IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 2

Small Claims Tribunals Claim No 21128 of 2024

Between

(1) JFL

… *Claimant*

And

(1) JFM

… *Respondent*

GROUNDS OF DECISION

[Contract — Duress — Economic duress]

[Contract — Undue influence — Actual undue influence]

[Commercial Transactions — Sale of goods — Consumer protection — Unfair practice]

TABLE OF CONTENTS

JFL
v
JFM

[2026] SGSCT 2

Small Claims Tribunals Claim No 21128 of 2024
Tribunal Magistrate Leon Abraham Tan
27, 30 May 2025

13 April 2026

Tribunal Magistrate Leon Abraham Tan:

Introduction

1 In the beauty and aesthetic services industry, it is not uncommon for businesses to rely on sales of service packages as their financial lifeline. Customers pay a lump sum in advance for a predetermined number of treatments. Generally, this benefits both parties – businesses get vital cashflow, while customers get to enjoy services at a preferential rate than as compared to the a la carte price. Whilst consumers patronising such establishments can reasonably expect some degree of selling to take place, there is a critical distinction between persuasive sales tactics and predatory practices that involve, *inter alia*, exerting pressure that crosses the boundaries of reasonable commercial behaviour and becomes undue or illegitimate. The line here is a fine one because some degree of pressure is naturally expected in any sales pitch, and businesses must tread it when closing a sale. Inevitably, there will be

customers who subsequently suffer from buyer's remorse and want to rescind the contract because they feel that, with the clarity of hindsight, that fine line had been crossed. When they are unable to secure a private resolution, some turn to the Small Claims Tribunals ("**SCT**") to seek a refund. It is in these circumstances that said fine line is brought into sharp relief, and legal doctrines for vitiating contracts and unfair practice under the Consumer Protection (Fair Trading) Act 2003 (2020 Rev Ed) ("**CPFTA**") come into play.

2 This case exemplified the foregoing. [JFL] (the "**Claimant**") purchased beauty products that came with complimentary facial services from [JFM] (the "**Respondent**"). She later regretted her decision when she returned home and was informed by her daughter that she had been scammed. This eventually led to the Claimant lodging a claim in the SCT for a full refund. After careful consideration, I dismissed the claim. I set out my reasons in this Grounds of Decision.

Facts

The Parties

3 The Claimant was an elderly Chinese educated lady who spoke primarily in Mandarin and understood minimal English.

4 The Respondent was a Singapore incorporated company, and it was in the business of retailing luxury beauty products and providing facial services. The Respondent operated several outlets in Singapore under different business names. Relevant to the dispute were two outlets named "[Store 1]" and "[Store 2]" that were located respectively on the ground floor and in the basement of a shopping mall along Orchard Road known as "[Mall X]".

Background to the dispute

5 The following were undisputed facts.

(a) On 23 October 2024, the Claimant visited [Store 1] sometime in the afternoon to redeem a free facial voucher that she acquired after buying beauty products at a department store in a different shopping mall.

(b) As the layout of [Store 1] was a factor that featured in the analysis below, I pause here to describe it in some detail. [Store 1] was a corner unit situated in a relatively prime spot for foot traffic in [Mall X] because it was right next to the entrance that connected the mall to a Mass Rapid Transit train station. [Store 1] had an open-concept design and so there was no physical barrier to separate the unit's premises and the public area. Hence, a significant part, if not most, of the floor space was easily visible to anyone who walked past. There were only two private rooms at the back for facials to be conducted. Otherwise, according to the Respondent's witness, [NGY], who was a director of the Respondent and the general manager for [Store 1], all other activity took place in the open floor area of the unit. At the very most, there were some non-full height privacy panels to provide some degree of concealment for customers trying on beauty products.

(c) The Claimant's facial was done in a private room at the back of [Store 1]. Thereafter, she was brought out to open floor space and sat on a chair right next to the entrance but behind one of the non-full height privacy panels. Two beauty consultants, [M] and [R], attended to the Claimant and conducted a sales pitch in Mandarin which involved showcasing various facial products and services that were on offer.

During this process, the beauty consultants applied a facial cream on to the Claimant's face to demonstrate its effect and carried out a massage.

(d) After some negotiation on the purchase price of $10,000, the Claimant agreed to pay $6,500 for a set of facial products known as the "[TL Set]". In addition, the Claimant received a free facial device known as the "[Device A]" and 15 facial sessions to be conducted at [Store 1].[1] The Claimant paid $2,000 by NETS and the balance $4,500 by cash.

