

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGECT 13

Employment Claims Tribunals — Case Nos. 10209 of 2024

Between

JKP

... Claimant

And

JKQ

... Respondent

JUDGMENT

[Employment Law – Constructive dismissal – Discrimination – Pregnancy –
Maternity leave – Compensation]

TABLE OF CONTENTS

INTRODUCTION.....	2
CHRONOLOGY OF EVENTS	2
ECT’S FINDINGS	6
CIRCUMSTANCES LEADING TO C’S DECISION TO RESIGN	6
REASONS FOR THE INTENDED DISMISSAL	10
AMOUNT OF COMPENSATION TO BE AWARDED TO C	12
DECISION.....	15

This judgment/GD is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

JKP

v

JKQ

[2026] SGECT 13

Employment Claims Tribunals — Claim No 10209 of 2024
Tribunal Magistrate Lee Li Choon
13 June, 1 July 2024

22 September 2026

Tribunal Magistrate Lee Li Choon:

1 The claimant brought a claim in the Employment Claims Tribunals (“ECT”) – ECT/10209/2024 – under s 14(2) of the Employment Act 1968, seeking compensation for her dismissal, which she alleged was without just cause or excuse because it was discriminatory. Specifically, she alleged that the dismissal was on account of her pregnancy and impending maternity leave at the time. I heard the parties on 13 June 2024. After considering the parties’ respective cases, the documents placed before me, and the oral evidence given, I delivered oral judgment on 1 July 2024 and allowed the claim, awarding the claimant the maximum award based on the ECT’s jurisdictional limit of three months’ gross salary for loss of income and three months’ gross salary for harm caused.

2 I consider it appropriate to publish this judgment, as the facts of this case shed light on the kind of adverse workplace culture that working women who choose to have children may encounter from certain employers.

Introduction

3 The claimant (“C”) commenced employment as an Executive of the respondent (“R”) on 21 April 2021. At the time her employment ended, she was drawing a gross monthly salary of \$3,300.

4 In March 2023, C’s business unit came under a new director, Mr EC, who had recently joined R.

5 C gave birth to her firstborn on 11 October 2023 and commenced paid maternity leave on that date. Her paid maternity leave was scheduled to end on 25 January 2024.

6 Prior to the end of her paid maternity leave, on 21 December 2023, C tendered her resignation with one month’s notice, with 25 January 2024 stated as her last day of employment.

7 C’s claim before the ECT was on the basis that she had been “forced to resign” whilst still on maternity leave. On that basis, she alleged that her resignation amounted to a constructive dismissal, which in turn constituted a wrongful dismissal.

Chronology of events

8 As the chronology of events leading to C’s resignation with one month’s notice on 21 December 2023 was of central importance, I set it out below.

Date	Event
March 2023	Mr EC joined R and became the new director of C's business unit.
April 2023	C had a one-on-one lunch with Mr EC. During the hearing on 13 June 2024, C testified that at this get-to-know-you lunch, she informed Mr EC that she was pregnant with her baby due in October, and that she was considering whether to take a few months of sabbatical leave as provided for in R's HR handbook in order to care for her newborn.
19/7/2023	C had her performance appraisal meeting with her immediate superior, Ms JY, the new director of her business unit, Mr EC, and the previous director, Mr JC. In her appraisal form, C's performance for the period 1 July 2022 to 30 June 2023 was described by Ms JY as follows: “(C's) performance and work ethic has been excellent with a healthy growth mindset, recognizing her strengths and flaws. She has also demonstrated an impressive ability to take on multi-disciplinary projects that are outside of her niche.” Mr EC concurred with this performance appraisal and stated: “(C's) performance is good and she has also shown an interest in expanding her abilities. She has adjusted a more flexible work model and shown a strong work ethic in the past review period.” (sic)
12/09/2023	C submitted her maternity leave form with the date fields left blank.

