TWC2
transient workers count too

Agency law and the realities of recruitment

Can employers be held liable for promises made and fees charged by agents?

November 2026



0. Contents

I	Introduction	2
II	Singapore's agency law	
	2.1 Overview	4
	2.2 Agency based on apparent authority	5
	2.3 Agency by estoppel	7
III	Case studies	
	3.1 Case study 1 - Jamal	8
	3.2 Case study 2 - Raju	11
	3.3 Case study 3 - Hussein	13
	3.4 Case study 4 - Rahim	15
IV	Thematic issues	
	4.1 Absence of direct employer contact	17
	4.2 Multiple intermediaries; fragmented representations	18
	4.3 Burmese workers: platform-based recruitment	19
	4.4 Chinese workers: formalised intermediary systems	19
V	Conclusion and reform	21
VI	Appendix	22

Transient Workers Count Too
Singapore

www.twc2.org.sg
info@twc2.org.sg

© Transient Workers Count Too

Nov 2026

I. Introduction

Migrant workers coming to Singapore frequently rely on a complex network of intermediaries to secure employment. These intermediaries may include licensed employment agencies, informal village recruiters, supervisors, training centres, relatives, co-workers and online recruiters. During the recruitment process, workers are often promised specific salaries, work conditions or job scopes. In hopes of securing employment and improving the lives of their families, many workers fork out huge sums of money, often amounting to several thousand dollars, as agent fees in order to come to Singapore. Yet upon arrival, they discover that the true salary or nature of the job differs substantially from what had been represented to them. When disputes subsequently arise, employers frequently deny responsibility on the basis that the relevant representations were made by independent "agents" rather than by the company itself. The intermediaries meanwhile become uncontactable, deny responsibility, or claim merely to have relayed information, leaving the workers with no recourse.

What results is a significant accountability gap within migrant worker recruitment systems, where employers often benefit from extensive intermediary recruitment networks while simultaneously distancing themselves from responsibility for the representations made through those same networks.

This paper explores whether the legal doctrine of agency may provide a means of bridging this gap by legally attributing the promises of recruitment intermediaries to employers.

The faces in the cover picture were AI-generated.
Any resemblance to any real person is unintended.

An "agent" is commonly understood as someone whose job is to deal with business for someone else.[1] Its legal meaning is narrower and connotes the relation which exists where one has the authority or capacity to create legal relations between a person occupying the position of principal (in our case, the employer) and third parties (in our case, the migrant worker).[2]

The legal significance of establishing an agency relationship is substantial. Once established that the intermediary had the authority to act on behalf of a principal, the intermediary's acts and representations may legally bind the principal. [3] In the migrant worker context, this may potentially overcome the accountability problem where employers refuse to take responsibility for promises made during recruitment by claiming that these statements were made only by informal intermediaries.

First, this paper will analyse the legal principles governing agency under Singapore common law, examining sources such as case law and academic commentary.

Second, the paper draws upon interviews conducted with 18 migrant workers from Bangladesh, Myanmar and China employed in Singapore. The interviews focused on the workers' recruitment experiences, including how employment was secured, the role played by intermediaries, the representations made regarding salary and job scope, the payment of recruitment-related sums, and the extent of direct contact with employers. The interviews are qualitative in nature and several are used as case studies for legal analysis.

The interview findings are analysed against the doctrinal requirements of agency law in order to examine whether legal agency relationships may arguably be established in the workers' situations. Particular attention is paid to whether employers may be bound through apparent authority or broader estoppel-based principles despite the absence of direct communication between employers and workers.

The paper then seeks to identify recurring themes across the interviews to identify the realities and systematic issues in migrant worker recruitment which may hinder the application of current agency laws.

Finally, the paper concludes with suggesting a structural reform of the recruitment system to include a centralised job-matching system, in order to reduce many of the agency-related difficulties identified throughout the paper.

[1] Cambridge Dictionary, sv 'agent'.

[2] International Harvester Co of Australia Pty Ltd v Carrigans Hazeldene Pastoral Co (1958) 100 CLR 644 (HC, Aust) at 652; Town of Timmins v Brewers' Warehousing Co Ltd [1962] OR 536 (CA, Ont) at 539–540.

[3] 'Chapter 15: Law of Agency' in Singapore Law Watch accessed 30 May 2026.

II. Singapore's agency law

2.1 Overview

An agency relationship may arise through several types of authority: (1) express authority, (2) implied authority, and (3) apparent authority.

Express authority

The most obvious way to create an agency relationship is by express consent or authorization. Express agency is created where the principal, or some person authorised by him, expressly appoints the agent, whether by deed, by writing under hand, or orally.[4]

Implied authority

Another way in which an agency relationship can be created is where the authority of the agent is implied. Absent express words by the principal, an agency relationship exists when the acts of the principal and the agent make it clear that the principal has consented to the agent having a degree of authority, to the agreement of the agent. Such agreement, in other words, is inferred from the conduct of the party and the circumstances of the case.

Apparent authority

Express and implied authority are forms of actual authority, arising from the principal's consent to the agent acting on his behalf. However, even where no actual authority has been conferred, a principal may nonetheless be bound by the acts of another through the doctrine of apparent authority. Apparent authority arises where the principal, by words or conduct, represents to a third party that the agent possesses authority to act on the principal's behalf, and the third party relies on that representation. In such cases, the principal may be precluded from denying the agent's authority notwithstanding the absence of any actual authorisation.

The doctrine is commonly explained through the principle of estoppel: where a principal has created the appearance of authority upon which a third party has relied, it would be inequitable for the principal subsequently to deny the existence of that authority.

Agency by estoppel

Apparent authority is closely connected to the doctrine of estoppel. At the broadest level, estoppel means that equity intervenes to estop the putative principal from denying as against a third party that another was its agent if in the circumstances, it would be unconscionable for the putative principal to do so.[5] The traditional framework of estoppel examines three elements which must be found to be satisfied, namely (a) a representation by the person against whom the estoppel is sought to be raised; (b) reliance on such representation by the person seeking to raise the estoppel; and (c) detriment.[6] This is similar to the doctrine of apparent authority, which comes about where the principal, by words or conduct, has represented that the agent has the requisite actual authority, and the party dealing with the agent has

[4] Halsbury's Laws of Singapore vol 15, Partnership and Agency (LexisNexis Singapore) ch 5, para 180.175.

[5] The "Bunga Melati 5" [2016] SGCA 20, [12].

[6] Ibid at [12]

entered into a contract with him in reliance on that representation. In this case, the principle is precluded from denying that authority existed.[7]

However, the precise relationship between apparent authority and agency by estoppel remains unsettled.

One view is that apparent authority and agency by estoppel are effectively interchangeable in both substance and scope. On this approach, agency by estoppel does not exist as a distinct doctrine extending beyond orthodox apparent authority principles. Consequently, in order to establish agency by estoppel, the same legal requirements applicable to apparent authority would need to be satisfied, including the requirement that there be a representation attributable to the principal that the agent possessed authority to act on the principal's behalf.

A broader view, however, suggests that apparent authority is merely one subset of a wider doctrine of agency by estoppel grounded in broader estoppel principles. Under this approach, liability may potentially arise even where no clear representation of authority has been made by the putative principal. As observed in The Bunga Melati 5, certain authorities and academic commentary suggest that a person may in some circumstances be held liable as a principal notwithstanding the absence of any direct manifestation of authority to the third party, although the precise scope of such situations remains uncertain. The Court of Appeal in The Bunga Melati 5 ultimately declined to determine whether agency by estoppel exists as a distinct doctrine separate from apparent authority.

The scope and doctrinal basis of such broader estoppel-based liability therefore remain uncertain. Nevertheless, the possibility of liability arising in the absence of a direct representation is particularly significant in the context of migrant worker recruitment, where workers frequently rely upon fragmented intermediary networks despite having little or no direct contact with employers.

[7] Tribune Investment Trust Inc v Soosan Trading Co Ltd [2002] 2 SLR(R) 407, [48]

Focus of Paper

This paper will focus primarily on agency by apparent authority and the broader doctrine of agency by estoppel. This is because the fragmented and informal nature of transnational recruitment networks, and limited contact with employers make it evidentially difficult to establish express or implied authority. The more relevant legal question is therefore whether employers may nonetheless be bound where they have, through their conduct, created or permitted the appearance of authority upon which workers relied. This is especially where employers benefit from the resulting employment relationship while simultaneously distancing themselves from the representations that induced workers to migrate and accept employment in Singapore.

