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DISTRICT JUDGE
SIM MEI LING
15 October 2026

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2026] SGDC 346**

District Court Originating Claim No 1105 of 2025

Between

Beauti Instinct Pte Ltd

… *Claimant*

And

Mok Wai Kwan

… *Defendant*

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**JUDGMENT**

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[Tort] — [Defamation] — [Damages]

[Tort] — [Defamation] — [Fair comment]
[Tort] — [Defamation] — [Justification]



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**Beauti Instinct Pte Ltd**
**v**
**Mok Wai Kwan**

**[2026] SGDC 346**

District Court Originating Claim No 1105 of 2025
District Judge Sim Mei Ling
11 May 2026, 15 July 2026, 7 October 2026

15 October 2026 Judgment reserved.

**District Judge Sim Mei Ling:**

## Introduction

1 The claimant is a company operating a beauty salon at Far East Shopping Centre.

2 The defendant is the owner of an Instagram account under the username "@vivianmok_".[1] She was formerly a customer of the claimant.

3 The claimant commenced these proceedings over a series of stories which the defendant published on her Instagram page from 13 February 2025

[1] Certified Transcripts ("CT"), 15 July 2026, 2:26 – 30.

and were allegedly defamatory of the claimant (the "Stories").[2] The Stories are reproduced at Annex A.

4 The defendant admitted that she published the Stories and that they referred to the claimant. However, she disputed the natural and ordinary meaning of the words, and argued the defences of justification and fair comment.

5 After considering the evidence and parties' submissions, I find that the claimant has made out the claim in defamation. However, I only award $15,000 in general damages and decline to award any aggravated or special damages or grant the injunction sought. These are my reasons.

**Background facts**

6 The defendant first came to know of the claimant's beauty salon in or around the start of 2020. She saw the claimant's Instagram post of 1 January 2020 promoting a Silk Peel Glow Facial ("Silk Peel") package for 6 sessions, at a discounted price of $488. She purchased this via the claimant's website on 2 January 2020 and made an appointment for 7 January 2020.[3]

7 The director of the claimant, Ms Cheang Norita ("Ms Cheang"), attended to the defendant at the claimant's beauty salon on 7 January 2020. The defendant was asked to complete a standard form with information on her skin condition, past treatments and products.

[2] Bundle of Documents ("BOD") 198 – 203, 205.

[3] The defendant's affidavit of evidence-in-chief ("AEIC"), [6] – [9]; the claimant states that the purchase was on 3 January 2020: see Ms Cheang's AEIC, [10].



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8 There is a dispute as to what they had discussed – the defendant said that Ms Cheang informed her that the Silk Peel treatment was not suitable for her "sensitive skin" and that she had to undergo additional treatments, and she was eventually pressured by Ms Cheang into signing up for a membership.[4] Ms Cheang however said that she had merely presented the defendant with several options, including proceeding solely with the Silk Peel package she had purchased online or purchasing a membership, and she was given sufficient time to consider her options.[5]

9 Eventually, the defendant purchased the claimant's basic trial membership programme priced at $1,000 which entitled her to 1,000 treatment credits and treatments charged at a member's rate.[6]

10 The defendant had her first treatment session on 30 March 2020. The first round of treatment under the Silk Peel package, as well as various other treatments costing 528 credits, were rendered.[7]

11 She did not visit the salon between April and October 2020 due to Covid-19 restrictions.[8]

12 On 16 November 2020, the defendant attended at the claimant's salon. No treatment was rendered. Ms Cheang said this was because the defendant was late for her appointment.[9] The defendant said that Ms Cheang spent the majority

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[4] The defendant's AEIC, [9] – [18].

[5] Ms Cheang's AEIC, [11] – [20].

[6] The defendant's AEIC, [18]; Ms Cheang's AEIC, [20].

[7] The defendant's AEIC, [21].

[8] The defendant's AEIC, [22].

[9] CT, 11 May 2026, 31:1 – 34:7; BOD, 113.



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of the session explaining the claimant's membership tiers and pushed for her to purchase a Gold membership. [10] The defendant eventually purchased a Gold membership which cost $5,000 and entitled her to 6,340 treatment credits and treatments charged at a member's rate.[11]

13 The defendant attended at the claimant's salon for treatment on 19 November 2020 and 14 December 2020.[12]

14 On 12 January 2021, the defendant attended at the claimant's salon but no treatment was rendered. Ms Cheang said this was because the defendant was late for her appointment. The defendant said that Ms Cheang spent the session convincing her to purchase home-care products.[13] The defendant eventually purchased some products.[14]

15 On the same day, the defendant sent her husband WhatsApp messages, complaining that Ms Cheang was a "con woman" as she did not do a facial for her and instead asked her to buy products.[15]

16 On 29 January 2021, the defendant visited the claimant's salon for treatment and purchased from the claimant 3 Chinese New Year promotional packages for $6,624.[16] These packages were as follows:

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[10] The defendant's AEIC, [23] – [28].

[11] Ms Cheang's AEIC, [23] – [24].

[12] The defendant's AEIC, [29].

[13] The defendant's AEIC, [30] – [32].

[14] CT, 11 May 2026, 36:3 – 6.

[15] BOD 190 – 193.

[16] Ms Cheang's AEIC, [25]; BOD 94.



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(a) "Buy 10 + 10 FOC Clean & Clear Treatment (Clarifying & Detox for Oily Skin)" at $2,290;

(b) "Buy 10 + 10 FOC Treatment Ampoules" at $800; and

(c) "Buy 6 + 3 FOC V-Shape Lifting Treatment" at $3,534.

17 The defendant attended treatment sessions with the claimant on 29 March 2021, 23 April 2021 and 28 June 2021.[17] On 28 June 2021, the defendant gave Ms Cheang feedback that she experienced scratches on her face following the session and Ms Cheang advised her on the necessary follow-up.[18]

18 The defendant continued to attend treatment sessions with the claimant on 21 October 2021, 22 December 2021, 19 January 2022 and 23 February 2022. [19]

19 On 23 February 2022, the defendant sent the claimant a WhatsApp message asking that she be advised on the cost of the treatment before her session next time, as $600 - $800 per treatment was too "crazy". The claimant agreed and asked that the defendant advise it on her budget for each treatment moving forward. The defendant responded with a "thumbs-up" picture.[20]

20 On 2 March 2022, the defendant attended at the claimant's salon but no treatment was rendered. Ms Cheang said this was because the defendant was late for her appointment. According to the defendant, Ms Cheang spent the time

[17] Ms Cheang's AEIC, [43].

[18] The defendant's AEIC, [37].

[19] Ms Cheang's AEIC, [43].

[20] The defendant's AEIC, [39]; BOD 124.



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convincing her to purchase a package.[21] The defendant eventually purchased the claimant's Hari Raya promotion package, "Buy 10 + 10 FOC CRYO Electroporation Treatment", priced at $2,090.[22]

21 The defendant attended further treatment sessions with the claimant on 6 April, 11 May, 27 July, 3 and 24 August 2022. [23]

22 On 14 December 2022, the defendant attended a treatment session and incurred a top-up of $220 as the cost of her session exceeded her remaining treatment credits under the Gold membership.[24] The defendant said that she only had 537 credits left by this time, but Ms Cheang did not inform her that this single treatment session would cost $757.[25] Ms Cheang said the claimant charged the defendant full price for the treatment and not the discounted member's rate because the defendant's remaining credits were insufficient to pay for the session in full.[26]

23 The defendant attended at the claimant's salon on 29 March and 26 April 2023 for further treatment sessions. [27]

24 On 17 May 2023, when the defendant attended at the claimant's salon for treatment, the claimant offered her various sponsored treatments in exchange for a promotional post on the defendant's Instagram account. She agreed.

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[21] The defendant's AEIC, [40] – [41].

[22] Ms Cheang's AEIC, [26].

[23] Ms Cheang's AEIC, [43].

[24] Ms Cheang's AEIC, [27].

[25] The defendant's AEIC, [42].

[26] CT, 11 May 2026,45:1 – 26.

[27] Ms Cheang's AEIC, [43].



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25 On 24 May 2023, the defendant attended a treatment session with the claimant[28] and published a promotional Instagram post about the claimant's salon and treatment, in exchange for several sponsored treatments.[29] The defendant said that she only agreed to do so because she had exhausted her credits and was unwilling to put in further monies, but refrained from making any explicit endorsement of the claimant's services, and removed the post 6 - 9 months later.[30]

26 On 2 August 2023, the defendant attended a treatment session with the claimant.[31] She requested to swap 3 V-Shape Lifting treatment credits to 3 Silk Peel treatment credits. By this time, she had already had 3 sessions of V-Shape Lifting treatments.[32] The claimant agreed to this but charged her a 15% administrative fee.[33]

27 The defendant attended another treatment session on 27 September 2023. [34]

28 On 8 November 2023, the defendant attended at the claimant's salon for treatment and was down to her last Silk Peel treatment credit. The claimant allegedly informed her that the remaining credits under her packages for

[28] Ms Cheang's AEIC, [43].

[29] Ms Cheang's AEIC, [28] – [29].

[30] The defendant's AEIC, [46] – [47].

[31] Ms Cheang's AEIC, [43].

[32] The defendant's AEIC, [45].

[33] Ms Cheang's AEIC, [32] – [35]; the defendant's AEIC, [51] – [52].

[34] Ms Cheang's AEIC, [43].



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treatments such as the Clean & Clear treatment and Treatment Ampoule, could not be performed on their own without the Silk Peel treatment.[35]

29 That same day, the defendant posted an Instagram story restricted to users in her Close Friends list, stating that she had been informed that whatever she paid for could not be used without the Silk Peel treatment, and she refused to renew her package, with the result that the facial only took 30 minutes.[36]

30 On 14 January 2024, the defendant sent a WhatsApp message to request that the claimant convert her remaining V-Shape Lifting treatment credits to Silk Peel treatment credits. On 15 January 2024, the claimant informed her that she had 3 V-Shape Lifting treatment credits left and agreed to the defendant's request.[37] The claimant took the position in proceedings that this was a mistake, and the defendant actually did not have any V-Shape Lifting treatment credits left.

