IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGECT 19

Employment Claims Tribunals – Claim No 10871 of 2026

Between

JJT

… *Claimant*

And

JJU

… *Respondent*

GROUNDS OF DECISION

[Employment Law – Dismissal – Misconduct – Covert recording]

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JJT
v
JJU

[2026] SGECT 19

Employment Claims Tribunals – Claim No 10871 of 2026
Tribunal Magistrate Kerry Chan
29 September 2026, 13 October 2026

23 October 2026

Tribunal Magistrate Kerry Chan:

1 This is a claim by the Claimant for wrongful dismissal, for which I delivered oral judgment on 13 October 2026. At the heart of this dispute is the issue of whether a covert recording of an internal company meeting constitutes misconduct justifying termination of employment without notice. As there have been no reported judgments in Singapore that squarely consider this issue, I consider it appropriate to publish this judgment to set out my reasons in full.

Background facts

2 The Claimant was employed by the Respondent as its Managing Director by way of an employment contract dated 21 May 2024 (the "**Contract**").

3 The following facts are undisputed:

(a) In the afternoon of 23 February 2026, the Claimant attended a meeting with Ms C, the President of the Respondent, and Ms D, the Respondent's Fractional Chief Financial Officer and Chief Human Resources Officer. At this meeting, the Claimant was informed that her employment was being terminated without cause, and given the option of either serving her 3-month notice period or being placed on immediate garden leave with 2 months' salary. It was agreed that the Claimant would be given time to respond as to her chosen option.

(b) Between 23 to 25 February 2026, the Claimant, Ms C and Ms D corresponded on the issue of how the Claimant would serve her remaining notice period. The Claimant eventually agreed to serve out her 3-month notice period working in the Respondent's office.

(c) On 25 February 2026 at 4.19pm, the Respondent's Human Resources manager Ms E ("**HR Manager**") sent the Claimant her notice of termination, dated 23 February 2026 (the "**Initial Termination Letter**").

(d) The Initial Termination Letter contained no reason for termination. It informed the Claimant that her employment was being terminated with effect from 23 February 2026 and that she would serve a 3-month notice period ending on 22 May 2026.

(e) On 26 February 2026 at 1.46pm, Ms C sent an email to the Claimant titled "Warning: Misconduct after termination of employment" informing her of various concerns the Respondent had relating to her conduct at work following the termination of her employment (the "**Warning Email**"). This related to the following issues:

(i) The Claimant reaching out to a client on 26 February 2026 without copying Ms C. In Ms C's email, she explained that this client was her contact and introduced through her personal network. Ms C further stated that she did not understand why the Claimant reached out to the client given that she was meeting them for lunch the next day. Ms C stated that this had resulted in confusion on the client's part which reflected poorly on the Respondent.

(ii) The Claimant having attended a business meeting the previous day, when she should not have done so, and having failed to introduce her team member at the meeting as she was unable to recall that team member's name. Ms C stated that this behaviour was detrimental to the business and raised serious concerns relating to the Claimant's ability to lead the team as a Managing Director.

(iii) The Claimant having reached out to another employee of the Respondent on his non-working day to inform him of the impending end of her employment with the Respondent.

(f) The Respondent subsequently issued a warning letter to the Claimant on 26 February 2026 (the "**Warning Letter**"), referencing the Warning Email and stating that the Claimant was required to maintain professional conduct at all times during her notice period and work closely with the Respondent's management on all matters to her departure. The Warning Letter also stated that she was not to communicate or make announcements independently or on an ad-hoc basis, and all communications were required to be aligned with and approved by management in advance. Further, the Warning Letter stated that any "further misconduct" would result in immediate termination of

employment without notice and without payment of any salary in lieu of notice.

(g) On 3 March 2026 at 6.51am, Ms C sent the Claimant an email asking for a response to the Warning Email by the same day. The Claimant requested, and Ms C agreed that the Claimant could present her account of events relating to the Warning Email during a meeting with Ms C and Ms D later that afternoon, following which the Claimant was to submit a written explanation in relation to the Warning Email. The said meeting that was to take place that afternoon on 3 March 2026 was a prior scheduled meeting and part of a series of regular weekly meetings between the Claimant and the Respondent's management to discuss business matters of the Respondent.

