

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No.: DC/OSS 183/2018

In the matter of Sections 9(1) and 10(1) of the  
Consumer Protection (Fair Trading) Act (Cap. 52A)

Between

COMPETITION AND CONSUMER COMMISSION OF  
SINGAPORE  
(ID Unknown)

...Plaintiff

And

1. SG VEHICLES ASIA PTE LTD  
(Singapore UEN No. 201103837G)
2. SG VEHICLES GLOBAL PTE LTD  
(Singapore UEN No. S201510315K)
3. SG VEHICLES CONTINENTAL PTE LTD  
(Singapore UEN No. S201103410G)
4. SG VEHICLES TRADING  
(Singapore UEN No. S33151300E)
5. TAN WHYE PECK JULIET  
(NRIC No. ██████████)
6. SOON MENG HWEE  
(NRIC No. ██████████)

...Defendants

*Recorded before me.*



**KEVIN KWEK**  
District Judge

ORDER OF COURT

Before:

Date of Order: *18 April 2019.*

Upon the application of the COMPETITION AND CONSUMER COMMISSION OF SINGAPORE, the Plaintiff in this action coming on for hearing this day and upon hearing counsel for the Plaintiff and counsel for the 1st to 5th Defendants, and upon the 1st, 2nd, 3rd, 4th and 5th Defendants' confirmation that they do not dispute that the Plaintiff's investigation of complaints against them revealed evidence of unfair practices as defined under the Consumer Protection (Fair Trading) Act (Cap. 52A) (the "CPFTA"),

By consent, it is ordered that:

1. The 1st, 2nd, 3rd, 4th and 5th Defendants are prohibited, whether by themselves, their directors, servants, agents or otherwise, from communicating or responding to the media or any other party, or in any way suggest, to any effect, that the 1st, 2nd, 3rd, 4th, 5th and 6th Defendants had not engaged in unfair practices as defined under the CPFTA.
2. The 1st, 2nd, 3rd, and 4th Defendants are prohibited, whether by themselves, their directors, servants, agents or otherwise, from:
  - (a) engaging in unfair practice/practices as defined under the CPFTA;
  - (b) doing or saying anything, or omitting to do or say anything, if as a result a consumer might reasonably be deceived or misled into believing that the purchase price and/or Certificate of Entitlement is/are fixed or guaranteed;
  - (c) making any false claim to a consumer as to any guaranteed delivery date of a motor vehicle;
  - (d) taking advantage of a consumer if the supplier knows or ought reasonably to know that the consumer is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction.
3. Pursuant to section 9(1)(c) of the CPFTA, the 1st, 2nd, 3rd and 4th Defendants:
  - (a) shall install a prominent sign outside their shopfront(s) stating the full text of the consent order, for a period of six (6) months from the date of this Order or such other date when each of them shall permanently cease having any shopfront, whichever is earlier;
  - (b) must, for a duration of two (2) years from the date of this Order, notify the Plaintiff in writing of the occurrence of any of the following events within fourteen (14) days of their occurrence:
    - (i) A change in the premises or number of premises at which the 1st, 2nd, 3rd and/or 4th Defendants carries on business as suppliers;
    - (ii) A change in the Internet address or number of Internet addresses through which consumer transactions with the 1st, 2nd, 3rd and/or 4th Defendants may be entered into;
    - (iii) The 1st, 2nd, 3rd and/or 4th Defendants being converted from a firm or private company to a limited liability partnership under section 20 or 21 of the Limited Liability Partnerships Act (Cap. 163A), respectively;
    - (iv) The 1st, 2nd, 3rd and/or 4th Defendants undergo any arrangement, reconstruction or amalgamation under Part VII of the Companies Act (Cap. 50) (the "Companies Act");
    - (v) The 1st, 2nd, 3rd and/or 4th Defendants is/are subject to receivership under Part VIII of the Companies Act;

- (vi) The 1st, 2nd, 3rd and/or 4th Defendants is/are subject to judicial management under Part VIII A of the Companies Act;
  - (vii) The 1st, 2nd, 3rd and/or 4th Defendants is/are subject to winding up under Part X of the Companies Act; and
  - (viii) Any other event prescribed under the CPFTA;
4. The 5th Defendant is prohibited from knowingly abetting, aiding, permitting and/or procuring a supplier of motor vehicles from engaging in unfair practice/practices as defined under the CPFTA.
  5. Pursuant to section 10(6) of the CPFTA, the 5th Defendant 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 this order, inform the Plaintiff in writing within fourteen (14) days of the occurrence of that event.
  6. There shall be no order as to costs.

The 1st to 5th Defendants consent to the Orders above.

K&LG  
Straits Law

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K&L Gates Straits Law LLC

Solicitors for the 1st to 5th Defendants

Date: 17 April 2019.