

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCCT 27

Small Claims Tribunals — Claim No 17097 of 2026

Between

JGY

... Claimant

And

JHH

... Respondent

JUDGMENT

[Contract — Breach]

[Contract — Illegality and public policy — Restraint of trade]

[Damages — Rules in awarding — Proof of actual damage]

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JGY

v

JHH

[2026] SGSCT 27

Small Claims Tribunals — Claim No 17097 of 2026
Tribunal Magistrate Jared Kang Chern Wey
24 September, 12 October 2026

12 October 2026

Judgment reserved.

Tribunal Magistrate Jared Kang Chern Wey:

1 The claimant (“CPL”) operates tuition centres in Singapore. The respondent (“Ms R”) taught Chinese for CPL under a teaching consultancy agreement. In this claim, CPL seeks \$13,200 arising from its allegation that Ms R solicited one of its students to take private lessons with her. Ms R accepts that she taught the student privately while she was still teaching for CPL. However, she says that the student had already left CPL, and that the student’s mother approached her for lessons. The principal disagreement therefore concerns how that private arrangement came about and whether Ms R solicited it in breach of her agreement with CPL.

2 The parties signed their written agreement on 7 August 2024, when CPL operated under its former name (the “August Agreement”). A further letter, signed on 11 October 2025, assigned Ms R classes for the 2026 academic year,

from 1 December 2025 to 30 November 2026, and expressly preserved the other terms of the existing agreement. The arrangement therefore continued on the terms of the August Agreement, including the restrictions upon which CPL relies here.

3 The first restriction relevant to this dispute appears in cl 8(4) of the August Agreement, which provides:

During the term of the appointment of the Teaching Consultant and for a period of two (2) years thereafter, the Teaching Consultant shall not set up as an independent contractor, proprietor, partner or director or shareholder and whether on full-time or part-time basis with any business, firm or company which carries on a similar business as [CPL] nor shall he/she solicit any student or parent of any student whose child is a student of [CPL] to use his / her teaching services in any way whatsoever.

The paragraph therefore addresses both involvement in a business similar to CPL's and the solicitation of students or their parents to use Ms R's teaching services.

4 The August Agreement also contains a separate restriction in cl 9(1), which provides:

The Teaching Consultant agrees that during the term of this appointment, he / she shall not provide tuition or any instruction or any educational services to students of [CPL] or their relatives save and except as provided in this appointment.

However, CPL's case before me was confined to solicitation. CPL's principal and director ("Mr CR") expressly accepted that Ms R could find students outside CPL and earn a living by teaching them. His complaint was that she had solicited a student from CPL. Accordingly, the claim which I have to determine concerns non-solicitation under cl 8(4); CPL does not pursue a separate claim for competition or for providing tuition contrary to cl 9(1).

5 The student concerned (“S”) had attended CPL since November 2022. She took Chinese, English and mathematics, and Ms R taught her Chinese. Both parties place S’s withdrawal from CPL in November 2025. Ms R thereafter gave S private Chinese lessons at S’s home from about the end of December 2025 until sometime in May 2026. During that period, Ms R continued to teach for CPL. The parties therefore agree on the essential sequence of S’s withdrawal and the subsequent lessons, although they disagree about what brought that sequence about.

6 CPL says that it discovered the private lessons on 2 May 2026, when S came to its centre to return something which Ms R had apparently left at S’s home. An employee of CPL (“Ms CW”) described that incident in her witness statement. Mr CR, who represented CPL at the hearing on 24 September 2026, explained that Ms CW had spoken to S and subsequently reported the encounter to him. He was not present himself. Ms CW did not attend the hearing because, according to Mr CR, she was unwell. Mr CR nevertheless maintained that the encounter exposed an arrangement which Ms R had concealed from CPL. He also confirmed that CPL terminated Ms R’s appointment in June 2026 because of the alleged solicitation.

