

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2026] SGECT 17**

Employment Claims Tribunals — Claim Nos 10864 and 10865 of 2026

Between

JJA

*... Claimant*

And

JJJ

*... Respondent*

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**JUDGMENT**

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[Employment Law — Particular employments regulated]  
[Employment Law — Pay]

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**JJA**

**v**

**JJJ**

**[2026] SGECT 17**

Employment Claims Tribunals — Claim Nos 10864 and 10865 of 2026  
Tribunal Magistrate Jared Kang Chern Wey  
2, 9 October 2026

9 October 2026

Judgment reserved.

**Tribunal Magistrate Jared Kang Chern Wey:**

1 The claimant (“Mr C”) was employed by the respondent (“RPL”), which operates minimarts in Singapore, from 3 January 2025 to 21 May 2026. Mr C is an Indian national who held an Employment Pass for his employment with RPL. For the period with which these claims are concerned—December 2025 to 22 April 2026—the parties agree that his monthly salary was \$9,000, comprising basic salary of \$8,100 and an allowance of \$900. There is also no dispute that, during that period, Mr C essentially worked as a shop assistant: doing work as a cashier, cutting meat and fish, and arranging stock.

2 In ECT/10864/2026 (“Claim 864”), Mr C claims that he received none of the salary due for December 2025 to March 2026. The four months amount to \$36,000, but he caps his claim at \$20,000, that being the jurisdictional limit of the Employment Claims Tribunals (“ECT”). RPL says that it paid him \$9,000

in cash for each month. In this connection, it relies on four payslips bearing his signatures and thumbprints. Mr C accepts that those marks are his, but says that the payslips were uncompleted when he signed and thumbprinted them. Next, in ECT/10865/2026 (“Claim 865”), Mr C seeks \$6,562.50 for work performed from 1 to 22 April 2026. RPL accepts that he earned that sum and that it remains unpaid. However, it seeks to deduct \$2,062.50 as salary in lieu of notice and \$1,390 for engaging replacement workers, alleging that Mr C left suddenly on 23 April without giving any notice of his intention to resign. I heard both claims together on 2 October 2026.

3 Mr C’s account begins with an employment agent in India. According to him, the agent explained that he would do everything in the shop “from A to Z”, and Mr C sent a video demonstrating his ability to undertake that work. He was told that his salary would be \$9,000, though he was also told that he would initially receive less, that his pay would increase with time, and that food and accommodation expenses would be deducted from his salary. Mr C further says that he did not know of the division between basic salary and allowance, and that he only found out when he examined the In-Principle Approval (“IPA”) given for his Employment Pass application, apparently only after arriving in Singapore. However, neither party produced the IPA or even an employment contract, and Mr C also did not adduce any objective evidence of what his agent allegedly informed him.

4 As to what Mr C received during his employment, however, he says that from January to November 2025, he only received \$1,400 each month and, even then, those payments were not made regularly. From December onwards, he says, he received nothing at all. He had asked both the agent and the person whom he identified as RPL’s owner (“Ms R”) for the balance, but was told that

it would be paid later or “bit by bit”. He therefore continued working because he expected that payment would eventually follow. In support of his account, Mr C produced a WhatsApp message dated 13 October 2025 in which he asked Ms R for his “balance salary” because Deepavali was approaching. He says that he subsequently made his requests orally because he was told to stop asking by text message.

5 That expectation of payment also forms part of Mr C’s explanation for the payslips. According to him, employees were required to sign and thumbprint 12 uncompleted forms at the beginning of each year. He says that the four payslips relied upon by RPL were signed and thumbprinted in that manner, before the salary particulars were inserted. When he questioned the practice, he was told that signing was a formality and that his salary would be paid properly. He also feared that, if he refused, he would be scolded and might lose even the \$1,400 which he was receiving. Thus, his case is that he complied with the instruction to sign and thumbprint the forms without receiving the payments which they now record.

