IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 7

Small Claims Tribunals — Claim No 17165 and Counterclaim No 1271 of 2025

Between

JFY

… *Claimant*

And

JFZ

… *Respondent*

GROUNDS OF DECISION

[Courts and Jurisdiction — Small Claims Tribunals — Jurisdiction — Time]

JFY
v
JFZ

[2026] SGSCT 7

Small Claims Tribunals — Claim No 17165 and Counterclaim No 1271 of 2025
Tribunal Magistrate Jared Kang Chern Wey
27 January 2026

15 April 2026

Tribunal Magistrate Jared Kang Chern Wey:

1 This dispute arose from a contract for photography services. The claimant had engaged the respondent for a commercial interior shoot. The claimant subsequently lodged a claim in the Small Claims Tribunals ("SCT") seeking a money order for $5,715, being the deposit it had paid. The respondent resisted the claim and also lodged a counterclaim for the unpaid balance he said remained due under the contract. The central issue before me was whether the SCT had jurisdiction at all.

2 I heard the parties on 27 January 2026. At the outset, I explained to the parties that the SCT's jurisdiction is constrained by statute, and that one such constraint is the two-year time limit in s 5(3)(*b*) of the Small Claims Tribunals Act 1984 ("SCTA"). I further explained that, if the claim or counterclaim had been brought after two years from accrual of the cause of action, I would have

no jurisdiction to decide the dispute even if I wished to. After I heard both parties on this jurisdictional issue, I concluded that both the claim and counterclaim were out of time and had to be discontinued. I gave parties brief reasons orally to that effect. These are the full grounds of my decision.

Background

3 It was common ground that the parties had entered into a contract in early November 2022. The contract was recorded in a signed quotation for photography services, which had been signed around 3 November 2022. Shortly thereafter, the respondent conducted two shoot days, on 5 and 26 November 2022. The parties did not dispute that a third shoot day, which formed part of the agreed scope, never took place.

4 Following the first two shoot days, the parties reached an impasse over payment and completion. the respondent took the position that the signed quotation required the claimant to pay the remaining 50% balance within 15 days from commencement of the job, and he maintained that he was entitled to suspend further work and withhold final deliverables until payment was made. The claimant disagreed. It maintained that final payment was only due upon completion of the full scope of work, including the third shoot and final delivery of edited, high-resolution images, and it objected to additional charges that the respondent sought to impose. Those additional charges included late-payment interest to which the respondent believed he was contractually entitled to receive as well as a further charge for a service which the claimant wanted rendered and believed to be part of original agreed scope, but which the respondent believed to fall outside the scope of what was agreed.

5 That impasse was never resolved. Communications continued for some time, but the parties remained entrenched in their respective positions, and the project did not progress to completion. The claimant eventually lodged the present claim in the SCT on 8 August 2025 seeking a refund of $5,715. The respondent subsequently lodged his counterclaim on 21 September 2025 seeking payment of sums he said remained due under the contract.

The jurisdictional issue

6 The SCT's jurisdiction is entirely statutory and limited. One such limitation arises from s 5(3)(*b*) of the SCTA. Section 5(3) provides:

> **Jurisdiction of tribunal**
>
> **5.**—(3) Except where this Act expressly provides otherwise, the jurisdiction of a tribunal does not extend to a claim —
>
> (*a*) the value of which exceeds the prescribed limit; or
>
> (*b*) after the expiry of 2 years after the date on which the cause of action accrued.

7 It is important to start by distinguishing the effect of s 5(3)(*b*) from limitation as it functions under the Limitation Act 1959 ("LA"). In the ordinary civil courts, limitation typically operates as a defence: a defendant may plead and prove it, and there are doctrines and statutory exceptions that sometimes postpone limitation periods in specific circumstances.

8 The SCTA's time limit operates differently. It does not function as a defence, but as a boundary on the tribunal's competence. Once the cause of action has accrued, the two-year jurisdictional clock starts to run, and once that clock runs down, the SCT is no longer empowered to determine the cause of action. At such point, the cause of action may or may not also be time-barred by application of the LA. That is a separate question. If it is not time-barred, the claimant in the SCT may bring their claim elsewhere—likely the Magistrates'

Courts—where there is no restriction akin to that found in s 5(3)(*b*). If it is time-barred, the usual consequences of limitation follow.

