

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGECT 15

Employment Claims Tribunals – Claim No 10920 of 2026

Between

JFR

... Claimant

And

JFT

... Respondent

JUDGMENT

[Employment Law – Dismissal without just cause or excuse – Forced resignation under s 2(1) of the Employment Act 1968]

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JFR

v

JFT

[2026] SGECT 15

Employment Claims Tribunals – Claim No 10920 of 2026
Tribunal Magistrate Kevin Ho Hin Tat
21, 29 September 2026

29 September 2026

Judgment reserved.

Tribunal Magistrate Kevin Ho Hin Tat:

1 Pursuant to a letter of appointment dated 10 November 2023 (“Employment Contract”), the claimant was employed by the respondent as a “Senior Social Media Executive” at a monthly salary of \$4,000. The Employment Contract provided for a two-month notice period for termination after the confirmation of the claimant’s employment.¹

2 The claimant’s employment commenced on 8 January 2024. She passed her probation.

3 Sometime from March 2024, the claimant’s role was expanded to include “creative” functions.² According to the respondent, this was part of a

¹ C02.

² C18 at [2].

company-wide “consolidation” process.³ It is undisputed that the claimant consented to this expansion of her role, although she says that she had agreed to it based on the respondent’s representation that she would receive adequate training and mentorship.⁴

4 On or about 19 November 2025, the claimant was placed on a Performance Improvement Plan (“PIP”) for a period of approximately 3 months, with a stipulated end date of 6 March 2026.⁵ The PIP document identified four areas of improvement, namely “Creative Ideation & Video Production”, “Production & Execution”, “Photography & Styling”, and “Content Planning”. The first three areas pertained to the claimant’s creative functions, while the last area, *ie* “Content Planning” related to a non-creative function.

5 After the PIP concluded in March 2026, it was assessed that the claimant did not pass the PIP. It is undisputed that the Respondent’s Head of Human Resources and representative for the trial, Ms X (“Ms X”) conveyed to the claimant the possibility of being considered for redeployment to other positions within the company. The claimant was also offered the option of resigning, if she did not wish to be considered for redeployment. It was understood that if she did not choose to resign or be considered for redeployment, the claimant’s employment would be terminated.

6 The claimant chose to resign, and tendered her resignation on 30 March 2026. Pursuant to her request, the respondent agreed to waive and shorten her notice period, bringing forward her last day of employment from 29 to 22 May

³ R06 at [3].

⁴ C18 at [3].

⁵ R06 at [6]; see also R09.

2026 in order for the claimant to commence her subsequent employment. The claimant commenced her employment with her next employer on 25 May 2026.

7 The claimant filed the present claim on 22 June 2026, alleging that she was wrongfully dismissed. The claimant argues that she was dismissed due to her alleged performance issues regarding her creative functions which she had “never been contractually appointed to”, and she was not provided the “promised support”.⁶

8 In the claim form, the claim amount stipulated was \$20,000. At the hearing, the claimant was asked to provide a breakdown, and I explained to the claimant that compensation for a wrongful dismissal claim is to be calculated in accordance with the Second Schedule of the Employment Claims Regulations 2017. The claimant initially stated that the claim amount was derived on the basis that she had performed additional creative responsibilities, and she should be paid for half of an entire year’s worth of salary, *ie* \$4,000 multiplied by 12 divided by 2. Subsequently, the claimant reviewed her position and amended her claim to \$4,000 for one month’s worth of salary.

Issues

9 The key issues I have to decide are as follows:

- (a) whether the claimant was dismissed by the respondent;
- (b) if the claimant was dismissed by the respondent, whether the dismissal was wrongful; and

⁶ C18 at [10].

- (c) if the claimant was wrongfully dismissed by the respondent, what compensation is the claimant entitled to.

Findings

The claimant did not resign voluntarily

10 The definition of “dismissal” under s 2(1) of the Employment Act 1968 (“Employment Act”) includes the “resignation of an employee if the employee can show, on a balance of probabilities, that the employee did not resign voluntarily but was forced to do so because of any conduct or omission, or course of conduct or omission, engaged in by the employer”.

11 As can be seen, the statutory definition of dismissal encompasses a situation where the employee does not resign voluntarily but was forced to do so by the employer. Under common law, the concept of constructive dismissal refers to a situation where the employer’s repudiatory breach entitles the employee to treat himself as discharged from an employment contract: *Wee Kim San Lawrence Bernard v Robinson & Co (Singapore) Pte Ltd* [2014] 4 SLR 357 at [23]. As pointed out in *JJH v JJI* [2026] SGECT 10 (“*JJH*”), the statutory definition does not use the language of repudiatory breach and the employee’s entitlement to treat the contract as discharged (at [112]). Indeed, in *Prashant Mudgal v SAP Asia Pte Ltd* [2026] 3 SLR 914, Dedar Singh Gill J remarked that the concept of constructive dismissal “appears to be more specifically defined” in the Employment Act (at [147]). This divergence might well be on account of the legislative regime under the Employment Act, as finding that an employee is dismissed is only the first step of the analysis under s 14(2) of the Employment Act. There is a further step to the analysis – whether the employer had just cause or excuse to dismiss the employee at the material time.