31 On 13 August 2024, the defendant attended at the claimant's salon for a treatment session. [38]

32 On 13 February 2025, the defendant attended for another treatment session. She said that midway through the Silk Peel treatment, Ms Cheang informed her that she did not have any Silk Peel treatment credits left. The claimant exchanged one of her Clean & Clear treatment credits for a Silk Peel treatment credit.[39] The defendant said this was incorrect, as she should still have

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[35] The defendant's AEIC, [54] – [55].

[36] The defendant's AEIC, [56]; BOD 197.

[37] The defendant's AEIC, [58]; BOD 144 – 145.

[38] Ms Cheang's AEIC, [43].

[39] Ms Cheang's AEIC, [37] – [41]; the defendant's AEIC, [60] – [64].



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2 Silk Peel treatment credits left as at 13 February 2025, having converted her remaining 3 V-Shape Lifting treatment credits to 3 Silk Peel treatment credits on 15 January 2024 and having only used 1 credit on 13 August 2024.[40]

33 The defendant said that after her session of 13 February 2025, she decided not to patronise the claimant's salon any further and decided to forego her remaining treatment credits.[41] By this time, the defendant had received treatment at the claimant's salon on 26 occasions between 2020 and 2025.

34 On 13 February 2025, the defendant posted the Stories. She subsequently "pinned" the Stories as a Highlight on her Instagram profile page which she titled "SCAM !!".[42]

35 On 22 February 2025, the defendant posted an Instagram story which consisted of a screenshot of a Google review on the claimant and the claimant's response, to which the defendant had superimposed "🙄🙄🙄…Damn lame.."[43] The claimant has however not asserted that this particular story contained any words defamatory of it.[44]

36 On 21 March 2025, the defendant posted a further Instagram story. This was a screenshot of several 5-star Google reviews of the claimant. The defendant had superimposed the words "if a facial salon have a sudden influx of exceptional Google reviews, doesn't it make people raise eyebrow" and

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[40] The defendant's AEIC, [58].

[41] The defendant's AEIC, [63].

[42] BOD 103.

[43] BOD 204.

[44] CT, 11 May 2026, 66:16 – 67:1; SOC, [27].



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"From 3.2 ☆ became 3.5 ☆ over the last 2 – 3 weeks. Don't you think that's pretty amazing?" [45]

37 On 11 April 2025, the defendant changed the title of the Highlight from "SCAM !!" to "BEWARE!!".[46]

38 The defendant subsequently removed the Highlight from her Instagram profile page.[47] According to the claimant, this was sometime on or around 21 July 2025.[48]

**Has the claimant established all 3 elements of defamation?**

39 To establish defamation, the claimant must show:

(a) There was a statement bearing a defamatory meaning;

(b) There was publication to a third party; and

(c) The statement referred to the claimant.

*Golden Season Pte Ltd and others v Kairos Singapore Holdings Pte Ltd and another* [2015] 2 SLR 751 ("*Golden Season*") at [35].

***Publication***

40 The defendant accepted that she published the Stories on 13 February 2025.[49] The element of publication has therefore been established.

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[45] BOD 205.

[46] CT, 15 July 2026, 3: 23- 28; BOD 198.

[47] Defence, [45].

[48] Ms Cheang's AEIC, [74].

[49] Defence, [40], [43].



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***Reference to the claimant***

41 The defendant accepted that the Stories expressly referred to the claimant.[50]

42 The Stories contained a screenshot of the claimant's Google business profile, with the claimant's name and registered address. They also contained screenshots of Instagram posts by the claimant which reflected the claimant's Instagram handle "@beautiinstinctsg" and a screenshot of an Instagram post by the claimant which contained the claimant's name and logo.

43 The element of reference to the claimant has therefore also been established.

***Defamatory meaning***

44 A statement is considered to be defamatory if: (1) it lowers the claimant in the estimation of right-thinking members of society generally; (2) causes the claimant to be shunned or avoided; or (3) exposes the claimant to hatred, contempt or ridicule: *Golden Season* at [36].

45 Whether a statement is defamatory is generally determined based on the construction of the natural and ordinary meaning of the words used. The following general principles apply (*Golden Season* at [37]):

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

[50] CT,15 July 2026, 3:6 – 8.



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

46 The claimant pleaded that the natural and ordinary meanings of the Stories were[51]:

(a) The claimant's business is out to "scam" and in effect, cheat customers;

(b) The claimant's business operations are fraudulent; and

(c) The claimant practises deceptive business practices.

[51] Statement of Claim ("SOC"), [28].



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47 The defendant however contended that the Stories go no further than to state that the claimant engages in unethical business practices and/or has an "unethical business model". [52]

48 The claimant argued the above natural and ordinary meanings were conveyed based on how the Stories:[53]

(a) Were titled "SCAM !!"

(b) Described the claimant as "HELL";

(c) Stated that "the place should be reported to CASE";

(d) Alleged that the claimant used "tactics" to make the defendant feel she "did not have a choice but to become a "member" in order to utilise the treatments that [she had] paid for";

(e) Alleged that the defendant "was completely trapped by this unethical business model and yet [she] did not have the means to report [the claimant] because she did not want to risk losing the money [she] paid and also for [the claimant] to do anything uncanny against [her] while [she] was trying to "use up [her] credit"; and

(f) Alleged that "if a facial salon have a sudden influx of exceptional Google reviews, doesn't it make people raise eyebrow". [54]

49 First, what were the words used in the Stories?

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[52] The defendant's closing submissions ("DCS"), [4].

[53] SOC, [27].

[54] SOC, [27].



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50 The defendant said that the word "SCAM !!" was only visible to those who accessed the Stories via the Highlight function on her Instagram profile page. The claimant objected to this argument, alleging inconsistency with the defendant's pleaded case that she had published an Instagram story titled "SCAM!!".

51 However, based on the screenshots of the Stories, the Stories themselves indeed did not contain the word "SCAM !!" . This only appeared as the title of the Highlight on the defendant's Instagram profile page. Ms Cheang accepted that viewers who only viewed the Stories before they were "pinned" as a Highlight would not have seen the word "SCAM !!".[55] Nonetheless, there would also be viewers who accessed and viewed the Stories through the Highlight function on the defendant's Instagram profile page and would thus have additionally seen the word "SCAM !!".

52 Hence in determining the natural and ordinary meaning of the Stories, I consider both the publication with and without the word "SCAM !!".

53 In my view, a reasonable viewer who only viewed the Stories directly would understand the Stories to mean that the claimant employs unethical business practices and/or has an unethical business model.

54 The contents of the Stories themselves asserted that the claimant's business "should be reported to CASE [i.e. the Consumers Association of Singapore]" and that the defendant was completely trapped by the claimant's "unethical business model".

[55] CT, 11 May 2026, 71:16 – 72:31.



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55 However, there was no allegation within the Stories that the claimant's business was a scam or fraudulent. The defendant had only asserted that after she paid for a promotion package, she was informed that other treatments had to be performed first, that she was shown "ridiculously priced services", and that she then felt compelled to become a member to utilise the treatments she paid for.

56 On the other hand, a reasonable viewer who had accessed the Stories through the defendant's Highlight function when it was still titled "SCAM !!", would also have understood the defendant to be additionally accusing the claimant of being a business designed to cheat or defraud customers.

57 The defendant agreed that the word "scam" described a "dishonest, opaque business model", and a layman would "feel cheated". [56] While there might have only been a single use of the word "scam", that is of itself sufficient to convey to a reasonable viewer that the defendant was accusing the claimant of being a fraudulent business. There was also nothing in the Stories themselves which would act as an "antidote" as they purport to substantiate the defendant's assertion that the claimant is a scam.

58 These imputations, that the claimant was a business that was designed to cheat or defraud customers or employs unethical business practices and/or has an unethical business model, would lower the claimant in the estimation of right-thinking members of society.

59 The elements for defamation have therefore been established.

[56] CT,15 July 2026, 4:20 – 32.



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**Has the defendant proven justification?**

60 The burden rests on a defendant to plead and show that the imputation is true or substantially true. A defendant must prove the meaning which the relevant statement is held to bear, and it is insufficient to prove the truth of a materially less serious meaning. The defendant however need not prove the literal truth of the words, but the imputation in the words, or the 'sting' of the charge: *Chan Cheng Wah Bernard and others v Koh Sin Chong Freddie and another appeal* [2012] 1 SLR 506 at [43] - [44].

61 The defendant pleaded that the statements in the Stories were substantially true, as they reflected her personal experience with the claimant, including:[57]

(a) Repeated upselling practices and pressure to commit to increasingly costly membership tiers;

(b) Unfulfilled expectation in the use of prepaid treatment credits (which she clarified meant that she could not use the initial amount of $488 that she paid unless she topped up for other treatments[58]);

(c) Inconsistent explanation of credit usage;

(d) Unaddressed treatment-related concerns despite multiple requests; and

(e) Lack of transparency surrounding pricing and refund policies.

[57] Defence, [47].

[58] CT,15 July 2026, 53:5 – 15.



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62 On "unaddressed treatment-related concerns despite multiple requests", the defendant had clarified that she had meant to refer to sessions where she felt that she was being tortured or felt extreme discomfort, but her concerns were dismissed.[59] The defendant, in her closing submissions, however, took the position that how the treatments were performed was irrelevant as there is no reference to this in the Stories.[60] As she is no longer relying on this for justification, I say no more on this.

63 In closing submissions, the defendant only sought to justify the imputation that the claimant employs unethical business practices and/or has an unethical business model.[61] The defendant relied on the following:

(a) The defendant's first visit to the claimant on 7 January 2020, when Ms Cheang allegedly informed her that the Silk Peel treatment (which the defendant had already paid for) was unsuitable to be performed as a standalone procedure on account of her alleged sensitive skin. The defendant said that this was to influence her into buying membership programmes, and there was no legitimate reason why the Silk Peel treatment could not have been performed;

(b) The defendant's visits to the claimant's salon on 16 November 2020, 12 January 2021 and 2 March 2022, when the claimant failed to perform any treatment, and instead Ms Cheang sold more packages/products to the defendant;

[59] CT,15 July 2026, 56:21 – 32.

