

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No.: DC/OA 105/2022

In the matter of Section 9 and 10 of the Consumer Protection (Fair Trading) Act 2003

Doc No.: DC/JUD 350/2023

Between

Filed: 03-March-2023 03:14 PM

COMPETITION AND CONSUMER COMMISSION OF  
SINGAPORE  
(Singapore UEN No. T08GB0010E)

...Claimant(s)



And

1. TRIPLE LIFESTYLE MARKETING PTE. LTD.  
(Singapore UEN No. 201604777W)
2. TAN JIA HUANG  
(NRIC No. [REDACTED])

...Defendant(s)

JUDGMENT PURSUANT TO ORDER 9, RULE 4(2) OF THE RULES OF COURT 2021

Case No: DC/OA 105/2022

Before: District Judge Elaine Lim Mei Yee

Venue: in Chambers

Hearing date/Time: 22-February-2023

The Court made the following orders in the above application:

1. A declaration that the 1st Defendant ("**TLM**") has engaged in the following unfair practices under the Consumer Protection (Fair Trading) Act 2003 ("**CPFTA**"):
  - a. pursuant to section 4(b) of the CPFTA, that TLM made the false claim that TLM or TLM's products were accredited;
  - b. pursuant to section 4(b) of the CPFTA, that TLM made false claims that it was established in 2010, trusted by more than 50,000 customers, and voted #1 on social media;
  - c. pursuant to section 4(b) of the CPFTA, that TLM made the false claim that Thomson Medical Centre was one of its customers;
  - d. pursuant to section 4(d) read with paragraph 9 of the Second Schedule to the CPFTA, that TLM represented that its water dispenser was free for a limited time when the price benefit or advantage did not exist;

- e. pursuant to section 4(a) of the CPFTA, that TLM misled consumers that it was willing to offer a subsidised rate for its products and/or services;
- f. pursuant to section 4(b) of the CPFTA, that TLM made the false claim that it offered interest-free instalment plans when consumers purchased its products and/or services;
- g. pursuant to section 4(a) of the CPFTA, that TLM misled consumers that instalment plans were available from Citibank or DBS for the payment of the consumers' purchases from TLM;
- h. pursuant to section 4(d) read with paragraph 11 of the Second Schedule to the CPFTA, that TLM represented that there was no refund of the sums paid for the activation fee and maintenance service package under direct sales contracts whereas consumers have a right under the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009 to cancel the direct sales contract and any sums which the consumers paid to TLM under the cancelled contracts would have to be repaid to the consumers;
- i. pursuant to section 4(a) of the CPFTA, that TLM misled consumers that it would repair or replace faulty water dispensers or provide the change of water filters when requested by consumers to do so under the maintenance service package, or misled consumers by giving false excuses about its delay or inability to do so, such as due to TLM's supplier's factory closure, TLM's office closure as a staff had contracted flu symptoms during the COVID-19 pandemic in 2020 or the circuit breaker measures under the COVID-19 (Temporary Measures) (Control Order) Regulations 2020, when TLM was considered an essential service and was authorised by the Ministry of Trade and Industry to operate during the circuit breaker measures and had in fact continued to conduct sales and install water dispensers and water filtration systems for new customers in the same period;
- j. pursuant to section 4(d) read with paragraph 24 of the Second Schedule to the CPFTA, from at least January 2020 until in or around December 2020, TLM accepted payment for maintenance service packages which included the provision of a 1-year warranty for the “tankless” water dispenser to consumers, when TLM knew or ought to have known that it would not be able to repair or replace faulty water dispensers with functioning units within the warranty period as there were issues with the “tankless” water dispenser which it was unable to resolve and TLM had inadequate systems in place to reasonably enable it to repair or replace the water dispensers under the warranty specified in the service agreements;
- k. pursuant to section 4(d) read with paragraph 1 of the Second Schedule to the CPFTA, from at least January 2020 until in or around December 2020, TLM misrepresented to consumers that its maintenance service package had the benefit of the use of the “tankless” water dispenser for 1 year with the provision of the 1-year warranty for the water dispenser, when it did not, as TLM was not able to repair or replace faulty water dispensers with functioning units within the warranty period specified in TLM's service agreements; and