(e) As the Claimant did not have $4,500 in cash on her, [M] informed her of [Bank Y]'s branch in the basement of [Mall X], which was one unit away from [Store 2]. [M] exited [Store 1] together with the Claimant and showed her where [Bank Y]'s branch was. The Claimant entered the branch alone and sought assistance from the staff there to withdraw money. During this time, [M] went to [Store 2] to collect the [TL Set] and she waited there for the Claimant. After the withdrawal was made, the Claimant returned to [Store 1] with [M] and made the balance payment. The Claimant also signed a receipt where it stated that there "shall be no refunds of products or services".[2]

6 After returning home on 23 October 2024, the Claimant's daughter informed her that she had been scammed and that she ought to get a refund. Hence, the Claimant returned to [Store 1] the next day to request for a refund. When a compromise could not be reached, the Claimant's daughter instigated her to lodge a police report, a complaint with the Consumer Association of Singapore and subsequently file a claim in the SCT.

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[1] C01.

[2] C01.

The parties' cases

7 The Claimant's case was simply that she wanted a refund. Her position at trial was that she was "pressured" into contracting because she felt "frighten[ed]" and "afraid" during the sales pitch conducted by [M] and [R]. However, she did not plead that the contract ought to be rescinded pursuant to any legal doctrine or allege that the Respondent was guilty of any unfair practice under the CPFTA.

8 The Respondent denied the Claimant's characterisation of what transpired. The Respondent's case was that the Claimant had contracted on her own free will and that she was not pressured into doing so. To establish this, the Respondent called [M], who conducted the sales pitch to the Claimant, and [NGY] as he was present at [Store 1] and observed the transaction on 23 October 2024.

Issues to be determined

9 In the SCT, proceedings are judge-led. This meant that the tribunal had to identify the relevant issues and ensure that the relevant evidence was adduced (see s 22(2) of the Small Claims Tribunals Act 1984 (2020 Rev Ed) ("**SCTA**")). This also meant that the tribunal could inquire into any matter that it considered relevant even if it was not raised by either party (see s 22(5) of the SCTA).

10 In this case, the Claimant used the words "pressured", "frighten[ed]" and "afraid" at the trial to describe how she felt during the contracting process. Since there was no contractual provision for refunds, the Claimant had to necessarily rely on some contractual doctrine that entailed the remedy of recission, or

statutory scheme, to obtain a refund. Therefore, I found it relevant to consider at the very least the following issues pursuant to the judge-led approach:

(a) The first was whether the Claimant could rely on the doctrine of economic duress to avoid the contract.

(b) The second was whether the Claimant could rely on the doctrine of undue influence to avoid the contract.

(c) The third was whether the Respondent was guilty of unfair practice which would then entitle the Claimant to a remedy under the CPFTA.

The first issue: Economic duress

11 Beginning with the first issue, a contract is voidable if it was procured by duress. However, there are different types of duress. I considered economic duress to be the only relevant type here because the Claimant confirmed at trial that the Respondent's beauty consultants did not make any threat to her person or property during the sales pitch on 23 October 2024.

The relevant legal principles for economic duress

12 The law on duress has long been settled. There are two requirements – namely, (a) the exertion of illegitimate pressure, and (b) such pressure compelled the victim's will to contract (see *Tjong Very Sumito and others v Chan Sing En and others* [2012] 3 SLR 953 ("***Tjong Very Sumito***") at [247]). Economic duress shares these requirements since it is a species of duress.

13 On the first requirement, illegitimate pressure requires a threat to be accompanied by a demand that, if met, ameliorates that threat (see *The Law of*

Contract in Singapore vol 1 (Andrew Phang Boon Leong gen ed) (Academy Publishing, 2nd Ed, 2022) ("***The Law of Contract in Singapore***") at paras 12.030 – 12.031).

14 As for the second requirement, there are four factors to consider when determining whether a victim's will was coerced (see *Tjong Very Sumito* at [259]): (a) whether the victim protested; (b) whether the victim had an alternative course open to him; (c) whether the victim was independently advised; and (d) whether the victim took steps to set aside the contract after entering into it. With respect to the second factor, the UK Supreme Court in *Times Travel (UK) Ltd and another v Pakistan International Airlines Corporation* [2023] AC 101 ("***Times Travel***") at [79] held that it was a *requirement* that a victim must *not* have had any *reasonable alternative* to giving into the threat (see Nelson Enonchong, *Duress, Undue Influence and Unconscionable Dealing* (Sweet & Maxwell, 4th Ed, 2023) ("***Duress, Undue Influence and Unconscionable Dealing***") at paras 4-019 – 4-020). Locally, the second factor has been referred to by the learned authors of *The Law of Contract in Singapore* at paras 12.096 – 12.098 as being a "main (umbrella) factor" instead of a requirement. However, regardless of the label used for the second factor, it is at the very least an important consideration that must feature in any analysis for economic duress.