(h) In the afternoon of 3 March 2026, the Claimant attended the meeting with Ms C and Ms D (the "**3 March Meeting**"). The meeting started with the Claimant explaining her responses to the Warning Email. The Claimant had prepared notes on her mobile phone for purposes of her response, and had stated at the start that she would be reading from her notes. The Claimant recorded the meeting using her phone.

(i) During the meeting, the Claimant showed Ms C a Whatsapp message she had sent to her colleague to inform him of the impending end of her employment with the Respondent, in response to one of the matters raised in the Warning Email. While looking at the screen of the Claimant's mobile phone, Ms C noticed that it was recording and asked the Claimant to delete the recording. The Claimant stated that she would delete the recording, left her mobile phone outside the room and came back into the room. The meeting ended shortly after. Up until the point

that the Claimant's recording was noticed, the only matters that had been discussed related to the Claimant's responses to the Warning Email.

(j) On 3 March 2026 at 5.26pm, Ms C sent the Claimant an email stating that the 3 March Meeting had been recorded without the knowledge and consent of Ms C and Ms D. Ms C stated that the Respondent required time to review the implications of the Claimant's actions and asked the Claimant to pause all work while they conducted an internal review. The Claimant responded to acknowledge the email, and stated her response to the issue of her having made a recording of the 3 March Meeting.

(k) On 4 March 2026 at 2.23pm, the Respondent sent the Claimant a Show Cause letter ("**Show Cause Letter**") stating that she had recorded the 3 March Meeting without the knowledge and consent of the other participants. The Show Cause Letter asked the Claimant to provide a written explanation by 12pm the next day (5 March 2026) addressing various questions, including whether it was the first time the Claimant had recorded any internal meeting or discussion without consent, whether she had been advised or encouraged by anyone to record the meeting, whether the recording had been shown or transmitted to any third party, and whether the recording had been deleted.

(l) On 5 March 2026, the Claimant sent the Respondent her response to the Show Cause Letter and Warning Email (the "**Claimant's Response**").

(m) On 6 March 2026 at 3pm, the Respondent sent an email to the Claimant attaching a letter that informed her of the outcome of the Respondent's inquiry following the Show Cause Letter, and its decision to terminate her employment with immediate effect for cause (the

"**Immediate Termination Letter**"). The Immediate Termination Letter stated that the Respondent, having reviewed the Claimant's Response and the circumstances surrounding the recording of the 3 March Meeting, had determined that the recording of an internal company meeting without consent constituted misconduct and a fundamental breach of the trust and confidence expected of employees. The Respondent further stated that it would pay the Claimant her salary and statutory entitlements up to the date of termination, i.e. 6 March 2026.

4 In this judgment, I refer to the termination of employment without notice alternatively as "summary dismissal".

The parties' positions

5 The Claimant claimed that her summary dismissal for misconduct on 6 March 2026 was wrongful for the following reasons:

(a) First, that she had recorded the 3 March Meeting only so that she could accurately prepare her written response to the Warning Email and that the recording was not done dishonestly or to conceal anything. The Claimant stated that she had placed her phone openly on the table, did not access, share, distribute or keep the recording, and deleted it immediately when she was asked to do so.

(b) Second, that the 3 March Meeting concerned her own response to the Warning Email, and no confidential client information, financial figures or other proprietary business information was discussed. No information left the meeting room or was disclosed to anyone.

(c) Third, that the Respondent did not carry out a proper and genuine inquiry before dismissing her for misconduct. This was as she was given

a very short time to respond to the Show Cause Letter, and the sequence of events from the Respondent's internal emails between to 5 to 6 March 2026 disclosed in these proceedings as well as the language used in the Immediate Termination Letter suggested that the outcome of the inquiry had been decided in advance regardless of her explanations.

(d) Fourth, that she had already been terminated without cause on 23 February 2026 and had elected to serve her three-month notice period until 22 May 2026. The Claimant believed that her recording of the 3 March Meeting was used as a reason to terminate her employment for cause and deprive her of the salary and benefits she would otherwise have been paid until 22 May 2026.

