of the defendant at lower costs, the claimant was undercutting the defendant in pricing. It was plainly to

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entice these clients to divert their business to him. The emails were carefully crafted with the intention of soliciting business from the clients of the defendant.

21 Unsurprisingly, upon discovering the claimant's emails, the defendant launched an investigation and commenced disciplinary proceedings against the claimant, leading to the events as alluded to above. The claimant had claimed that he intended to inform the defendant of a business proposal he has for the defendant following his departure from the defendant's employ. However, he admitted in court that such proposals were in fact not forthcoming.[16]

22 I agree with the defendant that by his conduct, the claimant had clearly breached clause 18.1 of the Employment Agreement. I also agree that in attempting to solicit the clients of the defendant, the claimant had acted in a manner which is detrimental to the defendant, and placed himself in a position of conflict of interest. This conflict would be a violation of clause 4.1.5 of the Code of Conduct which required the claimant to advance and protect the defendant's interest. The claimant had also breached clause 4.2 of the Code of Conduct by failing to declare any potential conflicts of interest and directing business away from the defendant. It follows that the claimant has also breached clause 16 of the Employment Agreement, under which the claimant was bound by the Code of Conduct, which he had violated.

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16 NE, p 6 lines 6 to 11.

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The claimant is not entitled to the Severance Payment nor the Discretionary Bonus

23 I have found in the foregoing that the claimant has breached clauses 13.1, 16, and 18.l of the Employment Agreement. It follows that the defendant was justified in terminating the claimants' employment on that basis.

24 In addition to the claimant's breaches, the defendant contends that the claimant is in any event not entitled to the Severance Payment nor the Discretionary Bonus. The defendant's case is that the Severance Payment was offered to the claimant as an *ex-gratia* payment. There is no entitlement to a severance payment in the claimant's contract of employment; there is thus no contractual basis for the claimant to claim for the Severance Payment. For completeness, I turn now to the question of whether the claimant is entitled to the Severance Payment.

25 The law relating to payment of severance pay was discussed by the High Court in the case of *Tan Kok Yong Steve v Itochu Singapore Pte Ltd* [2018] SGHC 85. The High Court held at [39] that for the employee in that case to succeed in his claim for severance payment, he must show that there was a valid contract between the parties in respect of the severance payment. It was further held that it is trite that for any such agreement to be enforceable, it must be backed by consideration (at [54]).

26 The Court of Appeal in the case of *Sea-Land Service Inc v Cheong Fook Chee Vincent* [1994] 3 SLR(R) 250 ("*Sea-Land*") discussed what might be the possible forms of consideration for an agreement to pay severance benefits to an employee. The Court of Appeal stated at [7] as follows:

> 7 It was common ground that, if there was consideration for the agreement to pay the enhanced benefits, it could only

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> have arisen in three possible forms: first, by the respondent performing his existing contractual duties under the employment contract when he continued to work for the appellants after he received the termination notice; secondly, by the respondent forbearing to sue the appellants for breach of the employment contract as the termination of the respondent's employment was allegedly not in accordance with the employment contract; and, thirdly, by the respondent accepting the termination of his employment in the expectation of receiving the enhanced benefits. It was, however, the appellants' case that the third possibility was, in substance, similar to the second one.

27 It is seen that the Court of Appeal discussed three possible forms of consideration for an agreement to pay severance benefits. They are as follows:

(a) by the employee performing his existing contractual duties under the employment contract when he continued to work for the company after he received termination notice;

(b) by the employee forbearing to sue the employer for breach of the employment contract when the termination of the employee's employment was not in accordance with the employment contract; or

(c) by the employee accepting the termination of his employment in the expectation of receiving the benefit.

28 In the present case, it is plain that there is an absence of consideration for the Severance Payment to be enforceable. The first limb in *Sea-Land* is not applicable in the present case as the claimant was placed on garden leave upon receiving the Termination Letter and no work had been done by the claimant. In any event, for completeness, even if the claimant had performed work for the defendant, it should be noted that the employee in *Sea-Land* had argued that his employer had obtained a benefit from the performance of his existing duties in the last month of his employment. This contention was rejected by the Court of

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Appeal for reason that the employee's last month of work would not amount to valid consideration as the performance of existing duties did not constitute good consideration (*Sea-Land* at [13]-[14]).

29 As regards the second limb of *Sea-Land*, I note that it is not the claimant's case that there was any request made by the defendant for the claimant to forebear from commencing litigation against the defendant. Neither is there evidence of such an agreement between the parties. Likewise for the third limb, it is not the claimant's case that he had relied on any representation by the defendant to accept his termination in exchange for the Severance Payment. Similarly, there is no evidence of such an agreement in this regard between the parties.

30 In the light of the above, I accept the defendant's case that the Severance Payment was offered to the claimant as a means to assist the claimant in transitioning into a new phase of his career. As pointed out by the defendant, the claimant had in fact conceded in court that there was no contractual basis for him to claim for the Severance Payment.[17] The claimant had also agreed that the defendant had extended the Severance Payment to him out of goodwill, and it was withdrawn after the disciplinary hearing. The Severance Payment was in fact a goodwill gesture.[18] Likewise, the Discretionary Bonus was not a mandatory payment but was awarded at the discretion of the defendant. The claimant had conceded that the Discretionary Bonus was awarded to him at the sole and absolute discretion of the defendant and that he was not entitled to it.[19]

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17 NE pp 26, lines 9 to 20; 27 to 31.