Decision on the first issue: There was no economic duress on the facts

15 On the facts, I found that economic duress was not established because both requirements were not met.

First requirement: There was no illegitimate pressure

16 The first requirement of illegitimate pressure was not satisfied because the Respondent did not make any explicit or implicit threat.

17 To begin with, there was no explicit threat made to the Claimant because she confirmed that fact at trial. Thus, this was not a case where the beauty consultants who served her threatened to do something (never mind whether the threat was lawful or not) unless the Claimant contracted with the Respondent.

18 Next, since threats could come in any form, I considered whether there was anything on the facts that enabled me to infer that a threat had been made implicitly by the beauty consultants' conduct. In this case, the Claimant testified at trial that she was frightened, afraid and pressured because the beauty consultants conducted their sales pitch in a manipulative manner. Thus, she felt threatened to make the purchase. However, after considering the circumstances in totality, I was of the view that it was more likely than not that this aspect of the Claimant's testimony was an afterthought. My reasons were as follows:

(a) Firstly, the Claimant confirmed at trial that the beauty consultants did not obstruct her exit. That said, she asserted that she was restrained during the sales pitch when the beauty consultants applied a facial cream and massaged her. Moreover, she wrote in her witness statement that this was done without her consent.[3] However, I did not accept the Claimant's characterisation that she was somehow restrained in those circumstances because she confirmed at trial that there was nothing to stop her from getting up and leaving [Store 1] during the sales pitch. Additionally, [M] testified that the Claimant was pleased with the

[3] Para [4] of the Claimant's witness statement (C55).

service rendered, and she did not protest or resist the treatment. While [M]'s testimony could be viewed as self-serving, I accepted it because the Claimant did not give any evidence that she declined or resisted the service rendered. If she truly did not want it, one would have reasonably expected her to offer up some form of protest. Yet, there was none. Furthermore, given the open layout of [Store 1] and where the Claimant sat (as mentioned at [5(c)] above), I found it to be unlikely that the beauty consultants could have done anything untoward to practically prevent her from leaving without drawing the attention of passers-by.

(b) Secondly, the Claimant initially stated in her witness statement that she was prevented by one of the beauty consultants from calling her daughter to discuss the transaction.[4] If true, such conduct would corroborate the Claimant's account, and could potentially give rise to a finding that there was an implicit threat. At trial, the Claimant explained that she wanted to make that call because she recognised that the transaction involved a significant amount of money. Hence, she wanted to run it by her daughter. However, when probed about this, the Claimant clarified that the beauty consultants did not prevent her from making that call, and that her mobile phone was with her. Instead, she decided not to make that call because she did not want to trouble her daughter whilst she was at work. Therefore, this was not a case where the Claimant's ability to contact her daughter for help was impeded by the beauty consultants. If the Claimant truly felt frightened, afraid, pressured or threatened, she could have contacted her daughter to get a second opinion, and yet she chose not to do so.

[4] Para [4] of the Claimant's witness statement (C55).

(c) Thirdly, the Claimant also initially stated in her witness statement that she was "made" to pay $2,000 by NETS.[5] This suggested that she was somehow forced into giving up her NETS card and to key her pin number into the payment terminal. Again, if true, such conduct would have pointed towards an implicit threat on the facts. However, the Claimant confirmed at trial that she was not forced but rather *convinced* to do so through the course of the sales pitch. Being convinced was clearly not the same as being forced to do something.

(d) Finally, it seemed strange to me that the Claimant was even able to negotiate the purchase price. In my view, that fact was inconsistent with the notion that she felt frightened, afraid or threatened. If that were truly how she felt, one would have reasonably expected her to accept whatever price the beauty consultants proffered. However, she did not do that and instead negotiated down the purchase price.

19 Ultimately, the material inconsistencies in the Claimant's testimony only served to reduce the credibility of her account of what transpired on 23 October 2024. This in turn led me to conclude that her assertions – namely, that she felt frightened, afraid, pressured or threatened – were afterthoughts conjured up to justify her request for a refund.