6 RPL’s account begins from a *completely* different understanding of the employment relationship. Its representative and only witness (“Mr RR”) says that Mr C was recruited as an “International Marketing Director”, which is also the designation appearing on the acknowledged payslips. Mr C had allegedly promised to “develop” RPL’s “overseas market” through online marketing, but proved unable to do so. RPL therefore wanted to terminate his employment. However, Mr C asked to remain because he had a family to support and RPL, being short of manpower, allowed him to stay and perform store work at the same salary. Mr RR also explained that cutting meat and fish was specialised work which others were reluctant to undertake. When asked why RPL continued

paying \$9,000, he said: “Because if we reduced it, we would change the pass, and we did not have the quota for that work permit.”

7 As to payments, RPL says that Ms R paid the salary in cash. According to Mr RR, this was because Mr C did not provide a bank account number and had asked to receive cash, apparently to avoid tax. Mr C denied that explanation. He says that he opened a bank account about six months before the hearing and arranged GIRO payments after learning that he had to pay tax; though, Mr C did not furnish an explanation as to why he did not open a bank account earlier. Further, and in any event, Mr C also questioned why RPL would have provided and paid for his accommodation and transport if, as it claims, it was already paying him \$9,000 each month.

8 The parties’ disagreement extends to the circumstances in which Mr C stopped working. His last day of work was 22 April 2026. Mr RR says that, when Mr C did not attend the next day, RPL regarded him as having left without notice. RPL further alleges that he arranged to leave together with another worker. Mr C, however, says that he was told to leave when he asked for his salary, and that his accommodation was withdrawn after he complained. He maintains that he intended to continue working and, indeed, still regarded himself as an employee when he first filed a mediation request with the Tripartite Alliance for Dispute Management (“TADM”) on 27 April in respect of his salary for December to March. According to him, his Employment Pass was thereafter cancelled on 21 May.

9 That brings me to the manner in which the *two* claims came to be pursued, which must be considered before I turn to their merits. As I just said, Mr C requested mediation in respect of his salary for December to March on 27 April. On 2 June, he then filed a further mediation request in respect of his salary

for 1 to 22 April. Both claim referral certificates were then issued on 12 June, and both claims were lodged that day. Therefore, all the work for which he seeks payment had been performed *before* his first mediation request was filed with the TADM, yet he pursued two proceedings in which the combined amount claimed (\$26,562.50) exceeds the ECT's monetary jurisdiction. Section 14 of the Employment Claims Act 2016 (the "ECA") prohibits dividing a claim into separate proceedings "if the only reason for doing so" is to bring the amount claimed in each proceeding within the tribunal's jurisdiction. The question is therefore why Mr C proceeded separately.

10 Mr C explained that, when he made the first mediation request, he expected to continue working and to receive April's salary the following month. He was therefore *only* seeking payment for the four earlier months. He pursued April's salary separately when he understood that RPL would no longer employ him. I accept that explanation. It accounts for why he sought mediation twice, and the fact that he eventually lodged both claims on the same day does not, in my view, undermine it. I am therefore satisfied that he did not divide his claims *solely* to bring them within the ECT's monetary jurisdiction. Accordingly, s 14 does not prevent the two claims from proceeding.

11 Claim 864 nevertheless remains subject to the applicable \$20,000 limit (see s 12(7)(a) of the ECA, read with reg 17(1)(a) of the Employment Claims Regulations 2017). On this issue, Mr C expressly abandoned the \$16,000 excess and confirmed that he understood \$20,000 to be the most that could be awarded on that claim even if he succeeded. He may therefore proceed within the limit, and he also cannot subsequently recover the abandoned excess in this tribunal or another court (see ss 15(1), 15(2)(c) and 15(3) of the ECA).