2.2 Agency based on apparent authority

In order to prove the existence of apparent authority, the onus is on the party seeking to bind the principal to the agent's conduct to prove the following legal elements:

1. a representation that the agent has authority to enter on behalf of the company into a contract of the kind within the scope of the apparent authority, sought to be enforced was made to the contractor;
2. such a representation was made by a person or persons who had "actual" authority to manage the business of the company either generally or in respect of those matters to which the contract relates;
3. the contractor was induced by such representation to enter into the contract,

4. under its Memorandum or Articles of Association the company was not deprived of the capacity either to enter into a contract of the kind sought to be enforced or to delegate authority to enter into a contract of that kind to the agent.[8]

Representation

With regard to the first and second elements, establishing apparent authority requires affirmative conduct amounting to a representation of authority by the principal.[9] As to the element of representation, there are two recognised forms.

The first type of representation creates what may be called 'genuine apparent authority'. Here, the principal makes a specific representation that the agent possesses authority, upon which the third party subsequently relies. Such a representation may be made expressly, whether orally or in writing, or impliedly through conduct, for example by entrusting the agent to do negotiations on the principal's behalf.[10]

The second type is more general in nature, arising when the principal puts the agent in a role which would ordinarily carry authority to perform certain acts as part of the principal's business.[11] For instance, appointing someone as a managing director can possibly amount to a representation that the person has authority to perform acts ordinarily within the scope of a managing director's functions. In such situations, evidence would still be required to establish the usual scope of authority associated with that role in companies of the relevant nature.[12]

Beyond these two recognised forms, there also exists a limited exception. While a representation made solely by the agent regarding the extent of his own authority will generally not amount to a representation of authority, liability may nonetheless arise where the principal knowingly permits the agent to represent himself as possessing authority and subsequently accepts the benefits of the transaction. In such circumstances, the agent's conduct may effectively become a representation attributable to the principal.[13] For instance, in Chien Chung Ming v Kay Hian & Co Pte & Anor [1991] 2 SLR(R) 882, [1992] 1 SLR 242 (HC), even after the company became aware of the agent's wrongdoings, the first defendant chose not to enquire into the ownership of the shares sold on the instructions of the second defendant. The first defendant then set off the sale proceeds against the debts due from the second defendant or her other clients thereby furthering their own interest. The court accordingly held that apparent authority had arisen.

Agent acting in own interests

Where an agent contracts on behalf of the principal within the scope of authority conferred upon him, the principal generally cannot avoid liability merely because the agent was acting partly or wholly in his own interests, provided the third party acted bona fide.[14] Thus, even where the agent derives personal benefit from the transaction,

[8] Freeman & Lockyer v Buckhurst Park Properties (Mangal) Ltd [1964] 2 QB 480 (CA) 506 (Diplock LJ); Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd ("Skandinaviska") [2009] 4 SLR(R) 788, [80].

[9] Bailey and Whites Ltd v House (1915) 31 TLR 583 (DC).

[10] Skandinaviska, [77].

[11] Ibid, [77].

[12] Egyptian International Foreign Trade Co v Soplex Wholesale Supplies Ltd ("The Raffaella") [1985] 2 Lloyd's Rep 36.

[13] Chien Chung Ming v Kay Hian & Co Pte & anor [1991] 2 SLR(R) 882, [1992] 1 SLR 242 (HC).

[14] Hambro v Burnand [1904] 2 KB 10 (CA)

the principal may still be bound if the transaction objectively fell within the agent's authority.

2.3 Agency by estoppel

Broader Doctrine of Estoppel

As mentioned previously, the doctrine of apparent authority is often explained through the principle of estoppel, although the precise relationship between the doctrine of apparent authority and the doctrine of agency by estoppel remains unclear. Under the traditional doctrine of apparent authority, four requirements need to be satisfied, including a representation by the principal that the agent was authorised to act on its behalf.

There is academic support for the view that broader estoppel principles may apply in agency situations where orthodox apparent authority is difficult to establish.[15] Two categories of such situations have been identified. Both involve cases where a third party makes a detrimental change in position (such as entering into a contract) believing that another person is acting with authority on behalf of a principal, even though no clear representation of authority can be identified under ordinary apparent authority principles.

For the first category, courts have sometimes been willing to see an estoppel based on the breach of duty of care by the negligence of a person in facilitating or failing to take reasonable steps to prevent situations in which a third party might be led to assume that a person was authorised, even though there was no manifestation that this was so ("estoppel by negligence").[16] Where negligence has arisen in an estoppel context, courts look for a duty of care towards the third party. It is not clear whether the criteria applied are the same as those required for a tort action for pure economic loss, which is what is normally caused in such cases. The view in Bowstead and Reynolds on Agency seems to be that they are; and that the other requirements of estoppel (clarity of representation (where relevant), reliance and detriment) will also be required.[17]

The second category, estoppel by acquiescence, arises where there was initially no representation of authority by the principal, but the principal's later conduct suggests acceptance or adoption of the transaction. In such situations, the principal's subsequent behaviour may make it unfair for them to later deny that authority existed.[18]

[15] Peter G Watts, Bowstead and Reynolds on Agency (19th edn, Sweet & Maxwell 2010) para 2-101.

[16] Pacific Carriers Ltd v. BNP Paribas (2004) 218 C.L.R. 451 (HCA).

[17] Peter G Watts, Bowstead and Reynolds on Agency (19th edn, Sweet & Maxwell 2010) para 2-102.

[18] Peter G Watts, Bowstead and Reynolds on Agency (19th edn, Sweet & Maxwell 2010) para 2-103.

III. Case studies

3.1 Case study 1 - Jamal

Jamal (not his real name) from Bangladesh first came into contact with the relevant recruitment intermediary while he was working in Singapore. During this time, he met a friend from the same city in Bangladesh, Dhaka, and asked the friend to recommend a "good agent" who could assist him in finding employment. The friend subsequently provided him with the contact number of a Bangladeshi agent from Jamalpur.

Jamal then contacted the Bangladeshi agent and informed him that he had knowledge of electrical work and was looking for employment with an electrical company in Singapore. The Bangladeshi agent agreed to help him secure such employment and subsequently communicated with the relevant representatives in Singapore, which Jamal called "company managers". They were two Malaysian Chinese women according to Jamal.

Prior to arriving in Singapore, Jamal did not communicate directly with the two company managers except on a single occasion. Throughout the recruitment process, he dealt primarily with the Bangladeshi man, who acted as the intermediary between him and the company managers.

It was only during the job interview that he had directly spoke with the company managers for the first time, through a group audio call involving himself, the Bangladeshi man, and the two company managers. During the call, one of the managers described the company as an "electric company" and a "very good company". She also discussed salary expectations with him and asked how much salary he required. According to Jamal, a salary of $25 was discussed during the call. Following this conversation, he signed a document described as a "letter of commitment" (picture in annex) with the Bangladeshi agent stating that the salary would be $25 per day.

Subsequently, an In-Principle Approval ("IPA") was issued for Jamal's employment in Singapore. However, the IPA reflected a salary of $22.92 rather than the previously discussed salary of $25. Jamal questioned the Bangladeshi agent about this discrepancy, who reassured him by stating that "never mind, the boss just write $22.92 only". Jamal believed the agent, accepted this explanation and continued with the recruitment process.

After arriving in Singapore, the Bangladeshi agent provided him with the contact numbers of the two managers and instructed him to communicate with them directly thereafter. To his dismay, Jamal was assigned to rebar casting work within the construction sector upon commencement of employment, vastly different from the electrical work that he had agreed upon. He was also not paid according to the previously discussed salary of $25.

Jamal subsequently contacted the Bangladeshi agent to ask about both the salary discrepancy and the nature of the work he had been assigned. He questioned why he had been sent to a river casting company despite believing that he had agreed to electrical work. In response, his agent repeatedly denied that the company was a rebar casting company and insisted that it was an electrical company. After approximately two days of such communications, the agent stopped responding to his calls and messages altogether.

Jamal then attempted to contact the two company managers directly through calls and messages. He demanded that they return the $2200 agent fee he had paid and informed them that he would return to Bangladesh if the money was refunded. According to him, the managers responded by stating that he had no proof of payment. Jamal also attempted to obtain the company's office address in order to meet them personally. However, he stated that the managers repeatedly refused to provide him with an address, replying only that they were "not in office".

Jamal further stated that one of the managers subsequently sent him messages indicating that the "boss is very angry with you" and that the manager had "already tried talking to him". According to Jamal, he thereafter received a series of messages attempting to persuade him to comply with the boss's demands and continue working.

Legal analysis

The primary legal argument available to Jamal would be that the employment contract incorporated two terms mentioned during the recruitment process, namely that 1) he would be employed in an electrical company 2) at a salary of $25 per day. Jamal would therefore seek to argue that the employer was contractually bound to those terms notwithstanding the subsequent issuance of an IPA reflecting a salary of $22.92 and his eventual deployment to river casting work. In order to establish this, Jamal would first need to show that the relevant promises made by the intermediaries were attributable to the employer through the doctrine of apparent authority. Thereafter, he would need to establish that those promises were intended to form part of the contractual bargain and were incorporated as terms of the employment contract. Only if both elements are established would Jamal potentially be entitled to sue for damages for breach of contract. In particular, Jamal could potentially claim the difference between the represented salary of $25 and the salary actually paid to him. However, while the salary discrepancy may be comparatively straightforward to quantify, damages arising from his deployment to rebar casting work instead of electrical work may be more difficult to assess unless he is able to demonstrate measurable economic loss arising from the change in job scope.