20 For completeness, I recognised that there would have been some degree of pressure to contract in the sales pitch conducted by the beauty consultants. However, that fact alone could not *ipso facto* constitute a threat because it is trite that contracts are always entered into under some form or degree of pressure exerted by one party over another (see *Times Travel* at [82] and *Duress,*

[5] Para [4] of the Claimant's witness statement (C55).

Undue Influence and Unconscionable Dealing at para 2-002). As stated at the outset, there is difference between persuasive sales tactics on the one hand, and predatory practices on the other. Depending on the facts, the latter in my opinion had the potential to give rise to a finding of an implicit threat. Without being exhaustive, one example in the physical retail context would be if a retailer's conduct was such that it made it unreasonably difficult for a customer to leave the store unless he agreed to buy something. In such circumstances, the implicit threat would be that the customer would be involuntarily detained unless he met the demand to contract. However, in this case, there was insufficient evidence to suggest that the beauty consultants went beyond reasonable commercial behaviour and engaged in predatory practices such as to justify a finding of an implicit threat.

21 To sum up on the first requirement, there was no illegitimate pressure because there was no explicit or implicit threat made by the Respondent. And, as a matter of common sense, there cannot be (economic) duress if a demand to contract was made without a threat.

The second requirement: The victim's will was not coerced

22 The second requirement – namely, that the Claimant's will was coerced – was also not satisfied.

23 As mentioned at [14] above, there are four factors that were relevant to the analysis for the second requirement. In this case, the Claimant attempted to set aside the contract the very next day after her daughter informed her that she had been scammed. While that was one factor that suggested her will was coerced, there were two other significant factors that pointed in the other direction.

24 The first and most significant factor was that the Claimant had the reasonable alternative of walking away from the transaction. On the facts, I found that she had two opportunities to do so: (a) the first was to leave [Store 1] during or immediately after the sales pitch; and (b) the second was when she left [Store 1] to withdraw money from [Bank Y]'s branch. These two opportunities constituted a reasonable alternative because they were not mere theoretical options for the Claimant to take, but they were practical ones that she could and should have taken. Yet, she did not, and she even returned to complete the transaction. In my judgment, this conduct militated heavily against a finding that her will was coerced. I will expand on these two opportunities.

(a) The first opportunity the Claimant had to leave [Store 1] and not go through with the transaction was during the sales pitch that the beauty consultants conducted, or immediately right after. It was the Claimant's own evidence that there was nothing to stop her from leaving when beauty consultants applied facial cream on her and gave her a massage. She only chose to stay throughout the treatment because she was allegedly frightened and afraid. However, for the reasons stated at [18] – [19] above, I found that assertion to be an afterthought. Moreover, immediately after the treatment had been rendered, it was also open to her to leave if she truly felt uncomfortable, and yet she did not do so.

(b) The second opportunity presented itself when the Claimant exited [Store 1] and walked over to [Bank Y]'s branch in the basement of [Mall X]. As mentioned at [5(e)] above, [M] walked with the Claimant and showed her where said branch was located. Thereafter, the Claimant went in alone and got assistance from a staff there to withdraw $4,500 from her account. However, I found it to be highly curious that she did not walk away since she had already left [Store 1], or seek help

from [Bank Y]'s staff and/or the security officer(s) present instead of withdrawing a significant amount in cash. In particular, she could have gotten help whilst alone in said branch given that she was allegedly frightened, afraid and threatened. Moreover, it was also open to the Claimant to abandon the transaction by not returning to [Store 1] after withdrawing her money. When queried about the foregoing, the Claimant explained that, even though [M] did nothing to force her to walk with her, she did neither as she was pressured during the sales pitch to a point where she was in a trance-like and confused state. Thus, she was very pliable and did not have a mind of her own to take either option. However, notwithstanding that, she also said that she recognised that she had contracted once the initial $2,000 was paid, and was worried that she could not recover that amount if she did not return to complete the transaction.

(c) I did not accept the foregoing explanation because I found it to be was logically inconsistent – despite claiming to be in a trance-like and confused state, the Claimant somehow had the presence of mind to: (i) firstly, reject the initial two offers on the purchase price because she found them to be too expensive; (ii) secondly, recognise that the transaction involved a significant amount of money and so it was prudent to get a second opinion from her daughter; (iii) thirdly, decide not to call her daughter so as not to disturb her whilst she was at work; (iv) fourthly, rationalise that paying part of the purchase price in cash brought the overall amount down to $6,500; and (v) finally, realise that she had contracted after paying the initial $2,000. Taken together, these factors pointed towards the conclusion that the Claimant had her wits about her throughout the transaction, and that her claim to be in a trance-

like and confused state was an afterthought conjured up to justify a refund.