[60] The defendant's reply closing submissions, [14].

[61] DCS, [22].



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(c) The claimant's failure to communicate treatment costs before performing treatment on the defendant on 14 December 2022, despite the defendant's earlier request on 23 February 2022;

(d) Ms Cheang's alleged statement to the defendant on 8 November 2023 that her remaining treatments under her packages were unsuitable to be administered alone without the Silk Peel treatment; and

(e) Ms Cheang's administering of the Silk Peel treatment on the defendant on 13 February 2025, without informing her beforehand that she had used up her Silk Peel treatment credits, which the defendant alleged was in any event untrue.

64 The claimant argued that these arguments should be given little weight because they were not pleaded and only raised at trial and in closing submissions.

65 The court may permit an unpleaded point to be raised and determined when there is no irreparable prejudice caused to the other party that cannot be compensated by costs or where it would be clearly unjust for the court not to do so.

66 While these incidents were not pleaded specifically under her defence of justification, the defendant did plead the material facts regarding the incidents of 7 January 2020, 16 November 2020, 2 March 2022, 14 December 2022 and 13 February 2025.[62] All the above incidents were also raised in the defendant's affidavit of evidence-in-chief ("AEIC"). The defendant had also specifically

[62] Defence, [6] – [11], [13] – [15], [20] – [22], [23], [34].



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highlighted in her opening statement that she was relying on the above incidents at [63(a), (b), (d) and (e)] for her defence of justification.[63]

67 In any event, for the reasons further below, the above incidents would not justify the imputation that the claimant employs unethical business practices and/or has an unethical business model.

68 Even if they did, they would not justify the imputation that the claimant was a business that was designed to cheat or defraud customers. As I have found earlier, a reasonable viewer who accessed the Stories through the Highlight function when it was still titled "SCAM !!", would also have understood the defendant to be accusing the claimant of being a fraudulent business. It is therefore insufficient for the defendant to seek to justify only the imputation that the claimant employs unethical business practices and/or has an unethical business model, which is a materially less serious meaning.

***The claimant's sale of a membership to the defendant on 7 January 2020***

69 The defendant said that she had only indicated in the standard form her concerns of *"Acne/pore cleaning"* and *"Acne scars / clogged pores*"[64]. These were areas Ms Cheang agreed the Silk Peel treatment was meant to address.[65] She also did not suffer any of the medical conditions which the claimant's terms and conditions stated would render the Silk Peel treatment unsuitable, being eczema, psoriasis, rosacea, cystic acne, highly sensitive skin or allergies.[66] However, Ms Cheang informed her that she had active acne and very sensitive

[63] The defendant's opening statement, [9].

[64] BOD 56.

[65] CT, 11 May 2026, 17:31 – 18:21; BOD, 51.

[66] BOD 52.



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skin and therefore the Silk Peel treatment could not be performed on its own without other treatments.[67] Ms Cheang then promoted the claimant's membership programmes, whereby members would pay for credits towards future treatments, and would enjoy discounted member's rates.[68]

70 In Ms Cheang's AEIC, she said it was the defendant who had informed her that she had various skin conditions.[69] Under cross-examination, Ms Cheang clarified that the various skin conditions the defendant informed her of were those the defendant stated in the standard form, being "*Acne/pore cleaning"* and *"Acne scars / clogged pores*"[70]. Ms Cheang denied informing the defendant that she had sensitive skin and active acne or that she could not have the Silk Peel treatment on its own.[71] She also claimed that she only talked about membership programmes after the defendant expressed interest in wanting to know more about them.[72]

71 However, when Ms Cheang was shown the defendant's WhatsApp message of 10 February 2020 enquiring if she could still turn up for treatment if she had "active acne like the last time"[73], Ms Cheang agreed that she had informed the defendant on 7 January 2020 that she had active acne; she also agreed that the defendant would not have sent this message if not for Ms Cheang

[67] The defendant's AEIC, [12] - [14].

[68] The defendant's AEIC, [16].

[69] Ms Cheang's AEIC, [12].

[70] BOD, 56; CT. 11 May 2026, 15:16 – 16:13. 28:11 – 24.

[71] CT, 11 May 2026, 24:15 – 22.

[72] CT, 11 May 2026,19:18 – 21:5.

[73] BOD 189.



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informing her previously that she could not have the Silk Peel treatment on its own due to her active acne and sensitive skin. [74]

72 I accept that more likely than not, Ms Cheang had informed the defendant that she had acne and sensitive skin and could not do the Silk Peel treatment on its own, and further, it was Ms Cheang who first raised the claimant's membership programmes to the defendant.

73 By their first consultation, the defendant had already spent $488 for 6 Silk Peel treatment sessions. She had not yet undergone any treatment with the claimant. There was thus no reason for her to have spent another $1,000 on a membership programme for other treatments, unless she had been persuaded by Ms Cheang that there was a need for them. The defendant would also not have known that the claimant had membership programmes unless Ms Cheang had raised them first, because the claimant did not advertise these on its website or Instagram page.[75]

74 Nevertheless, there is no evidence that Ms Cheang's statement that the defendant suffered sensitive skin or acne was untrue.

75 The defendant called Dr Jeanel Goh Jia Ying ("Dr Goh") as her expert. Dr Goh assessed the defendant as not having clinically sensitive skin.[76]

76 However, Dr Goh's independence is in doubt. It was only in cross-examination that Dr Goh admitted having a pre-existing relationship with the defendant. She had previously given the defendant treatments in exchange for

[74] CT, 11 May 2026, 24:23 - 26:8.

[75] CT, 11 May 2026, 20:7 – 13.

[76] BOD 292 – 294.



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social media posts by the defendant.[77] This was evidenced by 3 social media posts by the defendant on Dr Goh's clinic on 3 October 2024, 16 October 2025, and as recently as 1 February 2026.[78] Dr Goh's expert report was rendered on 19 January 2026[79].

77 Experts should disclose "without any prompting" any existing or recent relationship with any of the parties; a failure to make proper disclosure in a timely manner may cause "serious concerns about apparent or actual bias on the part of the expert" and could lead to the expert's evidence being discounted: *Innovative Corp Pte Ltd v Ow Chun Ming* [2023] 3 SLR 1488 at [92].

78 Hence, even if I did not exclude Dr Goh's evidence entirely, the weight to be accorded to her evidence must be substantially discounted.

79 Further, Dr Goh's evidence did not shed light on the actual condition of the defendant's skin as at 7 January 2020. Her assessment was based on her examination of the defendant on 30 October 2024, more than 4 years later.[80] Further, Dr Goh said that the skin is a dynamic organ, and while it was not likely that the defendant had a chronic condition in 2020 but not in 2024, she accepted that it was possible.[81] Her report also did not deal with whether the defendant had acne. The defendant had conceded on the stand that she had acne as of 7 January 2020.[82]

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[77] CT, 11 May 2026,106:14- 108:11.

[78] Exhibits C1, C2 and C3.

[79] CT, 11 May 2026, 100:30 – 101:5.

[80] Dr Goh's report, [3].

[81] CT, 11 May 2026, 103:10 – 106:5.

[82] CT, 15 July 2026, 46:8 – 22.



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80 Even if the defendant did not have acne or sensitive skin as of 7 January 2020, that is not sufficient. The defendant must additionally show that Ms Cheang had diagnosed her with acne and sensitive skin knowing that it was untrue. Merely making a misdiagnosis would not be sufficient to justify an imputation that the claimant's business was unethical, much less a scam.

81 Additionally, the defendant has adduced no evidence to prove that Ms Cheang's statement on 7 January 2020 that the Silk Peel treatment could not be performed alone was untrue. Similarly, it is not enough to prove that Ms Cheang's statement was untrue: the defendant has to prove that Ms Cheang made this statement knowing it to be untrue, in order to justify at the very least the imputation of an unethical business.

82 Lastly, the defendant asserted that the claimant's sales tactic of selling membership programmes with significantly discounted prices was unethical because it exploited customers who had already invested monies with the claimant and were led to believe that other treatments were necessary.

83 I do not find that it crosses the line of unethical business practice. The defendant has not shown that Ms Cheang had falsely represented the defendant's skin condition or that the other treatments were needed (see [80] – [81] above). The defendant also accepted that Ms Cheang was not lying when she diagnosed her skin condition as being oily at the end of the day, sallow, and having blackheads/ whiteheads, congestion, uneven skin tone, and post-acne scars[83].

[83] CT, 15 July 2026, 48:8 – 49:5.



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84 The defendant agreed that by signing up for the $1,000 package, she would enjoy treatments at a member's rate which was significantly lower than the usual retail price[84] and that she did benefit from obtaining discounted rates[85]. She was also not forced to buy a membership.[86]

***The 3 occasions where the claimant sold products/packages to the defendant instead of providing treatment***

85 The defendant asserted that she had attended at the claimant's salon on 16 November 2020, 12 January 2021 and 2 March 2022 expecting to receive treatments that she had already paid for. Instead, Ms Cheang used this time to sell products/packages to her.[87]

86 The claimant accepted that no treatment was rendered on these 3 dates.[88]

87 The claimant initially contended that the defendant only attended at its salon on 16 November 2020 to book a further appointment on 19 November 2020.[89] However, Ms Cheang later accepted that the defendant had an appointment for treatment on 16 November 2020, but no treatment was carried out as she was 15 minutes late.[90] As for 12 January 2021[91] and 2 March 2022[92],

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[84] CT, 15 July 2026, 45:1 – 2; 49:6 – 10.

[85] CT, 15 July 2026, 43:4 - 9 and 45:1 -16.

[86] CT, 15 July 2026, 25: 1 - 26:22, 26:31 -27:18; 43:25 – 44:8.

[87] The defendant's AEIC, [23] – [28], [30]- [32], [40] – [41].

