

CASE NOTE: PEOPLE'S REPUBLIC OF CHINA

CASE NAME:

Beijing Han-Hua-Kai-Jie
Technology Development Ltd.
v Chen Hong

NAME AND LEVEL OF COURT:

The First Intermediate
People's Court in Beijing

DATE OF VERDICT:

August 30, 2004

Brief facts

In April 2002, Beijing Han-Hua-Kai-Jie Technology Development Ltd. (the company) and Mr. Hong Chen signed a labour contract, which stipulated that Mr. Chen was appointed as a software engineer with the salary of RMB 3600 yuan per month. The labour contract was valid until 23 April, 2004. On 2 June, 2003, the company received an e-mail from Mr. Chen, by which Mr. Chen resigned from his job, and he typed his name as a signature 'Mr. Chen' at the bottom of the e-mail. The company agreed the request and paid RMB 3600 yuan as premium to Mr. Chen. However, Mr. Chen claimed he never sent this e-mail, and required the company to pay two months salary as economic compensation because it was the company that terminated the labour contract. Mr. Chen appealed to the Labour Arbitration Committee in Beijing Haidian District, and was supported by the Labour Arbitration Committee. The company then took legal action and claimed that they did not need to pay the compensation to Mr. Chen, because it was Mr. Chen who wanted to terminate the contract.

Significant evidential issue regarding the value of digital evidence in the court

The company provided the copy of the e-mail sent by Mr. Chen, in which he resigned from the job. Mr. Chen denied the authenticity of the e-mail and claimed he never sent the email.

The court's view

First, Mr. Chen is a software engineer, who has special knowledge and thus would adopt more secure measures to protect his e-mail than the general public. Second, Mr. Chen cannot provide any further evidence to support his claim that he never sent the e-mail. Therefore, the court thinks that the e-mail is authentic and was sent by Mr. Chen.

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