25 The second factor was that the Claimant did not make any protest when she was served by the beauty consultants or when she made two tranches of payment. This was attested to at trial by [M] and [NGY], both of whom were present during the transaction. I accepted their testimonies because they were corroborated by the fact that the Claimant had her wits about her during and decided to complete the transaction. However, the weight of this factor depended on whether it was even possible for the Claimant to protest. This is because the absence of protest would mean nothing in the analysis if she was not even able to protest (see *Duress, Undue Influence and Unconscionable Dealing* at para 4-013). In this case, there was nothing on the facts to suggest that the circumstances were such that it was not possible for her to protest. Hence, I ascribed significant weight to the Claimant's lack of protest.

Conclusion on the first issue

26 To conclude on the first issue, since economic duress was not established on the facts, the Claimant could not rely on that doctrine to avoid the contract.

The second issue: Undue influence

27 Moving on to the second issue, a contract is similarly voidable if it is procured by the exertion of undue influence. The doctrine of undue influence has two broad aspects to it – namely, "Class 1" undue influence (*i.e.*, actual undue influence or "Class 2" (*i.e.*, presumed undue influence) (see *BOM v BOK and another appeal* [2019] 1 SLR 349 ("***BOM***") at [101]).

28 To streamline the analysis, "Class 2" undue influence was ruled out right at the outset because this was not a case where there was a pre-existing relationship of trust and confidence between the parties, and that that relationship was such that it could be presumed that the Respondent abused the Claimant's trust and confidence (see *BOM* at [101(b)]). This was because there was simply no evidence of such a relationship between the Claimant, as a retail customer, and the Respondent, as a retailer. Moreover, the Claimant's visit to [Store 1] on 23 October 2024 was her first interaction with the Respondent. Accordingly, there was no presumed undue influence, and only "Class 1" undue influence had to be considered.

The relevant legal principles for "Class 1" undue influence

29 The requirements for "Class 1" undue influence were succinctly summarised by the Court of Appeal in *BOM* at [101(a)] to be as follows: (a) firstly, the respondent had the capacity to influence the victim; (b) secondly, influence was exercised; (c) thirdly, the exercise was undue; and (iv) finally, the exercise brought about the transaction.

30 When the four requirements are distilled down, a victim wishing to invoke "Class 1" undue influence essentially has to prove two elements: (a) actual undue influence; and (b) causation. Insofar as the former is concerned, a victim has to show that his consent was not obtained by the exercise of his free will, and that there was impropriety in the respondent's exercise of influence (see *The Law of Contract in Singapore* at paras 12.133 and 12.135). Further, unlike "Class 2" undue influence, there is no need for a victim to establish that there was a pre-existing relationship (see *Duress, Undue Influence and Unconscionable Dealing* at para 8-002).

Decision on the second issue: There was no "Class 1" undue influence on the facts

31 In summary, I found that "Class 1" undue influence was not established because the Claimant failed to prove that (a) her will was impaired to such an extent that her consent to contract was not freely given, and (b) there was anything undue with the Respondent's exercise of influence. In this case, I did not find causation to be an issue because I accepted that the Claimant was convinced to contract through the sales pitch conducted by the beauty consultants. Hence, the focus of the analysis was on the Claimant's ability to prove actual undue influence.

The Claimant's free will was not impaired

32 To begin, I found that the Claimant's mind and will was not dominated such that her free will was impaired. My reasons for this conclusion were the same as those for rejecting the Claimant's assertion that she was in a trance-like and confused state as set out at [24(b)] – [24(c)] above. In short, I was of the view that the Claimant had sufficient presence of mind throughout her dealings with the Respondent on 23 October 2024 to look out for her own interest and evaluate the transaction. Accordingly, she exercised her free will to contract with the Respondent.

The Respondent's exercise of influence was not undue

33 Next, I found that the exercise of influence by the beauty consultants during the sales pitch on 23 October 2024 was not undue.

34 For influence to be regarded as undue, there must have been something wrong in the way it was exercised – *e.g.*, there was some unfair or improper

conduct, coercion or some form of misleading that took place (see *Rajabali Jumabhoy v Ameerali R Jumabhoy* [1997] 2 SLR(R) 296 at [188]). In other words, the exercise of influence must have been unconscionable, and a court has to determine this by assessing the circumstances under which consent was given (see *Duress, Undue Influence and Unconscionable Dealing* at para 8-024).