Whether the managers had apparent authority to make representations

At the outset, there appear to be two possible intermediaries who may qualify as agents for the purposes of apparent authority:

1. the Bangladeshi man who primarily communicated with Jamal throughout the recruitment process,
2. the two company managers who participated in the interview and later communicated with him regarding his employment.

Of the two, the stronger argument likely concerns the managers rather than the Bangladeshi agent. This is because there is no evidence that the Bangladeshi agent is any way connected to the employer. By contrast, the managers were known by Jamal as representatives of the company, directly participated in the interview process in place of the employer, discussed salary expectations with Jamal, and subsequently continued communicating with him after his arrival in Singapore. It would also be easier to obtain evidence from the company managers as they are situated in Singapore while the agent is uncontactable in Bangladesh.



A migrant worker (right) explains his evidence to a TWC2 officer. He had paid $14,000 in agent's fee for what turned out to be just a 3-month Training Employment Pass job. The official documentation said he would be a shop assistant with a monthly salary of $3,200. He was made to do construction work and he was not paid.

Whether there has been a representation by the employer on the managers' authority

An issue would be whether there has been a representation made by the employer that the managers had the apparent authority to make statements regarding his salary and job scope by employing them as "company managers". The available facts and evidence are likely insufficient to prove this element. First, Jamal would need to prove that the managers were indeed employed as company managers by the employer. This is because the representations have to be made by the principal, not by the purported agents themselves, or by Jamal's own mistaken inference. Based on the facts, there is limited evidence that the employer itself expressly appointed or authorised these individuals as managers. Jamal never met them physically and had little knowledge of the company's internal structure. On top of this, the court would have to be convinced that the manager in this case made statements within the scope of the ordinary role of a manager in a company of a similar type.

In the alternative, Jamal could also argue that there has been a representation made by conduct of the employer. The fact that the recruitment process culminated in the issuance of an IPA and Jamal's successful commencement of work may support an inference that the company accepted and operationalised the recruitment arrangement facilitated through the managers, thereby representing them as possessing authority to enter into recruitment arrangements on the company's behalf. If such authority is established, it could further be argued that the company should be bound by representations made by the managers concerning the ordinary contractual terms of employment, including salary and job scope.

Following Jamal's arrival in Singapore, the managers also continued communicating with him regarding his employment situation, including sending messages stating that the "boss is very angry with you" and that attempts had been made to "talk to him". Objectively viewed, such conduct may support an inference that the employer had permitted the managers to act in a representative capacity in relation to recruitment and worker management. However here, there is insufficient evidence that the representation is attributable to the principal rather than merely asserted by the purported agents themselves.

Whether the representation induced Jamal to enter into the contract

Jamal would also need to show that he relied upon the relevant statements made by the company managers in deciding to enter into the employment arrangement. On the facts, there is a relatively strong argument that the statement regarding both salary and job scope materially induced his decision.

From the outset, Jamal expressly informed the intermediary that he was seeking electrical work in Singapore, showing that this was something he had specifically prioritised during the recruitment process. When the issued IPA reflected a salary of $22.92, Jamal questioned the discrepancy and proceeded after being reassured by the intermediary that "the boss just write $22.92 only", assuring him that the discrepancy was merely formal rather than substantive. Jamal could therefore argue that the statements regarding salary and job scope were at least material factors inducing him to enter into the employment arrangement.

Whether Jamal had accepted the revised salary terms after IPA was issued

The IPA reflected a lower salary of $22.92, and Jamal nonetheless proceeded with the employment arrangement after receiving it. The employer would likely argue that the IPA constituted the operative contractual document and that Jamal objectively accepted the revised salary terms by continuing with the recruitment process.

Jamal's strongest response would be that he specifically questioned the discrepancy and was reassured by the Bangladeshi agent that "the boss just write $22.92 only". He therefore did not necessarily understand the IPA as superseding the earlier agreement regarding salary.

$2,200 agent fee

Separately, Jamal might also seek the return of the $2,200 "agent fee" he had paid. Even if apparent authority were established in relation to recruitment, it is less likely that the collection of recruitment fees would fall within the ordinary scope of the managers' apparent authority. Singapore courts are generally cautious about attributing clearly self-serving or potentially unlawful acts to employers absent stronger evidence of authorisation. The managers could therefore argue that any collection of agent fees was outside the scope of any authority they possessed on behalf of the company.

Nevertheless, a separate contractual arrangement may arguably exist between Jamal and the intermediaries themselves regarding the payment of the "agent fee". On the facts, the payment appears to have been made in consideration for securing employment in Singapore under the promised terms. The alleged consideration for the payment would therefore be the procurement of employment at the represented salary and job scope. However, such a claim would face significant practical and legal difficulties, including uncertainty regarding the identity of the contracting party, evidential problems concerning payment, and the broader issue that overseas recruitment fee arrangements frequently operate informally and outside formal regulatory frameworks.

3.2 Case study 2 - Raju

Raju (not his real name) from Bangladesh had been working in Singapore for almost three years prior to obtaining his current job in the construction sector, which commenced in September 2025. In seeking his current job, Raju was introduced to an Indian intermediary "agent" through a friend, who recommended the agent's contact number to him. Raju subsequently communicated with the agent through WhatsApp messages.

Before the issuance of the In-Principle Approval ("IPA"), Raju dealt exclusively with the agent regarding the proposed employment. During these discussions, Raju informed the agent that he was only willing to perform "electrical helping and driving" work. According to Raju, the agent agreed to these requirements. The agent subsequently arranged a WhatsApp video call interview involving Raju, the employer ("boss"), and the agent himself. During the interview, the agent remained silent while the employer spoke directly with Raju. The employer discussed salary matters with him, although nothing was said regarding the specific type of work Raju would be performing.

Raju subsequently paid the agent an "agent fee" of $1000. However, no written agreement was signed between Raju and the agent. Thereafter, an IPA was issued for Raju's employment in Singapore. According to Raju, he did not notice anything inconsistent in the IPA regarding the employment terms that had previously been discussed.

After arriving in Singapore, Raju discovered that he was being assigned "extra heavy work" which he claimed he had never agreed to perform. He raised this issue directly with the employer. In response, the employer told him: "I already told this to your agent. If you are not happy with this work then go find another company."

Following this conversation, Raju attempted to contact the agent regarding the discrepancy between the work he believed he had agreed to perform and the work he was ultimately assigned. However, the agent failed to provide him with any substantive response and eventually stopped answering his calls altogether approximately two months after Raju's arrival in Singapore. According to Raju, his last contact with the agent occurred in November 2025.

Legal Analysis

Unlike case study 1, the facts here present substantial difficulties in establishing apparent authority. This is because there was no representation by the boss that the agent was authorised to enter into contracts on its behalf. Furthermore, during the

interview, the boss spoke directly with Raju while the agent remained silent. The silence of the agent during the interview weakens the argument that the employer affirmatively held out the agent as possessing authority to negotiate or determine the scope of employment terms on the employer's behalf, let alone enter into employment contracts.

Whether estoppel by acquiescence can be established

However, the fact that the boss stated "I already told this to your agent" when questioned about the requirement to perform extra heavy work suggests that the boss was at least aware that the Bangladeshi agent functioned as a communication intermediary between himself and Rahman regarding the nature of the work. It may appear unfair for the boss to acknowledge and benefit from the agent's role in the recruitment process while simultaneously denying responsibility arising from representations communicated through that same agent.

Nevertheless, it remains legally difficult to establish estoppel by acquiescence on these facts. The boss' statement alone is unlikely to suffice to establish that the agent possessed authority to make representations on the boss' behalf regarding salary or work conditions, particularly absent evidence of an established working relationship between the boss and the agent. At most, the statement suggests that the agent acted as a conduit of information between the parties. As a mere intermediary, the agent would not ordinarily possess authority to independently determine or vary employment terms on behalf of the employer without further evidence that the employer knowingly permitted or acquiesced in such conduct.

Whether estoppel by negligence can be established

The next course of action to consider would then be whether estoppel by negligence can be established.

Duty of care

First, a duty of care is arguably capable of arising on the facts.

Under the framework articulated by the Singapore court of appeal in Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency, the threshold requirement of factual foreseeability is likely satisfied.[19] It would not be far-fetched or fanciful for an employer recruiting migrant workers through intermediaries to foresee that workers may rely heavily on information conveyed through those intermediaries regarding the nature of the work they are agreeing to perform. This is especially so where the worker is overseas and has limited ability to independently verify the accuracy of the information communicated to him.