12 With the preliminary jurisdictional issues dealt with, I turn to Claim 864. RPL accepts that the salary was due and says that it paid. In my view, it therefore bears the burden of proving such payment on a balance of probabilities (see *SCT Technologies Pte Ltd v Western Copper Co Ltd* [2016] 1 SLR 1471 at [23]–[25] and [31]). Before examining that proof, however—seeing as how RPL claims Mr C was paid in cash—I should address the relevant provisions which govern how Employment Pass holders are to be paid.

13 Section 25(1) of the Employment Act 1968 (the “EA”) regulates the time and place at which salary must be paid. Section 25(2) provides that those requirements do not apply where salary is paid into the employee’s sole or joint account with a bank in Singapore. Thus, the provision accommodates payment through a bank without generally requiring it. Simply put, it is permissible for employees to be paid in cash. The Employment Pass conditions also do not impose such a requirement. Regulation 6(3)(a) of the Employment of Foreign Manpower (Work Passes) Regulations 2012 (the “WP Regulations”) applies Parts I and II of the Sixth Schedule. Paragraph 2 of Part I requires the employer to “pay not less than the fixed monthly salary due”, within seven days after the end of a salary period which must not exceed one month. It prescribes the amount and timing of payment, but says nothing about payment having to be made through a bank.

14 Interestingly, the S Pass conditions are more specific. Regulation 5(3)(a) of the WP Regulations applies Parts I and II of the Fifth Schedule, and para 5 of Part II requires that S Pass holders be paid “through General Interbank Recurring Order (GIRO)” or any other means approved by the Controller in writing. There is no corresponding provision in the general Employment Pass conditions. That difference is curious, given that the minimum qualifying salary

for an Employment Pass is substantially higher than that for an S Pass. In any case, whatever one makes of the fact that the WP Regulations do not require Employment Pass holders to be paid by GIRO, the point is that the regulations do not impose such a requirement and, therefore, there was no obligation here for RPL to have paid Mr C in that way.

15      Nevertheless, even if it was not *legally* obliged to pay Mr C by GIRO, the arrangement which RPL describes is curious. Paying \$9,000 in cash each month would have required it to obtain or set aside that amount, whether from its business takings, withdrawals or some other source, and then keep and hand over the cash. A bank transfer would have avoided the inconvenience and risks of handling that sum, while also providing a record of payment. Granted, RPL operates minimarts and might have had sufficient cash from its takings. Even so, Mr C's failure to provide an account number only explains why a transfer could not then be made. It does rather less to explain why RPL continued with this arrangement instead of simply asking him to open an account.

16      Mr C's account leaves a similar question. Accepting, for the moment, what he says to be the truth, he came to Singapore expecting to receive \$9,000 each month and continued working because he expected the unpaid balance eventually to be paid. Yet, he apparently saw no need to open a bank account until about six months before the hearing, and gave no explanation for that delay. His case is, of course, that he actually received much less than \$9,000. That may explain why he initially considered an account unnecessary. However, his continued lack of one, in my view, sits somewhat awkwardly with his professed expectation of receiving the substantial sums which, on his account, were accumulating. Had the agreed salary been paid through a bank, the records

would have conclusively answered the present dispute. Instead, both parties' explanations leave many questions.

17 It is against that rather unusual backdrop that the four payslips must be considered. Each identifies the relevant salary month, records basic salary of \$8,100 and an allowance of \$900, shows no deduction, and states net pay of \$9,000. The payment dates are 5 January, 5 February, 5 March and 5 April 2026, respectively. Each also bears Mr C's signature and thumbprint in the spaces provided for the employee. Taken together, those features support an inference that he acknowledged the payments recorded. However, the payslips contain no express declaration of receipt. Further, his admission that the signatures and thumbprints are his also leaves open his explanation that the particulars were inserted afterwards. The weight of the documents therefore depends in part on how that explanation withstands examination.

