Please delete where applicable –

1. This Judgment DOES NOT need redaction.
2. Redaction HAS NOT been done.

DISTRICT JUDGE
EVANS NG
27 JULY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 89

Magistrate's Court Originating Claim No 11601 of 2025

Between

Aerospace Solutions
Enterprises Pte. Ltd.

… *Claimant*

And

Low Eng Wah (Liu Ronghua)

… *Defendant*

JUDGMENT

[Employment Law] — [Contract of service] — [Breach]
[Employment Law] — [Contract of service] — [Termination with notice]

Aerospace Solutions Enterprises Pte. Ltd.
v
Low Eng Wah (Liu Ronghua)

[2026] SGMC 89

Magistrate's Court Originating Claim No 11601 of 2025
District Judge Evans Ng
23 July 2026

27 July 2026

District Judge Evans Ng:

1 The claimant, which I shall refer to as ASEPL, operates a business that repairs and services aircraft and spacecraft.[1] The defendant, Mr Low, commenced his employment with ASEPL as a Quality, Environment, Health and Safety Manager in 2023.[2] He was paid a monthly salary of $9,000. His contract of service included these termination-related clauses:[3]

> Termination of service can be effected by either party in writing or by payable salary in lieu of Notice to the other party. The notice period to be given shall be as follows: […] 6 months.
>
> During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities. If you fail to complete the handover during the notice period, [ASEPL] shall

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[1] Affidavit of Evidence-in-Chief ("AEIC") of Foo Cheak Min, paragraph 4.

[2] AEIC of Low Eng Wah, paragraph 4.

[3] Bundle of Documents ("BD") 6.

> be fully entitled to require and compel you to stay 2 more weeks after the notice period has ended to complete the handover.

2 On 1 April 2025, Mr Low tendered his written notice of resignation. He stated that he intended to serve only two months of the six-month notice period and would leave ASEPL on 31 May 2025.[4] He did so.[5] ASEPL accordingly sued Mr Low for the breach of his contractual obligation to serve the full six-month notice period and claims $36,000, being four months' salary in lieu of the unserved portion of the notice period.

3 Mr Low raises several defences. First, Mr Low submits that he reached an agreement with ASEPL to abridge the notice period to two months. He relies on what was said during a telephone call with one of ASEPL's directors on 1 April 2025, an email from the director to him on 4 April 2025, a WhatsApp text conversation with the director on 10 April 2025, a letter sent by ASEPL to a third party on 17 April 2025, and another telephone call with the director on 23 May 2025.[6] However, my reading of the correspondence is that it does not show that ASEPL agreed to reduce the notice period or waive its entitlement to salary in lieu of the unserved portion.[7] As for the two calls, Mr Low's own evidence is that the director was indignant and insisted that Mr Low make payment.[8] The evidence therefore does not prove the alleged abridgment agreement. Nor did ASEPL make a clear and unequivocal representation that it would not enforce its rights. To the extent that Mr Low wishes to advance a related, albeit unpleaded, defence of promissory estoppel, it will not succeed.

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[4] BD 29.

[5] AEIC of Low Eng Wah, paragraphs 25 to 27.

[6] AEIC of Low Eng Wah, paragraphs 11 to 16.

[7] BD 31, 33 and 36.

[8] AEIC of Low Eng Wah, paragraphs 11(a) and 16.

4 Mr Low next argues that the six-month notice period is invalid because it is unreasonably long. Reasonableness is relevant where a contractual provision operates as a restraint of trade. The material clause, however, imposes no restriction on Mr Low's activities after his employment with ASEPL ends. It instead provides a reciprocal termination mechanism under which either party may shorten the notice period by paying salary in lieu. There is therefore no basis for the court to review the clause on grounds of reasonableness.

5 Mr Low finally contends that, because he completed a satisfactory handover before his last working day, ASEPL suffered no loss and is precluded from obtaining a remedy.[9] This argument assumes that ASEPL's claim is one for damages. A claim for damages ordinarily requires proof of loss and is subject to the principle of mitigation. But that is not the true nature of ASEPL's claim. Rather, ASEPL's claim arises directly from a primary obligation in the contract of service. Under the contract, Mr Low could terminate the employment relationship before the expiry of the notice period by paying salary in lieu of the unserved portion. ASEPL seeks payment of that contractually stipulated sum, rather than compensation for the failure to pay it. The claim is therefore a debt. In any event, if Mr Low is regarded as having broken his contract of service by leaving ASEPL on 31 May 2025 without serving the remaining notice period, section 16 of the Employment Act 1968 makes him liable to pay compensation that is equal to the amount payable under section 11(1) of the Act for the unserved notice period. That sum is likewise $36,000.

6 Since I have rejected Mr Low's defences, I order him to pay ASEPL $36,000, together with interest on that sum at 5.33% per annum from the date

[9] AEIC of Foo Cheak Min, paragraph 16.

the originating claim was filed until the date of judgment. I will hear the parties on costs.

7 I also record my appreciation for the assistance rendered by counsel for both parties. The pleadings and the parties' affidavits were concise and free of embellishment. Counsel were well prepared, conducted focused cross-examinations and made clear and measured oral closing submissions.

Evans Ng
District Judge

Chen Sheng Hans and Joni Loke Si En (Cornerstone Law LLP) for the claimant;
Yeo Cai Yun Kimberly (Tito Isaac & Co LLP) for the defendant.