There is also a plausible argument for sufficient legal proximity between the parties. Although Raju primarily communicated with the agent, the employer directly participated in the WhatsApp interview arranged by the agent and discussed employment matters with Raju personally. More significantly, the employer later stated: "I already told this to your agent." Objectively viewed, this suggests that the employer directly participated in Raju's recruitment process, utilising the intermediary as a communication channel between himself and Raju, thereby placing himself in sufficiently close circumstantial proximity with Raju.

[19] Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency [2007] SGCA 37, [2007] 4 SLR(R) 100.

The proximity analysis may further be strengthened by considerations of reliance and assumption of responsibility. By participating in the recruitment process through the intermediary arrangement and subsequently operationalising the arrangement through the issuance of the IPA and commencement of employment, the employer arguably assumed some responsibility for ensuring that material employment information communicated through that arrangement was accurate. Raju, for his part, relied on the intermediary structure utilised and implicitly endorsed by the employer in deciding whether to accept the job.

Policy considerations may also support recognising such a duty of care. Employers benefit substantially from intermediary recruitment systems and are generally in a significantly better position than migrant workers to supervise, verify or clarify the accuracy of representations made during recruitment. Imposing a duty of care in such situations may therefore incentivise employers to take reasonable steps to ensure that workers are accurately informed about the nature of the work they are being recruited to perform. This is particularly important in the migrant worker context, where workers are often overseas, dependent on intermediary communications and possess limited ability to independently verify the terms of employment. Such considerations arguably weigh in favour of recognising at least a limited duty on employers to take reasonable steps to prevent foreseeable misunderstandings regarding material employment terms.

Breach of Duty

Raju could argue that the employer breached this duty by failing to take reasonable steps to ensure that the nature of the work being offered had been accurately communicated to him. During discussions with the intermediary, Raju expressly stated that he was only willing to perform "electrical helping and driving" work. Yet during the subsequent interview, although the employer spoke directly with Raju regarding salary matters, no clarification was provided concerning the actual nature of the work he would be expected to perform. If the employer was aware that the work involved substantially heavier construction labour, it could be argued that there was a failure to correct a foreseeable misunderstanding arising within the intermediary recruitment arrangement that the employer himself had utilised.

Reliance and Detriment

Raju also appears to possess a relatively strong argument on reliance and detriment. He proceeded with the recruitment process, paid a $1000 agent fee, accepted the IPA and travelled to Singapore on the understanding that he would be performing lighter electrical-related work.

3.3 Case study 3 - Hussein

Hussein (not his real name) came to know of this intermediary when he was in his hometown back in Bangladesh. According to him, many workers from his village spoke about this intermediary, who could assist in securing employment in Singapore. Hussein contacted this intermediary, referred to here as "N", through WhatsApp. Hussein informed N that he had previously fallen seriously ill while working in Singapore and had been hospitalised because he could not tolerate working under the sun. He therefore specifically requested an "easy job", involving maintenance or electrical work, to which N agreed to help find.

N subsequently communicated with a Bangladeshi man in Singapore, referred to here as "S", whom Hussein described as the "company person in charge". According to Hussein, the actual employer was a Singaporean boss, but N never communicated directly with the boss at any point. Hussein also stated that there was no interview process before he travelled to Singapore.

Hussein alleged that both N and S collected money from him in connection with securing the job. He stated that the Singaporean boss himself never directly

requested or received any money. According to Hussein, N informed him that "agent money" had to be paid, although Hussein also noted that N was not in fact a licensed employment agent but merely another worker who was informally undertaking "agent side jobs". Hussein stated that N told him that part of the money would go to a Singapore agent and part would go to the boss. However, after arriving in Singapore, Hussein came to believe that no actual Singapore agent existed. N had allegedly informed him that a Singapore agent would meet him at the airport upon arrival, but no one came to pick him up.

Hussein further stated that he later learned from other workers that the Singaporean boss had not taken money from workers for recruitment purposes. According to him, senior workers told him that when new workers arrived previously, the Singaporean boss had directly arranged for their employment without charging money. This led Hussein to believe that the money had instead been retained by N and S.

In total, Hussein paid more than SGD 2000 in relation to the job arrangement. The payments were made through bank transfers supported by payment slips. Hussein stated that N instructed him to transfer money into two separate bank accounts. The first account received transfers of 40,000 taka and 30,000 taka. Hussein did not know who owned the account, although he stated that the address linked to the account was the same as that of S, the "company person in charge", leading him to suspect that the account may have belonged to S. The second account received transfers of 49,000 taka and 90,000 taka. Hussein stated that this account belonged to another Bangladeshi man who was allegedly a friend of N.

Throughout the recruitment process, N remained Hussein's primary point of contact and intermediary.

Legal Analysis

The primary issue in Hussein's case is whether the recruitment payments made to the intermediaries may legally be attributed to the employer through principles of agency law, thereby rendering the employer potentially accountable for the monies paid. In substance, Hussein would seek to argue that the intermediaries acted with authority on behalf of the employer in securing his recruitment into the company, such that the employer should bear responsibility for payments made during the recruitment process.

Whether S had apparent authority

Hussein would likely seek to argue that S, the Bangladeshi "company person in charge" based in Singapore, possessed apparent authority to recruit workers and collect recruitment-related payments on behalf of the employer. S was allegedly connected to the company itself and described as the "person in charge" within Singapore. If S in fact occupied a managerial or supervisory role within the company, this may potentially support an argument that the employer had placed S in a position ordinarily associated with authority relating to labour recruitment or worker management, if the court is convinced that this is the scope of work for a manager in such companies. However, based on the evidence, it is unclear what role S had actually assumed within the company. Absent actual proof of his title, it would be difficult to argue that the employer had made a representation by placing him in this position.

Proving representation by conduct or words of the boss is even more difficult due to limited evidence. Hussein never communicated directly with the Singaporean boss, there was no interview process, and much of the recruitment arrangement occurred entirely through his Bangladeshi intermediary. Much of the appearance of authority appears to have originated from N and S rather than from any affirmative conduct attributable to the employer himself.

Scope of apparent authority

Even if S possessed apparent authority to recruit workers generally, a further issue concerns the scope of that authority. Singapore courts are generally cautious about attributing clearly self-serving or potentially unlawful conduct to employers without stronger evidence of authorisation. The collection of substantial "agent money" may

therefore fall outside the ordinary scope of a manager or supervisor's apparent authority. This is especially so where the alleged payments were made into personal Bangladeshi bank accounts rather than directly to the company. The employer would likely argue that any recruitment fee arrangement was an independent and unauthorised arrangement between the worker and the intermediaries themselves.

Estoppel by negligence

Alternatively, Hussein may attempt to frame the case as one of estoppel by negligence. However, this argument is likely to face difficulty at the threshold stage of factual foreseeability. Under the Spandeck framework, factual foreseeability requires that the relevant risk of harm to a class of persons including the claimant must not be far-fetched or fanciful. Here, the relevant risk is that Hussein would be induced by S and N to pay recruitment monies on the belief that those intermediaries were authorised to collect such payments on behalf of the employer.

On the present facts, that risk may not have been reasonably foreseeable to the employer. Hussein did not communicate with the Singaporean boss at any point before travelling to Singapore. N also never communicated directly with the boss, and there was no interview process involving the employer. The recruitment payment arrangement appears to have been conducted primarily through N, an informal intermediary who was not a licensed employment agent, and through payment into bank accounts whose ownership was either uncertain or connected to persons outside the employer's direct control. Hussein himself later came to believe that the Singaporean boss had not taken money from workers, and that the money had instead been retained by N and S. These facts make it difficult to show that the employer ought reasonably to have known, of the specific risk that intermediaries were collecting money from Hussein on the employer's behalf.

3.4 Case study 4 - Rahim

"Rahim" (not his real name) was employed in an electrical job in Singapore, which he described as his tenth job in Singapore. He arrived in Singapore for this job on 3 September 2025 and worked for approximately four months.

According to Rahim, he obtained the job through a friend referred to here as "A", who later became his supervisor at the company. Rahim had previously worked in the same company as A in Singapore and was already personally acquainted with him. At some point while Rahim was outside Singapore, A contacted him over a phone call and informed him that there was a "good company" offering employment opportunities. A also informed him that the basic salary for the job would be $800. Upon hearing the salary offered, Rahim agreed to take up the job opportunity.

A subsequently communicated with "M", who was allegedly the supervisor within the company. A had informed Rahim that M had spoken to the company's boss and that the boss had confirmed that additional manpower was required. Subsequently, A also informed him that he needed to transfer SGD 3000 to M in order to secure the job. He was told that this money was intended for the company and related to onboarding and other employment-related matters. On 11 August 2025, Rahim transferred SGD 3000 into M's bank account. He subsequently travelled to Singapore and commenced employment on 3 September 2025.

After arriving in Singapore, Rahim experienced salary issues for the first time in all of his ten jobs in Singapore. According to him, the company failed to pay him salary for all the months he had worked between September and December 2025.