18 Mr C says that he signed the uncompleted forms after being assured that his salary would be paid properly. The difficulty with that case lies in the history against which he says he continued to accept those assurances. By his account, he had worked from January to November 2025 while receiving only \$1,400 each month, and even those payments were not made regularly. From December onwards, he says, he received *nothing*, not even \$1,400. Despite that, he signed another set of uncompleted forms in 2026 and continued working until April because he expected payment eventually to follow. However, the assurances on which he claims to have relied had already remained substantially unfulfilled over *many months*. As such, his continued confidence in them requires rather more explanation than he provided.

19 His employment agent's alleged explanation of an initially lower salary does not satisfactorily account for that history. Mr C identified no definite initial

rate, schedule of increases or quantified expenses which would explain the difference between \$9,000 and \$1,400. Further, the explanation becomes more difficult to believe when even the smaller payments are said to have stopped. Granted, I recognise the force of his point that he feared being scolded and losing what little he received. An employee who depends on his employer for work and accommodation may comply with an instruction despite doubting the assurance accompanying it. That possibility deserves weight. It may explain why signing an uncompleted form might not necessarily be as extraordinary as it might otherwise seem, although the question remains whether that was what occurred here.

20 The October message provides some support for Mr C. It shows that he asked Ms R for his “balance salary” while he continued working, and I therefore do not proceed on the basis that he silently accepted the alleged underpayment. However, the message identifies neither the amount outstanding nor the period concerned. It consequently does little to establish either the alleged monthly payments of \$1,400 or non-payment for December to March. His explanation that subsequent requests were made orally also leaves those requests incapable of objective verification. As for accommodation and transport, I accept that it would be odd for RPL to supply such benefits if it was indeed paying \$9,000 to Mr C monthly despite his alleged inability to fulfil his “International Marketing Director” role. However, Mr C did not actually adduce proof of those benefits and, in any case, even if RPL had provided such benefits, that alone would not, in my view, be enough—especially when viewed against the backdrop of all the other oddities in this case—to support the finding RPL had not paid the salary recorded in the payslips.

21 That said, I should be clear that RPL’s account presents difficulties of its own. It says that Mr C’s inability to perform the work of an “International Marketing Director” was sufficiently serious for it to contemplate terminating his employment. Nevertheless, it retained him to perform store work at precisely the same salary. A shortage of staff, the need for someone to cut meat and fish, and concern for his family might explain why RPL allowed him to remain. They much less readily explain why RPL would continue paying \$9,000 less. That is particularly so given that, in the WhatsApp chat logs adduced by Mr C, there are messages from Ms R discussing declining business, the closure of one branch and the possible closure of another. Against all that, RPL’s explanation is essentially asking me to accept a degree of generosity which sits uneasily with the commercial circumstances described in those messages.

22 As stated at [6] above, Mr RR sought to explain the unchanged salary by referring to RPL’s lack of Work Permit quota. That answer, however, raises even more questions. Mr C says that store work was contemplated from the outset, whereas RPL says that he came to perform it only after failing in the marketing role for which he had been recruited. RPL’s reliance on the absence of quota gives me pause and reason to question whether the designation used for the Employment Pass reflected the work actually intended. However, Mr RR obtained his understanding of Mr C’s recruitment from RPL’s management. No witness with first-hand knowledge of that decision gave evidence, and—as mentioned—the employment contract, IPA, and application materials were not produced. The evidence before me therefore does not permit a finding that a false declaration was made.

23 Apart from the issues with RPL’s broader account of the employment, I should note that there are also weaknesses in the evidence on which it relies to

*directly* answer Mr C's claim. During the hearing, Mr RR initially agreed that RPL's case was that \$9,000 was withdrawn in cash and paid on the fifth of each month forming the subject of Claim 864. However, he subsequently stated that he neither made nor witnessed the payments, knew nothing of where Ms R obtained the cash, and took no part in preparing the payslips. Ms R did not give evidence, and RPL also produced no cash ledger or withdrawal records. Further, Mr RR could not explain how the cash arrangement produced the supposed tax advantage which he attributed to Mr C.

