

**SINGAPORE MEDICAL COUNCIL DISCIPLINARY INQUIRY AGAINST  
DR ABB HELD ON 8 DECEMBER 2009**

**Disciplinary Committee:**

Prof Ong Yong Yau (Chairman)  
Prof Walter Tan  
A/Prof Jacobsen Anette Sundfor  
Mr Edward Poon (Lay Person)

**Legal Assessor:**

Mr Andy Chiok  
(M/s Michael Khoo & Partners)

**Prosecution Counsel:**

Mr Francis Goh  
Ms Cassandra Ow  
(M/s Harry Elias Partnership)

**Defence Counsel:**

Mr Lek Siang Pheng  
Ms Vanessa Lim  
Ms Joanna Seetoh  
(Rodyk & Davidson LLC)

**DECISION OF THE DISCIPLINARY COMMITTEE**

*(Note: Certain information may be redacted or anonymised to protect the identity of the parties.)*

1. These proceedings arose out of a letter of complaint made in respect of you, Dr ABB, on 6 July 2007 by Ms. P (“the patient”), supported by her statutory declaration.
2. Following the complaint, two responses dated 3 September 2007 and 1 May 2008 were tendered by you to the Complaints Committee, which then referred the matter to this Committee for a formal inquiry.

3. You are charged by the SMC with 2 charges for departing from standards observed or approved by members of medical profession in that:
  - (a) you had breached your responsibility to maintain medical confidentiality in respect of your patient, by disclosing or allowing the disclosure of two photographs taken by you without the patient's consent, and
  - (b) that you had associated yourself with persons not qualified to provide medical or medical support services, namely Ultimate Wellness Haven.

Full particulars of the said charges are set out in Charges 1 and 3 set out in the Agreed Bundle (marked "AB" and at pages "AB-1" to "AB-6" therein).

4. You have pleaded guilty to all of the Charges and admitted to the Agreed Statement of Facts (marked "ASF") submitted by Counsel for the SMC.
5. Briefly, your Counsel in mitigation had submitted, *inter alia*:
  - (a) that you had pleaded guilty and had co-operated with the authorities at all times;
  - (b) that in respect of the first charge, that the offence was not committed deliberately and was due to an inadvertent error;
  - (c) upon discovery of the disclosure, you had taken immediate steps to ascertain the circumstances and tendered an apology to the patient;
  - (d) in respect of the second charge, that you had taken steps to ensure that the Clinic concerned complied with the relevant regulations

governing the licensing of The Aesthetics Clinic (“the Clinic”), and to disassociate the spa business from the operations of the clinic;

- (e) there was no act which brought the medical profession into disrepute; and
  - (f) that you will seek to terminate the arrangement for the supply of medical services to the clinic.
6. Further, as mitigating factors, your counsel had also highlighted your numerous contributions / services to society and your unblemished record of 14 years as a medical practitioner.
7. The Disciplinary Committee had considered all the points raised in the plea in mitigation including the above, and had come to the following conclusions:
- (a) The confidentiality of a patient’s treatment and records is a fundamental tenet of medical practice. Indeed, paragraphs 4.2.3.1 and 4.4.3.1 of the SMC’s Ethical Code and Ethical Guidelines had stated very clearly the obligations and duties of a medical practitioner to preserve the confidentiality of a patient.
  - (b) We are of the view that the failure to maintain the confidentiality of a patient’s record is a serious breach by a medical practitioner, although the manner by which disclosure was made would be a relevant fact in every case.
  - (c) In the present case, the breach is all the more so disconcerting when it involved the publication of photographs of the patient from which she could and was identified in a club’s magazine. While we note that in the Agreed Statement of Facts the SMC has accepted that the

disclosure was due to an inadvertent error by you, we also note that your patient was distressed by her discovery of the publication and in that sense some harm had come to your patient.

- (d) We also take the view that in respect of the second charge, the association by a medical practitioner with persons not qualified to provide medical or medical support services is wholly unacceptable. Notwithstanding the attempts to disassociate the clinic's operations from that of the spa's business, you should not have put yourself into this difficult position in the first place by entering into the service agreement with the clinic.
8. This Committee takes the view that a strong signal had to be sent to the medical profession of the importance of the values of patients' confidentiality and adherence to the Ethical Code and Ethical Guidelines. Medical practitioners should take care to maintain the practice of medicine and not associate themselves with non-medical or non-medical support services. In this regard, we would emphasise that such breaches would invariably attract a minimal sentence of suspension as appropriate punishment.
9. However, in the present case, given the strong and exceptional mitigating factors presented to us, this Committee is not inclined to impose the punishment of suspending your medical registration. We would state that this should not be taken as a precedent that any further breach of similar offences by any practitioner will not attract a period of suspension or greater punishment. We would also state that all medical practitioners owe a heavy responsibility in respect of the publication of any patient record, and to ensure that the requisite consent had been obtained. This responsibility can only be borne by the medical practitioner and no one else.

10. In light of all the circumstances, this Committee thus determines that the appropriate sentence to be:
  - (a) that you be fined \$5,000;
  - (b) that you be censured;
  - (c) that you give a written undertaking to the SMC that you will not engage in the conduct complained of, or any similar conduct;
  - (d) that you will furnish to the SMC within 30 days from today written evidence of the termination of the service agreement dated 1 September 2006 with The Aesthetics Clinic;
  - (e) that you pay the costs and expenses of and incidental to these proceedings, including the costs of the counsel to the SMC and the Legal Assessor.
  
11. The hearing is hereby concluded.

Dated this 8 December 2009.