	C had been asked by R's HR personnel, Mr TWN on 8 September to submit the form. As requested, C submitted it by email on 12 September but left the date fields blank as her child's date of birth was not yet known. C also informed R's HR by email that she was still considering whether to apply for sabbatical leave to care for her child.
13/09/2023	On her doctor's advice, C was hospitalised for pregnancy-related complications and high blood pressure. C then informed R's HR personnel that she would be on hospitalisation leave due to pregnancy-related complications in her final trimester. C was 36 weeks pregnant at the time and remained on hospitalisation leave until she gave birth on 11 October 2023.
18/09/2023	C received a heads-up from Ms JY that Mr EC was not keen to have her return to work. Ms JY sent C a WhatsApp message, stating, "(Mr EC) isn't keen on having u back just a headsup" (sic) ("the heads-up message")
02/10/2023	C received a WhatsApp message from Mr EC indicating he wished to speak with her "regarding the plans after". Mr EC messaged C stating he "would like to have a quick chat with (C) in the next couple of days". C responded, "What is it regarding? As I would like to focus on my pregnancy and not think about work as much as possible". Mr EC replied, "regarding the plans after".
03/10/2023	Mr EC sent C another WhatsApp message indicating that the "quick chat" would take no more than 10 minutes. C agreed and said she would be available to speak the following morning.

04/10/2023	C received a phone call from Mr EC. The call was recorded in its entirety by C's husband ("Mr EC's phone call of 4 Oct"), and its contents therefore speak for themselves.
05/10/2023	C was asked to attend R's office for a meeting. Mr TWN called C to request that she come in. C declined, stating that she wished to focus on her health and pregnancy. Following the call, C sent an email to Mr TWN stating that she was on hospitalization leave until she gave birth and she did not see any need to discuss the conversation she had had with Mr EC the previous day. She also stated that, "If (Mr EC) does choose to terminate (her) after (her) leave ends, then (she) would like it in black and white as (she) would like to start looking for a job as soon as (she is) able to." Mr TWN did not respond to C's email.
11/10/2023	C gave birth to her first-born. Her maternity leave commenced on this date and was scheduled to end on 25 January 2024.
12/10/2023	C re-submitted her maternity form with the date fields completed and informed R's HR by email that she would be commencing her maternity leave.
21/12/2023	C resigned with one-month's notice.

ECT's Findings

Circumstances leading to C's decision to resign

9 Under s 2 of the Employment Act 1968, a dismissal includes the resignation of an employee where the employee can show, on a balance of probabilities, that the resignation was not voluntarily but was compelled by the conduct, omission, or course of conduct or omissions on the part of the employer.

10 On the facts, the crucial piece of evidence bearing on whether C was forced to resign was Mr EC's phone call of 4 Oct.

11 The parties offered differing interpretations of that phone call.

12 According to C, she was essentially told that:

- (a) she did not fit into Mr EC's new vision for his team;
- (b) her employment would be terminated immediately after her maternity leave; and
- (c) if she wished to return to work at R after her maternity leave, she would have to undergo an interview and be re-assessed by Mr EC as to her suitability to rejoin the team.

13 In short, C's interpretation of the phone call was that she had been told she would not be returning to work after her maternity leave, and that if she still wished to do so, she would have to apply afresh and be re-assessed by Mr EC as to her suitability for employment with R.

14 R's interpretation of Mr EC's phone call of 4 Oct was that Mr EC was merely seeking to clarify C's plans after her maternity leave. R sought to justify

the call on the basis that C had earlier expressed interest in taking sabbatical leave of an unspecified duration, and that the call was made to obtain clarification on this. R therefore contended that the call was made in good faith to understand C's intentions, and that Mr EC had merely suggested that "it would be cleaner to terminate the employment after the maternity". In essence, R's position was that the call was reasonable considering C's earlier, open-ended enquiry about sabbatical leave.

15 On the facts, at the time of Mr EC's phone call of 4 Oct, C had not submitted any formal application for sabbatical or no-pay leave, nor had she given any formal indication of her intention to do so.

16 On that basis, I found that R had no reason to make that unsolicited phone call through Mr EC, as there was no pressing matter regarding C's "sabbatical leave" that required any decision on R's part. At that point, C had merely enquired about the possibility of sabbatical leave as part of her consideration of the options available to her whilst planning the care arrangements for her first-born. There was therefore nothing that warranted Mr EC following up with C prior to her delivery.

17 I therefore found that there was no basis for R's assumption that C would be taking sabbatical leave of an unspecified duration. Accordingly, I further found that Mr EC's phone call of 4 Oct was not made in good faith.

18 R did not call Mr EC as its witness for the ECT hearing before me. During the hearing on 13 June 2024, Ms JY testified that just before she sent C the heads-up message on 18 September 2023, Mr EC had asked her how C would react if he were to tell her that she did not fit into his vision for the team. When queried by the tribunal on the meaning of her message to C – "(Mr EC) isn't

keen on having u back just a headsup” (sic) – Ms JY replied that she had sent it because she had the impression from Mr EC that C “would be told to go” upon returning from maternity leave.