6 The Respondent's position was that its summary dismissal of the Claimant for misconduct was justified, for the following reasons:

(a) First, that the covert recording of an internal company meeting, without the knowledge or consent of the participants, was in itself a fundamental breach of the trust and confidence required in the employment relationship. The Respondent contended that whatever was or was not ultimately discussed at that particular session, no participant controlled what a covert recording would have captured once it was running.

(b) Second, the Claimant was the most senior member of her business unit, held to the highest standard of professional judgment, and her Contract expressly identified breach of its confidentiality provisions as cause for termination without notice.

(c) Third, the covert recording occurred only days after an express written warning that any further misconduct would result in immediate

termination with cause, and had occurred at the very meeting that the Claimant had requested to respond to the Warning Email.

(d) Fourth, the Respondent was a public relations business, where clients entrusted the Company with unpublished and commercially sensitive information. In these circumstances, the Respondent could not retain a senior leader who covertly recorded confidential internal discussions.

(e) Fifth, the Respondent had carried out due inquiry prior to coming to the decision to terminate the Claimant's employment, taking into account the explanations in the Claimant's Response. The Respondent considered that her stated reasons that the recording was for note-taking accuracy and that she was under emotional distress did not sufficiently mitigate the conduct. In the Respondent's view, the Claimant could at any time have asked the participants of the 3 March Meeting for consent to record the meeting, or announced that she was recording it, but she did neither.

The applicable law

7 Under Section 14(1) of the Employment Act 1968 ("**EA**"), an employer may dismiss an employee without notice for misconduct that is inconsistent with the fulfilment of the express or implied conditions of the employee's contract of employment. An employer must, prior to dismissal for the said misconduct, conduct due inquiry.

8 Section 27(2)(a) of the Employment Claims Act 2016 ("**ECA**") also provides that where an employee is dismissed without notice, and the employee files a wrongful dismissal claim referenced under Section 14(2) EA, the

employer bears the burden of proving that the employee was dismissed with just cause or excuse. Where the employer cites misconduct as its ground for dismissal but fails to prove its allegation of misconduct, the dismissal will be wrongful (see paragraph 4 of the Tripartite Guidelines on Wrongful Dismissal, which the Tribunal is to have regard to pursuant to Section 20(7) of the ECA).

Issues to be determined.

9 The key issues to be determined are as follows:

(a) **Issue 1**: has the Respondent proven that the Claimant's act of recording the 3 March Meeting without consent constituted misconduct that warranted summary dismissal?

(b) **Issue 2**: did the Respondent conduct due inquiry before summarily dismissing the Claimant for misconduct?

Issue 1: has the Respondent proven that the Claimant's act of recording the 3 March Meeting without consent constituted misconduct that warranted summary dismissal?

10 An employer seeking to rely on Section 14(1) EA to summarily dismiss an employee for misconduct must show that the misconduct alleged is of a serious enough nature that justifies summary dismissal. Misconduct exists on a spectrum, and not every instance of misconduct will necessarily justify summary dismissal. This much is clear from the language of Section 14(1) EA, which provides that an employer may only dismiss an employee without notice for misconduct that is *inconsistent with the express or implied conditions of an employee's service*.

11 The need for the alleged misconduct to rise to a certain threshold of severity to justify summary dismissal has also been affirmed by the High Court.

In *Aldabe Fermin v Standard Chartered Bank* [2010] 3 SLR 722 ("***Aldabe Fermin***") at [57]-[58], the Court endorsed the approach in *Cowie Edward Bruce v Berger International Pte Ltd* [1999] 1 SLR(R) 739 to determining whether an employee has misconducted himself to justify summary dismissal, which is as follows:

> (a) For an act to amount to misconduct that justifies summary dismissal, the act must be "*so serious that it strikes at the root of the contract of employment*", and "*destroys the confidence underlying such a contract*". This is a question to be determined objectively by a court; and
>
> (b) Further, the relevance and effect of any alleged act of misconduct must be judged not in a vacuum, but by reference to its effect on the employer-employee relationship. This requires one to consider the habits and attitude of the employer at the relevant time.