7 CPL’s case is that S had attended its centre for three years and was doing well, yet her mother withdrew her without giving a reason despite CPL’s inquiries. Shortly afterwards, S began taking private lessons with the very teacher who had taught her at the centre. Mr CR regarded those circumstances, together with the private contact between Ms R and S’s mother, as showing that Ms R had recruited S for herself. In his witness statement, he also said that Ms R had admitted at the Small Claims Tribunals (“SCT”) consultation on 23 July 2026 that she had solicited S as a private student. He repeated that assertion at

trial. Further, he asked me to consider the withdrawal of four other students from Ms R's classes, although he accepted that CPL had no "concrete evidence" concerning those students and had not included them in its claim.

8 On that basis, CPL seeks a money order for \$13,200. Its claim form includes \$7,920 for 12 months of S's tuition fees at \$660 per month, which Mr CR said would have been the monthly fee for the subjects for which she was seeking lessons—Chinese, English and mathematics—had S continued with CPL into Primary 3. It also claims \$3,600 under the termination provisions in the August Agreement and \$316 for advertising for a teacher to replace Ms R after her services were terminated in June 2026. In addition, the form includes \$100 for filing fees, \$800 for legal advice and \$450 described as "costs". Those itemised amounts actually total \$13,186, although the form states a total of \$13,188 and seeks the money order for \$13,200.

9 The claim for \$3,600 requires some explanation. It rests on CPL's reading of the first three paragraphs of cl 8, which is headed "Termination". Those paragraphs provide:

- (1) [CPL] shall have the right to terminate this appointment and the Services of the Teaching Consultant immediately without any notice in the event of any misbehavior, poor performance or failure on the part of the Teaching Consultant to conduct himself / herself in a proper manner as befits a professional teacher.
- (2) Subject to Clause 8(3) below, the Teaching Consultant may terminate this appointment upon notice in writing to [CPL] of not less than sixty (60) days or payment in lieu.
- (3) The Teaching Consultant must complete instruction of [CPL]'s students in the whole syllabus for the full academic year (7 Aug 2024 to 30 Nov 2024 for Primary level & 31 Oct 2024 for Secondary) prior to tendering his /her notice of termination of this appointment. In the event of any failure to do so, the Teaching Consultant shall pay to [CPL] a sum equivalent to one

(1) month of the teaching fee or applicable fees of the Teaching Consultant by way of compensation.

10 The claim which CPL advances depends on reading those provisions together. Mr CR says that Ms R's solicitation justified immediate termination under cl 8(1) and that, because her own conduct made it necessary for CPL to end the appointment, she should bear the payments prescribed by the remaining paragraphs. CPL therefore claims two months' fees under cl 8(2), together with a further month under cl 8(3) because she had not completed the engagement through November 2026. Mr CR calculates each month at \$200 for each of Ms R's six classes. On that calculation, the two months amount to \$2,400 and the additional month to \$1,200, producing the \$3,600 claimed.

11 The witness statement filed by Mr CR subsequently put the filing fees at \$396, rather than \$100, and claimed \$600 for attending consultations, the hearing and trial on three occasions, rather than the \$450 in costs stated in the claim form. The \$800 for legal advice and preparation remained unchanged, as did the three substantive amounts of \$7,920, \$3,600 and \$316. The witness statement therefore sought a total of \$13,632. However, CPL did not amend its claim to reflect those different amounts. I therefore proceed on the amounts stated in the claim form and do not consider the witness statement's different figures as part of the pleaded claim. In any event, the differences are of no significance to the substantive claim since filing fees, attendance expenses and legal advice for these proceedings concern costs and disbursements, which fall to be considered separately from damages for the alleged breach.

12 Ms R, on her part, denies asking or persuading S or her mother to leave CPL. Her evidence is that, after S stopped attending, she asked the centre's administrative staff and learnt that S had withdrawn. She later met S's mother

while waiting for a bus after teaching at the centre, around the beginning of December 2025. According to Ms R, S's mother asked her to teach S privately, and the lessons began towards the end of that month. Ms R further says that, when she asked why S had left CPL, S's mother explained that several teachers had left. Her case is therefore that the mother had already decided to withdraw S independently of the private arrangement.