On 29 December 2025, Rahim confronted M angrily regarding the non-payment of salary. During the confrontation, Rahim reminded M that he had transferred him SGD 3000 before coming to Singapore and stated that he had taken a loan in order to make the payment. He questioned how he was supposed to repay the loan if the company was not paying his salary.

M responded by denying that he had received the full SGD 3000. Instead, M claimed that he had only received SGD 2500, and alleged that the remaining SGD 500 must have been taken by A. M appeared unaware of the arrangement between A and Rahim regarding the remaining SGD 500. It was only at this point that Rahim realised that A may have retained part of the money himself.

Rahim further stated that he, A and M were all staying in the same house at the material time. Despite suspecting that A had retained part of the money, Rahim did not confront him directly because he had already made the payment and did not wish to create conflict within the shared living arrangement.

Legal Analysis

Apparent authority

The worker would likely argue that M possessed apparent authority to recruit workers on behalf of the company and to communicate the terms upon which employment would be secured. This is based on the fact that the company had placed M in a supervisory role which normally was in charge of recruitment, taken together with its conduct of affirming that manpower was needed and subsequently accepting Rahim into employment. Here, the evidence here that M was indeed the company's official supervisor is stronger as he remained his supervisor after Rahim started employment. However, evidence would still be needed to establish that the boss had indeed placed him as an official supervisor at the material time. Furthermore, the court would need to be convinced that M's role as supervisor ordinarily carries certain authority within the business.

Furthermore, the company's conduct supports that a representation has been made. A informed Rahim that M had spoken directly to the boss and that the boss had confirmed that manpower was needed. The recruitment process subsequently culminated in Rahim's successful arrival in Singapore and commencement of employment with the company. Taken together, the company putting M in a supervisory role normally in charge of recruitment, allowing information about manpower needs to be communicated through M, and then subsequently accepting Rahim into employment, facilitated by M, suggests that the company has represented M to have apparent authority to recruit Rahim. Unlike purely informal overseas recruiters, M was directly integrated into the company's labour structure, and the company ultimately accepted the benefit of the arrangement by employing Rahim.

However, a separate issue concerns the scope of that apparent authority. Even if M possessed apparent authority to recruit workers generally, it does not necessarily follow that they possessed authority to collect SGD 3000 in recruitment-related payments. Singapore courts are generally cautious about attributing potentially unlawful or self-serving conduct to employers absent clearer evidence of authorisation. The employer would likely argue that any payment arrangement was a private arrangement between Rahim and the intermediaries themselves rather than an authorised company practice.

Estoppel by negligence

Compared to Hussein's case in case study 3, Rahim's case presents a stronger argument for legal proximity. In Rahim's case, both A and M were existing workers embedded within the company's organisational structure while in Hussein's case, only S was the "company person in charge". M had also allegedly spoken to the company's boss and that the boss had confirmed that additional manpower was required, while in Hussein's case, there was no evidence that the boss was in any way involved in the recruitment process. Based on these facts, the employer in this case is closer in circumstantial proximity to Rahim.

Nevertheless, the threshold requirement of factual foreseeability may still not be satisfied. The relevant risk is that Rahim would be induced to believe that A and M possessed authority to collect substantial recruitment monies on the employer's behalf. On the facts, there remains no evidence that the employer himself knew of, authorised, or participated in the payment arrangement. These facts suggest that the payment arrangement may have operated informally between the workers themselves

rather than through any recruitment mechanism known to or endorsed by the employer.

Accordingly, while the requirement of legal proximity would likely be easier to establish than in Hussein's case due to the intermediaries' embedded position within the company structure, the estoppel-by-negligence argument may nonetheless fail at the stage of factual foreseeability because the specific risk of unauthorised recruitment payments being collected by supervisors or co-workers may not have been reasonably foreseeable to the employer on the available evidence.



Migrant workers hate hacking jobs, especially at current low wages. Employers are known to lure workers with false job descriptions, but after workers have paid thousands of dollars in agent fees and come to Singapore, they are told to do this kind of work or else be sent home.

IV. Thematic issues

4.1 Absence of direct employer contact during recruitment process

A recurring feature across many of the interviews was the worker's lack of direct contact with the employer during the recruitment process. Instead, workers frequently communicated through layers of intermediaries, including village agents, training centres, supervisors, relatives, and informal recruiters. This creates substantial difficulty for the apparent authority doctrine, which traditionally requires a representation attributable to the principal. Where workers never directly communicate with the employer, it becomes significantly harder to identify any affirmative conduct by the employer that the intermediary possessed authority to act on its behalf.

This pattern was particularly evident in Hussein's case, where all communications occurred through intermediaries and the worker never interacted with the Singaporean employer at all. Similarly, in another worker's case, he dealt solely with a Bangladeshi agent who handled the IPA and recruitment process, while the worker never communicated directly with the employer. Respondent 741P likewise described a recruitment structure in which workers dealt entirely with the training centre and its office staff, with no direct interview or communication with the employer before arrival in Singapore. Respondent 150L's first job also involved a triangular structure where the worker communicated only with the training centre, which itself communicated with agents and employers. Respondent 465R's case similarly involved complete dependence on his cousin intermediary, whom he trusted to communicate with the employer on his behalf.

An interview also revealed a distinct "tiered" recruitment system between experienced workers ("old men") and inexperienced workers ("new men"). As

explained by respondent 633N, newer workers in his training center generally did not communicate directly with employers and relied almost entirely on agents to negotiate salary, housing and work conditions. By contrast, experienced workers who had worked in Singapore previously often possessed sufficient English proficiency and familiarity with Singaporean employment systems to negotiate directly with bosses themselves. This distinction is significant because newer workers were correspondingly more vulnerable to misinformation, hidden deductions, and inaccurate representations regarding the true nature of the work.

The absence of direct employer contact creates systematic gaps in accountability. Workers often had no practical means of verifying whether the representations made by intermediaries were accurate, whether the intermediary was genuinely authorised, or whether the employer even knew of the arrangements being made. This informational asymmetry allows employers and intermediaries to later distance themselves from disputed representations. As a result, the fragmented recruitment structure itself produces evidential opacity regarding authority, making it extremely difficult for workers to establish the representation element required under orthodox apparent authority principles.

4.2 Multiple intermediaries and fragmented representations

Another recurring pattern across the interviews was the presence of multiple intermediaries simultaneously participating in the recruitment process. In many cases, both formal and informal actors made representations to workers regarding salary, job scope, and recruitment payments. This creates significant doctrinal difficulties because the intermediary with the strongest connection to the employer often did not make the disputed representation directly, while the intermediary who made the representation was more difficult to legally attribute to the employer.

This issue is particularly visible in Jamal's case. The Bangladeshi agent communicated extensively with the worker regarding salary and job scope, while the Malaysian Chinese "company managers" participated in the interview and discussed salary directly. However, the worker primarily relied on the Bangladeshi agent's explanations regarding discrepancies between the oral salary promise and the IPA salary. This creates uncertainty as to whether the relevant representation originated from the managers or the overseas agent. The managers potentially present a stronger apparent authority argument because they appeared connected to the company itself. However, they may argue that the specific disputed representations were made instead by the Bangladeshi agent acting independently.

A similar problem arose in Rahim's case, where both A and M participated in the recruitment arrangement. A communicated directly with Rahim regarding the availability of the job and the required payment, while M allegedly communicated with the company boss and received the payment into his account. The later dispute between A and M regarding the missing SGD 500 further fragmented the recruitment arrangement and created uncertainty regarding who had made which representations and for whose benefit.

Hussein's case also demonstrates this difficulty. The worker dealt with a village intermediary ("N"), who in turn communicated with a Singapore-based "person in charge" ("S"). N represented that part of the recruitment money would go to a Singapore agent and part to the boss, but the worker later came to believe that no actual Singapore agent existed. The existence of multiple intermediaries operating across different levels of the recruitment chain made it extremely difficult to identify precisely who possessed authority and who was legally responsible for the representations made.

This enables employers to strategically distance themselves from disputed representations while continuing to benefit from the labour procured through those same intermediary structures. The more informal and layered the recruitment chain becomes, the harder it is for workers to satisfy the orthodox representation requirement in apparent authority doctrine.

4.3 Burmese workers: platform-based recruitment

The Burmese interviews revealed a comparatively more organised recruitment structure.

One Burmese worker explained that jobs were commonly advertised through Burmese-language Telegram groups. These advertisements typically included salary, overtime, working hours, and job descriptions. Workers would apply through local Burmese agencies, which would then communicate with Singapore agencies, who in turn communicated with employers. The worker in this case underwent an interview directly with the company's HR representative rather than the employer himself. The agency subsequently sent him the IPA and collected recruitment fees at multiple stages of the process.