24 Both parties' accounts are thus, in my judgment, highly improbable in many material respects and I doubt that either party has presented me with an account of what they can, in all sincerity, say to be the truth. Nevertheless, the factual dispute between them must still be resolved. And, to do that, I must determine whether RPL has proved payment on the evidence as a whole. Its strongest evidence is the four payslips, which record the agreed amounts and bear Mr C's admitted signatures and thumbprints. Those features support the inference that he received and acknowledged the payments. That inference must nonetheless withstand his explanation that the payslips were uncompleted when he signed them, as well as the weaknesses in RPL's own evidence.

25 Having considered the evidence in that way, I find that the balance falls, albeit narrowly, in RPL's favour. The particulars recorded in the payslips, read together with Mr C's signatures and thumbprints, persuade me that the payslips were used to acknowledge the payments which they record. I have considered his explanation that he signed them while they were uncompleted, including his fear of losing his income. However, when that explanation is assessed alongside his account of the prolonged underpayment, the assurances on which he says he continued to rely, and the limited support supplied by the October message, I

find it more probable that he received the four payments. RPL has thus proved payment on a balance of probabilities, and I dismiss Claim 864.

26 I turn then to Claim 865 which, unlike Claim 864, does not suffer from a severe deficiency of coherent evidence because it concerns an admitted debt. RPL accepts both the calculation of April's salary and the fact that \$6,562.50 remains unpaid. Its allegation that Mr C left without notice does not itself remove his entitlement to salary already earned (see *Schonk Antonius Martinus Mattheus and another v Enholco Pte Ltd and another appeal* [2016] 2 SLR 881 at [12]–[15]). The deductions proposed by RPL must therefore be examined separately. Section 26(1) of the EA prohibits deductions unless authorised by or under the EA or otherwise required to be made. RPL must accordingly establish a lawful basis for retaining each of the two amounts.

27 For the proposed deduction of \$2,062.50 as salary in lieu of notice, the relevant provision is s 23(3) of the EA. Subject to any contrary order of a court or the Commissioner, that provision permits deduction of a sum which the employee “is liable to pay in lieu of prior notice under section 11(1)”. Therefore, where the employer establishes the liability specified, it has statutory authority to make the deduction. A counterclaim is not invariably required. However, describing an amount as salary in lieu of notice does not automatically establish that the employee owes it *specifically* under s 11(1). The circumstances giving rise to the liability still have to be proved.

28 RPL's allegation that Mr C abandoned his work suddenly without notice on 23 April also requires consideration of ss 13(2) and 16 of the EA. The former deems an employee to have “broken” his contract where he is continuously absent for more than two days without prior leave and either has no reasonable excuse or neither informs nor attempts to inform his employer of the excuse.

Subject to anything in the contract to the contrary, the latter provides for liability where a party to a contract of service “breaks” said contract, and the amount payable for the breaking of such contract is to be determined by reference to s 11. The question is therefore whether liability under s 16, if established, would itself authorise a deduction under s 23(3).

29 The treatment of the two liabilities in the very recent decision of *Poten & Partners Pte Ltd v Lee Won Sang* [2026] SGHC 208 (“*Poten*”) provides a helpful starting point. There, the employee resigned but neither served notice nor paid in its place. The High Court held him liable under s 11(1) of the EA and awarded \$32,384.62, representing four weeks’ notice pay (see [34]–[38] and [55]–[60]). The court then *separately* found that the employee’s continued absence amounted to him having “broken” his contract under s 13(2). And, although the employer failed to prove the common law losses it suffered as a result, the court held that s 16 provided for a “statutorily-prescribed quantum of damages” without requiring proof of loss. On that footing, the court awarded a *further* \$32,384.62 under that provision (see [88]–[90], [107]–[113] and [135]). In essence, *Poten* recognised that the same conduct may give rise to distinct liabilities, arising separately from s 11 and s 16.

