IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 25

Small Claims Tribunals — Claim No 17339 of 2025

Between

JFM

… *Claimant*

And

JKW

… *Respondent*

EX TEMPORE JUDGMENT

[Commercial Transactions — Sale of services — Consumer protection]

Version No 1: 17 Sep 2026 (15:39 hrs)

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JFM
v
JKW

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Tribunal Magistrate Jared Kang Chern Wey
19 November 2025

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Tribunal Magistrate Jared Kang Chern Wey:

1 The material background of this matter can be stated shortly. The claimant ("Mr C") entered into two transactions with the respondent ("RPL"), which trades under a brand name. The first was a purchase of a peeling gel for $210, which came with a complimentary facial and was concluded on an earlier date. The second, and much larger, transaction was for a package of facials and products costing $3,000, entered into when he later went back to redeem the complimentary facial. Mr C sues under the Consumer Protection (Fair Trading) Act 2003 (the "CPFTA"), alleging unfair practices and seeking to unwind both transactions in the total sum of $3,210.

2 Mr C's case is that both transactions were brought about by high-pressure sales tactics and misleading representations. In relation to the $3,000 transaction in particular, he says that the salesperson started with a price in the region of $10,000, progressively slashed the price, and represented that a

"special" staff voucher and price benefit were being applied just for him and only if he decided on the spot. He further says that the salesperson initially offered a $500-per-month instalment plan, but later insisted on full upfront payment, justifying this by saying that only two units of a key product were left and that he would not receive any product unless he paid the balance immediately. He also says that products were applied to his face during the discussion, that he was told that a "special" remover was needed to take them off, and that he was discouraged from contacting his wife although he said that he wished to consult her. He describes feeling worn down by the prolonged interaction. He relies on s 4 of the CPFTA and, in particular, a number of items in the Second Schedule, including para 14 of that Schedule, which concerns exerting undue pressure or undue influence.

3 The respondent denies any unfair practice. It says that its sales methods are standard retail practice, that high-pressure selling is "subjective", and that no false promises were made. It relies on a written Service Agreement and associated documents which suggest that payment is not refundable, as well as standard acknowledgments that the purchase was made voluntarily and not under pressure. However, RPL's representative before me, its only witness, candidly accepts that she was not present at either transaction. The respondent calls no salesperson who dealt with Mr C to give evidence. Saliently, it explains that the salesperson identified by Mr C as handling the $3,000 transaction no longer works for the company and that it is not prepared to contact her to give evidence in defence of the claim. As for CCTV footage, the respondent claims that there is no recording function. Apparently, there is only a live feed in the common sales area and no camera at all in the facial room.

4 Against that backdrop, two issues arise: first, whether the respondent engaged in an unfair practice in relation to the first, $210 transaction; second,

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whether an unfair practice is proved in relation to the second, $3,000 transaction. The remedy, if any, follows from the answers to those questions.

5 The relevant statutory framework is as follows. Section 4 of the CPFTA proscribes unfair practices. These include, in general terms, conduct where a supplier does or says anything, or omits to do or say anything, if as a result a consumer might reasonably be deceived or misled, or where the supplier takes advantage of a consumer whom it knows or ought to know is not in a position to protect his own interests or understand the transaction. Section 4(*d*) also incorporates into the definition of "unfair practice" those acts specified in the Second Schedule. Paragraph 14 of that Schedule refers to taking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction. The test is an objective one, applied in the circumstances of the particular consumer. It bears emphasis that the CPFTA is consumer-protective legislation: it is concerned precisely with situations where, although a consumer could in theory walk away, the practical and psychological pressures brought to bear significantly impair real freedom of choice. It is also important to note that CPFTA protections cannot be contracted out of (see s 35 of the CPFTA). As such, "no refund" and waiver clauses do not, by themselves, defeat a proven unfair practice.

6 I begin with the first, $210 transaction. Mr C's oral evidence on this is comparatively brief. He identifies the product as a peeling gel, says that similar sales tactics were used as in the second transaction, and explains that he only came to see matters as problematic in retrospect, after reflecting on his experience of the second transaction and reading online reviews. However, beyond this general characterisation, there is very little concrete detail about what was actually said and done at the point of the $210 sale. On this limited evidential footing, I am not satisfied that a specific unfair practice is proved in

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relation to the first transaction. In my judgment, there is an insufficient basis to unwind that earlier contract, and I therefore dismiss the claim concerning the $210 purchase.

