Please delete where applicable –

1. This judgment DOES NOT need redaction.
2. Redaction HAS NOT been done.

DISTRICT JUDGE CHIAH KOK KHUN
31 August 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 281

District Court Originating Claim No 2219 of 2024

Between

Asia Excel Pte Ltd

… *Claimant*

And

Chua Poh Hiok

… *Defendant*

JUDGMENT

[Tort] — [Defamation] — [Defamatory statements] — [Whether statements defamatory]
[Tort] — [Defamation] — [Justification] — [Whether substance of statement justified]
[Tort] — [Defamation]— [Fair Comment] — [Whether statements comprised fair comments based on facts and of public interest]

TABLE OF CONTENTS

INTRODUCTION **1**

ISSUES TO BE DETERMINED **2**

ANALYSIS AND FINDINGS **2**

THE REVIEW IS NOT DEFAMATORY 2

THE GIST OF THE REVIEW IS TRUE 10

THE REVIEW COMPRISES COMMENTS WHICH A MATTER OF PUBLIC INTEREST 14

CONCLUSION **15**

Version No 1: 31 Aug 2026 (16:51 hrs)

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Asia Excel Pte Ltd
v
Chua Poh Hiok

[2026] SGDC 281

District Court Originating Claim No 2219 of 2024
District Judge Chiah Kok Khun
16 July, 27 August 2026

31 August 2026 Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 The claimant ("AE") is in the business of retail sale of household electrical appliances and equipment; and online marketing and sales of goods. The defendant ("Ms Chua") was a customer who purchased a cooker hood from AE through a popular online shopping platform own by Shopee Pte Ltd ("Shopee").[1]

2 AE is claiming against Ms Chua for publishing a defamatory statement (the "Review") against AE in the review section of a page listing one of AE's products on Shopee ("AE Listing Page"). Ms Chua, who acts in person, denies

[1] Para 2 of statement of claim.

the Review is defamatory and relies on the defences of justification and fair comment.[2]

3 For the reasons below, I am dismissing the claim.

Issues to be determined

4 The issues to be determined by me in this application are as follows:

(a) Whether the Review bear a defamatory meaning.

(b) Whether the substance or gist of the Review is true.

(c) Whether the Review is a fair comment of public interest that can be honestly made on the facts.

Analysis and findings

The Review is not defamatory

5 The elements of the tort of defamation are trite. To establish a tort of defamation, there must be:

(a) a statement bearing a defamatory meaning;

(b) reference made to the claimant; and

(c) publication to a third party.

6 Once the above is established, defamation is made out and the question of the applicability of defences such as justification, qualified privilege and fair

[2] Para 3-6, 9-10, 14 of defence; para of closing submissions dated 27 August 2026.

Version No 1: 31 Aug 2026 (16:51 hrs)

comment arises. See: *Golden Season Pte Ltd v Kairos Singapore Holdings Pte Ltd* [2015] 2 SLR 751 at [34]-[35] & [39].

7 In regard to the first element, a statement is defamatory in nature if:

(a) it lowers the claimant in the estimation of right-thinking members of society generally or ordinary reasonable people;

(b) it causes the claimant to be shunned or avoided; or

(c) it exposes the claimant to hatred, contempt or ridicule.

(*Golden Season* at [36]).

8 Turning to the present case, I note at the outset that the Review comprised the entire text of a review posted by the defendant on Shopee. It is undisputable that buyers would post ratings and reviews on products and sellers on the pages of Shopee. Such ratings and reviews form an integral part of the ecological system of e-commerce platforms. In the course of the trial, it is established that Shopee in fact actively encourages buyers of goods on its platform to post reviews on sellers. On 13 November 2024, Ms Chua posted the Review in the review section of the AE Listing Page, the text of which is as follows:[3]

> Please do not buy from this seller. They will call u and keep saying once delivered, no damaged to exterior means cannot return of refund. On top of it, they insist n insist u must wait at home for delivery and make sure u sign d delivery, once signed, no refund/return. Now, what if after installation, it is faulty? How to receive and make sure immediately it is not faulty? It is very frustrating that they n their delivery man will keep reminding u, once acknowledged receipt means everything is acceptable and cannot return. And they give u delivery time like 10am to 1pm n tell u, someone must check n sign once delivered or else charge u $35 for a re-delivery if no one at home. Consider the above before you buy.

[3] Paras 3 & 10 of statement of claim.