9 Understanding this distinction is crucial because s 5(5) of the SCTA provides that, if a tribunal is of the opinion that a claim lodged is beyond its jurisdiction, it *must* discontinue the proceedings. This is non-optional. By contrast, limitation is a defence that must be specifically pleaded (s 4 of the LA). Accordingly, courts are not obliged to consider it if it has not been pleaded; and, as a corollary, where parties have a claim and counterclaim which they both know (or suspect) are time-barred, but they nonetheless want their dispute to be adjudicated, it is perfectly permissible for them to agree to drop their respective limitation defences in order to obtain a decision on the merits (see, *eg*, *The Oxford Architects Partnership v The Cheltenham Ladies College* [2006] EWHC 3156 (TCC) at [15] where Mr Justice Ramsey said: "A party is not obliged to rely on a statutory limitation defence but is generally entitled to do so. It is possible for a party to agree that it will not rely on a statutory limitation defence or for the parties to agree that a statutory limitation defence will apply from an agreed date, for instance in a standstill agreement").

10 The SCTA does not permit such an approach. Parties cannot confer jurisdiction by agreement, acquiescence, or by framing their dispute in a particular way. There is also nothing in the SCTA which permits the tribunal to extend time. As such, even if parties prioritised ongoing communications, goodwill, or attempts to settle, that does not allow time to be paused. While attempts at settlement may be sensible and are often encouraged, they simply cannot preserve SCT jurisdiction if two years elapse. This may seem harsh to the average litigant. What if a litigant files his claim just over two years after his cause of action accrues? Why should he be kept out of the SCT when his claim is not even time-barred under the LA? Does the law not recognise that,

even though this litigant may notionally choose to bring his claim elsewhere—the Magistrates' Court, for example—practical realities and disproportionality render this a Hobson's choice?

11 I appreciated all of these potential criticisms. However, they could not change the analysis. Section 5(3)(*b*) reflected a deliberate legislative choice to make the SCT a forum not only for modest-value disputes, but also for relatively prompt ones. The SCT's processes are streamlined, its evidential procedures are simplified, and its accessibility rests in no small part on keeping disputes recent, tractable, and capable of sound resolution without the procedural and evidential mechanisms available in ordinary civil court proceedings. A fixed jurisdictional window contributes to that design. If parties wait beyond that window, the SCT is not empowered to make an exception just because the sum is small, because the dispute is sympathetic, or because recourse to another court might feel disproportionate. Those considerations may explain why Parliament might be petitioned to reconsider the law, but they do not supply a legal basis to depart from the model chosen.

12 Once this was understood, the questions I had to answer were simple. When did the claimant's cause of action accrue, and when did the respondent's cause of action accrue?

13 The legal principles on accrual in contract are settled. A cause of action in contract generally accrues at the time of breach. In other words, time starts to run once an obligation has fallen due and is not performed as required. The gist of the action is the *breach*; accordingly, it is not postponed by the later realisation of losses or by later crystallisation of the issues in dispute. This is why it is conceptually possible to sue at the moment of breach even if only nominal damages can then be shown. The same idea applies whether the

breached obligation concerns payment, delivery of agreed outputs, or otherwise. The task is to identify the obligation relied upon and then to identify the moment at which performance became due and was not rendered.

14 Service contracts can, however, raise questions as to which obligation is the relevant one. Sometimes, a contract requires the service provider to achieve an end state (completion by a target date). Sometimes, the contract is structured in stages (milestones), such that a breach can occur at the point a particular stage is not performed as required. Other times, there can also be a refusal to continue performance absent a disputed condition. In such cases, if the demand is not authorised by the contract, the refusal can itself amount to a breach because it represents a failure to render performance when it *actually* became due. In each case, the central point remains the same: accrual turns on breach, and breach turns on whether the contract required performance at that time.

15 It is also useful to note that, in cases involving non-performance or incomplete performance (as opposed to substandard performance), any ongoing refusal by the defaulting party to perform does not postpone the accrual of the cause of action. Of course, such refusal may bear on the question of accrual if, on a proper construction of the relevant contractual obligations, it can be said that the continued refusal to perform constituted fresh breaches giving rise to fresh causes of action. Most contract-for-services disputes, however, do not fall into that category. A failure to complete by an agreed or reasonable time, or a refusal to proceed unless paid on contested terms, is typically a completed breach with continuing *consequences*; it does not regenerate the accrual date each day that performance remains outstanding.

16 I applied these principles first to the claimant's claim. The claimant sought a refund of the $5,715 deposit it paid to the respondent. Its pleaded case

and evidence at trial was that the respondent had not completed—and refused to complete—the contracted scope of works in respect of which the $5,715 deposit was paid. The claimant's position was that the contract contemplated three shoot days, followed by selection and iterative editing, culminating in final deliverables satisfactory for high-resolution publication. On that account, the alleged breach was the non-completion of the work and the refusal to proceed without imposing demands which the claimant, on its understanding of the contract, did not accept. The claim therefore accrued when the respondent had first failed to continue performance as the claimant says was required, and when the claimant had first become entitled to sue for completion or for relief arising from non-completion.