35 In this case, the evidence before me did not warrant the conclusion that there was any impropriety on the part of the beauty consultants when they conducted their sales pitch. This was because, save for one piece of documentary evidence tendered, the Claimant's primary evidence of impropriety was her (written and oral) testimony about what transpired on 23 October 2024 – namely, the beauty consultants behaved in a manipulative manner, which left her feeling frightened, afraid, pressured and threatened. However, for the reasons already stated at [18] – [19] above, I was of the view that that aspect of the Claimant's testimony was an afterthought conjured to justify her claim for a refund. Accordingly, I did not attribute much, if any, weight to her account. The line between acceptable commercial pressure on the one hand and undue influence on the other was a fine one (see *Ng Giap Hon v Westcomb Securities Pte Ltd* [2009] 3 SLR(R) 518 at [86]). While there would obviously have been some pressure exerted on the Claimant during the sales pitch, I did not think that there was sufficient evidence to show that the beauty consultants had crossed that fine line by, for instance, engaging in bullying or importunity.

36 As for the documentary evidence alluded to above, the Claimant relied on a screenshot of a WhatsApp message that was allegedly sent to her by [S] on 1 March 2025 (the "**Message**") to show that there was impropriety in the way the Respondent conducted sales. In the Message, [S] said: "I no longer work for

this company and quit because their sales method is inappropriate."[6] It has been said that any text taken out of its context can become a pretext. That was precisely what the Message was. On its surface, it appeared to be damning evidence from a former employee who resigned in protest over the Respondent's improper sale tactics. However, that could not be further from the truth. Not only was the Message devoid of context, since it was only a screenshot that did not reveal the underlying circumstances for that text from [S], but it turned out to be *completely irrelevant*. At trial, the Claimant clarified only after being probed that [S] was not even an employee of the Respondent, and she did not work at [Store 1]. Instead, [S] manned a cosmetic booth that was not even operated by the Respondent in a department store at a different shopping mall. Therefore, I did not accord any weight to the Message.

Conclusion on the second issue

37 In conclusion, "Class 1" undue influence was not established on the facts, and so the Claimant could not rely on that doctrine to avoid the contract.

The third issue: Unfair practice

38 The final issue pertained to whether the Respondent was guilty of unfair practice under the CPFTA.

39 To state briefly, the SCT has jurisdiction to hear unfair practice claims relating to contracts for the sale of goods and provision of services (see s 7(1)-(2) of the CPFTA read together with s 5(1)(a) and para 1(a) of the Schedule of the SCTA). If unfair practice is established, the SCT can order, *inter alia*, restitution by way of a money order (see s 7(6) of the CPFTA read together with

[6] C29.

s 35(1) of the SCTA). In this case, the parties' transaction on 23 October 2024 was clearly a "consumer transaction" for the purposes of unfair practice under s 4 of the CPFTA. This was because the Claimant and the Respondent fell within the definition of "consumer" and "supplier" respectively under s 2(1) of the CPFTA.

The relevant unfair practice under the CPFTA

40 In this case, the Claimant did not allege any specific unfair practice. However, since she claimed that she felt pressured, frightened and afraid during the contracting process (as stated at [10] above), I considered the most relevant unfair practice to be found under s 4(d) read together with para 14 of Part 1 of the Second Schedule of the CPFTA – namely, "[t]aking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction involving goods or services" (the "**Relevant Unfair Practice**").

41 However, the Relevant Unfair Practice raised a preliminary issue of statutory interpretation: while undue influence was a well-defined concept under the common law, the issue was what constituted "undue pressure"? I pause here to highlight that at the time of determining this dispute, there was (and still is) a dearth of information on the Relevant Unfair Practice. Hence, I took the opportunity to set out my views of how that term should be interpreted. That said, my views were reached without the assistance of counsel, since s 23(3) of the SCTA prohibited legal representation for proceedings before the tribunal, and any submissions from the parties.

Interpretation of para 14 of Part 1 of the Second Schedule of the CPFTA

The relevant legal principles for statutory interpretation

42 The starting point of any exercise of statutory interpretation was s 9A(1) of the Interpretation Act 1965 (2020 Rev Ed), which required a court to adopt a purposive approach and favour an interpretation that promoted the underlying objective of a statute. The purposive approach entailed applying the three-step analytical framework (see *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 ("***Tan Cheng Bock***") at [37]):

(a) firstly, ascertain the possible interpretations of the provision, having regard not just to the text of the provision but also to the context of that provision within the written law as a whole;

(b) secondly, ascertain the legislative purpose or object of the statute; and

(c) thirdly, compare the possible interpretations of the text against the purposes or objects of the statute.

