

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2025] SGHC 207

Registrar's Appeal from the State Courts No. 14 of 2025

Between

Circles Life Asia Technology Pte Ltd

... Appellant

And

SearchAsia Consulting Pte Ltd

... Respondent

GROUND S OF DECISION

[Contract — Contractual terms — Rules of construction]

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**Circles Life Asia Technology Pte Ltd
v
SearchAsia Consulting Pte Ltd**

[2025] SGHC 207

General Division of the High Court — Registrar's Appeal from the State
Courts No. 14 of 2025
Choo Han Teck J
6 October 2025

16 October 2025.

Choo Han Teck J:

1 Circles Life Asia Technology Pte Ltd (“Appellant”) is a company in the business of providing telecommunication services. SearchAsia Consulting Pte Ltd (“Respondent”) is a company providing recruitment services. The Respondent recommends suitable candidates for roles which its clients seek to fill. In 2022, the Appellant engaged the Respondent to recommend candidates for certain roles. The terms governing the provision of recruitment services by the Respondent are set out in the Terms of Service dated 12 July 2022 (“Terms of Service”).

2 In February 2023, the Appellant sought the Respondent's assistance to find a suitable candidate to fill the position of “Head of Legal”. On 10 March 2023, the Respondent submitted the resume of an individual (“Ms C”) for the Appellant's consideration for the position of “Head of Legal”. After the

Appellant interviewed several candidates, it decided to hire another candidate (“Mr S”) — not recommended by the Respondent. On 30 August 2023, it informed the Respondent that the position of “Head of Legal” had been filled, and that Ms C had not secured the position.

3 Shortly after Mr S commenced his employment with the Appellant, the Appellant decided that he was not suitable for the company. As such, while Mr S was still employed by the Appellant, it began searching for another candidate to replace Mr S as “Head of Legal”.

4 On 30 October 2023, the Appellant informed the Respondent that it was reconsidering Ms C for the “Head of Legal” position and sought the Respondent’s assistance to enquire as to whether Ms C was still available to take up the position. Ms C responded in the affirmative, and she commenced employment with the Appellant on 1 October 2024.

5 The dispute between parties concerns whether the Respondent was entitled to a placement fee under the Terms of Service in respect of Ms C’s employment by the Appellant. The relevant clause in the Terms of Service is set out below:

4 ... Should an introduction, whether verbal or by resume, result in an engagement, within twelve months, with the Client or with other divisions or related or associated companies, the Client will be liable to pay Recruit Legal a fee in accordance with Clause 7 (Fees Payable) below.

6 In the court below, the District Judge (“DJ”) found that the Respondent was entitled to such a placement fee. The DJ held, *inter alia*, that the term “introduction” as used in the Terms of Service refers to the point that a candidate is suggested in respect of a “hiring cycle”. The DJ found that the “introduction”

for Ms C’s eventual employment occurred on 30 October 2023 when a fresh “hiring cycle” took place. Given that Ms C commenced employment on 1 October 2024, within one year of her “introduction” to the Appellant, the Respondent was entitled to the placement fee.

7 On appeal, parties agree that the central issue relates to the definition of “introduction” in the Terms of Service. The Appellant is dissatisfied with the DJ’s view that the interpretation of “introduction” should be limited to a “hiring cycle”. Instead, counsel for the Appellant submits that “introduction” should be understood to refer to the initial introduction of Ms C to the Appellant. Counsel for the Respondent submits that parties could not have intended for “introduction” to simply refer to a one-off introduction, and that an “introduction” is with respect to a particular candidate being considered for a particular role whenever a new “hiring cycle” begins.

8 I agree with counsel for the Respondent. “Introduction” within the Terms of Service should not strictly be construed based on its dictionary definition out of its proper context. Under the Terms of Service, “introduction” must refer to the introduction of a candidate pursuant to a “hiring cycle”.

9 As held by the Court of Appeal in *Sembcorp Marine Ltd v PPL Holdings Pte Ltd* [2013] 4 SLR 193 at [72], when interpreting a contract, the court may have regard to the relevant context as it places the court in the best possible position to ascertain the parties’ objective intentions. A placement fee, pursuant to an “introduction” made by the recruitment agency, is generally paid to reward the recruitment agency for successfully facilitating the employment of a candidate. Thus, an “introduction” takes place whenever a recruitment agency is requested to facilitate the employment of a candidate. This occurs when a

recruitment agency is asked to suggest a suitable candidate for a particular role pursuant to a hiring cycle.

10 On 30 August 2023, the Appellant informed the Respondent that the Appellant had decided to proceed with another candidate, and therefore would not be proceeding with Ms C. However, on 30 October 2023, the Appellant reached out to the Respondent to ask if Ms C was available to take up the position she had initially applied for. The position that Ms C had applied for in March 2023 was filled by Mr S and the Appellant was now seeking to replace Mr S. Thus, when the Appellant contacted the Respondent on 30 October 2023, it was engaging the Respondent in a new hiring cycle.

11 Moreover, when the Appellant was considering Ms C to be Mr S' replacement, the Appellant did not directly communicate with Ms C. Rather, the Appellant communicated with the Respondent. This act of communication constituted a fresh request of the Respondent's services. Indeed, the Respondent played a facilitative role in liaising with both the Appellant and Ms C to secure Ms C's eventual employment with the Appellant. The assistance rendered by the Respondent in this case is precisely the sort of assistance which warrants the reward of a placement fee.

12 As such, I uphold the DJ's findings that "introduction" refers to the point at which a candidate is suggested in respect of a "hiring cycle" and that in the present case, a fresh "hiring cycle" commenced on 30 October 2023. As such, the Respondent is entitled to a placement fee, as set out in the Terms of Service.

13 The appeal is dismissed. Parties are to file submissions on costs within seven days.

- Sgd -
Choo Han Teck
Judge of the High Court

Lin Yuankai, Lee Koon Foong, Adam Hariz and Kirsten Siow
(Premier Law LLC) for the appellant;
Wee Heng Yi Adrian and Heng Zer Lyn Rebecca (Lighthouse Law
LLC) for the respondent.