17 The evidence pointed firmly to accrual before 8 August 2023. The contract had been entered into around 3 November 2022. The respondent then conducted two shoots, on 5 and 26 November 2022. Thereafter, the parties reached an impasse about whether the balance payment was due within 15 days of commencement (as the respondent asserted) or only upon completion of all work and delivery of final files (as the claimant asserted). That impasse was not merely a minor billing disagreement. It extended to whether the respondent would even proceed with further work (including the third shoot and editing) absent payment. Once the respondent had taken the position that he would not proceed unless the claimant complied with his payment interpretation (and also paid additional charges), the claimant had already had a complete basis to sue if it believed that position was a breach of contract.

18 Further, the claimant's own evidence was that it had informed the respondent around February 2023 that the third shoot should be carried out by April 2023. On the claimant's framing, therefore, the latest expected time for performance of the third shoot was April 2023. If, by that point, the third shoot

still had not occurred because the respondent continued to refuse to proceed on the claimant's terms, then the claimant's cause of action had certainly accrued. Even if one were more generous and treated the project as having drifted, the claimant adduced a 28 July 2023 letter in which the respondent issued a formal deadline and threatened legal action. This showed that the parties' disagreement had by then become entrenched and adversarial. In either case, the claimant had had the right to sue well before 8 August 2023, and its filing on 8 August 2025 was therefore outside the two-year jurisdictional window.

19 I then applied the same principles to the respondent's counterclaim. On his case, the contract required the claimant to pay the remaining 50% balance within 15 days of commencement. He treated commencement as 5 November 2022—the date of the first photoshoot—and therefore treated the balance as due by about 20 November 2022. If that was correct, his cause of action for unpaid balance had accrued the moment the due date passed without payment. The fact that he continued communicating with the claimant in an attempt to persuade them to his view of the contract did not alter the accrual date. A creditor's indulgence does not extend time. If the claimant had had the right to sue in November 2022, then s 5(3)(*b*) meant the SCT could only have entertained that claim if it had been brought by November 2024.

20 At trial, the respondent suggested that time should instead be counted from the "last communication" between the parties, which was an email he sent to the claimant on 31 August 2023. I did not accept that contention. The "last communication" may be relevant evidence of when negotiations ended, but it does not bear on the principles relating to accrual. Moreover, although the respondent, on one hand, attempted to rely on such communication as the date of accrual, on the other, he also accepted that the claimant had breached the contract once payment had not been made after 15 days. That concession meant

that his own position fixed accrual in November 2022. If so, his counterclaim filed on 21 September 2025 was well outside the two-year window, and his counterclaim was therefore also beyond the SCT's jurisdiction.

Conclusion

21 For these reasons, I concluded that both the claim and the counterclaim had been brought after the expiry of two years from the date their respective causes of action had accrued. Section 5(3)(*b*) therefore excluded the dispute from the SCT's jurisdiction. Once I formed that view, s 5(5) required that I discontinue the proceedings and I did so accordingly. I expressed no view on the underlying merits.

22 As a closing remark, I would add one observation. Disputes of this kind—straightforward contract-for-services disagreements involving a few thousand dollars—are precisely those the SCT was designed to resolve. But the statutory design has a consequence that lay parties do not always appreciate: a claimant may have a perfectly viable civil claim that is not time-barred under the LA, yet still be unable to bring it in the SCT because the SCT is simply not empowered to hear it after two years from accrual. The practical result is that parties who cannot settle may be left with the Magistrates' Courts as the appropriate forum, and that can feel, and often be, disproportionate to the sum and issues in dispute. I do not record this as a criticism of the parties before me, but as a more general caution about the SCT's legislative design.

23 Disputants in low-value matters will do well not sit on their hands for too long. Attempting settlement is often sensible, and it is desirable that parties try to resolve disputes without litigation where possible. But parties must remain conscious that goodwill and prolonged correspondence do not preserve the

SCT's jurisdiction when settlement discussions fail. Once a dispute has reached an impasse and it is apparent that positions are entrenched, parties should consider bringing a claim promptly within the two-year period if they wish the SCT to determine the matter. Otherwise, they may find themselves outside the SCT's statutory remit and compelled to pursue (or resist) the dispute in the ordinary courts, or to drop hands, not because the claim lacks merit, but because their intended forum is no longer available.

Jared Kang Chern Wey
Tribunal Magistrate

The claimant in person;
The respondent in person.