12 In determining whether the employee was “forced” to resign, an objective fact-centric exercise should be conducted, having regard to the circumstances surrounding the resignation. It has been suggested that “forced” does not require that the employee have no other conceivable course of action other than to resign, as a statutory test that demands that all such alternatives be foreclosed before it is met would render the statutory regime “largely ineffective” (*JJH* at [115]).

13 On the present facts, it is undisputed that the respondent had essentially provided the claimant with the following three options after she failed to pass the PIP: to consider possible redeployment opportunities, resign, or be terminated by the respondent (see [5] above). The redeployment opportunities consisted of two positions – an Account Executive, or a Business Development Executive, both of which were described by Ms X as “client-facing roles”. It was also made clear to the claimant that the redeployment was not guaranteed, and subject to the decision of the respective hiring manager.

14 The analysis turns largely on whether the possible redeployment opportunities were sufficient to render the claimant’s resignation voluntary. I find the claimant’s arguments at the trial persuasive, in that she was forced to resign as the possible redeployment opportunities, being client-facing roles, were not within her original scope of duties and responsibilities that she was performing as a Senior Social Media Executive (even with the added creative functions). In fact, they appear to be materially different positions involving distinct areas of expertise. The difficulty is amplified because of the circumstances that led to the conundrum that the claimant faced – she had agreed to take on additional creative functions outside her original job scope as a Senior Social Media Executive, which largely contributed to her failing the PIP. Put simply, these very circumstances were precipitated by the respondent’s

conduct in expanding the claimant's job scope (even if it was with the claimant's consent). There was therefore a reasonable basis for the claimant to have perceived that the possible redeployment opportunities – which were materially different from her original job scope – were not a practical or viable option for her, especially since she had failed the PIP. There is also no indication that the respondent had given the claimant any concrete assurance, for instance, that sufficient training and support would be provided to assist her with the transition process.

15 As such, the claimant was effectively only left with two remaining options – to resign or be terminated. To be sure, I am not suggesting that every case where an employee is presented only with two of such options and resigns, does so involuntarily. The analysis will necessarily have to be sensitive to the facts, including the precise circumstances leading up to the options being presented. For instance, it is more difficult to say that an employee who resigns (instead of being terminated) after entering into a well-negotiated separation agreement was forced to do so. It was suggested by the UK's Employment Appeal Tribunal in *Sheffield v Oxford Controls Co Ltd* [1979] IRLR 133 that the operative principle is that of causation – where the willingness to resign is brought about by other considerations and the actual causation of the resignation is no longer the threat of termination (at [20]). Similarly, it has been observed by the English Court of Appeal in *Sandhu v Jan De Rijk Transport Ltd* [2007] 1RLR 519 (at [37]) that resignation “implies some form of negotiation and discussion; it predicates a result which is a genuine choice on the part of the employee”. These principles have to be ultimately reconciled with the statutory language under s 2 of the Employment Act, although that is not the issue squarely before me.

16 In the present case, the respondent's main reliance was on the possible

redeployment opportunities, which I have rejected earlier. There is nothing before me to suggest that there were other relevant considerations that would affect the analysis. Faced with the prospect of termination, I find that the claimant did not resign voluntarily but was forced to do so by the respondent's course of conduct. She was therefore dismissed within the meaning of the Employment Act.

17 For completeness, I note that the claimant has also alleged that she was informed by Ms X that the likelihood of the redeployment was very low, and this rendered the option "effectively unavailable".⁷ However, this was not supported by any objective evidence and denied by Ms X. I therefore did not take it into account in assessing whether the claimant was forced to resign.

The claimant was not dismissed without just cause or excuse

18 While I have found that the claimant was dismissed within the meaning of the Employment Act, I am unable to find that the claimant was dismissed without just cause or excuse. I explain.

19 The claimant makes two main arguments to challenge her dismissal:

(a) First, she had failed her PIP largely on account of her shortcomings in her creative functions, and she had never been "contractually appointed" to those functions.

(b) Second, she was not provided the "promised support" when she agreed to take on the creative functions which led or contributed to her failing the PIP.

⁷

C18 at [9].