First step: ascertaining the possible interpretations

43 Beginning with the first step, there were to my mind three possible meanings to the term "undue pressure":

(a) firstly, it could refer to a standard of pressure exerted on a consumer that was *lower* than the concept of illegitimate pressure, which is a requirement under the doctrine of duress (the "**First Interpretation**");

(b) secondly, it could refer to a standard of pressure exerted on a consumer that was *higher* than the concept of illegitimate pressure (the "**Second Interpretation**"); or

(c) thirdly, it could refer, or be equated, to the concept of illegitimate pressure itself (the "**Third Interpretation**").

Second and third steps: ascertaining the legislative purpose and comparing possible interpretations against the objects of the statute

44 Turning next to the second and third steps, I dealt with them together because they are often merged in practice since the process of ascertaining legislative purpose often entailed comparing possible interpretations against the purpose of the statute in question (see *Hossain Rakib v Ideal Design & Build Pte Ltd* [2023] 5 SLR 1529 at [35]).

45 The chief purpose of the CPFTA was to better enable consumers to protect themselves by enabling them to seek civil redress for unfair practice, whilst balancing the interests of businesses by not imposing undue regulatory costs on them. During the second reading of the Consumer Protection (Fair Trading) Bill (Bill No 27 of 2003) (the "**CP(FT) Bill**"), the Minister of State for Trade and Industry, Mr Raymond Lim Siang Keat ("**Mr Lim**"), stated the following (see *Singapore Parliamentary Debates, Official Report* (10 November 2003) vol 76 at cols 3353 and 3355 – 3356):

> **The Bill now before the House is principally designed to accord better protection to consumers by allowing them to seek civil redress against traders engaging in unfair practices**. The primary focus is on small consumers who lack the expertise and resources to fend for themselves against unfair practices.
>
> …

> **Sir, in drafting this Bill, we are mindful of the need to balance the interests of the consumers and traders**. On the one hand, the Act must provide adequate safeguards for consumers and allow them legal recourse to claim against unfair practices. On the other hand, we do not want to over-regulate and add to business costs. Amongst traders, those who engage in unfair practices are a minority. It will be unfair to impose undue regulatory costs on the majority who conduct business ethically. This would also be bad for consumers, for such costs will in the end be passed back to them.
>
> … the Bill will hold traders accountable for unfair practices by making them liable for civil restitution. This will empower consumers to seek civil remedies against errant traders, without having to rely on or wait for the Government to take action. Besides allowing for quick redress, this approach of self-reliance will encourage greater consumer responsibility and pro-activity.
>
> …
>
> **Sir, our overall approach of 'caveat emptor' to consumer protection has served us well, and remains the best defence for consumers. However, despite the best care, consumers may still fall prey to unfair practices. The Consumer Protection (Fair Trading) Act will thus accord better protection to consumers**. It will also benefit honest traders by weeding out the errant ones. This will help develop consumer sophistication and raise the standard of the retail sector. The outcome will be a fairer and more equitable marketplace, but without undue regulatory burden on businesses.
>
> [emphasis added in bold and underline]

46 Given the purpose of the CPFTA, the Second Interpretation was clearly untenable. It is a trite principle of statutory interpretation that Parliament is presumed to have knowledge of existing laws at the time of legislating (see D Bailey and L Norbury, *Bennion, Bailey and Norbury on Statutory Interpretation* (LexisNexis, 8th Ed, 2020) at p 715 and *Lachaux v Independent Print Ltd* [2015] EWHC 2242 (QB) at [44]). Thus, Parliament is deemed to have known of the doctrine of duress under the common law when the CPFTA was enacted. Since consumers could already avail themselves of that doctrine, it would make no sense for Parliament to enact a provision that made it *harder* for consumers to get a remedy for unfair practice by setting the standard for "undue pressure" as

being higher than the requirement of illegitimate pressure. Accordingly, to adopt such a reading would, in my view, go against the purpose of the CPFTA.

47 As for the Third Interpretation, that too was untenable. This is because another trite principle of statutory interpretation is that Parliament does not legislate in vain (see *Tan Cheng Bock* at [38]). Therefore, when Parliament used the words "undue pressure", Parliament could not have been referring to the requirement of illegitimate pressure from the doctrine of duress. If Parliament wanted that, paragraph 14 of Part 1 of the Second Schedule of the CPFTA would have used the words "illegitimate pressure" just as it had specifically used the term "undue influence".