Although this structure appears more formalised than some of the systems described by Bangladeshi workers, similar accountability problems remain. Workers still rarely communicate directly with the actual employer and instead rely heavily on intermediary agencies to interpret and communicate employment terms. The agencies also expressly limited their responsibility, informing workers that they would only remain "responsible" for three months after arrival in Singapore.

From an agency law perspective, the Burmese recruitment structure creates a complex chain of intermediary relationships involving Burmese agencies, Singapore agencies, company HR staff, and the employer itself. This makes attribution of authority difficult because representations may pass through several entities before reaching the worker. Each intermediary may subsequently deny responsibility by claiming merely to have relayed information originating elsewhere. The platform-based nature of the recruitment system also diffuses responsibility further, as workers frequently interact with anonymous or semi-anonymous online recruitment advertisements rather than identifiable company representatives.

4.4 Chinese workers: formalised intermediary systems

The Chinese recruitment structure described by respondent 637K differed significantly from the more informal Bangladeshi and Burmese systems. Here, the worker described a highly formalised multi-layered agency arrangement involving a Chinese intermediary company, Singapore agencies, and employers.

According to the respondent, workers first submitted their CVs and job applications to a Chinese agency company, which then distributed the applications to various Singapore agencies connected to employers. Employers would shortlist candidates, after which interviews were conducted directly with company representatives. If selected, the Singapore agency would assist in applying for the IPA.

Unlike many of the Bangladeshi cases, the Chinese system involved formal contractual documentation. Workers signed contracts with the Chinese agency, including clauses providing salary protection if the worker was dismissed within three months. Workers also signed separate contracts with Singapore agencies governing specific employment terms.

However, despite this greater formalisation, significant agency law problems still remain. The recruitment chain still involves multiple intermediary entities operating across jurisdictions. Representations regarding salary and work conditions may originate from the employer, Singapore agency, or Chinese agency, making attribution difficult where disputes later arise.

V. Conclusion and Reform

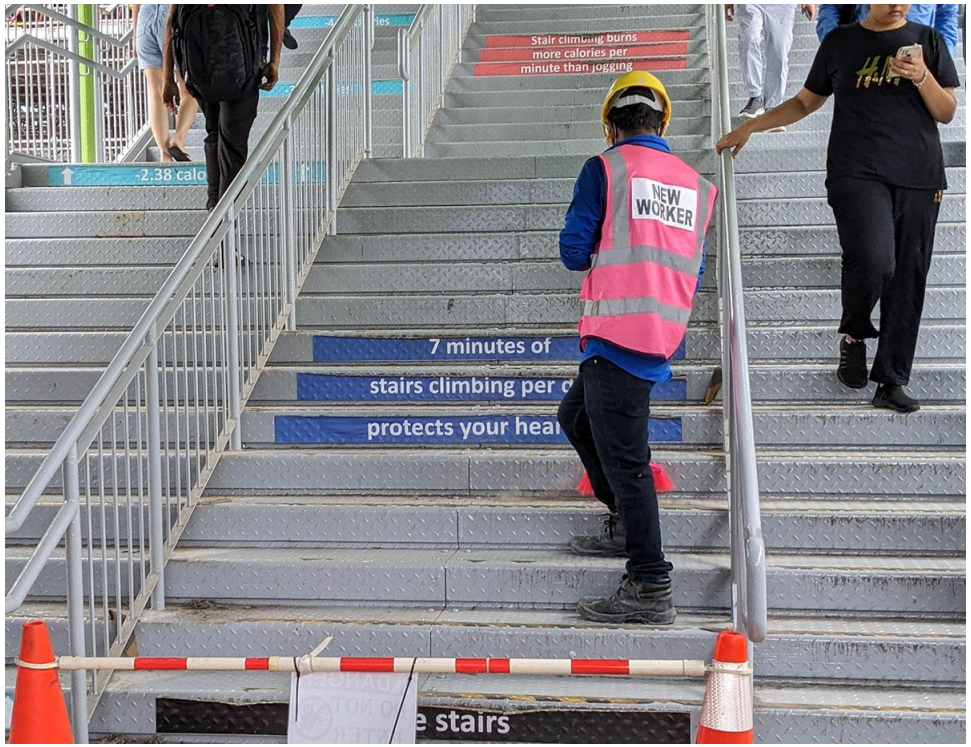
Accordingly, while agency law doctrines may serve as a possible tool for attributing responsibility in some cases, civil litigation alone is unlikely to adequately address the systematic issues behind these disputes. The interviews instead suggest the need for structural reform aimed at reducing the opacity and intermediary dependence embedded within the recruitment process itself.

TWC2's proposal is to establish a centralised recruitment and job-matching system. Under such a system, all Work Permit vacancies could be required to be openly advertised through a central government-managed platform, with job applications, interviews, contract signing and IPA issuance conducted directly through the platform itself. Existing migrant workers already in Singapore could apply directly for jobs through authenticated SingPass-linked accounts without requiring informal intermediaries to facilitate communication with employers. For prospective migrant workers outside Singapore, a system can be set up to issue them time-delimited logins – subject to certain qualifying conditions, including prior skills training – so that they too can participate in job search through the platform.

Such a system would directly address many of the agency-related difficulties identified throughout this paper.

First, it would substantially reduce informational asymmetry between workers and employers by enabling workers to communicate directly with employers or authorised company representatives. This would reduce workers' dependence on village agents, informal recruiters and supervisors operating unofficial side recruitment arrangements.

With greater transparency, any uncertainty regarding authority will be reduced. At present, workers frequently rely on individuals whose legal relationship to the employer is unclear, including friends, relatives, supervisors, training centre staff and overseas recruiters. By requiring recruitment to occur through verified employer accounts and authorised company representatives, the system would make it far easier to identify who is genuinely authorised to make representations regarding salary, job scope and employment conditions. This would correspondingly reduce many of the doctrinal difficulties currently faced under apparent authority principles.



A new worker in the construction sector almost always means a guy with $10,000 or more of debt – this being the typical agent fee asked of him – for a job that pays about $450 a month.

Third, the system would create a clearer evidential trail regarding representations made during recruitment. A recurring issue throughout the interviews was the absence of documentary proof regarding salary promises, deductions, onboarding fees and job scope representations. A centralised platform could require

documentation of key terms with regards to salary, work descriptions and employment conditions, which would substantially reduce disputes regarding what was actually promised during the recruitment process.

Fourth, the system would weaken the economic incentives sustaining informal recruitment chains. Many of the interviews revealed extensive payments made to unlicensed recruiters, supervisors, village intermediaries and training centre staff. These arrangements persist largely because workers lack direct access to employers and depend on intermediaries to bridge informational and logistical gaps. If workers could directly access verified job vacancies through a centralised platform, the practical necessity for many informal intermediaries would be reduced.

Importantly, technological and social developments now make such reforms considerably more feasible than in the past. As TWC2 has observed, many migrant workers are already physically present in Singapore seeking subsequent employment, and most possess smartphones capable of accessing digital platforms directly. The original communication gap that informal recruiters once filled has therefore substantially narrowed.

Ultimately, the law is only a tool to address a deeper structural problem: a recruitment system in which employers benefit from extensive intermediary networks while being shielded from accountability by its opacity and informality. We would not tolerate such recruitment practices if they were imposed on workers from Singapore, yet migrant workers continue to bear its consequences. While agency law may in certain cases provide avenues for accountability, meaningful protection ultimately requires structural reform towards a transparent, standardised and direct recruitment system that no longer permits responsibility to be so easily diffused and denied.

VI. Appendix

Respondent 1: (643Q) Bangladeshi Male

Story recorded under case study 1; Letter of Commitment is imaged at right:

Respondent 2: (875R) Bangladeshi Male

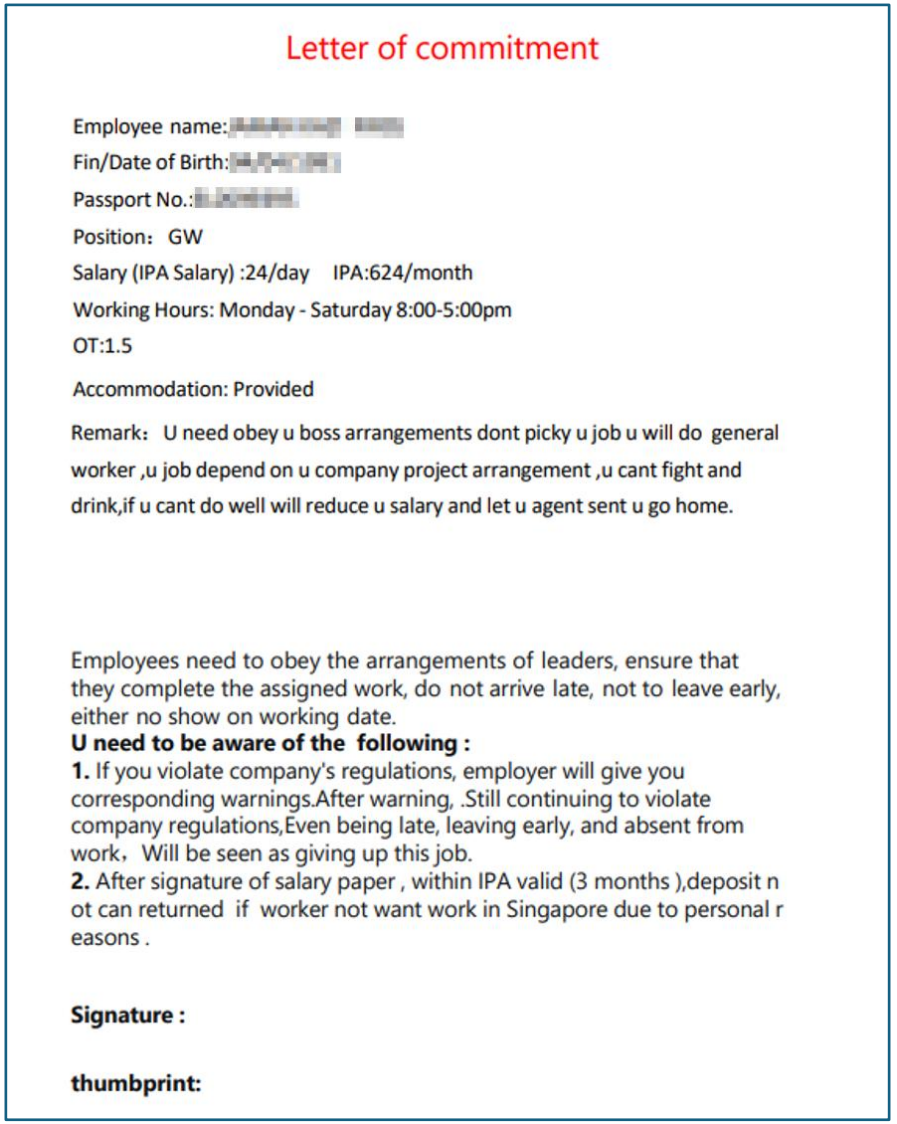
Story recorded under case study 2.

Respondent 3: (734P) Bangladeshi Male

Story recorded under case study 3.

Respondent 4: (797Q) Bangladeshi Male

Story recorded under case study 4.



Letter of commitment

Employee name:

Fin/Date of Birth:

Passport No.:

Position：GW

Salary (IPA Salary) :24/day IPA:624/month

Working Hours: Monday - Saturday 8:00-5:00pm

OT:1.5

Accommodation: Provided

Remark：U need obey u boss arrangements dont picky u job u will do general worker ,u job depend on u company project arrangement ,u cant fight and drink,if u cant do well will reduce u salary and let u agent sent u go home.

Employees need to obey the arrangements of leaders, ensure that they complete the assigned work, do not arrive late, not to leave early, either no show on working date.

U need to be aware of the following :

1. If you violate company's regulations, employer will give you corresponding warnings.After warning, .Still continuing to violate company regulations,Even being late, leaving early, and absent from work，Will be seen as giving up this job.

2. After signature of salary paper , within IPA valid (3 months),deposit n ot can returned if worker not want work in Singapore due to personal r easons .

Signature :

thumbprint:

Respondent 5: (040X) Bangladeshi Male

"Karim" (not his real name) first came to Singapore in 2014 to work in a shipyard. His brother was already working at the same company and informed the boss that he had a brother in Bangladesh seeking work. The boss then spoke to Karim directly through a WhatsApp call conducted in English. During the interview, the boss promised him a salary of $18. Karim did not pay any money to either his brother or the boss, and his brother even paid for his flight ticket. The IPA was sent directly to him through WhatsApp in 2014. Karim described the company as small but stated that the boss was fair, all salary and overtime payments were properly made.

This was not the case for his second job. To procure this job, Karim again sought help from his brother, who provided him with the number of a Bangladeshi manager connected to the company. Karim met this manager face-to-face while in Bangladesh, and the manager instructed him to attend a training centre. Karim paid approximately SGD 2500 for the job arrangement, initially transferring 65,000 taka through a Bangladeshi bank account before paying a further SGD 200 monthly after arriving in Singapore. He purchased his own flight ticket and completed payment after around nine to ten months. The manager discussed a salary of $20 with him, and the IPA reflected the same salary. The IPA also stated that there would be a $100 housing deduction, but no other deductions were mentioned by either the manager or the IPA itself. However, after Karim started work, he discovered that additional deductions were being made from his salary.

Respondent 6: (633N) Bangladeshi Male

"Rashid" (not his real name) has been working in Singapore since 2004, most recently in the shipyard sector. He obtained his job through an oil training centre in Bangladesh, where he trained for three months. During this process, he paid money to an agent, who would arrange the terms of employment, including salary, housing and other work conditions.

According to Rashid, "new men", meaning first-time workers coming to Singapore, would first contact the agent and pay fees before they could begin training at the centre. The agent would then handle all communications between the worker and the employer. These workers would not have any direct contact with the employer until they arrived in Singapore. Rashid explained that "new men no understand all agent talk" and that "new men never talk to boss".

By contrast, "old men", meaning workers with prior experience in Singapore, were sometimes able to communicate directly with employers because they already understood English. Rashid stated that bosses would occasionally visit the training centre directly to meet experienced workers. However, both "new men" and "old men" still had to pay agent fees. When asked about the amount paid, Rashid stated that he "cannot tell how much", explaining that agents would "cover up" the sums involved and never openly discuss how much money was being paid. According to him, bosses also never discussed agent payments directly with workers. All payments were made before workers began training at the centre.

Respondent 7: (359N) Bangladeshi Male

"Farid" (not his real name) first came to Singapore in 2006 to work in the shipyard sector.

For one of his jobs, Farid was informed by a friend, with whom he had previously worked, that there was a "good company" hiring workers. The friend provided him with the contact number of a supervisor from the company, Zhou Yi Engineering Pte Ltd, where Farid would be working as a driver. According to Farid, his friend informed him that the supervisor required SGD 700 in order to secure the job and arrange the IPA. The friend stated that he would retain SGD 100 for himself and pass SGD 600 to the supervisor before the IPA was issued. Farid subsequently made the SGD 700 payment through a bank transfer and later received his IPA.

Later, Farid asked the supervisor about the SGD 100 retained by his friend, but the supervisor did not clarify whether he himself had received any money from the arrangement.

Respondent 8: (169U) Bangladeshi Male

"Imran" (not his real name) first came to Singapore to work in the construction sector through the assistance of his cousin, who was a manager in Singapore's marine sector. His cousin helped him communicate with the company directly, and he did not pay any recruitment money. The IPA reflected the same terms that had been discussed, and he stated that there were no problems with this first job, which lasted for six years.

For his second job in the marine sector, Imran used an agency in Bangladesh that he found through Facebook. He first communicated with the agent online before travelling to Dhaka to meet him in person. During the meeting, Imran informed the agent that he wanted work in the marine sector. The agent subsequently took his passport, and an IPA was issued approximately one month later. Imran stated that the agent communicated directly with the boss on his behalf, and all employment terms reflected in the IPA were discussed through the agent.

After the flight ticket and other arrangements had already been settled, the agent collected recruitment money amounting to approximately SGD 3000, paid in Bangladeshi taka. According to Imran, all the terms discussed through the agent were ultimately reflected accurately in the IPA.

Respondent 9: (465R) Bangladeshi Male

Arif obtained his Singapore job through a cousin who was already working in an LWL company. According to him, the boss was also Bengali. While still in Bangladesh, Arif communicated entirely through his cousin and did not know who the actual boss was. His cousin provided him with the IPA, and throughout the recruitment process he never spoke directly to the boss or met him, although he knew the boss was Bengali. He only met and spoke to the boss after arriving in Singapore.

According to Arif, his cousin told him that the job would not be physically demanding, but the nature of the work was not clearly explained to him. He paid 12,000 taka in cash to his cousin in Bangladesh before receiving the IPA. Arif stated that the payment included a training fee of around SGD 2300. He believed that the arrangement involved a one-year S Pass combining both work and training, after which the work permit would be renewed. According to him, they did not inform him that he would have to return to Bangladesh after one year.

After arriving in Singapore, Arif discovered that the actual work involved heavy manual labour, including carrying cement, mixing cement, and carrying tiles. Instead of regular salary payments, the boss would only occasionally provide small amounts of money for food and transport. Arif also stated that he did not have a bank account, did not sign any employment contract after arriving in Singapore, and only signed daily worksite reports rather than payment vouchers.

Respondent 10: (unknown) Bangladeshi Male

"Rahat" (not his real name) came to Singapore for the first time through a Bangladeshi agent from his home village. According to him, the agent lived near his home and had previously sent many workers to Singapore without problems, although seven men from the same village were now facing similar issues.