1. pursuant to section 4(a) of the CPFTA, that TLM misled consumers on the health benefits of alkaline and/or filtered water by claiming that:
  - (1) alkaline water enhances the immune system and slows the ageing process and degenerative diseases;
  - (2) alkaline water is an antioxidant which fights free radicals;
  - (3) alkaline water restores pH balance to the body;
  - (4) alkaline water increases blood oxygen levels and improves metabolism;
  - (5) alkaline water can prevent or improve the condition of diseases such as:
    - a. osteoporosis
    - b. cancer
    - c. diabetes
    - d. arthritis
    - e. "kidney disorder"
    - f. "colon disorder"
    - g. metabolic acidosis
    - h. psoriasis
    - i. acid reflux disease
    - j. "muscle wasting"
    - k. chronic lower back pain
  - (6) alkaline water can "detoxify" the body;
  - (7) alkaline water can help in weight loss and fat "reduction";
  - (8) alkaline water improves digestive health and supports beneficial bacteria in the digestive tract;
  - (9) the "smaller" particle size of alkaline water can better "clean" and "detoxify" cells;
  - (10) alkaline water neutralises lactic acid to help prevent muscle cramps;
  - (11) alkaline water helps maintain the pH of breastmilk;
  - (12) drinking alkaline water aids in the transport of minerals and vitamins in the body;
  - (13) alkaline water hydrates better and aids in blood circulation;
  - (14) tap water contains contaminants which are not ideal for the development of children, and it is safer for them to drink filtered, alkaline water; and/or
  - (15) alkaline water helps improve the condition of children suffering from acid reflux disease.

2. That TLM, whether by itself, its agents, salespersons, employees or otherwise, be restrained from:

- a. representing that TLM or TLM's products are accredited by accreditation bodies if it is not the case;
  - b. representing that TLM was established before 2016, trusted by a claimed number of customers and/or voted #1 on social media, if it is not the case;
  - c. representing that a medical institution is TLM's customer or misleading consumers that a medical institution is TLM's customer, if it is not the case;
  - d. representing that TLM's water dispenser is free for a limited time, when the price benefit or advantage does not exist;
  - e. representing that TLM is willing to offer a subsidised rate for its products and/or services when it does not intend to do so;
  - f. representing that TLM offers interest-free instalment plans for the payment of TLM's products and/or services when it does not do so;
  - g. misleading consumers on the availability of instalment plans offered by a bank for the payment of the consumers' purchase from TLM when TLM has no arrangement for instalment payments with the bank;
  - h. representing that there is no refund of the sums paid for the activation fee and maintenance service packages under direct sales contracts whereas consumers have a right under the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009 to cancel the direct sales contract and any sums which the consumers paid to TLM under the cancelled contracts would have to be repaid to the consumers;
  - i. misleading consumers that TLM will repair or replace faulty water dispensers or provide the change of water filters when requested by consumers to do so under the maintenance service package, when it does not intend or is unable to do so, and/or further, misleading consumers by giving false excuses about TLM's delay or inability to do so;
  - j. accepting payment for maintenance service packages when TLM knows or ought to know that TLM does not intend to or is not able to provide the products or services under the maintenance service packages;
  - k. representing that TLM's maintenance service package has benefits which it does not have; and
  - l. making false or misleading claims on the health benefits of alkaline or filtered water.
3. That TLM publish, at its own expense, within 14 days from the date of this Order, details of the declaration and injunction granted against it, by way of a full-page public notice in The Straits Times, Lianhe Zaobao, Berita Harian, and Tamil Murasu, failing which the Claimant shall be at liberty to publish a notice in The Straits Times, Lianhe Zaobao, Berita Harian and/or Tamil Murasu and TLM must reimburse the Claimant for the cost of publishing the said notice(s) within 14 days of the Claimant's written notice to TLM.

4. That TLM must, for a period of 3 years from the date of this Order, publish on the landing page of any media platform utilised by TLM for marketing its products and/or services, at TLM's expense, the details of the declaration and injunction granted against TLM in a clear and visible manner, and further, notify the Claimant in writing within 7 days of such publication, the details of the media platform(s) on which the notice is published.
6. That TLM must, before any consumer enters into a contract in relation to a consumer transaction with TLM during a period of 3 years from the date of this Order, notify the consumer in writing about the declaration and injunction granted against TLM and obtain the consumer's written acknowledgement of such notice.

7 That TLM must, for a period of 3 years from the date of this Order, notify the Claimant in writing within 14 days after the occurrence of any of the following events:

- (1) a change in the premises or number of premises at which TLM carries on its business as a supplier;
- (2) a change in the Internet address or number of Internet addresses through which consumer transactions with TLM may be entered into;
- (3) the conversion of TLM from a private company to a limited liability partnership under section 27 of the Limited Liability Partnerships Act 2005;
- (4) TLM undergoing any arrangement, reconstruction or amalgamation under Part 7 of the Companies Act 1967;
- (5) an order being made under section 71 of the Insolvency, Restructuring and Dissolution Act 2018 approving a compromise or an arrangement between TLM and its creditors;
- (6) TLM being subjected to receivership under Part 6 of the Insolvency, Restructuring and Dissolution Act 2018;
- (7) TLM being subjected to judicial management under Parts 7 and 9 of the Insolvency, Restructuring and Dissolution Act 2018;
- (8) TLM being subjected to winding up under Parts 8 and 9 of the Insolvency, Restructuring and Dissolution Act 2018;
- (9) a change in TLM's name or the name under which TLM is carrying on business;
- (10) the establishing by TLM of a website or a mobile application, or an equivalent, that allows TLM to enter into consumer transactions through the Internet;
- (11) any arrangement by TLM to participate in a trade fair;
- (12) if TLM adopts for its business a new name, symbol or design, any arrangement by TLM to carry out any activity for the purpose of identifying its business with that new name, symbol or design;
- (13) a sale of TLM's business;
- (14) a change in the board of directors of TLM or a change in the person or persons who hold directly or indirectly 15% or more of the total voting power or total issued shares in TLM; or
- (15) any shareholder of TLM entering into an arrangement under which that shareholder holds on behalf of another person any profits, gains or dividends derived from the carrying on of TLM's business.