18 NE pp 26, lines 1 to 14; 16 to 20.

19 NE pp 29, lines 5 to 8.

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I therefore find that the claimant is not entitled to the Severance Payment nor the Discretionary Bonus in any event.

It is not for the claimant to unilaterally impose his requirements in respect of the disciplinary proceedings

31 As well for completeness, I turn to the claimant's allusion that the defendant's disciplinary process was not conducted impartially.[20] I note at the outset that it is undisputed that the defendant's disciplinary policy clearly sets out the disciplinary process and the possible outcomes.[21]

32 The Court of Appeal provided guidance on the approach to an employer's disciplinary process in the case of *Leiman, Ricardo and another v Noble Resources Ltd and another* [2020] 2 SLR 386 ("*Leiman, Ricardo*"). In *Leiman, Ricardo* the employee raised an issue pertaining to the proper construction of contracts in the context of an employer having power to make decisions and the extent to which the court may intervene with those decisions. The Court of Appeal stated at [126] as follows:

> 126 On this analysis, in contracts of employment, absent a term in the contract to the contrary, there is no basis for finding that an employer is obliged to accord to an employee the right to any particular process before undertaking any action, including even contractually wrongful action. In the latter scenario, the employer may be liable in damages, but there is simply no reason to import any process-related obligations or rights beyond anything that is specifically provided for in the contract. This proposition in *Vasudevan Pillai* was subsequently applied by this court in *Lim Tow Peng and another v Singapore Bus Services Ltd* [1974–1976] SLR(R) 673 at [23], and by the High Court in *Arokiasamy Joseph Clement Louis v Singapore Airlines Ltd* [2002] 2 SLR(R) 924 at [50] as well as *Lai Swee Lin Linda v Attorney-General* [2010] SGHC 345 at [41].

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20 NE pp 57, lines 19 to 23.

21 Pp 95-98 of DBOD.

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33 As seen, the Court of Appeal held that there is no basis to import any process-related obligations or rights beyond anything that is specifically provided for in the contract, into the employer's disciplinary process.

34 In the present case, the claimant has raised the question of him being entitled to "at least one independent witness, one independent member" to be part of the disciplinary panel. This was not provided for contractually in the Employment Letter or the defendant's disciplinary policy. Following *Leiman, Ricardo*, it is not for the claimant to unilaterally impose the requirement to appoint an external third party to be a part of the defendant's internal disciplinary proceedings.

35 I turn finally to the claimant's pleaded contention that the defendant's disciplinary panel was:[22]

> … prejudiced, failed to consider the true facts of his defence and blindly relied on the two emails sent to his colleagues". The Committee failed to consider the legal principles involved in such soliciting cases and failed to prove the claimant's guilt on the balance of probabilities.

36 In other words, the claimant alleges that the defendant's disciplinary panel was prejudiced and failed to apply the correct legal principles in its deliberations and thus "failed to prove the claimant's guilt".

37 The High Court recently stated the court's approach to disciplinary findings by employers. In the case of *Tan Tung Wee Eddie v Singapore Health Services Pte Ltd* [2025] 4 SLR 1166, the High Court held as follows:[23]

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22 Para 6(a) of the statement of claim.

23 The appeal to the Appellate Division of the High Court against the High Court's decision was dismissed.

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> 136 The claimant pleads that the defendant violated due process by failing to apply the appropriate standard of proof. It is not clear how this is relevant in this case. It is for this court to determine whether, on a balance of probabilities, the evidence before this court supports the defendant's case that his dismissal is justified. In my view, the evidence shows that the claimant's dismissal is justified.

38 In other words, the question of whether the employer failed to observe due process is not relevant to the court in considering whether an employee's dismissal was justified. It is for the court to determine whether, on a balance of probabilities, the evidence before the court supports the employer's case that the employee's dismissal is justified.

39 Likewise in the present case, the claimant's pleaded case that the defendant's disciplinary panel was prejudiced and failed to apply the correct legal principles in its deliberations is not relevant to my determination whether his termination was justified. In this regard, as discussed above, I have found that the claimant was justifiably terminated by the defendant pursuant to clauses 13.1, 16, and 18.l of the Employment Agreement.

Conclusion

40 In view of all of the foregoing, I find that the claimant had breached clauses 13.1, 16, and 18.l of the Employment Agreement. I also find that the claimant's two emails to the former employees of the defendant constituted solicitation of potential clients of the defendant. I further find that the claimant is not entitled to the Severance Payment in any event.

41 The claimant has therefore failed to prove his case on a balance of probabilities. The claim is accordingly dismissed.

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42 Parties are to file written submissions on the question of costs, to be limited to two pages, within 14 days of this judgment.

Chiah Kok Khun
District Judge

Mr Srinivasan Selvaraj (Myintsoe & Selvaraj) for claimant;
Ms Lim Bee Li and Mr Kurzbock Tsang Yu Han
Kenn (Chevalier Law LLC) for defendant.

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