Version No 1: 31 Aug 2026 (16:51 hrs)

9 It is not disputed that the Review was directed at AE as it was posted on the AE Listing Page.[4]

10 The claimant's case is that Ms Chua's publication of the Review resulted in the following:[5]

(a) The Review to be read or readable by any third parties who visit the AE Listing Page.

(b) The third parties to instantly identify that the Review relates to alleged actions performed by AE.

(c) A large but unquantifiable number of users in Singapore and worldwide who accessed the AE Listing Page *via* Shopee would have read the Review.

11 The claimant contends that in their natural and ordinary meaning, the Review is understood to mean:[6]

(a) That customers should not buy items from AE.

(b) That AE would continuously call customers to state that once delivery is done, any damage to the exterior of the product would not be subject to return or refund.

(c) That AE would continuously insist that customers must be home for the delivery and once customers signed, there would be no return or refund for the product "no matter what".

---

4 Para 3 of statement of claim.

5 Para 5 of affidavit of evidence in chief ("AEIC") of Ray Rajagopal.

6 Para 20 of claimant's closing submissions dated 27 August 2026.

Version No 1: 31 Aug 2026 (16:51 hrs)

(d) That AE's delivery man would continuously remind customers of (b) above, causing frustration.

(e) Upon giving a delivery time, someone must sign upon delivery, failing which a $35 delivery fee will be charged if no one is at the stated delivery address.

12 I consider first whether the Review is defamatory. To determine whether it is clear that the Review is defamatory, I turn to the question of the meaning of the Review

13 In this regard, caselaw provides guidance on the approach in determining meaning. In *Goh Chok Tong v Jeyaretnam Joshua Benjamin and another action* [1998] 2 SLR(R) 971, the Court of Appeal held at [44] that the law of defamation is concerned with the meanings of the alleged defamatory words as conveyed to the ordinary man, and ascribes two types of meanings to the words:

(a) the natural and ordinary meaning; and

(b) the innuendo meaning.

14 In reference to the two types of meanings, it was stated by the Court of Appeal at [44] as follows:

> 44 … In both cases, the meaning is that as understood by the ordinary man: in the case of the ordinary meaning such meaning is derived from the words themselves, read or heard in their proper context and in the circumstances in which they were said; and in the case of the innuendo meaning such meaning is arrived at with the aid of extrinsic facts known to the ordinary man. …

Version No 1: 31 Aug 2026 (16:51 hrs)

15 In another Court of Appeal decision, *Chan Cheng Wah Bernard v Koh Sin Chong Freddie and another appeal* [2012] 1 SLR 506 ("*Chan Cheng Wah*") at [18], the Court of Appeal set out the rules applicable to the construction of words based on their natural and ordinary meanings:

(a) the natural and ordinary meaning of a word is that which is conveyed to an ordinary reasonable person;

(b) as the test is objective, the meaning which the defendant intended to convey is irrelevant;

(c) the ordinary reasonable reader is not avid for scandal but can read between the lines and draw inferences;

(d) where there are a number of possible interpretations, some of which may be non-defamatory, such a reader will not seize on only the defamatory one;

(e) the ordinary reasonable reader is treated as having read the publication as a whole in determining its meaning, thus "the bane and the antidote must be taken together"; and

(f) and the ordinary reasonable reader will take note of the circumstances and manner of the publication.

16 Pausing at this juncture, it is seen above that the law is clear that the question of whether a statement is defamatory is a wholly objective test. It is trite that it is so. In more than one defamation cases filed in the State Courts however, it appears that claimants have a misapprehension of the law. In the present case for instance, the claimant's representative, who is represented by counsel, took pains to state in his affidavit of evidence in chief ("AEIC") what

Version No 1: 31 Aug 2026 (16:51 hrs)

he understood the Review to mean.[7] He also stated that, in *his mind*, the Review lowers the reputation of the claimant.[8] The AEIC went on in the same vein in regard to *his understanding* of the Review to be a statement of fact and not comment; that in *his mind*, the Review referred to the claimant.[9] These elements of the tort of defamation are questions of law for the court. These questions do not turn on the claimants' own beliefs and understanding. No amount of earnest belief on the part of the claimants will advance their case on meanings. Often, such misguided approach extends to evidence and pervades in the conduct of the trial, manifesting in cross-examination questions put to defendants of the defendants' own understanding of meanings of words and their views on the question of whether they are defamatory. For completeness, it is likewise for the question of intention. The meaning which the defendant *intended* to convey is irrelevant in the determination of meaning, which remains an objective test.