[88] Ms Cheang's AEIC, [43].

[89] SOC at [11]; Ms Cheang's AEIC, [23] – [24].

[90] CT, 11 May 2026, 31:1 – 34:7; BOD 113.

[91] CT, 11 May 2026, 35:17 – 36: 20; BOD 115.

[92] Ms Cheang's AEIC, [26].



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the claimant said that no treatment was performed because the defendant was again late for her appointments.

88 According to Ms Cheang, the claimant had a policy of giving customers only a 5-minute grace period because Ms Cheang worked alone and had back-to-back appointments.[93]

89 I accept Ms Cheang's explanation. There are WhatsApp messages which show that the defendant was late for her appointments on 16 November 2020[94] and 2 March 2022[95]. The defendant accepted that she was late on 2 March 2022.[96] Contrary to the defendant's claim that she was not informed that there was insufficient time to proceed with the treatment[97], the claimant had informed the defendant via WhatsApp message on 2 March 2022 that Ms Cheang would not be able to attend to her as she was "working on a back to back app".[98]

90 The defendant admitted that she was not forced to buy a membership.[99] The defendant also agreed that she had free will to turn Ms Cheang down "to a certain extent" when Ms Cheang offered her packages and that when she did turn Ms Cheang down, the claimant did not force her to purchase other treatments.[100] The defendant agreed that there were no WhatsApp messages by

[93] CT, 11 May 2026, 34:18 – 23.

[94] BOD 113.

[95] BOD 125.

[96] The defendant's AEIC, [41].

[97] The defendant's AEIC, [41].

[98] BOD 125.

[99] CT, 15 July 2026, 25: 1:26:22, 26:31 -27:18; 43:25 – 44:8.

[100] CT, 15 July 2026, 9:16 - 11:3.



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which she complained that she was being forced or pressured to buy treatments.[101]

91 The defendant also benefitted from the packages she purchased. In relation to the Gold membership purchased on 16 November 2020, she agreed that she benefitted from receiving 6,340 treatment credits at special member rates.[102] Despite describing Ms Cheang as a "con woman" on 12 January 2021, the defendant saw it fit to purchase a further $6,624 worth of packages on 29 January 2021.[103] She agreed that she purchased the Hari Raya package on 2 March 2022 because she wanted to reduce the average cost of each session[104], and it was therefore beneficial to her. [105]

92 While the defendant tried to argue that she only bought them because Ms Cheang had given her the impression that these treatments were necessary[106], there is no proof that what Ms Cheang had said was untrue or that Ms Cheang said it knowing it to be untrue.

***The claimant's failure to communicate treatment costs before treatment on 14 December 2022***

93 Ms Cheang confirmed that she had agreed to the defendant's request on 23 February 2022 to advise her on the cost of treatment before commencing treatment.[107] However, despite Ms Cheang's reply asking that the defendant

[101] CT, 15 July 2026, 21:12 - 24:20.

[102] CT, 15 July 2026, 45:17 – 46:2.

[103] CT, 15 July 2026, 28:16 - 32:9.

[104] CT, 15 July 2026, 32:29 – 34:8.

[105] CT, 15 July 2026, 52:25 – 53:4.

[106] CT, 15 July 2026, 44:14 - 46:29.

[107] CT, 11 May 2026, 41:6 – 24.



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advise her on the defendant's budget for each treatment, the defendant did not do so.[108]

94 Ms Cheang agreed that on 14 December 2022, she performed a treatment on the defendant which cost $757, when the defendant had 537 credits remaining, resulting in the defendant incurring a top-up of $220. She also agreed that she did not inform the defendant of the cost before treating her, but claimed that she informed the defendant of the treatment she was going to perform, and the defendant could have enquired further if she wanted to know the price.[109]

95 According to Ms Cheang, her practice was to only inform customers of the proposed treatments for each session and not the cost, unless the client asked. She explained that the costs would have already been explained during the consultation, and customers usually left it to her to come up with a customised treatment.[110] She would tell her customers to share their budget, if any, for her to work around; otherwise, she would do whatever their skin needed.[111]

96 It is good business practice for a business to be upfront and transparent about pricing, so that customers can make an informed choice about whether to proceed. This would also minimise any subsequent dispute. However, the defendant has not proven that the claimant's practice of providing customers with treatments based on Ms Cheang's assessment of their skin's needs, in the absence of any contrary instruction from the customer, amounted to an unethical practice.

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[108] CT, 11 May 2026, 97:16 – 98:3.

[109] CT, 11 May 2026, 45:1 - 46:16.

[110] CT, 11 May 2026, 40:8 – 41:5.

[111] CT, 11 May 2026, 97:16 – 28.



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97 Moreover, the defendant has not pointed to any occasion, beyond her 23 February 2022 WhatsApp message (which was sent more than 2 years after she first purchased a membership with the claimant), where she had raised an issue with not knowing the cost of treatments before they were rendered.[112] Nonetheless, despite the claimant's failure to inform her of the cost of treatment beforehand on 14 December 2022, the defendant did not complain about this. The defendant claimed that she was not one to complain in someone's face unless necessary[113]. The defendant thereafter also continued to patronise the claimant for more than 2 years.

98 The claimant would therefore not be aware that the defendant still had objections to its approach of rendering treatments based on Ms Cheang's assessment.

99 Finally, the defendant contended that it was opportunistic and unethical of the claimant to charge her for the treatment on 14 December 2022 at full price and not at a member's rate simply because the defendant's credits were insufficient. She contended that she was not informed of such a mechanism. It was, however, set out in the claimant's terms and conditions that the "Treatment Programme will automatically revert to the usual price should balance of membership credit is insufficient".[114] The defendant agreed that she had seen the terms and conditions.[115]

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[112] CT, 15 July 2026, 54:6 -14.

[113] CT, 15 July 2026, 56:1 -14.

[114] BOD 91.

[115] CT, 15 July 2026, 59:19 – 60:24.



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***Ms Cheang's claim on 8 November 2023 that the defendant's remaining treatments could not be administered without the Silk Peel treatment***

100 The defendant said that Ms Cheang's claim on 8 November 2023, that the defendant's remaining treatments could not be administered without the Silk Peel treatment, was the reverse of what Ms Cheang had stated on 7 January 2020, that it was the Silk Peel treatment that could not be performed on its own.

101 Ms Cheang agreed that the session only lasted 30 minutes because the defendant refused to renew her membership.[116] However, she denied telling the defendant that the Silk Peel treatment was necessary to undergo the other treatments or that she asked the defendant to renew her membership or buy another package.[117]

102 I accept that more likely than not, Ms Cheang had informed the defendant on 8 November 2023 that her remaining treatments could not be administered without the Silk Peel treatment. The defendant's account of the conversation with Ms Cheang was supported by the defendant's Instagram story posted on the same day.[118] That said, there is no evidence that what Ms Cheang had stated was untrue or further, that she stated this knowing it to be untrue. In any event, the claimant agreed to the defendant's request to exchange her remaining V-Shape Lifting treatment credits to Silk Peel treatment credits[119], so the defendant did not have to purchase any more memberships or Silk Peel treatment credits.

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[116] CT, 11 May 2026, 59: 1-4.

[117] CT, 11 May 2026, 58:21 – 32.

[118] BOD 197.

[119] BOD 144 – 145.



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***Ms Cheang's claim on 13 February 2025 that the defendant had no more Silk Peel treatment credits***

103 The defendant asserted that as at 13 February 2025, she should have had 2 Silk Peel treatment credits remaining. The claimant had, on 15 January 2024, agreed to exchange her 3 remaining V-Shape Lifting treatment credits for Silk Peel treatment credits, and 1 Silk Peel treatment credit was used on 13 August 2024. Ms Cheang's statement on 13 February 2025 that the defendant had no more Silk Peel treatment credits left was therefore incorrect. At the very least, Ms Cheang should not have performed the treatment without first checking if she had enough treatment credits.

104 The claimant maintained that the defendant did not have any more Silk Peel treatment credits as at 13 February 2025. Ms Cheang initially stated that the 15 January 2024 WhatsApp message was sent by her staff (even though she had earlier said the claimant did not employ any staff since 2023[120]). However, she later accepted that it was she who had overlooked that the defendant had already exchanged her remaining 3 V-Shape Lifting treatment credits for Silk Peel treatment credits on 2 August 2023.[121] As a result of this exchange, the additional 3 "FOC" V-Shape Lifting treatment credits, which were conditional on a full package being purchased, were no longer available.[122] The Silk Peel treatment rendered on 13 August 2024 had utilised an exchanged Clean & Clear treatment credit.[123] Ms Cheang only realised during the session on 13 February 2025 that the defendant had no more Silk Peel treatment credits.[124] She therefore

[120] CT, 11 May 2026, 10:16 – 18.

[121] CT, 11 May 2026, 60:27 – 61:30, 98:4- 32.

[122] CT, 11 May 2026, 51:1 -52: 8.

[123] CT, 11 May 2026, 62:17 – 32.

[124] CT, 11 May 2026, 64:9 – 25.



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offered to exchange one of the defendant's Clean & Clear treatment credits for the Silk Peel treatment, which the defendant accepted.[125]

105 The defendant submitted that the "forfeiture" of the 3 "FOC" V-Shape Lifting treatment credits was unethical because the claimant's terms and conditions did not provide for this, and by doing so, the claimant was effectively robbing customers of treatments already paid for without any clear basis. However, it was stated in the claimant's terms and conditions that all sales are non-refundable or transferrable, and in the event a refund application was approved, "all free products given and/or services rendered from the said package will be billed according at its Usual Price".[126] The defendant agreed that she had seen the terms and conditions.[127]

106 The defendant further argued that Ms Cheang's claim that there were no more V-Shape Lifting treatment credits available for exchange was inconsistent with the claimant's own records. These showed that Ms Cheang had performed both a Silk Peel treatment and a Clean & Clear treatment on the defendant on 13 August 2024.[128] This would have been the 9th Clean & Clear treatment, yet there was no entry reflecting that the 10th Clean & Clear treatment credit had been exchanged for a Silk Peel treatment credit on 13 August 2024. This must mean that the Silk Peel treatment on 13 August 2024 had utilised an exchanged V-Shape Lifting treatment credit. Further, going by the claimant's reasoning, following the exchange of a Clean & Clear treatment credit for a Silk Peel treatment credit on 13 August 2024, there ought to have been no more Clean &

[125] Ms Cheang's AEIC, [39]; CT, 11 May 2026, 99:1 – 23.