20 The first argument is a non-starter. It is true that there was absence of a revised employment contract that had been entered into between the parties to reflect the additional creative functions beyond the claimant's original job scope. However, the fundamental point is that the claimant does not dispute that she had agreed to those functions,⁸ and had been performing those functions for a substantial period of time since March 2024. In fact, in the claimant's performance review for June 2024, it was expressly documented that the claimant was doing something "beyond what she was hired for, which is creative work",⁹ and this appraisal was made available to the claimant then. The lack of a formalised revised employment agreement that reflected the claimant's additional creative functions does not undermine the existence of the claimant's consent or agreement.

21 The second argument is not sufficiently particularised, or supported by any objective evidence. While the claimant is self-represented, and the tribunal does not expect the claimant to be able to formulate her case with the degree of precision and accuracy that is typically expected of legal pleadings drafted by lawyers, it does not relieve the claimant of her duty to particularise her case with sufficient detail, in order to put her case properly and enable the respondent to know its case to meet. These gaps in the claimant's case cannot be supplemented by the tribunal, even though the Employment Claims Act 2016 ("ECA") empowers this tribunal with some latitude to conduct the proceedings in order to arrive at a fair and just outcome, including that the tribunal may inform itself on any matter in any manner that the tribunal thinks fit (see s 21(1)(b) of the ECA).

⁸ C18 at [3].

⁹ R08.

22 It is not clear if the claimant is arguing that she was not provided the “promised support” since March 2024 when she agreed to take on the creative functions, or since the start of the PIP in November 2025. In any case, the respondent’s appraisal reports that were before me did not reflect any serious complaint from the claimant in this regard. The appraisal report in December 2025 simply alludes to the claimant requesting for “samples/proper guidance from a supervisor for stuff like moodboards” (on the area of “Creative ideation & Video Production”), and for “[p]roper feedback from supervisor on what I can improve on especially since I do not come from a graphic design background” (on the area of “Photograph and Styling”). These are plainly insufficient to suggest that the respondent had failed to provide adequate support to the claimant. The PIP document sets out in detail, for each area of improvement, the resources / support that would be provided to the claimant. Apart from making a blanket assertion that she was not provided the “promised support”, the claimant did *not* particularise further as to whether and how the resources or support were not provided in relation to any specific area of improvement. It is also undisputed that, throughout the duration of the PIP, the claimant did *not* reach out to Ms Y, the HR officer who had handled her PIP, for any support or raise any challenge regarding her PIP.¹⁰

23 The fact remains that the claimant had agreed to the revision in her job scope to take on the creative functions. She had been performing those creative functions for more than one-and-a-half years since March 2024 before she was placed on the PIP in November 2025. There is nothing to suggest that the PIP was not legitimate or conducted in good faith, and the claimant has not argued so. Based on the evidence, the PIP was a structured and documented process, and the claimant was given a fixed period to meet the clearly defined

¹⁰ R06 at [6].

performance targets. That the claimant ultimately did not pass the PIP does not, without more, give rise to any inference of bad faith on the respondent's part. The respondent was entitled to hold the claimant to the performance standards expected of the creative functions she had agreed to perform. Pertinently, I am satisfied that the respondent has produced sufficient contemporaneous and objective evidence to show that it had genuine concerns about the claimant's work performance, which led to the PIP and its eventual decision to offer the claimant the three options leading to her dismissal. Apart from the PIP document, the appraisal report in December 2025¹¹ records the assessment that the claimant's overall rating was "Partially meeting expectations" – this was the second lowest category out of five categories, and she was given a numerical rating of 2.7 out of 5. While the remarks were that the claimant had "overall been dependable and delivered results", it was flagged that there were "some recurring quality issues" and the claimant had "key areas to develop including taking full ownership of her work, improving attention to detail, and strengthening her professional knowledge and *creative thinking* that are essential to her role..." [emphasis added]. This is broadly consistent with the issues highlighted later in the PIP document, which eventually led to the claimant's dismissal.

24 For these reasons, I do not find that the claimant was dismissed without just cause or excuse.

25 For completeness, I would add that the claimant would have considerable difficulty in any event in proving her entitlement to any compensation even if she could prove that she was wrongfully dismissed. The claimant was duly paid for the notice period, and there was effectively no break

¹¹ R09 at 5.

in her employment after she left the respondent. When this was pointed out to the claimant at the trial, the claimant was unable to provide any response. There is also no objective evidence of any harm that the claimant suffered on account of her dismissal.

Conclusion

26 For the reasons above, I do not find that the claimant was dismissed without just cause or excuse. The claim is dismissed. Each party is to bear its own costs and disbursements.



Kevin Ho Hin Tat
Tribunal Magistrate



The claimant in person;
The respondent in person.