8 That the 2nd Defendant ("**TJH**") be restrained from knowingly abetting, aiding, permitting, or procuring TLM to engage in the following unfair practices:

- a. representing that TLM or TLM's products are accredited by accreditation bodies if it is not the case;

- b. representing that TLM was established before 2016, trusted by a claimed number of customers and/or voted #1 on social media, if it is not the case;
  - c. representing that a medical institution is TLM's customer or misleading consumers that a medical institution is TLM's customer, if it is not the case;
  - d. representing that TLM's water dispenser is free for a limited time, when the price benefit or advantage does not exist;
  - e. representing that TLM is willing to offer a subsidised rate for its products and/or services when it does not intend to do so;
  - f. representing that TLM offers interest-free instalment plans for the payment of TLM's products and/or services when it does not do so;
  - g. misleading consumers that TLM will repair or replace faulty water dispensers or provide the change of water filters when requested by consumers to do so under the maintenance service package, when it does not intend or is unable to do so, and/or further, misleading consumers by giving false excuses about TLM's delay or inability to do so;
  - h. accepting payment for maintenance service packages when TLM knows or ought to know that TLM does not intend to or is not able to provide the products or services under the maintenance service packages;
  - i. representing that TLM's maintenance service package has benefits which it does not have; and
  - j. making false or misleading claims on the health benefits of alkaline or filtered water.
- 9 That TJH publish, at his own expense, within 14 days from the date of this Order, details of the injunction granted against him, by way of a full-page public notice in The Straits Times, Lianhe Zaobao, Berita Harian, and Tamil Murasu, failing which the Claimant shall be at liberty to publish a notice in The Straits Times, Lianhe Zaobao, Berita Harian and/or Tamil Murasu and TJH must reimburse the Claimant for the cost of publishing the said notice(s) within 14 days of the Claimant's written notice to TJH.
- 10 That TJH must, for a period of 3 years from the date of this Order, publish in a clear and visible manner, at his own expense, the details of the injunction granted against TJH on (i) the landing page of any media platform utilised by TLM for marketing its products and/or services, (ii) any media platform utilised by TJH for marketing TLM's products and/or services and/or similar products and/or services as TLM's and (iii) any media platform utilised by any businesses controlled or owned by TJH for marketing TLM's products and/or services and/or similar products and/or services as TLM's, and further, notify the Claimant in writing within 7 days of such publication, the details of the media platform(s) on which the notice is published.
- 11 That TJH must, for a period of 3 years from the date of this Order, notify the Claimant in writing within 14 days after the occurrence of a notifiable event as specified in the Fifth Schedule to the CPFTA.

12 The costs of and incidental to this application fixed at \$12,000 (all in) be paid jointly and severally by the Defendants to the Claimant.

Date of Order 22 February 2023

**NOTES:**

1. The person or entity served with this judgment/order and who/which has been ordered to pay money, to do or not to do any act must comply immediately or within the time specified in the judgment/order, if any.
2. Failure to comply may result in enforcement of judgment/order proceedings, including contempt of Court proceedings, against the said person or entity.

**PENAL NOTICES:**

- (a) If you, the within-named 1st Defendant (**TRIPLE LIFESTYLE MARKETING PTE. LTD.**) neglect to obey this Order by the time therein limited and/or disobey this Order, you will be liable to process of execution for the purpose of compelling you to obey the same.
- (b) If the 1st Defendant (**TRIPLE LIFESTYLE MARKETING PTE. LTD.**) neglects to obey this Order by the time therein limited and/or disobeys this Order, you, the within-named 2nd Defendant (**TAN JIA HUANG** of NRIC No. [REDACTED]), a director or officer of the said 1st Defendant, will be liable to process of execution for the purpose of compelling the said 1st Defendant to obey the same.
- (c) If you, the within-named 2nd Defendant (**TAN JIA HUANG** of NRIC No. [REDACTED]) neglects to obey this Order by the time therein limited and/or disobeys this Order, you will be liable to process of execution for the purpose of compelling you to obey the same.



DC/OA105/2022-DC/JUD350/2023-DC/OA105/2022-DC/JUD350/2023-DC/OA105/2022-DC/JUD350/2023

CHRISTOPHER TAN  
REGISTRAR  
STATE COURTS  
SINGAPORE