

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No.: DC/OSS 131/2021

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

Doc No.: DC/ORC 3218/2021

Between

Filed: 14-September-2021 03:52 PM

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

...Applicant(s)



And

1. KELVIN TAN YAOSHENG  
(NRIC No. [REDACTED]) t/a FIRE SAFETY & PREVENTION (SG)  
(Singapore UEN No. 53405951A)
2. ADRIAN TAN WEI LIANG  
(NRIC No. [REDACTED])
3. CHAI RI JOU  
(NRIC No. [REDACTED])
4. ALEX NEO BOON CHONG  
(NRIC No. [REDACTED])

...Respondent(s)

ORDER OF COURT

Before: District Judge Elaine Lim Mei Yee in Chambers

Date of Order : 07-September-2021

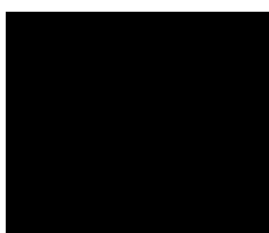
Upon the application of COMPETITION AND CONSUMER COMMISSION OF SINGAPORE (Singapore UEN No. T08GB0010E) the Applicant in this action coming on for hearing this day, upon reading the affidavits of [REDACTED] on 19 July 2021, and upon hearing counsel for the Applicant and all the Respondents in-person,

It is ordered that:

1. By consent, a declaration be made that the 1<sup>st</sup> Respondent, trading as FIRE SAFETY & PREVENTION (SG), has engaged in unfair practices within the meaning of Section 4(d) of the Consumer Protection (Fair Trading) Act ("CPFTA") read with paragraphs 1A, 1B, 7, 8 and 9 of the Second Schedule to the CPFTA by:
  - a. representing (whether by itself, its agents, salespersons, or employees) that it is affiliated with and/or approved by the government and/or Singapore Civil Defence Force, and/or Community Centres to sell fire extinguishers when in fact, it is not;
  - b. representing (whether by itself, its agents, salespersons, or employees) that there is a new law or regulation requiring each household to own a fire extinguisher by a stipulated date, which is false;
  - c. representing (whether by itself, its agents, salespersons, or employees) that PAssion or NTUC cardholders, members of the Pioneer generation or Singaporeans were entitled to a discount on the purchase of fire extinguishers even though no such discount existed;
  - d. initially quoting (whether by itself, its agents, salespersons, or employees) consumers a price of \$17.90 for a fire extinguisher and then subsequently charging a higher amount of \$179 for the same fire extinguisher;
  - e. representing (whether by itself, its agents, salespersons, or employees) that the fire extinguishers sold were non-refundable when, in fact, consumers have the right to cancel the purchase of a fire extinguisher and obtain a refund pursuant to the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009; and
  - f. representing (whether by itself, its agents, salespersons, or employees) that customers would enjoy yearly free replacement or servicing of their fire extinguishers when, in fact, a replacement would only be provided due to certain defects of the fire extinguisher or if the fire extinguisher is used under certain circumstances.
2. By consent, the 1<sup>st</sup> Respondent, whether by himself, his agents, salespersons, employees or otherwise, be restrained from:
  - a. engaging in any of the unfair practices as defined under the CPFTA; and
  - b. engaging in any of the unfair practices as set out in orders 1(a) to 1(f) above.
3. By consent, the 2<sup>nd</sup> to 4<sup>th</sup> Respondents be restrained from knowingly abetting, aiding, permitting or procuring the 1<sup>st</sup> Respondent to:
  - a. engage in any of the unfair practices as defined under the CPFTA; and
  - b. engage in any of the unfair practices as set out in orders 1(a) to 1(f) above.
4. By consent, pursuant to Section 9(4) of the CPFTA, the 1<sup>st</sup> Respondent must, if a notifiable event (as defined in Section 9(15) and set out in the Fifth Schedule of the CPFTA) occurs within two (2) years of the date of this order, inform the Applicant in writing within fourteen (14) days after the event;
5. By consent, pursuant to Section 10(6) of the CPFTA, the 2<sup>nd</sup> to 4<sup>th</sup> Respondents must, if a notifiable event (as defined in Section 9(15) and set out in the Fifth Schedule of the CPFTA) occurs within two (2) years of the date of this order, inform the Applicant in writing within fourteen (14) days after the event; and
6. Costs of this application be fixed at \$23,000 (inclusive of disbursements) to be paid jointly and severally by the Respondents to the Applicant.

Notice:

If you, the within-named 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and/or 4<sup>th</sup> Respondent 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.



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CHRISTOPHER TAN  
REGISTRAR  
STATE COURTS  
SINGAPORE