[126] BOD 95.

[127] CT, 15 July 2026, 59:19 – 60:24.

[128] CT, 11 May 2026, 63:1 – 10, 99:1 -23; BOD 69.



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Clear treatment credits available for exchange on 13 February 2025 as the 10 "FOC" Clean & Clear treatment credits would have been forfeited. Ms Cheang, however, said her failure to record that the 10th and 11th Clean & Clear treatment credits had been exchanged for Silk Peel treatment credits was a mistake.[129]

107 Even if I accept that the defendant still had 2 Silk Peel treatment credits remaining on 13 February 2025, the defendant has not proven that Ms Cheang's statement to the defendant that she had no more Silk Peel treatment credits left was made dishonestly or that Ms Cheang knew it to be false.

108 Further, while the claimant ought to have, in the interest of transparency, first checked if the defendant had enough treatment credits so that the defendant could make an informed choice on whether to proceed with the treatment, I do not find that the claimant's failure to do so on this occasion rendered its business unethical. It was not the case that the claimant knew that the defendant no longer had Silk Peel treatment credits available but nonetheless proceeded to perform the treatment without informing her.

***Conclusion on justification***

109 In conclusion, even though the defendant might have found the claimant's business practices less than satisfactory, she has not proven that the claimant employs unethical business practices and/or has an unethical business model, and she has certainly not proven that it was a business designed to cheat or defraud customers.

[129] CT, 11 May 2026, 63:11 – 15.



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**Did the Stories amount to fair comment?**

110 To succeed in the defence of fair comment, the defendant must prove:

(a) The words complained of are comments, though they may consist of or include inference[s] of facts;

(b) The comment is on a matter of public interest;

(c) The comment is based on facts; and

(d) The comment is one which a fair-minded person can honestly make on the facts proved.

*Golden Season* at [93].

111 A comment is something which is or can reasonably be inferred to be a deduction, inference, conclusion, criticism, judgment, remark, observance etc: *Golden Season* at [96].

112 The test whether the words are fact or comment is an objective one – namely: whether an ordinary, reasonable reader on reading the whole article would understand the words as comments or as statements of fact. When such a reader cannot readily distinguish whether the defendant is stating a fact or making a comment, then the proper approach will be to deny the defendant the benefit of the defence: *Golden Season* at [94].

113 The burden therefore rests on the defendant to distinguish clearly between statements which are comments as opposed to allegations of facts, and if she fails to do so, the statements may not attract the defence of fair comment: *Golden Season* at [96].



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114 The claimant contended that the defence of fair comment was not attracted because the statements were facts, not comments, and because they were not on a matter of public interest.

***Whether the Stories were on a matter of public interest***

115 The defendant submitted that her statements were on a matter of public interest as they relate to the appropriateness of some of the claimant's business practices towards consumers. The claimant however argued that 401 people cannot be considered the public at large[130], and the publication was to blackmail and extract payment rather than to air a genuine grievance.

116 The extent to which the publication was actually accessed is not determinative of whether a matter is of public interest. The question is whether a matter affects people at large so that they may legitimately be interested in what is going on or how they might be affected: *Aaron Anne Joseph v Cheong Yip Seng* [1996] 1 SLR(R) 258 as cited in *Terrence Fernandez v Tan Aik Hong Thomas* [2026] SGDC 5 at [127].

117 In *Thio Keng Thay v Sandy Island Pte Ltd* [2019] SGHC 175 at [144], the court found that it was in the public interest to be informed of the quality of properties purveyed by a developer to the public at large even though the developer was in the ultra-high end market.

118 Similarly, as the claimant's services were offered to the public at large, I accept that it would be in the public interest to be informed of any fraudulent or unethical business practices by the claimant.

[130] CT, 15 July 2026, 63:25 – 31.



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119 Likewise, a defendant's true motivation in making a publication is not determinative of whether the publication was on a matter of public interest.

***Statement of fact or comment***

120 The defendant argued that an ordinary reasonable audience would understand her statements as criticisms of or opinions on the claimant's business practices, as she had set out her experiences with the claimant as the reason for describing the claimant as having "unethical business practices" and her experience with the claimant as "hell", and later, as a "SCAM !!" The claimant, on the other hand, submitted that the words used are statements of fact and not comments.

121 I find that the defendant has failed to discharge her burden of distinguishing clearly between comment and fact. The statements that the claimant "should be reported to CASE", that she was "completely trapped by [the claimant's] unethical business model" and the use of the word "SCAM !!" would be understood by an ordinary, reasonable reader to be statements of fact rather than comment as these were presented as factual assertions and not qualified in any way as the defendant's personal views.

122 Particularly, in relation to the description of the claimant's business as a "SCAM", where a defamatory remark was made baldly, without reference to any fact from which the remark could be inferred, it is not likely to be defensible as comment, especially if it imputes dishonesty or dishonourable conduct: *Golden Season* at [99].



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***Conclusion on fair comment***

123 As the defendant has not established that her statements were comments, the defence of fair comment fails. There is strictly, therefore, no need for me to consider the other two elements of fair comment, namely, whether the alleged comments were based on facts or were those which a fair-minded person can honestly make on the facts.

124 For completeness, I accept that the defendant's experience with the claimant, as narrated in the Stories, was true. Ms Cheang had informed her on 7 January 2020 that her skin was too sensitive and she needed other treatments, and she was persuaded to buy the claimant's membership programmes to enjoy member's rates (see [72] – [73] above).

125 In considering whether an honest and fair-minded person could honestly hold and express such an opinion, every allowance or latitude must be given for any prejudice and exaggeration entertained by such a fair-minded person: *The Wellness Group Pte Ltd v OSIM International Ltd* [2016] 3 SLR 729 at [288]. Nevertheless, I find that the defendant's statements that the claimant's business is unethical and/or a scam were not those which a fair-minded person could honestly hold based on the aforesaid facts. The defendant had no evidence that Ms Cheang's statement that her skin was too sensitive and needed other treatments was false, and that Ms Cheang made the statement knowing it to be untrue.

**Was the defendant motivated by malice?**

126 Given that the defence of fair comment fails, there is no need for me to consider whether the defendant was actuated by malice, which would defeat the



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defence of fair comment. Nonetheless, I proceed to consider if malice has been established as the claimant has also argued malice for its damages claim.

127 Malice, for the purpose of defeating a defence of fair comment, requires proof that the defendant did not genuinely believe what he stated: *Golden Season* at [93]. Malice in the broader context of defamation encompasses "any ill-will, spite, or some wrong or improper motive" and may be proven in two ways: (a) the defendant's knowledge of falsity, recklessness or lack of belief in the defamatory statement; and (b) where the defendant has a genuine or honest belief in the truth of the statement, but acts with the dominant motive of injuring the plaintiff or some other improper motive: *Foo Diana v Woo Mui Chan* [2025] 4 SLR 95 ("*Foo Diana*") at [125].

128 The claimant relied on the defendant's request for a refund from the claimant, the defendant's failure to make any report or pursue legal proceedings against the claimant, the lack of any contemporaneous evidence to substantiate her complaints against the claimant over 5 years, and the defendant's concession that the claimant was not purely a money-making business with no concerns for its customers' well-being. The defendant, however, said that she published the Stories in good faith to warn others about the claimant's business practices and was a truthful account of what she endured from March to November 2023[131].

129 I find that the defendant did not genuinely believe what she stated in her Stories.

130 I accept that the defendant's account in her Stories on what happened during her first consultation with the claimant was true (see [72] – [73] above).

[131] Defence, [39], [42].



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131 I also accept that she had felt trapped and had misgivings about the claimant. This is evidenced by her messages to her husband on 12 January 2021 complaining that Ms Cheang was a "con woman" [132] and her Instagram story of 8 November 2023 voicing her frustration at being informed by the claimant that she could not use her treatment credits without the Silk Peel treatment.[133]

132 However, the defendant agreed that the claimant was not a business that was only interested in making money and was not concerned about customers' well-being[134]. This is diametrically opposed to the defendant's portrayal of the claimant's business as unethical or a scam.

133 Critically, the defendant accepted that she was not forced to buy memberships from the claimant and she did benefit from the packages (see [84] and [90] above). The defendant also patronised the claimant from early 2020 to early 2025, and there were no documented complaints to the claimant (other than her 23 February 2022 message asking that she be advised on the cost of treatment before her sessions and a 28 June 2021 message informing the claimant that she had scratches on her face following a session). She even published a promotional Instagram post on the claimant's salon, even though she claimed that she only did so because she did not want to spend more on her treatments. At best therefore, this was a case of buyer's remorse.

134 In coming to my view, I did not place any weight on the defendant's failure to adduce evidence to support her assertion that she had filed a report with CASE.[135] Whether the defendant had raised a complaint with CASE had

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[132] BOD 190 – 193.

[133] The defendant's AEIC, [56]; BOD 197.

[134] CT, 15 July 2026, 64: 4 – 66:10.

[135] CT, 15 July 2026, 11:4 – 12:8, 39:24 -40:31.



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not been put in issue and was only raised when the defendant was cross-examined.

135 The claimant has therefore established malice on the part of the defendant.

136 For completeness, I am not persuaded that the defendant had a dominant motive of injuring the claimant or some other improper motive.