17 Returning to the question of meaning in the present case, as discussed above, in construing the meaning of the Review, the ordinary reasonable reader will take note of the circumstances and manner of the publication of the Review (see *Chan Cheng* Wah at [18]). The circumstances would include the content of the Review, as well as the context of the posting of the Review. In this regard, it is not disputed that Shopee encourages buyers of goods on its platform to post reviews. Buyers regularly post ratings and reviews on products and their sellers on the pages of Shopee. Such ratings and reviews form an integral part of the Shopee platform. It was in the context of this ecological system of e-commerce that the defendant posted the Review. With the context in place, I examine the text of the Review. For ease of reference, it is set out here again:

---

7 Para 5 of AEIC of Ray Rajagopal.

8 Para 6 of AEIC of Ray Rajagopal.

9 Paras 6(b) & 7 of AEIC of Ray Rajagopal.

Version No 1: 31 Aug 2026 (16:51 hrs)

> Please do not buy from this seller. They will call u and keep saying once delivered, no damaged to exterior means cannot return of refund. On top of it, they insist n insist u must wait at home for delivery and make sure u sign d delivery, once signed, no refund/return. Now, what if after installation, it is faulty? How to receive and make sure immediately it is not faulty? It is very frustrating that they n their delivery man will keep reminding u, once acknowledged receipt means everything is acceptable and cannot return. And they give u delivery time like 10am to 1pm n tell u, someone must check n sign once delivered or else charge u $35 for a re-delivery if no one at home. Consider the above before you buy.

18 I will begin with the end. It is noted that the defendant ended the Review with the words, "Consider the above before you buy." It is therefore clear when reading the Review as a whole that the defendant is asking the reader to consider the Review before purchasing items from the defendant. As discussed above, the ordinary reasonable reader would be treated as having read the Review as a whole in determining its meaning and the ordinary reasonable reader would take note of the circumstances and manner of the posting of the Review (*Chan Cheng Wah* at [18]). The ordinary reasonable reader reading the last line of the Review would understand the Review in its context and manner of posting for what it is – a review of the claimant as a seller of items on Shopee based on the defendant's experience of making a purchase from the claimant.

19 With the context, circumstances and manner of posting of the Review in mind, I re-cap the claimant's pleaded meanings of the Review. The claimant pleaded that the Review is understood to mean as follows:

(a) That customers should not buy items from AE.

(b) That AE would continuously call customers to state that once delivery is done, any damage to the exterior of the product would not be subject to return or refund.

Version No 1: 31 Aug 2026 (16:51 hrs)

(c) That AE would continuously insist that customers must be home for the delivery and once customers signed, there would be no return or refund for the product "no matter what".

(d) That AE's delivery man would continuously remind customers of (b) above, causing frustration.

(e) Upon giving a delivery time, someone must sign upon delivery, failing which a $35 delivery fee will be charged if no one is at the stated delivery address.

20 Starting with the first pleaded meaning, it would be seen from the above that reading the Review as a whole that the defendant is not telling readers outright not to purchase items from the claimant. Instead, she is telling readers to consider her Review before doing so. Further, she sets out her personal experience making a purchase from the claimant for the reader to consider, before deciding whether or not to buy any items from the claimant. As alluded to above, the defendant ended the Review with the line, "Consider the above before you buy." Contrary to the claimant's assertion, the defendant is not saying that customers should not buy items from the claimant. Instead, the defendant is saying that they ought to consider her Review before doing so. On plain reading, the Review does not bear the first meaning pleaded by the claimant.

21 As for the second, third, fourth and fifth pleaded meaning, the claimant would be referring to the following portion of the Review:

> … They will call u and keep saying once delivered, no damaged to exterior means cannot return of refund. On top of it, they insist n insist u must wait at home for delivery and make sure u sign d delivery, once signed, no refund/return. Now, what if after installation, it is faulty? How to receive and make sure immediately it is not faulty? It is very frustrating that they n

Version No 1: 31 Aug 2026 (16:51 hrs)

> their delivery man will keep reminding u, once acknowledged receipt means everything is acceptable and cannot return. And they give u delivery time like 10am to 1pm n tell u, someone must check n sign once delivered or else charge u $35 for a re-delivery if no one at home. …