12 There are presently no reported Singapore judgments square concerning the issue of whether an employee's covert recordings of company meetings would constitute misconduct justifying summary dismissal. However, this was the issue squarely before the United Kingdom Employment Appeal Tribunal ("**EAT**") in *Phoenix House Limited v Stockman*[1] ("***Phoenix House***"), which set out various factors to be considered in making this determination.

13 In *Phoenix House*, the employee was dismissed without notice, following which she filed an unfair dismissal claim. In the course of the hearings before the Employment Tribunals, it transpired that the employee had secretly recorded a meeting with the employer's Director of Human Resources ("**HR**

[1] UKEAT/0284/17/OO and UKEAT/0058/18/00

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Director"). During this meeting, the HR Director had told the employee that she would be investigating a prior incident involving the employee and that the said incident would be made the subject of disciplinary action. The employer argued that the fact that the employee had covertly recorded a meeting during her employment amounted to gross misconduct which breached the implied term of trust and confidence in the employment relationship. On this basis, the employer argued that had it known about the covert recording when the employee was still employed, it would have dismissed the employee for gross misconduct, and that it was not just and equitable to make any award to the employee.

14 The EAT in *Phoenix House* held that while an employee's covert recording of a meeting will generally amount to misconduct, it will not necessarily always amount to misconduct that warrants summary dismissal. In its view, the following factors would be relevant to the assessment of whether it constitutes misconduct that warrants summary dismissal:

(a) The purpose of the recording; for example, whether the employee concerned was seeking to entrap the employer, or whether the employee was seeking to keep a record or guard against misrepresentation;

(b) The extent of the employee's blameworthiness: for example, whether the employee had been specifically told not to make a recording, or had lied about making the recording, or was inexperienced and/or distressed and had not thought about the blameworthiness of making a recording;

(c) What is recorded: for example, whether it was a meeting of which a record would normally be kept and shared in any event, or a

meeting where highly confidential business or personal information relating to the employer or another employee was discussed; and

(d) The attitude of the employer to such conduct.

15 In my view, the factors set out in *Phoenix House* provide useful guidance on assessing the circumstances of the making of a covert recording. In the present case, I find that the Claimant's covert recording of the 3 March Meeting did amount to misconduct that justified the Respondent's summary dismissal of the Claimant.

16 First, I find that the 3 March Meeting was a meeting where confidential business information of the Respondent would likely have been discussed. It was undisputed that the 3 March Meeting was part of a regularly scheduled series of weekly meetings where the Claimant would meet the Respondent's management to discuss matters relating to the business unit which the Claimant oversaw as part of her responsibilities as Managing Director. These would constitute confidential information of the Respondent. The purpose of the 3 March Meeting was to discuss internal business matters of the Respondent; it was not convened for the purpose of hearing the Claimant out on her response to the Warning Email. The 3 March Meeting, being an existing scheduled meeting between the Claimant and the Respondent's management, was merely a convenient platform for the Claimant to address the Respondent's management on the Warning Email as well.

17 The Claimant stated that she had already been serving notice at the time of the 3 March Meeting, that she had ceased to be copied on client emails since 26 February 2026 and there that were no business matters for her to provide updates on or discuss at the 3 March Meeting. I do not agree. Even if she had ceased to be copied on client emails, the handover process of her portfolios and

responsibilities in the Respondent would be ongoing as at 3 March 2026. This would necessarily involve discussion of the Respondent's business matters. For example, there was an email of 27 February 2026 which the Respondent sent to the Claimant and another employee taking over her portfolio. This email contained information on the revenue being generated by the Claimant's business unit and which sought the Claimant's input to various questions. The matters in this email would conceivably have been up for discussion at the 3 March Meeting.

18 In my view, it is also irrelevant that at the point when the Claimant's recording was noticed, only matters relating to the Claimant's response to the Warning Email had been discussed and that there had been no discussion of any business matters of the Respondent. The fact remains that the 3 March Meeting was a meeting convened to discuss business matters of the Respondent, and these would likely have been discussed after the Claimant's responses to the Warning Email.