19 I was therefore satisfied that, on the facts, R (through Mr EC) had already formed the intention to terminate C’s employment immediately after her maternity leave when Mr EC spoke to Ms JY on 18 September 2023.

20 I further found that even if Mr EC had previously been under the mistaken impression that C intended to take an extended period of sabbatical leave, he had already become aware, before making the phone call on 4 October, that C intended to return to work immediately after her maternity leave. After a brief exchange of pleasantries in that phone call of 4 Oct, Mr EC said, “think I’ve heard from (Ms JY) that you’ve expressed that maybe a change of that you would be actually keen to come back to work right after your maternity?” (sic), to which C replied, “Yeah, so if all goes well and my child is healthy, I’ll be making arrangements with my family such that I can come back to the office.” This exchange took place before Mr EC raised the subject of terminating C’s employment immediately after her maternity leave.

21 This exchange revealed that Mr EC was aware that C had decided to return to work after her paid maternity leave unless otherwise warranted by her circumstances.

22 I therefore concluded that Mr EC had already learnt from Ms JY that C intended to return to work after her maternity leave and found that there was no basis for R to think that C would be taking an unspecified period of sabbatical leave after her paid maternity leave when Mr EC made the phone call to her on 4 October.

23 Accordingly, I further found that when Mr EC made that phone call on 4 October, R had intended to use it to inform C of her dismissal, with her dismissal to take effect immediately after her maternity leave.

24 Furthermore, from the following relevant extracts from the transcript of Mr EC's phone call of 4 Oct (reproduced in chronological order), I found it abundantly clear that C was essentially being told her employment would be terminated at the end of her maternity leave. The only concession was that R was allowing her to enjoy her paid maternity leave, which was her entitlement under her employment in any event.

- (a) “So I think the long story short is that *I have not had a chance to see during our time working together the value that you can bring to the new vision of the team* that I’m envisioning.” (sic)
- (b) “My preference which I would like to discuss with you, is that I feel *it would be cleaner to terminate after the maternity*, right, rather than leave things up in the air, and so that you can also be fully focused on your family time, like, you know, *not having to worry about that rearrangement at that point.*” (sic)
- (c) “*but if you do wish to come back at that time, I would say it would be based on new expectations that I would align with you on.* And of course, *the prerequisite that the team has the available spot and need at that time.* But basically, I would still put you, if you are really keen to do so, and like, for example, based on even your personal situation that you really need to help to get back to work, you know, in that case, I will take all these factors into consideration and also basically be objective in giving you a fair chance to come back. And even if not, you know, I would maybe

on a personal level try to see what I can do to help, you know, help you get more opportunities.” (sic)

- (d) “what I’m saying is that *it would be like a cut*, you know, I mean, *for sure we’re letting you do your maternity and that we will discuss I think at the end of the maternity how we handle the separation. It’s more like a heads up that that is what I would like to happen, ...*”

(emphasis mine)

25 Based on all of the above, I was satisfied that C had shown on a balance of probabilities that she did not resign voluntarily but was compelled to do so by R’s communication, through Mr EC, that R was going to terminate her employment immediately after her maternity leave.

Reasons for the intended dismissal

26 I turn now to assess R’s stated reasons for the intended dismissal.

27 C was told by Mr EC that she did not fit into his vision for the team.

28 I noted that R adduced no evidence to substantiate this reason for the intended dismissal.

29 The available evidence in fact demonstrated the contrary. Prior to C going on hospitalisation leave, her performance had been assessed as good, which stood in direct contrast to Mr EC’s assertion that she did not fit into his vision for the team.

30 Just two months before her hospitalization leave, C had received a good

performance grading under “general competencies”. During the hearing on 13 June 2024, Ms JY explained that there was no grading under “KPIs” for C because, prior to Mr EC taking over the business unit, the previous director had taken the view that the team’s work was not suited to numerical assessment, and accordingly, no KPIs had been set for any team member.

31 An examination of C’s appraisal form showed that Ms JY had in fact given C a higher rating than C had given herself, and that Mr EC himself had given her a rating close to those awarded by both C and Ms JY. As Ms JY explained during the hearing on 13 June 2024, the grading given to C reflected good performance.

32 On the facts, there was simply no evidence to substantiate or support Mr EC’s conclusion that C would not fit into his vision for the team.

33 I therefore found that R’s stated reason for its intended termination of C’s employment immediately after her maternity leave was entirely without basis.