22 First, a scrutiny of this portion of Review will show that nowhere does the defendant say that the claimant would "continuously call customers". The claimant has no basis for pleading so in its second pleaded meaning. Second, the claimant has not pleaded how the other portion of its second pleaded meaning is defamatory. As discussed above, a statement is defamatory in nature if it lowers the claimant in the estimation of right-thinking members of ordinary reasonable people, causes the claimant to be shunned or avoided, or exposes the claimant to hatred, contempt or ridicule (*Golden Season* at [36]). I do not see how, by the claimant's own pleaded second meaning that the Review is defamatory. The same analysis applies to the third, fourth and fifth pleaded meaning. The claimant has not pleaded in what way these meanings are defamatory. An examination of the meanings pleaded by the claimant (paras 19(b)-(e) above) will show that the claimant has in fact largely paraphrased the text of the Review without pleading the defamatory meanings. I am thus not able to make any determination of defamatory meanings. By the claimant's own case, the Review is objectively not defamatory.

The gist of the Review is true

23 I therefore find that the claimant has failed to prove that the Review is defamatory. That is sufficient to dispose of the claim. For completeness only, I turn to the defence of justification, which the defendant has pleaded. It is trite that the defence of justification is established if the substance or gist of the offending words (as opposed to those parts of the offending words which do not add to the sting of the alleged defamation) are proven to be true. The Court of Appeal held as follows in *Qingdao Bohai Construction Group Co, Ltd v Goh*

Version No 1: 31 Aug 2026 (16:51 hrs)

Teck Beng [2016] 4 SLR 979 ("*Qingdao Bohai*") at [168] in regard to the defence of justification:

> 168 It is not controversial that the burden of proof in establishing the defence of justification lies squarely on the defendant (*Gatley* ([34] supra) at para 11.4; *Gary Chan* ([34] supra) at para 13.003; *Evans* ([35] supra) at pp 85–86). To successfully establish the defence of justification, the defendant need only prove the truth of *the substance or gist* of the offending words (as opposed to those parts of the offending words which do not add to the sting of the alleged defamation) (*Review Publishing Co Ltd v Lee Hsien Loong* [2010] 1 SLR 52 at [134]). Thus, some leeway is given for exaggeration and error (*Chan Cheng Wah Bernard v Koh Sin Chong Freddie* [2012] 1 SLR 506 ("*Bernard Chan")* at [44]). However, in no way does this leeway suggest that the burden is easily discharged.
>
> [emphasis added]

24 As seen, the defendant needs only prove the truth of the substance or gist of the offending words. Likewise, in *Chan Cheng Wah* at [44] the Court of Appeal held as follows:

> 44 The defendant has only to prove the "sting" of the charge, and some leeway for exaggeration and error is given. As stated by Burrough J in *Edwards v Bell* (1824) 1 Bing 403 at 409:
>
> > … it is sufficient if the substance of the libellous statement be justified; it is unnecessary to repeat every word which might have been the subject of the original comment. As much must be justified as meets the sting of the charge, and if anything be contained in a charge which does not add to the sting of it, that need not be justified.
>
> See also *Gatley on Libel and Slander* (Patrick Milmos & W V H Rogers eds) (Sweet & Maxwell, 11th Ed, 2005) at para 11.9 and *Aaron Anne Joseph v Cheong Yip Seng* [1996] 1 SLR(R) 258 at [73].

25 In each case therefore, it is always the sting of the defamation that has to be justified. Further, it so doing, some leeway is given to the defendant for exaggeration and error.

Version No 1: 31 Aug 2026 (16:51 hrs)

26 In the present case, the substance of the Review would be the defendant's delivery team calling the defendant to inform her that once the item is delivered without no damage to its exterior and the delivery is signed off, no refund will be given for any return of the item. The Review also referred to the defendant giving delivery timings such as 10 am to 1 pm, and the defendant must wait for the delivery, failing which, the claimant will charge $35 for a re-delivery if no one is at home to receive the delivery.

27 With the substance of the Review distilled, I turn to the claimant's case as to how delivery of its goods is carried out. The claimant says that it communicated to the defendant information regarding the delivery of the cooker hood in the following manner:[10]

(a) On 13 September 2024, at around 11:52am, the claimant's delivery team texted the defendant stating the following:

(i) someone needs to be at the defendant's premises to check the electrical appliance upon delivery; and

(ii) only visible damages like scratches or dents need to be reported upon delivery. Functional defects are covered by the product warranty itself;

(b) On 12 September 2024, around 1:13pm, the claimant's customer service team made clear to the defendant the following points:

(i) delivery will be on 13 November 2024, between 10am to 3pm;

---

[10] Para 11 of AEIC of Ray Rajagopal.