7 Turning to the $3,000 transaction, the starting point is the account that Mr C puts forward. His description of that interaction is cogent, detailed, and internally consistent. He explains, step by step, how the price was presented and revised, how an instalment plan was initially offered, how the terms then shifted, what was said about stock levels, what products were applied to his face, and what was said when he indicated a wish to consult his wife. He situates this in his personal circumstances at the time: a 32-year-old full-time Masters student on a scholarship, for whom $3,000 represented essentially a month of his stipend, with a wife whose freelance income was irregular. Taking these matters together, his evidence is, in my view, at the very least sufficiently cogent, detailed, and coherent to be capable of acceptance and certainly to call for an answer from the respondent.

8 Once a consumer gives an account of that nature, the evidential burden shifts to the supplier to refute it or at least to cast substantial doubt on it. The respondent, however, has chosen to conduct its defence in a way that leaves it unable to do so. Its sole witness candidly accepts that she was not present at either transaction and can speak only to general practices. The salesperson who actually handled the $3,000 transaction does not give evidence, and the respondent declines to contact her simply on account that she no longer works for the company. There is also no CCTV recording of the interaction. As stated, according to the respondent, the cameras in the area where the salesperson and Mr C interacted provide only a live feed and do not save recordings. In practical terms, therefore, the respondent does not answer the specifics of Mr C's sworn account with any first-hand evidence.

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9 In the circumstances, the only first-hand narrative of what occurred is Mr C's account, which is cogent, detailed, and internally consistent. I see no good reason on the materials before me to reject it. I therefore accept his evidence as to the material events and make the following specific findings in relation to the $3,000 transaction:

(a) First, the salesperson began with a much higher package price in the region of $10,000 and, over some 10–20 minutes, progressively reduced it, ultimately presenting $3,000 as a supposedly "special" arrangement involving a personal staff voucher and unique price benefit if he decided on the spot.

(b) Second, an instalment structure of $500 per month was initially offered. Mr C agreed to proceed on that basis and made an initial payment in that context, on the understanding that the balance would be paid by instalments.

(c) Third, the salesperson subsequently insisted that the balance had to be paid upfront, justifying this by saying that there were only two units of a key product left, that she could not release any product unless full payment was made immediately, and that she could not say when further stock would arrive if he chose not to do so. In substance, the earlier representation of an instalment plan was not honoured.

(d) Fourth, products were applied to Mr C's face during the course of the sales discussion. When he attempted to get up and leave, he was told that a special remover was needed to take the product off. This was presented in a way that caused him to feel that simply walking out, with the product still on his face, was not a good option.

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(e) Fifth, when he said that he wished to consult his wife before committing to what, for him, was a large purchase, he was actively discouraged from doing so and told, in substance, to listen to the salesperson and make his own decision there and then without letting his family "pressure" him.

10 Taken together, these elements go beyond ordinary "hard sell". They involve manufactured urgency through purported special price benefits and stock scarcity, a shift from an agreed instalment structure to a demand for full payment, the use of product on the face coupled with suggestions that only the supplier's special remover could address it, and direct discouragement from contacting a close family member for advice in circumstances where $3,000 represented essentially a month's stipend. In my judgment, this combination of tactics exerted undue pressure on Mr C to enter into the $3,000 transaction and constitutes an unfair practice within the meaning of para 14 of the Second Schedule to the CPFTA.

11 As to the legal consequences, the CPFTA allows consumers to bring actions in respect of unfair practices, and the Small Claims Tribunals are empowered to grant appropriate orders, including monetary relief and, where appropriate, the unwinding of transactions. The respondent's reliance on "no-refund" or waiver clauses in its Service Agreement and related documents does not assist it. As I said, consumer protection under the CPFTA cannot be contracted out of, and such clauses cannot defeat relief where an unfair practice is established. In this case, the unfair practice goes to the manner in which consent to the $3,000 package was procured.

12 The products forming the subject of the $3,000 transaction remain unopened and unused, and Mr C confirms that he is willing to return them. In

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my view, the appropriate and proportionate remedy, in light of my findings, is to unwind the $3,000 transaction and restore the parties, as far as practicable, to their pre-transaction positions.

13 In the result, I make the following orders. First, I dismiss the claim in respect of the first, $210 purchase. Second, I allow the claim in respect of the $3,000 transaction. The respondent is to refund to the claimant the sum of $3,000 by 26 November 2025. The claimant is, in turn, to return to the respondent all products forming the subject of the $3,000 purchase, in their present condition, by 3 December 2025. I make no order as to costs or disbursements. Each party is to bear its own.

Jared Kang Chern Wey
Tribunal Magistrate

The claimant in person;
The respondent in person.