13 In support of that account, Ms R produced WhatsApp exchanges with S's mother from July 2026, together with certified English translations. The exchange over 10 and 11 July concerning how the private lessons began reads as follows. In the reproduction below, the speaker labels have been added, and the emojis are described in square brackets:

Ms R: Mommy, you only contacted me after you left, right? After you started having me tutor your child, you were no longer cooperating with the center, right?

S's mother: Totally no.

I've decided to leave, and I'll leave.

There's no point to stay anymore.

[Redacted teacher's name] and the others have all left.

Why stay?

All the good teachers want to leave.

...

Ms R: Alright.

How did you find me to tutor your child?

S's mother: We contact privately at outside right?

Ms R: Yes yes.

S's mother: Why are you asking me that?
You not trust me?

Ms R: I remember now.

S's mother: [crying emoji]

Ms R: We met on the street.
You asked me to tutor your child, right? Not me
approached you first, right?

S's mother: Yes
Correct

Ms R: I remember now. [heart emoji]
[Voice call: 17 minutes]
Hi Mommy, what was the date you met me on the
street? Were you still at the tutoring center then,
or had you already terminated your cooperation
with the center?
My chat history was deleted due to insufficient
phone memory...

S's mother: I've already left the center.
I can't remember the date. [crying emoji] [sad
emoji]

14 Separately, Ms R disputed the allegation that she taught S on 1 May 2026 (*cf* [6] above), producing messages concerning a lesson with another student that evening. She also disputed that CPL had shown that its alleged losses were caused by her.

15 CPL disputes Ms R's account and the reliability of the messages that she exchanged with S's mother. Mr CR pointed out that those messages were sent *after* CPL filed its claim on 9 July 2026, and alleged that Ms R had created false evidence to support her account that S's mother had approached her for tuition. He also questioned her explanation for the missing chat history, saying that messages do not automatically disappear because a telephone has insufficient

memory. Further, he said that S's mother had denied the private tuition when he asked her about it in June 2026. Since Ms R accepted that she had taught S privately, I understood his point to be that the mother's denial suggested a willingness to conceal the arrangement, which thus casts doubt on the reliability of her later messages supporting Ms R's account.

16 From the foregoing, the first issue for determination is whether CPL has proved that Ms R solicited S or her mother in breach of cl 8(4). There is, of course, the possible application of the law governing restraints of trade. However, I do not—in my view—need to determine whether the restriction, including its duration and breadth, satisfies the requirements for enforcement. I am prepared to proceed on the assumption favourable to CPL that it is enforceable because, even on that assumption, its claim fails for the reasons which follow.

17 Whether Ms R solicited S or her mother depends on the substance of what passed between them. In *Walton International Group (Singapore) Pte Ltd and others v Yau Kwok Seng Winston and another* [2011] SGHC 144, the High Court explained, adopting an earlier formulation, that the identity of the person who initiated contact does not determine whether solicitation occurred. A person may solicit business by communicating a willingness to provide services and encouraging the customer to obtain them, even if the customer made the first approach (see [45]–[46]). Accordingly, Ms R's insistence that S's mother approached her does not, without more, answer CPL's allegation. What Ms R said or did thereafter remains relevant.

18 Equally, providing the services does not itself establish that they were solicited. In *Smile Inc Dental Surgeons Pte Ltd v Lui Andrew Stewart* [2012] 1 SLR 847, the High Court considered a dentist's treatment of 716 patients of his

former employer. It recognised that those patients were unlikely all to have encountered the new practice by chance. Nevertheless, some could have learnt of it from other patients, which would involve no solicitation by the dentist. Allegations concerning advertisements had not been pleaded, and no direct approach to persuade particular patients was alleged. The court therefore declined to infer solicitation from the treatment alone (see [43]–[53]). On appeal, the Court of Appeal likewise held that a similar price list and requests by a significant number of patients for their dental records were insufficient, even if unrebutted, to establish solicitation (see *Smile Inc Dental Surgeons Pte Ltd v Lui Andrew Stewart* [2012] 4 SLR 308 at [17]–[18]).