19 Second, on the purpose of the recording, the Claimant's position was that the purpose of the recording was to assist with her recollection of her responses to the Warning Email during the 3 March Meeting, for the purposes of her subsequent written response to the Warning Email that the Respondent had requested. On the evidence, I am unable to make a conclusive finding as to the purpose of the recording. In *Phoenix House*, the contents of the covert recording were available to the Employment Tribunal, and it concluded from a review of the contents that the Claimant had not made the recording for the purpose of entrapment or attempted entrapment. In the present case, the recording has not been produced in evidence; the Claimant stated that it had been deleted. Neither is there any transcript of what was captured in the recording. In the circumstances, there is little by which I can evaluate the tenor

of the discussions captured by the recording, to assist in discerning whether the Claimant's intentions were as she alleged. I also note that the Claimant had stated that she was reading off notes that she had prepared for the 3 March Meeting. If so, she would already have a record of what she was going to say during the 3 March Meeting, for the purposes of her subsequent written response. It is not clear why a recording was also required for this purpose.

20 Third, on the issue of the Claimant's blameworthiness, I find that this would be on the lower end. It was undisputed that the Claimant had at no time been specifically told not to record the 3 March Meeting (or any other previous internal company meetings for that matter). While the Respondent highlighted Clause 8 of the Claimant's Contract containing confidentiality provisions applicable to her employment, these did not expressly stipulate that recordings of internal meetings were not allowed. When asked whether this was stated in any of the Respondent's disciplinary policies, the Respondent's Ms C stated that the relevant provisions that they were relying on were Clause 8 of the Contract and not its disciplinary policies. It is also undisputed that the Claimant had, once the recording was discovered during the 3 March Meeting, said that she would delete it and that she had thereafter placed her phone outside the room. I find that on the evidence of the Claimant's conduct; there was no attempt to deny or conceal that she was making a recording. I also accept that given the circumstances leading up to the 3 March Meeting, the Claimant was in a more emotional state and may not have thought to expressly ask if she could make a recording.

21 Fourth, I turn to the issue of the Respondent's attitude towards the making of a covert recording. I find that on the evidence, the Respondent placed a premium on confidentiality and had stringent requirements in this regard, particularly in the context of the Claimant serving notice. The Claimant's

Contract did not expressly state that she was not permitted to make recordings of meetings, and the Respondent also did not produce any disciplinary policies or other company documents that stated so. The Respondent chiefly relied on the provisions of Clause 8 of the Contract, which contained confidentiality provisions applicable to the Claimant. The Respondent highlighted that under Clause 8.1, confidential information included information concerning the business or affairs of the Respondent, and that Clause 8.2 provided that the Claimant was to comply with the Respondent's policies and maintain the absolute confidentiality and secrecy of confidential information, whether it was published or printed or communicated verbally, which included minutes of meeting. Significantly, I also note that the Respondent's initial letter terminating the Claimant's employment with notice (the Initial Termination Letter dated 23 February 2026) provided that notwithstanding that the Claimant was going to serve a 3-month notice period, she was to delete or destroy any confidential company information stored on her personal devices or in hard copy immediately. It would follow that in the same vein; the Respondent would take a serious view of the Claimant making any record of confidential company information following the issue of the Initial Termination Letter of 23 February 2026.

22 Having considered the factors above, I find that overall, the Respondent has proven that the Claimant's making of a covert recording justified summary dismissal for misconduct. While the Claimant's blameworthiness was in my view on the lower end, I can appreciate the Respondent's concerns as to the Claimant having recorded the 3 March Meeting without disclosing that she was doing so, especially since the meeting would likely also have involved discussion of business matters at some point. It would be entirely speculative to say, as was the Claimant's position, that no business matters would have been discussed at that meeting.