34 A careful reading of the transcript of Mr EC’s phone call of 4 Oct made it clear that the real reason for the intended dismissal was C’s impending “hiatus” or absence from work due to a combination of her hospitalisation leave and her subsequent maternity leave.

35 As both the hospitalisation leave and the maternity leave were C’s employment rights and entitlements, dismissing her for exercising those rights constituted a dismissal on a wrongful ground. Such a reason also amounted to discrimination against C on account of her pregnancy and maternity leave.

36 Accordingly, I concluded that R had no legitimate basis for its intended

dismissal of C after her paid maternity leave and R's constructive dismissal of C was therefore wrongful.

Amount of compensation to be awarded to C

37 Paragraph 1 of the Second Schedule of the Employment Claims Regulations 2017 ("Second Schedule EC Reg") provides that in a claim for wrongful dismissal, the compensation to be awarded comprises two components: (i) compensation for loss of income, and (ii) compensation for harm caused to the claimant.

38 For loss of income, paragraph 2 of the Second Schedule EC Reg provides that the compensation shall not exceed three months of the employee's gross rate of pay at the time of the dismissal.

39 During the hearing on 13 June 2024, the tribunal learnt that C had been largely working from home during her pregnancy. According to Ms JY, her work performance remained good notwithstanding this arrangement. C informed the tribunal that since her forced resignation, she had been seeking employment that would offer her similar flexibility given her needs as a new mother but she had been unable to find such opportunities. The tribunal also understood from both R's representative and C that theirs was a small industry.

40 On the facts, I found no evidence whatsoever to suggest that R would or could have lawfully terminated C's employment after she returned to work. I was therefore satisfied that, had R not constructively dismissed C, she would have continued working for R under flexible arrangements that were suited to her needs as a new mother.

41 I therefore found that C had demonstrated that she had suffered loss of income exceeding three months of her gross rate of pay pegged at the time of the wrongful dismissal.

42 I further noted that, as C informed the tribunal during the hearing on 13 June 2024, she had not been given any salary increment when one fell due in July 2023, unlike other employees in R's employ, despite her good performance grading.

43 In the circumstances, I found it just to award C the maximum of three months of her gross rate of pay, amounting to \$9,900 (\$3,300 X 3) for loss of income.

44 For harm caused, paragraph 3 of the Second Schedule EC Reg provides that in determining the amount of compensation for harm caused to an employee, this tribunal may take into account any aggravating or mitigating factor it considers relevant to the wrongful dismissal. Paragraphs 5 and 6 of the Second Schedule EC Reg provide that the compensation for harm caused is to consist of a base amount not exceeding two months of the employee's gross rate of pay on the date of the wrongful dismissal, which may be further increased by up to 50% where there are more aggravating factors than mitigating factors.

45 On the facts, the evidence disclosed no mitigating factors at the time of the intended dismissal.

46 In determining the quantum for the base amount for harm caused to C, I took into account the fact that C was informed of R's intention to terminate her employment under the most aggravating of circumstances and at the most inopportune of times. She was on hospitalisation leave preparing for labour, and on

the threshold of an entirely new chapter of her life as a new mother. R chose to communicate a decision of such consequence at perhaps the most profound and yet vulnerable moment in a woman's life – a time when it would inevitably compound the stressors she was already bearing, and when she was in no position or state of mind to attend at R's office for a proper discussion or to pursue her legal rights and objections to the intended termination.

47 I was therefore satisfied that this case warranted the award of the maximum base amount of two months' gross pay for harm caused by the wrongful dismissal.

48 As regards the aggravating factors bearing on whether an uplift to the base amount was warranted, I considered that C had been informed of her impending termination in a manner that was both degrading and deeply insensitive. R's communication effectively conveyed to her that she was not worthy of continued employment simply because she was giving birth and going on maternity leave. This would have caused her tremendous anxiety about her financial situation and job security during an exceptionally vulnerable period in her life. Given the grievous circumstances in which the intended termination was communicated, I was of the view that this case warranted the maximum uplift of 50% to the base amount, equivalent to an additional month's gross pay, for harm caused.

49 I therefore awarded C the maximum of three months of her gross rate of pay for harm caused, amounting to \$9,900.

50 In total, I awarded C the sum of $\$9,900 + \$9,900 = \$19,800$ for the wrongful dismissal.

Decision

51 Accordingly, I ordered the respondent to pay to the claimant the sum of \$19,800 as compensation for the wrongful dismissal.



Lee Li Choon
Tribunal Magistrate



The claimant in person;
The respondent in person.