19 I therefore accept that CPL may prove solicitation by inference from the surrounding circumstances, which must be considered together. It need not produce a written invitation from Ms R. Nevertheless, the inference must concern some request, persuasion, or encouragement by Ms R to obtain the business. The words “in any way whatsoever” in cl 8(4) do not dispense with the need to establish solicitation. Indeed, the separate restriction on providing services in cl 9(1) reinforces the distinction.

20 On that footing, I begin with the circumstances on which CPL principally relies. S had attended the centre for several years, Ms R had taught her there, and private lessons with Ms R followed reasonably soon after S withdrew. I accept that those circumstances provide some support for CPL’s inference. Ms R’s existing relationship with S also meant that she had an opportunity to encourage a private arrangement, and the subsequent lessons show that she was willing to undertake one. However, the same relationship would also explain why a parent who had independently decided to withdraw a child might approach a teacher whom the child already knew. How much can

be inferred from that sequence therefore depends on what the remaining evidence shows about the withdrawal and the communications surrounding the private arrangement.

21 A further feature of the withdrawal is, in my view, particularly significant. On CPL's own case, S withdrew from all three subjects: Chinese, English and mathematics. Ms R taught her only Chinese, and the private arrangement concerned that subject alone. CPL furnished no explanation of how the alleged solicitation for Chinese tuition would account for S's withdrawal from English and mathematics as well. Solicitation for one subject might lead a parent to withdraw a child from a centre altogether, but there must be some basis for drawing that connection in the particular case. Here, the extent of S's withdrawal lends substantial support to Ms R's account that the mother had already decided to leave CPL independently of the private arrangement.

22 The July messages at [13] above are consistent with that explanation. The departure of other teachers was a reason supplied by the mother and, despite Ms R *initiating* the topic, the question she posed to S's mother did not suggest it. Further, it concerned the centre more generally and could therefore explain why the decision extended beyond Chinese tuition. That reason would also be consistent with the mother having been satisfied with S's progress under Ms R. Thus, S's previous progress and the mother's failure to explain her decision to CPL do not make an independent withdrawal inherently unlikely. Nevertheless, because the mother was not called to give evidence, I do not treat her later explanation shown in the messages adduced by Ms R as establishing why S left. The weight of those messages must be assessed alongside the circumstances in which they were obtained.

23 Indeed, the mother's explanation for withdrawing S from CPL must also be considered separately from her account of how the private lessons began with Ms R. As shown at [13] above, when asked how she had found Ms R to tutor S, the mother initially referred only to private contact outside the centre. Ms R then supplied the account of a meeting on the street and asked whether the mother had requested tuition, rather than Ms R having approached her. The mother agreed. Her later replies to the question about their meeting also confirmed that she had already left CPL, though she could not remember the date. The inability to remember that date does not necessarily undermine her recollection of the sequence. However, those replies add little about what was said when the private arrangement was made, and the more specific account of who requested tuition came from Ms R's *own* questions.

24 The timing of those questions also requires care. The messages were exchanged on 10 and 11 July 2026, after CPL filed its claim on 9 July. Ms R was therefore seeking confirmation of her account when the dispute had already arisen. Granted, that purpose does not itself necessarily mean that S's mother's replies are false. However, it certainly affects how much weight they can bear, particularly where the questions supplied the account which the mother was asked to confirm. In the absence of direct evidence from the mother explaining her answers, I give the messages limited weight on the disputed question of how Ms R obtained the private engagement.

25 The absence of the earlier chat history, in fact, adds to that difficulty. Ms R explained that the earlier chat history had been deleted because her phone had insufficient memory. In this regard, I agree with Mr CR that this is a vague and unsatisfactory explanation for the loss of those messages. Nevertheless, its inadequacy does not itself establish that the contents of the July exchanges were

fabricated and, thus, untrue. The result is that, although I consider the messages adduced by Ms R, I approach them with caution.