137 It is not disputed that the claimant reached out to the defendant on 19 March 2025 for an "open conversation", which the defendant declined, stating that there was nothing to talk about unless the claimant was willing to discuss a refund for its services. She also stated that she planned to share a detailed review on Google "in the near future".[136] The claimant continued to ask for a meet-up and potentially discuss a refund, but the defendant did not respond.[137]

138 The defendant agreed that by referring to a refund, she wanted some money from the claimant, but she disagreed that she was blackmailing the claimant as she would only be sharing her personal experience in a Google review.[138] She did not respond to the claimant's further messages as she did not want to give the claimant "another opportunity to go her way".[139]

139 The issue of refund was only raised when the claimant reached out to the defendant, by which time the defendant had already published the Stories.

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[136] BOD 147.

[137] BOD 148.

[138] CT, 15 July 2026, 37:3 – 38:7.

[139] CT, 15 July 2026, 39:4 - 23.



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It therefore cannot be said that the defendant's motivation for publishing the Stories was to exact a refund.

**Damages**

140 The claimant pleaded that it should be awarded damages, including aggravated damages and special damages. In closing submissions, it quantified its claim as "$50,000 in general damages with a 50% uplift"[140], the latter presumably as aggravated damages. It did not quantify the special damages sought.

141 The defendant did not take issue with the claimant's entitlement to seek the aforesaid heads of damages as a matter of principle. It only took issue with quantum, and contended that the claimant's reputation was so undeserving of legal protection that only nominal damages should be ordered, and no special damages should be awarded as the claimant has failed to prove its alleged loss.

142 However, it has been described as "settled law" that a corporate entity is not entitled to recover aggravated damages: *Hunger Busters Pte Ltd v Jonathan Cheok Wei Zheng* [2020] SGDC 129 ("*Hunger Busters*") at [75]. This is because aggravated damages are meant to compensate for injury to feelings and pride where the defendant's conduct has aggravated the injury. A corporate entity cannot be injured in its feelings (*Golden Season* at [136], [137]). Accordingly, the claimant is not entitled to any aggravated damages as a matter of principle.

143 I therefore proceed to consider what would be an appropriate quantum of general and special damages (if any).

[140] The claimant's closing submissions, [44].



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***General damages***

144 As the claimant is a corporate entity which cannot suffer any injury to feelings, it is only entitled to recover damages for injury to its trading reputation. A corporate entity is not presumed to have a reputation and must prove that it has a reputation capable of being injured by the defamation: *Thio Keng Thay v Sandy Island Pte Ltd* [2019] SGHC 175 at [146].

145 The claimant was incorporated in Singapore in 2006[141] and carries on the business of beauty salons and spas and retail sale of cosmetics and toiletries.[142] The claimant therefore has a reputation in Singapore capable of being injured by the defamation.

146 In considering the appropriate quantum of damages, the court will consider factors such as:

(a) The nature and gravity of the defamation;

(b) The conduct, position and standing of the plaintiff and defendant;

(c) The mode and extent of publication;

(d) The natural indignation of the court at the injury caused to the plaintiff;

(e) The conduct of the defendant from the time the defamatory statement is published to the very moment of the verdict;

[141] CT, 11 May 2026, 9:10 – 12.

[142] Ms Cheang's AEIC, [4].



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(f) The failure to apologise and retract the defamatory statement; and

(g) The presence of malice.

*Tang Swee Phing v Chan Tam Hoi (alias Paul Chan) and another appeal* [2025] 4 SLR 1104 ("*Tang Swee Phing*") at [84].

147 The allegations were of particular severity, as they imputed that the claimant is fraudulent (to those who saw the word "SCAM !!"), and at the very least, to those who did not see the word "SCAM !!", that the claimant has an unethical business.

148 As for the conduct, position and standing of the claimant, nominal damages are the appropriate award where a claimant is shown to deserve no reputation worthy of legal protection (*Tang Swee Phing* at [85] - [88]). However, I am not persuaded that the claimant's reputation was not worthy of protection.

149 The defendant has relied on the claimant's rating of 3.1 out of 5 stars and the existence of 9 one-star reviews on its Google profile page. In particular, the defendant cited 8 reviews as criticising the claimant "in a manner eerily similar" to the Stories. These criticised the claimant for upselling, being unprofessional/unethical and/or representing to customers that additional treatments/products were required.[143]

150 None of the authors of the one-star Google reviews were called as witnesses. Whether the claimant had in fact committed the acts complained of

[143] BOD 224 – 235.



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is therefore hearsay. I cannot find, solely based on such allegations having been made, that the claimant therefore has, or deserves to have, no reputation deserving of legal protection.

151 Nevertheless, neither the claimant nor the defendant were of any particular standing. As at around the time of the post, the defendant had 8,223 followers, which while not insignificant, could not be described as particularly large either.

152 The defendant had posted a further Instagram story on the claimant on 21 March 2025 (see [36] above) and pinned the Stories to her Highlight function so they remained visible. The title of "SCAM !!" was however only available for about 2 months as she renamed the Highlight from "SCAM !!" to "BEWARE!!" on 11 April 2025. She eventually removed the Highlight from her profile page altogether on or about 21 July 2025. The Stories were therefore only available for viewing from 13 February 2025 to on or about 21 July 2025, or about 5 months.

153 The defendant's Instagram engagement analytics show that the Stories were viewed 401 times over only 265 unique accounts.[144] It is not clear how many of these 265 users would have accessed the Stories directly, how many users would have accessed the Stories via the Highlight function on the defendant's Instagram profile page while it was titled "SCAM !!" and how many users accessed the Stories via the Highlight function when it was titled "BEWARE!!". The defendant has only made a bare assertion that the latter two groups would be "significantly less" because they would have had to take the

[144] CT,15 July 2026, 2:31 – 3:8; BOD 206.



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further step of navigating to her Instagram profile to view her Highlights.[145] Nevertheless, even taking the claimant's case at its highest, at best, only 265 people would have seen the Stories as well as the title "SCAM !!".

154 I have also found that the defendant was motivated by malice as she did not honestly believe in the truth of what she said.

155 The court can refer to past comparable awards for guidance on an appropriate quantum. However, parties had only referred to past awards where the claimants were individuals rather than corporate entities.

156 I therefore considered instead the following authorities cited by parties where damages were awarded to a corporate claimant:

(a) In *Golden Season*, the claimant was awarded $15,000 in respect of emails sent to several individuals suggesting cheating, malpractice involving donor monies and copyright infringement. The court found malice, and there was no apology.

(b) In *Hunger Busters*, a claimant whose business was in relative infancy was awarded $10,000 for statements alleging dishonesty or business misconduct. These had been posted on 3 platforms, and while 2 were removed 15 days after publication, the statements on the defendant's personal Facebook page remained. The post on his Facebook page had garnered 52 "likes", received 17 comments from 9 different users and was shared by 7 users.

[145] DCS, [12].



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(c) In *CWL Facilities Management Pte Ltd & Anor v Tan Eng Huat* [2026] SGDC 316 ("*CWL*"), the managing agent of a condominium was awarded $40,000 for 5 posts on the condominium's Facebook page which had almost 600 members and an email sent to several recipients, alleging, amongst other things, that the claimant was dishonest, fraudulent or deceptive. The Facebook posts remained accessible for almost 3 years.

157 Taking the above factors into account and comparing these against the case authorities cited by parties, a reasonable quantum of general damages would be $15,000. *Hunger Busters* and *CWL* concerned a larger number of publications and the periods for which the publications remained accessible were longer than in the present case. However, the claimant's business was not in its infancy unlike the claimant in *Hunger Busters*, and I have found malice on the defendant's part. A higher award, similar to that in *Golden Season*, would therefore be appropriate.

***Special damages***

158 An award of special damages addresses damages that are not presumed by law to be the ordinary consequence of the defendant's wrongful act but arises as a result of special circumstances of the particular case: *Foo Diana* at [21]. Loss of earnings, business and clientele are within the ambit of special damage, and must be properly pleaded, particularised, and sufficient evidence adduced in support of: *Foo Diana* at [33] – [34].

159 The claimant said that resulting from the Stories, it suffered a significant drop in total sales as well as the number of new customers in the months of



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March and May 2025, as compared to the corresponding months in 2023 and 2024.[146]

160 In support, the claimant produced its total monthly sales and number of new clients per month for February to July 2023, February to July 2024 and February to July 2025. In February 2025, the claimant had 5 new customers, followed by 4 in March, 0 in April, 1 in May, 0 in June and 2 in July, amounting to a total of 12 new customers in that period.[147]

161 Ms Cheang agreed that if the defendant's Stories had the alleged effect of reducing new customers, this would already have been seen in the months of February to March 2025[148]. However, the number of new customers in February 2025 was higher than in the corresponding months in 2023 (1) and 2024 (2). Only the number of new customers for each of the months of March to July 2025 was lower than in the corresponding months in 2023 and 2024.

162 Further, it is not possible to determine, simply because the number of new customers in March to July 2025 was lower than in the corresponding months in 2023 and 2024, that this was because of the Stories. The number of new customers varied from month to month in 2023 and 2024. Further, the number of new customers appeared to have been on a downward trend since 2024, from 31 new customers between February and July 2023 to 27 new customers between February and July 2024. This corresponded to a downward trend in the claimant's total monthly sales, from a total of $240,900 for February

[146] SOC, [40]; Ms Cheang's AEIC, [79] – [80].

[147] Ms Cheang's AEIC, [80].

[148] CT, 11 May 2026, 88:3 – 11.



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to July 2023 to $152,759 for February to July 2024, and finally to $130,982 for February to July 2025.

163 Instead, the fall in the number of new customers could be due to the lack of promotions run by the claimant. Ms Cheang's evidence was that the claimant did not advertise or run any promotions between February to May/June 2025. She agreed that without any promotions, the claimant would not be able to attract as many new customers. [149] Insofar as the claimant argued that there was no uptick in the number of new customers in June despite a promotion in June 2025, I note that there was in fact a gradual increase to 2 new customers in July 2025.