23 Further, as I have mentioned earlier, the relevance and effect of the offending conduct on the employer-employee relationship must also be considered in the context of that particular employment relationship and the attitudes and habits of the employer. It bears emphasis that the Respondent understandably had stringent policies and standards of confidentiality, being a public relations firm, whose work would involve being entrusted with confidential information from clients. The Respondent's position was that a covert recording made in the context of employment in a public relations firm created a confidentiality risk and struck at the certainty that client information told to the Respondent in confidence would stay in confidence. The Respondent also expressed that the Claimant was also no ordinary rank-and-file employee; she was its Managing Director, and once a senior leader covertly recorded her own management, every conversation thereafter would come into doubt. As the Respondent put it, the trust that the Claimant's role depended upon had been broken. An employment relationship involves a "*continuing relationship of trust and confidence between the employer and employee*" (***Aldabe Fermin*** at [54]). I do not consider the Respondent's explanation of the effect of the Claimant's act on the employer-employee relationship to be an overstatement: some acts of an employee are themselves sufficient to destroy the trust and confidence in an employment relationship regardless of what the employee's intentions may have been, and even if the employee's intentions have not been established to be malicious. I accept that in the particular context of the Claimant's employment with the Respondent, this was the case. The very act of the Claimant covertly recording the 3 March Meeting was sufficient to destroy the trust and confidence in this employment relationship.

24 In the circumstances, I find that the Respondent has substantiated that the Claimant's act of covertly recording the 3 March Meeting amounted to misconduct that warranted summary dismissal.

25 To be clear, none of the above is to say that an employer will always be justified in taking the view that covert recordings made by an employee amount to misconduct that warrants summary dismissal. Each case will turn on its own facts, and the balance of factors may lead to a different outcome in different circumstances.

Issue 2: did the Respondent conduct due inquiry before summarily dismissing the Claimant for misconduct?

26 I turn next to the issue of whether due inquiry was conducted by the Respondent before summarily dismissing the Claimant for misconduct.

27 There is no statutory definition of "due inquiry" under the EA. However, the High Court in *Long Kim Wing v LTX-Credence Singapore Pte Ltd* [2017] SGHC 151 has considered what "due inquiry" would entail in the context of a clause in an employment contract with substantially the same drafting as Section 14(1) EA. The High Court held at [161]-[162] as follows:

> It seems to me that the phrase "due inquiry" means something more than just the making of inquiries and the conduct of an investigation. Otherwise, the word "inquiry" alone would suffice. The phrase suggests some sort of process in which the employee concerned is informed about the allegation(s) and the evidence against him so that he has an opportunity to defend himself by presenting his position, with or without other evidence…. However, in order for an employee to be given an opportunity to present his case effectively, he must first be informed clearly what the case against him is. As mentioned above, this includes the allegation(s) and the evidence against him. While "due inquiry" does not mandate any formal procedure to be undertaken, the more the informality the greater the danger that "due inquiry" was not undertaken…

28 In the present case, I find that the Respondent did conduct due inquiry prior to summarily dismissing the Claimant for misconduct. The Respondent had clearly notified the Claimant of the allegation against her, namely that she had covertly made a recording of the 3 March Meeting, in the Show Cause

Letter of 4 March 2026. The Show Cause Letter also sought the Claimant's response to the allegation. It is undisputed that the Claimant did provide her response the following day at 11.08am on 5 March 2026. The Respondent produced an exchange of internal emails between 5 to 6 March 2026 between Ms C and the Respondent's HR Manager. This reflected that the Respondent's HR Manager had sent an internal email at 4pm on 5 March 2026 to Ms C recording that the inquiry had concluded with the decision to terminate the Claimant's employment with immediate effect, setting out the key points from the inquiry. Thereafter, Ms C responded to the Respondent's HR Manager in the morning on 6 March 2026, confirming that she had reviewed the summary of the inquiry, the Claimant's explanation, and that she agreed with its conclusion. Ms C then instructed the Respondent's HR Manager to issue the Immediate Termination Letter to the Claimant. The Respondent's HR Manager duly did so thereafter.

29 On the Claimant's argument that she was given a very short time to respond to the Show Cause Letter, the fact that the time given to an employee is of a shorter duration does not in itself mean that due inquiry has not been carried out. The crux of the matter is whether the employee was informed of the allegations and given the opportunity to respond to them. That was clearly the case here. In any event, I also do not consider the period given by the Respondent (just under 1 day) to be very short in the circumstances.