26 Further to that, Mr CR's account of his exchange with S's mother in June 2026 could also bear on the reliability of her confirmations. As mentioned at [15] above, Mr CR said that he had contacted S's mother by text message to ask about S's private tuition with Ms R, and that she denied that S was being privately tutored by Ms R. CPL did not adduce the messages themselves. Even so, I am prepared to consider Mr CR's account of the exchange.

27 Before doing so, however, I must begin by emphasising that Mr CR's account places that exchange in June, whereas Ms R's evidence is that the private lessons ended in May. It is therefore possible that the mother meant that S was no longer receiving tuition from Ms R by then. Without the written exchange, it is difficult to determine whether her reply also denied that lessons had *previously* taken place. Nevertheless, I am prepared to proceed on the basis most favourable to CPL, namely that the mother denied any private tuition and knowingly gave a false answer. That would give a substantial reason to distrust her later confirmations. That said, a false denial that lessons took place would not itself establish that Ms R had solicited them. I therefore only take that denial into account as a *further* reason to approach the mother's confirmations with caution when assessing the evidence as a whole.

28 As for the incident on 2 May 2026 (*cf* [6] above), Ms R already accepts that she taught S privately. Whether she did so specifically on 1 May is therefore not especially important to the question of solicitation, and I need not resolve that dispute. Further, as mentioned at [7], Mr CR also referred to the withdrawal of four other students from Ms R's classes, but identified no evidence that she taught them privately or solicited them. Their withdrawals therefore provide no

basis for inferring a pattern of solicitation which would support CPL's specific allegation concerning S.

29 An admission of solicitation would, of course, bear directly on that allegation, which brings me to Mr CR's assertion that Ms R made such an admission at the consultation on 23 July 2026 (*cf* [7] above). Apart from Mr CR's account in his witness statement, CPL adduced no record of Ms R's actual words. Given the significance which Mr CR attributed to the supposed admission, I would have expected him to produce a record of the statement on which he relied. The need for precision is particularly apparent here. Ms R's written filings disputed liability while acknowledging that she had taught S privately from December 2025, and she maintained that distinction before me. An acknowledgement of those lessons would therefore be entirely consistent with her defence. An acknowledgement that she had requested or encouraged the private engagement would have a wholly different significance if indeed that is what she accepted. Mr CR's characterisation of what she said as an "admission" does not identify the substance and context necessary to distinguish between those possibilities.

30 It was for CPL to substantiate the statement on which it wished to rely. Having already raised the alleged admission in its witness statement, CPL could have sought a certified copy of the Registrar's notes before the hearing and adduced the relevant passage for Ms R to address. Given that possibility, I did not consider it proper for me to investigate the notes independently in an attempt to ascertain what might support CPL's assertion. Nor did I consider it appropriate to adjourn the hearing on my own initiative for CPL to obtain them. The distinction consistently drawn in Ms R's filings, coupled with the absence of any sufficiently specific account of her words, gave me little reason to think

that further time would disclose an admission of solicitation, as opposed to private teaching. CPL had also had the opportunity to obtain the record earlier but did not do so. I therefore do not have regard to the alleged “admission” in deciding the claim.

31 Drawing these matters together, I give weight both to the circumstances supporting CPL’s inference and to the weaknesses in the evidence offered in answer. The missing messages, the manner in which the July confirmations were obtained, and the assumed false denial in June prevent me from accepting Ms R’s account simply because the mother later confirmed it. Nevertheless, those difficulties do not remove the significance of S’s withdrawal, on CPL’s *own* case, from all three subjects. That feature substantially weakens the suggested connection between the private Chinese lessons and S’s departure from the centre. As I said, an independent withdrawal would not exclude subsequent solicitation of the private engagement. However, the existing relationship between Ms R and S could equally explain why the mother sought her services without such encouragement. I need not find that this was what happened to recognise that the evidence leaves CPL’s inference insufficiently supported. Having weighed the circumstances together, including the matters adverse to Ms R, I am not persuaded that it is more probable than not that she requested or encouraged S or her mother to engage her privately. In my judgment, CPL has not proved a breach of cl 8(4).