Version No 1: 31 Aug 2026 (16:51 hrs)

(ii) delivery staff will call the defendant about 30 minutes before arrival;

(iii) any visible defects must be raised on the spot upon delivery and no claims for visible defects will be accepted after the delivery staff left the defendant's premises;

(iv) change of delivery dates should be notified two days in advance; and

(v) only a no-show or last-minute changes for delivery timings will incur a fee of $35 to re-arrange a new delivery date.

28 It is immediately plain analysing the above that the substance of the Review is wholly justified. The substance sets out the above communication from the claimant to the defendant. By the claimant's own case, the gist of the Review reflects the information communicated by the claimant's delivery team to the defendant prior to the delivery.

29 For completeness, I refer to the claimant's case that it had communicated to the defendant that functional defects of the cooker hood are covered by the product warranty issued by the manufacturer of the item. The claimant makes much of its case that the content of the Review is inconsistent with the fact that the manufacturer of the appliance provides a product warranty. However, it is clear from a plain perusal of the Review that the defendant is referring to a refund *by the claimant*. There is no reference in any manner in the Review regarding product warranty or refund by the manufacturer. In fact, there is no mention of the manufacturer at all in the Review. The substance of the Review concerns the delivery and refund policy of the claimant. And as discussed above, the substance is clearly justified by the claimant's own case.

Version No 1: 31 Aug 2026 (16:51 hrs)

The Review comprises comments which a matter of public interest

30 As well for completeness only, I turn to consider briefly the defence of fair comment, which the defendant has also pleaded.

31 The four elements of a defence of fair comment are as follows:

(a) the words complained of are comments, though they may consist of or include inference of facts;

(b) the comment is based on facts;

(c) the comment is one which a fair-minded person can honestly make on the facts; and

(d) the comment is on a matter of public interest.

(See: Gary Chan Kok Yew and Lee Pey Woan*, The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) at para 13.013)

32 In my view, the texts in the Review are capable of being characterised as comments, which are based on facts. The Review comprised deductions, inferences, conclusions, remarks or observations made by the defendant from the facts. The facts that the Review are based on would be the information communicated by the claimant to the defendant regarding the delivery of the cooker hood as set out above. The information communicated by the claimant provided a sufficient substratum of facts on which the defendant could base her comments. As noted above, the Review can be deemed to consist of comments, though they may include inferences of facts. I find that her comments are those which a fair-minded person can honestly make on the facts. As the claimant is selling merchandise on a popular online shopping platform, I also find that the

Version No 1: 31 Aug 2026 (16:51 hrs)

comments are a matter of public interest. I therefore find that the defence of fair comment would apply in any event in the present case.

Conclusion

33 It is seen in this case that ratings and reviews are part and parcel of the ecological system of e-commerce platforms. Platform owners actively encourage buyers of goods to give ratings and post reviews on products and sellers on their platforms. Such ratings and reviews contribute to the pool of accessible information that buyers can have resort to when shopping on these platforms. Ratings and reviews are necessary for the efficacious operation of such e-commerce platforms. Sellers who use e-commerce platforms must accept ratings and reviews on their goods and services as part of conducting business online. It also means that they must be prepared to take the bad with the good when buyers give their ratings and reviews. Negative reviews are necessarily part and parcel of conducting business online. The tort of defamation protects the reputation of individuals and businesses. But not every negative review is defamatory. With the proliferation of online shopping, we need to guard against any increase in unmeritorious defamation actions stemming from negative online reviews posted on e-commerce platforms.

34 In the present case, I have found that the Review is not defamatory; and that in any event, the defence of justification applies. Further, I also find that the Review comprises comments which are a matter of public interest, and the defence of fair comment applies in any event. In the premises, the claim is dismissed.

35 As regards the question of costs, there is no reason for costs not to follow the event in this case. The claim is dismissed and the claimant is to pay costs. As for the quantum of costs, taking into consideration the nature of the claim,

Version No 1: 31 Aug 2026 (16:51 hrs)

the work done by parties for the action, the time spent for the trial, the respective submissions on costs, and the defendant acting in person; I fix costs at $4,000 (inclusive of disbursements), to be paid by the claimant to the defendant.

Chiah Kok Khun
District Judge

Che Wei Chin (Folich LLC) for claimant;
defendant in person.

Version No 1: 31 Aug 2026 (16:51 hrs)