164 One could also not discount the possibility that the claimant's business was affected by wider economic conditions.

165 When shown a news article dated 3 April 2025 reporting the US President's decision to impose tariffs[150], Ms Cheang agreed that this would have given readers the impression that there would be economic uncertainty and would lead to consumers spending less on non-essential services.[151]

166 The claimant argued that macroeconomic sentiments could not have been the main reason for the fall in new customers because it was reported in July 2025 that the Singapore economy saw a surprise expansion despite tariff uncertainty[152], but the claimant had no new customers.[153] However, Ms

[149] CT, 11 May 2026, 88 :19 – 89:28.

[150] BOD 246 – 252.

[151] CT, 11 May 2026, 90:1 – 91:13.

[152] BOD 271 – 276.

[153] CT, 11 May 2026, 91:18 – 92:15.



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Cheang's own position on affidavit was that the number of new customers rose from 0 in June to 2 in July.[154] The claimant's monthly sales also rose from $2,689 in June 2025 to $21,646 in July 2025, which was more than what the claimant generated in July 2024 ($14,864).

167 The claimant must prove that the loss in sales or clients was because of the defendant's defamation and not some other reasons such as economic conditions: *Golden Season* at [149] – [150]. The claimant has not done so. I therefore make no award of special damages.

**Injunction**

168 An injunction may be granted where there is a propensity or likelihood to repeat the defamatory statements: *Golden Season* at [147].

169 The claimant did not, in its closing submissions, state any basis for why an injunction should be granted. The claimant has not adduced any evidence to suggest that the defendant was likely to repeat the defamatory allegations.

170 I therefore decline to grant any injunction.

**Conclusion**

171 In the circumstances, I award $15,000 to the claimant, plus interest at 5.33% from the date of this Judgment to the date of payment.

[154] Ms Cheang's AEIC, [80].



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172 Unless parties can agree on costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Singh Ranjit (Francis Khoo & Lim) for the claimant;
Chen Yongxin (Chooi Jing Yen LLC) for the defendant.

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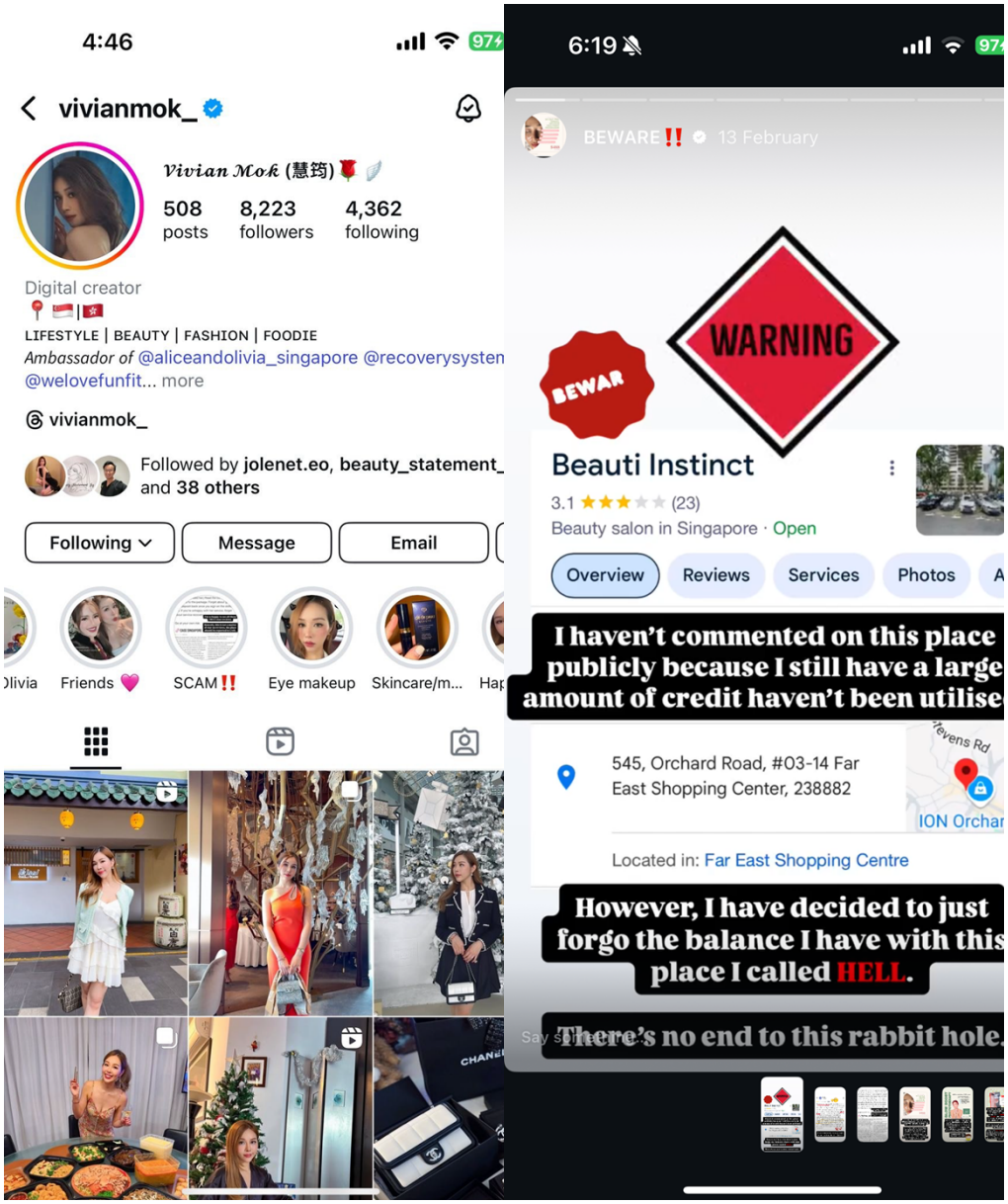
**Annex A**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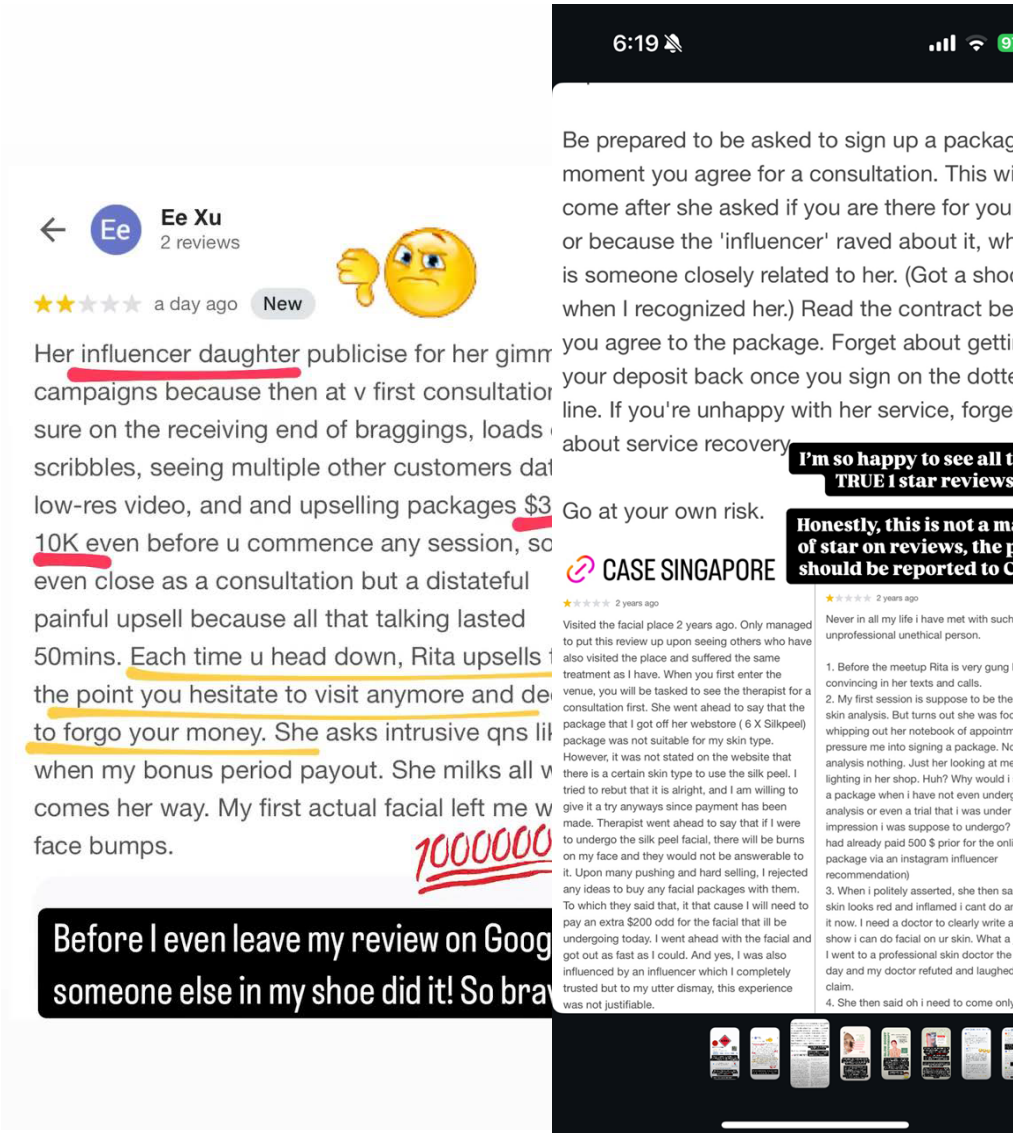
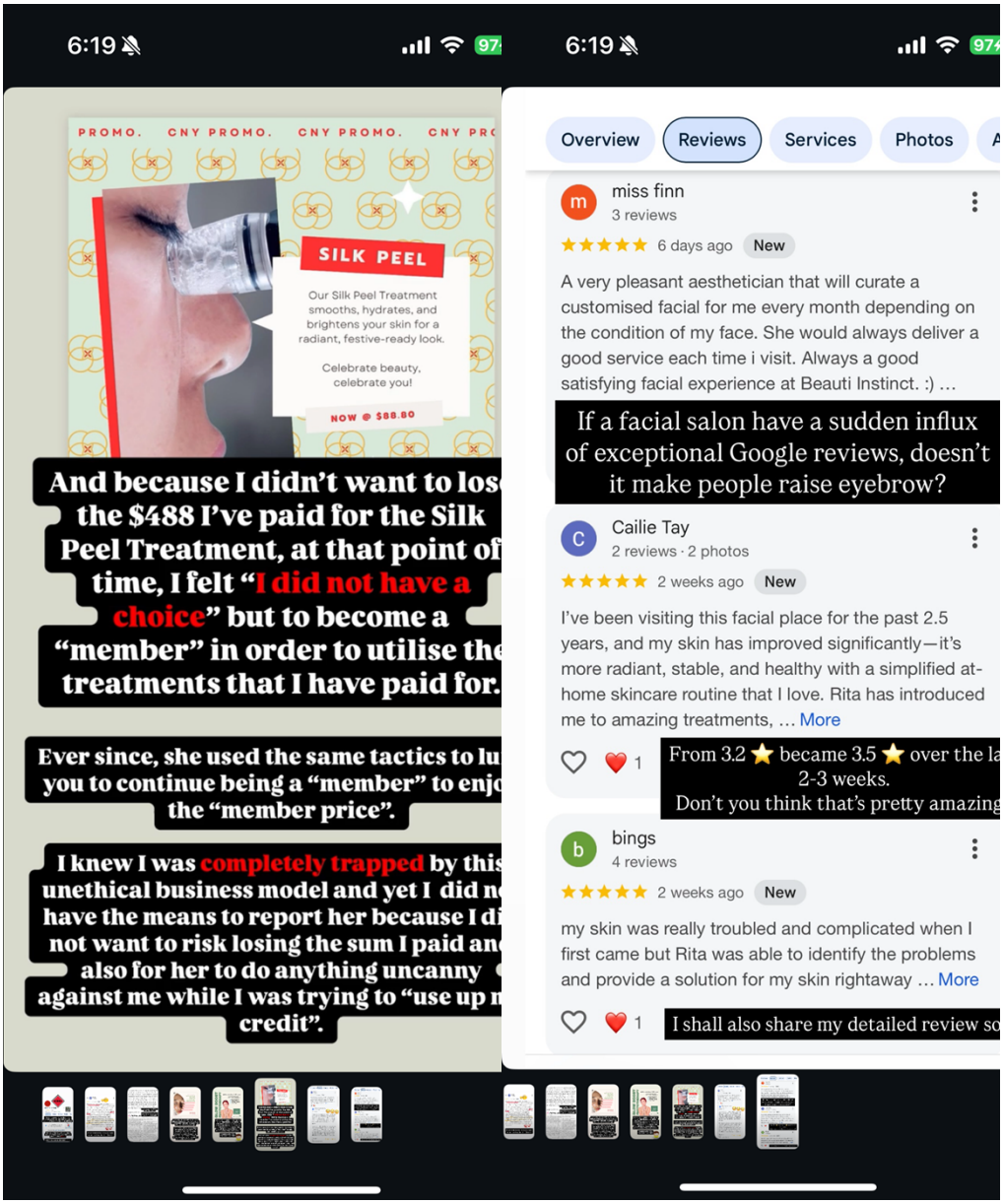
vivianmok_
Vivian Mok (慧筠)
508 posts
8,223 followers
4,362 following
Digital creator
LIFESTYLE | BEAUTY | FASHION | FOODIE
Ambassador of @aliceandolivia_singapore @recoverysysten
@welovefunfit... more
vivianmok_
Followed by jolenet.eo, beauty_statement_ and 38 others
Following
Message
Email
Olivia
Friends
SCAM
Eye makeup
Skincare/m...
6:19
BEWARE
13 February
WARNING
BEWAR
Beauti Instinct
3.1 (23)
Beauty salon in Singapore · Open
Overview
Reviews
Services
Photos
I haven't commented on this place publicly because I still have a large amount of credit haven't been utilise
545, Orchard Road, #03-14 Far East Shopping Center, 238882
Located in: Far East Shopping Centre
However, I have decided to just forgo the balance I have with this place I called HELL.
There's no end to this rabbit hole.