30 The Claimant also argued that the sequence of events from the Respondent's internal emails between to 5 to 6 March 2026 disclosed in these proceedings as well as the language used in the Immediate Termination Letter suggested that the outcome of the inquiry had been decided in advance regardless of her explanations. Specifically, the Claimant highlighted that she had sent her response to the Show Cause Letter at around 11am on 5 March

2026, and the Respondent's HR Manager had sent an internal email at 4pm on 5 March 2026 to Ms C recording that the inquiry had concluded with the decision to terminate the Claimant's employment with immediate effect without notice. In essence, the Claimant's argument was that this showed that the Respondent had within 5 hours made the decision to terminate her employment. The Claimant also highlighted that her Immediate Termination Letter on 6 March 2026 stated that the decision to terminate her employment without notice had been made "regardless of" the explanations she had given in response to the Show Cause Letter as to the contents of the 3 March Meeting and the circumstances surrounding the recording. In other words, the Claimant argued that that the Respondent had already made up its mind on the matter, regardless of her explanations.

31 In my view, the length of time an employer takes to review and consider an employee's response before coming to its decision in the inquiry process is not the determinant of whether due inquiry has been carried out. What is relevant is rather the qualitative issue of whether the company has demonstrated that it has considered the responses of the employee and made a reasoned assessment in coming to its decision, in the time that it has taken to come to its decision. In the present case, the internal emails exchanged between Ms C and the Respondent's HR Manager between 5 to 6 March 2026 showed that the Respondent had conducted an internal review in relation to the Claimant's alleged misconduct, considered the points made in her response and explained how it came to its decision. Ms C had also testified that the internal review did not involve her, and that she had considered the outcome of the internal review sent to her on 5 March 2026 before making a decision on the morning of 6 March 2026 to terminate the Claimant's employment. This was evidenced by the email of 6 March 2026 from Ms C to the Respondent's HR Manager, confirming that she had reviewed the summary of the inquiry, the Claimant's

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explanation, and that she agreed with its conclusion. There were, as such, two levels of review that had been done by the Respondent before the decision to terminate her employment was made final.

32 As for the Claimant's point on the language used in the Immediate Termination Letter, I do not agree that it reflects that the Respondent had disregarded her explanations in favour of a decision they had already made in advance. The Immediate Termination Letter, read in its entirety, stated that while the Respondent had considered her explanations that the recording was made due to emotional distress and for the purpose of ensuring accuracy in preparing her response to the Warning Email, it had determined that these factors did not sufficiently mitigate the seriousness of the conduct. This was the context in which the phrase "*regardless of [the Claimant's explanations]*" had been used. The Immediate Termination Letter reiterated the Respondent's position that given the nature of the Respondent's work, employees were expected to exercise the highest standards of professional judgment and to safeguard confidential information entrusted to the Respondent, which applied with particular force to a senior member of the Respondent such as the Claimant (as Managing Director). The Respondent further highlighted in the letter that the unauthorised recording of internal meetings created a significant risk to the confidentiality of such information, and resulted in a breakdown in the trust and confidence necessary for the continuation of the employment relationship.

33 Lastly, for completeness, I also address the Claimant's alternative argument that she believed the issue of the covert recording was being used to terminate her employment for cause and deprive her of the salary and benefits she would otherwise have been paid until 22 May 2026, when her 3-month notice period under her Initial Termination Letter expired. I do not find that there is any concrete evidence supporting this allegation by the Claimant.

34 In conclusion, I find that the Respondent did carry out due inquiry before dismissing the Claimant for misconduct.

Conclusion

35 I find that the Respondent has proven its ground for termination without notice, namely that there was misconduct on the Claimant's part. I also find that it has proven that this was misconduct that warranted termination without notice, and that it did conduct due inquiry before terminating the Claimant's employment for misconduct. The Claimant's dismissal was therefore with just cause and excuse, and I dismiss the Claimant's claim for wrongful dismissal. As I have found that the Claimant was not wrongfully dismissed, the question of compensation for wrongful dismissal does not arise.

36 Parties are to bear their own costs and disbursements.



Kerry Chan
Tribunal Magistrate



The claimant in person;
The respondent in person.