The agent only provided him with the IPA and flight ticket. Rahat paid substantial recruitment fees to the agent, including 200,000 taka through bank transfers and a further 13,000 mostly in cash. According to Rahat, the agent had promised that after one year of work in Singapore, he would obtain a construction-related skills certificate. The IPA reflected a monthly basic salary of $468 together with overtime arrangements.

After arriving in Singapore, Rahat began facing salary-related problems while performing PCM work. In response, his father confronted the Bangladeshi agent and demanded that the issues be resolved, pointing out that Rahat had neither received the promised skills certificate nor proper salary payments. According to Rahat, the agent replied that "I don't do anything because I don't go to Singapore", and promised to "settle some money" after Rahat returned to Bangladesh.

Respondent 11: (unknown) Bangladeshi Male

During Salam's first recruitment process, the boss contacted Salam directly while he was still in Bangladesh. The boss instructed Salam to give money to the boss's sister, who was residing in Bangladesh, and stated that the company would purchase the flight ticket for him. Salam subsequently paid SGD 12,000 to the boss's sister. After the payment was made, the boss arranged the IPA and flight ticket, and Salam travelled to Singapore.

After starting work, Salam found that conditions were "not good". He worked there for approximately six months before resigning and returning to Bangladesh. At that time, the company had only four senior workers, while the remaining workers were all newly recruited workers.

After returning to Bangladesh, Salam was repeatedly contacted over several months by the boss's two brothers, who persuaded him to return to Singapore. They assured him that "coming no problem, all money have, you come". Salam eventually agreed to return to the company. This time, he paid SGD 5000 to the boss's sister in Bangladesh. Following the payment, the IPA was arranged and Salam purchased his own flight ticket before returning to Singapore.

Upon his return, Salam observed that there were now many newly recruited workers in the company, while he remained the only senior worker left. According to him, many of the new workers were also facing salary-related problems, and their work permits would frequently be cancelled before they were sent back to Bangladesh.

Respondent 12: (717U) Burmese Male

"Ko Min" (not his real name) had been working in his current company for approximately eight years at the time of the interview. He obtained the job through an engineer from his previous company, who recommended him to the current employer. The engineer provided him with the contact number of the company and instructed him to contact the company directly. According to Ko Min, he subsequently communicated directly with the company manager himself and did not have to go through the company's HR department or any external agent.

Respondent 13: (150L) Bangladeshi Male

At the time of the interview, Jalal was working in his third and current job, which he had held for approximately 15 months. Before obtaining this job, he had previously been involved in a salary dispute case, following which MOM issued him a transfer letter. Jalal subsequently found the current job himself through a friend who informed him that there was a company offering plumbing work. He did not pay any money to his friend. Before commencing employment, Jalal attended an interview directly with the boss, during which the boss also stated that the work was plumbing-related. The IPA similarly reflected that the job was for plumbing work. However, after starting work, Jalal was instructed by the boss to perform rebar casting and other construction-related work instead.

Respondent 14: (unknown) Bangladeshi Male

Naeem (not his real name) had previously worked together with a friend, who gave him the contact of a Singaporean agent. Before the IPA was issued, the agent communicated with him through WhatsApp calls and messages regarding the terms of employment. The agent also explained the salary and working hours to him. Naeem

did not communicate directly with the boss at any point during the recruitment process.

Respondent 15: (AH4) Bangladeshi Male

“Rafiq” (not his real name) obtained his job through an Indian agent whose recruitment advertisement he found on Facebook. The advertisement stated that workers were needed and included a contact number. Initially, Rafiq believed that the agent was based in Singapore. Only after the IPA had been issued did he ask the agent whether he was based in Singapore or India, to which the agent replied that he was from India but assured him that he would still be able to find him a job in Singapore.

Rafiq paid approximately SGD 2400 to the agent. According to him, the interview and IPA process took place before payment was made. The agent subsequently provided him with the IPA papers, arranged his flight ticket, gave him the relevant bond and ICA documents, and informed him of the date to travel to Singapore after all payments had been settled.

The interview was conducted through a three-person WhatsApp call involving the agent, the boss and Rafiq himself. According to Rafiq, the agent first informed him that he would be connected to the boss, after which the boss joined the call. During the interview itself, the agent largely remained silent while the boss and Rafiq spoke directly to each other. The boss asked him about his work experience and informed him that the company required a painter. Rafiq replied that he was highly experienced in painting work. The boss also asked him what salary he expected. Rafiq requested a salary of $27, but the boss replied that the starting salary would be $25 and that it could be increased later if his work performance was good. According to Rafiq, the conditions discussed during the interview were ultimately reflected accurately in the IPA.

Respondent 16: (unknown) Burmese Male

“Aung” (not his real name) obtained his job through a local Burmese agency that was widely known within the Myanmar migrant worker community. According to him, the local Burmese agency communicated with a Singapore agency, which in turn communicated with the employer. He found the job through a Telegram channel operated by the agency, where job advertisements targeted at Myanmar workers were regularly posted in the Burmese language. These advertisements typically included details such as salary, overtime arrangements, working hours, job descriptions and work requirements. According to Aung, many Myanmar workers seeking jobs in Singapore relied on such Telegram channels to find employment opportunities.

The recruitment process involved an interview conducted with the company’s HR department in Singapore rather than the boss directly. During the interview, HR personnel asked about his previous work experience, whether he could perform the relevant work, explained the job scope, and asked when he would be able to travel to Singapore. The salary was also discussed generally during the interview. At the time of the interview and even after working for the company for approximately nine months on night shift, Aung had still never met the boss personally.

According to Aung, the IPA ultimately reflected the same conditions that had been discussed during the interview. The Burmese agency subsequently sent him the IPA. He made two separate payments to the Burmese agency: an initial payment of approximately SGD 500–600 after receiving the job offer following the interview, and a further payment after the IPA had been approved, bringing the total recruitment payment to approximately SGD 6000. He also purchased his own flight ticket, which he stated was standard practice for all workers.

After commencing work in Singapore, Aung encountered salary delays by the company. Initially, the agency continued responding to him regarding these issues for around three months, but subsequently became increasingly unresponsive. He was eventually terminated from his job and attempted to seek assistance from the agency in finding alternative employment, but they no longer replied to him. According to Aung, the agency had informed workers from the outset that they would only remain

"responsible" for workers for three months after arrival in Singapore. He explained that this meant workers could potentially claim back their agent fees if they were dismissed without fault within that three-month period.

Respondent 17: (741P) Bangladeshi Male

"Rana" (not his real name) first came to Singapore in 2013 through a Bangladeshi agent connected to a training centre in Bangladesh. According to him, workers would stay within the training centre itself, where they ate, slept and completed all aspects of the recruitment and training process. The training centre office staff assisted workers in passing the training tests and finding jobs in Singapore.

At the start of the process, Rana paid approximately 50,000 taka. After passing the training test, he paid a further four to five lakh taka, including approximately 3.5 lakh for the visa and arrangements to come to Singapore. The training centre office staff subsequently helped him obtain a job and later provided him with the IPA. According to Rana, the company information was not disclosed to him, as it was a "supply" company arrangement. He was informed that the basic salary would be $18 and was told by the agent that he would "have to do any type of job", which he agreed to.

Rana stated that workers recruited through supply companies generally did not interview directly with their bosses before arriving in Singapore. According to him, interviews with employers would usually only occur for main contractor or subcontractor positions, whereas supply company workers were typically sent directly to Singapore without meeting the employer.

For his second job in 2015, Rana again obtained employment through an agent connected to the same training centre and paid a further four lakh taka. This time, he dealt with a separate intermediary who worked as an office staff member at the training centre and who was also his relative. The second job involved work in a shipyard company. According to Rana, there was again no interview with the employer before arrival in Singapore, and the intermediary simply sent him the IPA directly. He stated that this second employment arrangement proceeded without problems.

Respondent 18: (637K) Chinese Male

"Chen" (not his real name) obtained employment in Singapore through a Chinese intermediary company that worked with multiple Singapore employment agencies connected to employers. According to him, this was a common system used by many Chinese workers seeking jobs in Singapore.

Under this arrangement, workers would first submit their CVs and job applications to the Chinese agency company. The Chinese agency would then forward the applications to various Singapore agencies, which would communicate with employers on the workers' behalf. Employers would shortlist candidates and inform the Singapore agencies, which would in turn inform the Chinese agency. Selected workers would then attend direct interviews with the company itself. If chosen, the Singapore agency would assist in applying for the IPA.

Chen stated that workers would sign a contract with the Chinese agency before coming to Singapore. According to him, the contract provided that if a worker was dismissed within three months, the agency would compensate the worker's salary. Workers would additionally sign separate contracts with the Singapore agencies governing the specific terms of employment. Chen paid approximately 20,000 RMB in agent fees to the Chinese agency.

Chen's interview for the job was conducted with the boss's brother because the company was a family business in which "everyone on the high level is related".