30 That brings me back to the instant question of whether liability arising from s 16 permits a deduction under s 23(3). In my view, the answer begins with how s 16 creates the obligation to pay. Subject to any contrary contractual provision, it makes the party who “breaks” the contract liable to the other party. It then fixes the sum payable by asking what the party in breach would have owed under s 11 had that party terminated the contract without notice or with insufficient notice. The sequence is such that the breaking of the contract *first* establishes the obligation to pay, and the hypothetical termination *then* supplies

the basis for calculating the payment. The words “would have been liable” and “had” thus allow the *method of calculating liability* in s 11 to be applied even where the party in breach did not actually terminate the contract.

31 Suppose, for example, that an employee takes three consecutive working days off after his request for leave has been refused, while telling his employer that he intends to return afterwards. If he has no reasonable excuse for that absence, s 13(2)(a) deems him to have broken the contract, even though he has informed his employer of his intentions. As the High Court explained in *Arokiasamy Joseph Clement Louis v Singapore Airlines Ltd* [2004] 2 SLR(R) 233 at [27]–[30], the provision deems a repudiation upon which the employer may elect to act. The employer may therefore establish the breach relevant to s 16 without establishing that the employee himself brought the employment to an end under s 11(1). Therefore, the two liabilities depend on different matters being proved, even though, as *Poten* illustrates, the circumstances may establish both.

32 Accordingly, an employer seeking to rely on s 23(3) must still establish that the employee is liable *specifically* under s 11(1). Further, the fact that s 16 itself creates an obligation under the EA does not resolve the question, because s 26(1) requires authority for the *deduction*. Thus, even where the employer establishes that the employee owes it money under the EA, it must also establish that the EA specifically permits that money to be taken from salary. Section 23(3) *only* gives that permission for liability founded on s 11(1) and makes no mention of s 16. To extend the permission to liability under s 16 simply because the amount is calculated by reference to s 11 would deprive the express reference to s 11(1) of its limiting effect. I therefore find that liability under s 16 does not, by itself, permit a deduction under s 23(3).

33 That leaves the question whether RPL has established liability under s 11(1) on the facts. Certainly, an employee may bring his employment to an end through his conduct, and an express resignation is therefore unnecessary. However, RPL's account is essentially that Mr C did not attend work on 23 April and that it consequently regarded him as having left without notice. That inference has to be considered alongside Mr C's evidence that he was told to leave and that his accommodation was withdrawn. Mr RR's account does little to explain the communications surrounding Mr C's departure, and I am not satisfied, on the limited other evidence before me, that Mr C himself brought the employment to an end in circumstances attracting liability under s 11(1). RPL has therefore not established the liability which s 23(3) permits it to make a deduction.

34 As for the proposed deduction of \$1,390 for replacement workers, the relevant provisions provide even less support for RPL's position. Sections 27(1)(a) and 28 of the EA permit deductions for absence from work. However, RPL accepts that Mr C earned the whole \$6,562.50 for work performed from 1 to 22 April, and his alleged absence thereafter does not justify reducing that admitted amount under those provisions. Further, ss 27(1)(b) and 29 concern damage to or loss of entrusted goods, or loss of money for which the employee must account. The expense of engaging replacement workers does not fall within those categories. Nor has RPL established any written consent to the deduction under s 27(1)(i). Consequently, even if Mr C's departure caused RPL to incur that expense, the expense could not on that basis alone be deducted from his salary.