Ee Xu
2 reviews
a day ago
New
Her influencer daughter publicise for her gimm
campaigns because then at v first consultatio
sure on the receiving end of braggings, loads
scribbles, seeing multiple other customers dat
low-res video, and and upselling packages $3
10K even before u commence any session, so
even close as a consultation but a distateful
painful upsell because all that talking lasted
50mins. Each time u head down, Rita upsells
the point you hesitate to visit anymore and de
to forgo your money. She asks intrusive qns lik
when my bonus period payout. She milks all w
comes her way. My first actual facial left me w
face bumps.
1000000
Before I even leave my review on Goog
someone else in my shoe did it! So bra
6:19
Be prepared to be asked to sign up a packag
moment you agree for a consultation. This wi
come after she asked if you are there for you
or because the 'influencer' raved about it, wh
is someone closely related to her. (Got a sho
when I recognized her.) Read the contract be
you agree to the package. Forget about getti
your deposit back once you sign on the dotte
line. If you're unhappy with her service, forge
about service recovery
I'm so happy to see all t
TRUE 1 star reviews
Go at your own risk.
Honestly, this is not a ma
of star on reviews, the p
should be reported to C
CASE SINGAPORE
2 years ago
Visited the facial place 2 years ago. Only managed to put this review up upon seeing others who have also visited the place and suffered the same treatment as I have. When you first enter the venue, you will be tasked to see the therapist for a consultation first. She went ahead to say that the package that I got off her webstore ( 6 X Silkpeel) package was not suitable for my skin type. However, it was not stated on the website that there is a certain skin type to use the silk peel. I tried to rebut that it is alright, and I am willing to give it a try anyways since payment has been made. Therapist went ahead to say that if I were to undergo the silk peel facial, there will be burns on my face and they would not be answerable to it. Upon many pushing and hard selling, I rejected any ideas to buy any facial packages with them. To which they said that, it that cause I will need to pay an extra $200 odd for the facial that ill be undergoing today. I went ahead with the facial and got out as fast as I could. And yes, I was also influenced by an influencer which I completely trusted but to my utter dismay, this experience was not justifiable.
2 years ago
Never in all my life i have met with such unprofessional unethical person.
1. Before the meetup Rita is very gung convincing in her texts and calls.
2. My first session is suppose to be the skin analysis. But turns out she was foc whipping out her notebook of appointr pressure me into signing a package. Nc analysis nothing. Just her looking at me lighting in her shop. Huh? Why would i a package when i have not even underg analysis or even a trial that i was under impression i was suppose to undergo? had already paid 500 $ prior for the onli package via an instagram influencer recommendation)
3. When i politely asserted, she then sa skin looks red and inflamed i cant do ar it now. I need a doctor to clearly write a show i can do facial on ur skin. What a I went to a professional skin doctor the day and my doctor refuted and laughed claim.
4. She then said oh i need to come onl


6:19
EXFOLIATE.CLEANSE. REVITALIZE
6X SILK PEEL DERMAL INFUSION TREATMENT PROGRAMME
6X Silk Peel Dermal-Infusion Polish
6X Lymphatic Massage with Cell Repair Mask
6x LED Light Treatment Mask
NEW CUSTOMERS ONLY
$488
(U.P: $2868)
@beautiinstinctsg
I remember getting influenced by her influencer daughter Casandra to get thi "new member only Silk Peel promo" or their website a few years ago.
Only after I paid for this seemingly good deal, she told me on my first consultation that I CAN'T use this treatment because my skin is too sensitive. And she said I have to do THIS THIS THIS and THIS other treatments before my skin is suitable for the Silk Peel Treatment.
6:19
GLOW BOOST PHOTOTHERAPY
Visible results after just ONE session!
All-in-One treatment to achieve smoother, firmer, and radiant skin.
1 Rejuvenation Phototherapy
2 Soothing Treatment Gel
3 Cryo Electroporation Magic
4 Lymphatic Detox Massage
5 LED Light Therapy
Just @
$127
U.P. $856
BEAUTI INSTINCT
And then she took out this "price chart" that listed down all her ridiculously priced services and said "if you buy a $5k/$10k credit, you will enjoy the "member price" for all the services (which is a fraction of her "Ala carte" price).
Member price: $127
Ala carte price: $856
ARE YOU SERI
RIGHT NOW


6:19
PROMO. CNY PROMO. CNY PROMO. CNY PRO
SILK PEEL
Our Silk Peel Treatment smooths, hydrates, and brightens your skin for a radiant, festive-ready look.
Celebrate beauty, celebrate you!
NOW @ $88.80
And because I didn't want to los the $488 I've paid for the Silk Peel Treatment, at that point of time, I felt "I did not have a choice" but to become a "member" in order to utilise the treatments that I have paid for.
Ever since, she used the same tactics to lu you to continue being a "member" to enjo the "member price".
I knew I was completely trapped by this unethical business model and yet I did n have the means to report her because I di not want to risk losing the sum I paid an also for her to do anything uncanny against me while I was trying to "use up credit".
6:19
Overview
Reviews
Services
Photos
miss finn
3 reviews
6 days ago
New
A very pleasant aesthetician that will curate a customised facial for me every month depending on the condition of my face. She would always deliver a good service each time i visit. Always a good satisfying facial experience at Beauti Instinct. :) ...
If a facial salon have a sudden influx of exceptional Google reviews, doesn't it make people raise eyebrow?
Cailie Tay
2 reviews · 2 photos
2 weeks ago
New
I've been visiting this facial place for the past 2.5 years, and my skin has improved significantly—it's more radiant, stable, and healthy with a simplified at-home skincare routine that I love. Rita has introduced me to amazing treatments, ... More
1
From 3.2 ⭐ became 3.5 ⭐ over the la 2-3 weeks.
Don't you think that's pretty amazing
bings
4 reviews
2 weeks ago
New
my skin was really troubled and complicated when I first came but Rita was able to identify the problems and provide a solution for my skin rightaway ... More
1
I shall also share my detailed review so