32 That conclusion is sufficient to dismiss the claim. Nevertheless, I should briefly address the sums claimed because, even if CPL had managed to prove that Ms R solicited S, there would remain further difficulties in establishing its entitlement to those sums.

33 Turning first to the \$3,600, the starting point is of course that the failure to prove solicitation defeats CPL's premise that Ms R's conduct entitled it to terminate her appointment for misconduct under cl 8(1). The clause makes the specified conduct the ground for immediate termination; it does not provide that CPL's belief that such conduct occurred is sufficient. In any event, however, establishing a right to terminate on grounds that Ms R had solicited S would not—in my judgment—have established a right to the sums CPL claimed. Clause 8(2) requires the consultant to give 60 days' notice or pay in lieu when she terminates the appointment. Clause 8(3), to which that provision is subject, requires her to complete the academic year's syllabus before tendering notice and prescribes one month's payment if she fails to do so. Read together, those two provisions regulate the *consultant's* termination of the appointment. CPL's argument that Ms R's conduct made her dismissal necessary does not bring its own decision to terminate within those provisions. Even if her conduct had justified that decision, CPL would have been exercising its right under cl 8(1), which provides for immediate termination without notice and contains no corresponding right to payment. The terms of the parties' August Agreement therefore would not have supported the asserted entitlement to \$3,600 even if CPL had managed to prove solicitation.

34 The claim for \$7,920 raises a separate difficulty concerning what loss the alleged solicitation caused. Proof that Ms R solicited private lessons would not, by itself, establish that she caused S to leave CPL entirely. If the mother had already decided independently to withdraw S, solicitation of the subsequent engagement would not make Ms R responsible for fees which CPL had lost through that earlier decision. Conversely, the fact that Ms R taught only Chinese would not prevent CPL from recovering lost fees for all three subjects if her solicitation caused the entire withdrawal. The difficulty is evidential: CPL

supplied no sufficient basis for connecting the alleged solicitation for Chinese tuition with the decision to discontinue English and mathematics classes. Accordingly, even if solicitation of the private engagement were proved, CPL would still have to establish that it caused the withdrawal and the consequent loss of fees, but CPL has not proved that connection.

35 The calculation of that loss presents even further difficulties. Mr CR pointed to S's three years of attendance and the possibility that she would have continued until Primary 6. Her attendance history provides some basis for expecting continuation, but the proper period would still require assessment. I was prepared to accept that the monthly fees for Primary 3 would have been \$660. Nevertheless, those fees represent *revenue*, and any expenditure saved by no longer teaching S would have to be accounted for in assessing CPL's loss. There may have been little or no saving, but CPL did not address that question. Thus, even if solicitation had been proved, the full \$7,920 would not have been justified merely by multiplying the monthly fees by 12.

36 Finally, as regards the last substantive claim for \$316 in advertising expenses, I would also note that, even if solicitation had been proved, it equally lacks sufficient proof of the expenditure said to have resulted from Ms R's alleged conduct. The invoice that was produced by CPL is dated 16 November 2025 and records \$316.10 for an advertisement placed before CPL discovered the private lessons or terminated her appointment. When asked about this at the hearing, Mr CR explained that CPL advertised again after the termination and relied on the earlier invoice because the price was consistently about \$316. That explanation accounts for his use of the invoice, but the invoice still concerns a different transaction. His assertion that a later advertisement was placed was not accompanied by further particulars identifying that advertisement or its actual

charge. Certainly, the earlier price may indicate what another advertisement might have cost. However, it does not substantiate the expenditure claimed for replacing Ms R. Even assuming a breach which necessitated her replacement, I would not have been satisfied that CPL had proved that loss.

37 For these reasons, I dismiss CPL's claim in full. The amounts sought for filing fees, attendance expenses, and legal advice obtained for these proceedings are matters of costs and disbursements. Since CPL's claim fails, I do not award those amounts. Further, taking into account the matter as a whole, I also make no order as to costs or disbursements in Ms R's favour.



Jared Kang Chern Wey
Tribunal Magistrate



The claimant in person;
The respondent in person.