35 To be clear, those conclusions only concern RPL's authority to make the proposed *deductions*. However, its position may also be understood as asking

that its demands be set off against Mr C's salary claim, and that—granted—is a possibility which requires separate consideration. I recognise that a set-off may operate as a defence without an independent counterclaim (see, *eg*, *CKG v CKH* [2021] 5 SLR 84 at [31] and [38]). Nevertheless, I agree with the reasoning in *JKD v JKE* [2026] SGECT 12 at [24]–[25] that equitable set-off cannot be used to withhold earned salary in a manner which avoids the EA's restrictions on deductions. Even if an employer's demand is sufficiently connected with the employee's salary claim, that connection cannot itself confer permission to retain salary which the EA requires to be paid. Otherwise, the statutory conditions governing deductions could readily be avoided by describing the same withholding as a set-off.

36 There remains the possibility of legal set-off, which takes effect through a judgment determining the opposing liabilities. In this connection, the adjudicator must have jurisdiction to determine both claims before giving effect to the set-off (see *Re Ocean Tankers (Pte) Ltd (in liquidation)* [2023] SGHC 330 at [86] and [89]–[90], reversed on other grounds in *DGJ v Ocean Tankers (Pte) Ltd (in liquidation) and another appeal* [2024] 2 SLR 790). Indeed, r 11(7) of the Employment Claims Rules 2017 expressly permits the ECT to set off an amount under a counterclaim relied upon as a response against the amount claimed. Thus, the statutory protection of salary does not prevent the tribunal from determining an employer's claim properly brought before it and bringing the resulting award into account. The question is therefore whether RPL's demands are before me in a manner which permits that to be done.

37 For the demand arising from Mr C's alleged departure without notice, the ECA permits an employer to bring specified claims for contractual notice pay and statutory liability under ss 11(1) and 16 of the EA (see s 12(2)(c)(i) of

the ECA, read with item 17 of the First Schedule and items 14 and 16 of the Second Schedule). However, s 12(5) requires every specified employment dispute to which a claim relates to be covered by a claim referral certificate, and “claim” includes a counterclaim under s 2(1). Here, however, RPL brought no independent claim arising from the alleged breach, and RPL also brought no counterclaim. Consequently, the statutory conditions for determining a claim under s 16 have not been satisfied. The fact that RPL seeks only to reduce the award sought by Mr C—as opposed to obtaining an award for itself—does not dispense with those conditions.

38 I also do not consider that I may supply such a counterclaim for RPL of my own motion. Sections 20(2) and 20(5) of the ECA permit the tribunal to identify the relevant issues and inquire into matters which the parties have not raised. However, those powers concern the determination of the claims properly before the tribunal. They do not authorise the ECT to commence an independent claim for a party or dispense with the statutory conditions governing that claim. Thus, though I must consider whether s 23(3) permits the deduction which RPL asserts in answer to Claim 865, that inquiry does not itself place an independent claim under s 11 or s 16 before me. If RPL wished to have that claim determined and any amount awarded brought into account, it had to bring a counterclaim through the prescribed process.

39 The demand for expenses incurred in hiring replacement workers faces a further difficulty. The ECT’s jurisdiction over employers’ claims is confined to the specified categories, and those mentioned at [37] above do not extend to the consequential expense which RPL seeks to recover here. Accordingly, even if RPL wished to bring counterclaim for that expense, the ECT would have no jurisdiction to determine it. The same difficulty remains when the demand is

advanced by way of legal set-off, since that would still require me to adjudicate a claim falling outside the tribunal's jurisdiction (see *JKD v JKE* at [28]–[31]). I therefore express no view on whether RPL has a valid claim for that expense, or on any question which would arise if such a claim were properly brought before a court with jurisdiction to determine it.

40 It follows, therefore, that neither of RPL's demands provide a basis for reducing Mr C's undisputed April salary, whether by deduction or set-off. And, accordingly, I allow Claim 865 in full for \$6,562.50. I also award Mr C \$50 in disbursements but make no order as to costs. As I have dismissed Claim 864, the result is that RPL is to pay Mr C \$6,612.50 by 16 October 2026, by bank transfer to the account whose details Mr C is to provide to RPL.



Jared Kang Chern Wey  
Tribunal Magistrate



The claimant in person;  
The respondent in person.

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