48 Therefore, between the three possible meanings, I favoured the First Interpretation because it was consistent with Parliament's intention behind enacting the CPFTA – a consumer who did not satisfy the requirement of illegitimate pressure to invoke the doctrine of duress could still avail himself of the Relevant Unfair Practice if there was undue pressure.

49 That said, what then exactly was required to establish undue pressure for the purposes of the Relevant Unfair Practice? Since that term was not defined in the CPFTA, I turned to the plain and ordinary meaning of the words. The Oxford Dictionary defined "undue" as being something that was unwarranted or inappropriate because it was excessive or disproportionate (see *Oxford Dictionary of English* (Angus Stevenson ed) (Oxford University Press, 3rd Ed, 2010) at p 1936). Hence, insofar as the undue pressure limb of the Relevant Unfair Practice was concerned, the inquiry was whether the pressure could be described as excessive or disproportionate.

Decision on the third issue: The Respondent was not guilty of the Relevant Unfair Practice

50 Returning to the facts, I found that the Respondent was not guilty of the Relevant Unfair Practice for two reasons.

(a) Firstly, the Claimant could not rely on the undue influence limb because, as explained at [28] and [31] – [37] above, I found that "Class 2" undue influence was not relevant here, and "Class 1" undue influence was not established.

(b) Secondly, the Claimant could not rely on the undue pressure limb as I was unable to find on the facts that the beauty consultants had exerted excessive or disproportionate pressure during the sales pitch. As explained at [18] – [19] above, I was of the view that the Claimant's testimony that she was frightened, afraid and pressured was an afterthought that she conjured to justify a refund. Moreover, there was also insufficient evidence to suggest that the beauty consultants went beyond reasonable commercial behaviour and engaged in predatory practices (see [20] above).

51 Therefore, the Claimant cannot obtain any remedy under the CPFTA.

Conclusion

52 For the foregoing reasons, I dismissed the claim in its entirety.

53 To conclude this Grounds of Decision, I will make some observations.

54 The first is that this case serves as a reminder that *caveat emptor – i.e.*, buyer beware – remains a cornerstone principle for consumer transactions in

Singapore. While the SCT was established to better enable consumers to protect themselves by providing a more accessible forum to seek civil redress against errant traders (see *Small Claims Tribunals in Singapore: Accessible • Affordable • Empowering* (Thian Yee Sze and Sandra Looi Ai Lin eds) (Academy Publishing, 2025) at paras 1.1 and 1.16), that fact does not diminish the need for consumers to exercise due diligence when shopping for goods or services. Indeed, during the second reading of the Small Claims Tribunals Bill (Bill No 10 of 1984), Prof S Jayakumar, the then Minister for Labour and Second Minister for Law and Home Affairs, specifically cautioned consumers against making purchases blindly and reminded of the need to be vigilant when contracting (see *Singapore Parliamentary Debates, Official Report* (24 August 1984) vol 44 at col 2000). The paradigm of *caveat emptor* remained true even when the CPFTA was enacted. Notwithstanding its purpose (as seen at [45] above), Mr Lim reiterated this paradigm during the second reading of the CP(FT) Bill because Singapore, as a society, believed that individuals should ultimately take responsibility for themselves when transacting (see *Singapore Parliamentary Debates, Official Report* (11 November 2003) vol 76 at col 3455). Therefore, it bears emphasising that the availability of consumer protection mechanisms does not absolve buyers from the need to remain vigilant and make informed decisions when contracting.

55 Following from the above, the second is that contracts are not easily unwound once they are formed. This is so even if consumers subsequently regret their decision in hindsight. Save for limited exceptions, the sanctity of contracts requires the courts to hold parties to their bargain and enforce the terms of their agreement (see *Alliance Concrete Singapore Pte Ltd v Sato Kogyo (S) Pte Ltd* [2014] 3 SLR 857 at [30]). The limited exceptions that exist in the form of vitiating doctrines (*e.g.*, duress and undue influence) have stringent requirements that demand cogent evidence to succeed. And in an adversarial

legal system, consumers seeking to invoke such doctrines to escape what they perceive as a bad bargain must understand that the burden lies squarely upon them to establish their case on the balance of probabilities. This is regardless of their personal circumstances or legal sophistication. Whilst I sympathised with the Claimant's position in this case, since the sum at stake for her was not an insignificant amount, the judge-led approach adopted by the tribunal could not be used to remedy the deficiencies in her case. Ultimately, the lack of cogency in the Claimant's evidence did not allow me to conclude that the Respondent had crossed the fine line mentioned at the outset and engaged in predatory practices.

Leon Abraham Tan
Tribunal Magistrate

The claimant in person;
The respondent in person.
