

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SG SCT 26

Small Claims Tribunals – Claim No 14343 & Claim No 14344 of 2026

Between

- (1) JFX
- (2) JGA

... Claimants

And

- (1) JFZ

... Respondent

GROUND S OF DECISION

[Damages – Measure of damages – Contract for provision of services –
Diminution in value]

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JFX and another

v

JFZ

[2026] SGSCCT 26

Small Claims Tribunals – Claim No 14343 & Claim No 14344 of 2026
Tribunal Magistrate Kevin Ho Hin Tat
3, 13, 25 August & 14 September 2026

30 September 2026

Tribunal Magistrate Kevin Ho Hin Tat:

1 These are contractual claims based on diminution in value, that arise from the respondent's premature cessation of a material component of its business coaching services. As there are relatively few reported cases dealing with the quantification of damages based on diminution in value of services, I issue these written grounds of decision to set out my detailed reasons.

Background facts

2 There were two claims before me. SCT/14343/2026 was commenced by the 1st claimant, while SCT/14344/2026 was commenced by the 2nd claimant. Both claims were against the same respondent, arising out of essentially similar transactions – as co-founders of the same company, “Company X”, they enrolled in the respondent's membership, which in simple terms, dealt with coaching services for businesses.

3 It was undisputed that the 1st claimant first became aware of the respondent through its marketing efforts for workshops conducted by one Mr A, who is the known founder and CEO of “[*name redacted*]”, that markets itself as an online education platform. According to the respondent, at the time, it was developing essentially an Asian iteration of the programme entitled “XYZ” in collaboration with Mr A.

4 At one of the events featuring Mr A which the 1st claimant participated in, the respondent’s Chief Executive Officer (“CEO”) (and representative for the hearing) (whom I will simply refer to as the CEO for convenience) promoted XYZ to the 1st claimant. The 1st claimant later enrolled into the respondent’s membership. On 20 March 2025, the 1st claimant paid US\$9,997 to be enrolled in the “[*name redacted*]”, which parties referred to as the “Premium membership”, a label that I adopt for convenience purpose.

5 Subsequently, pursuant to the CEO’s additional promotional efforts, the 1st claimant agreed to upgrade her Premium membership to the “[*name redacted*]”, or what parties referred to as the “Elite membership” (a label I similarly adopt). The various components under the Elite membership are detailed below, but it suffices to state at this juncture that a key component of the Elite membership was the monthly private one-on-one coaching sessions, which I refer to as the “private coaching sessions” for convenience. On 2 July 2025, the 1st claimant paid the respondent US\$29,997 for the upgrade.

6 In early July 2025, the CEO encouraged the 1st claimant to invite the 2nd claimant, as her co-founder of Company X, to similarly enrol in the respondent’s membership. The respondent offered the 2nd claimant a promotion to enrol at approximately half the usual price. The 2nd claimant agreed, and paid

the respondent a total of US\$18,876 between 10 and 22 July 2025.

7 As part of their enrolment in the respondent's membership, from 28 July 2025 onwards (inclusive), the 1st claimant and 2nd claimant attended a total of 19 "group cohort" sessions, which involved coaching in a group context, including other participants from different industries. I refer to this as the "group coaching sessions" for convenience.

8 On 23 February 2026, the respondent's founder, Mr C sent a WhatsApp message to the 1st claimant and the 2nd claimant, ("23 February Message"), which is useful to reproduce below:¹

After reflecting carefully on the direction of [the respondent], we've decided to conclude the current group cycle. We're taking [the respondent] in a different direction and redesigning the structure to better reflect how we want to work going forward.

...

Given your Elite membership includes ongoing 1:1 strategy and implementation sessions, I'd like to schedule a dedicated conversation with you to align on next steps.

During that conversation, we'll review the remaining scope of your Elite membership and agree on the appropriate financial reconciliation, should we decide not to continue under the new structure.

...

9 It was undisputed that the 23 February Message purported to bring an end to the group coaching sessions. However, the 23 February Message also referred to a proposal to the claimants to schedule a conversation to "align on next steps" regarding the remaining components under the Elite membership, which included the private coaching sessions.

¹ C07 in SCT/14343/2026.

10 The negotiations between the claimants and the respondent on how to move forward in April 2026 were unsuccessful, which led to the filing of the claims.

11 As a procedural matter, I should add that while the 1st claimant initially indicated her preference at the consultation stage for her claim to be heard separately from the 2nd claimant’s claim, at the hearing on 3 August 2026, the 1st claimant did not seriously object to my hearing of both claims together, saying that she was prepared to go along if it “makes sense for both cases to be heard together”. The respondent’s position was for both claims to be heard together. I found it appropriate for both claims to be heard together, and delivered the following brief remarks:

I am inclined to hear both cases together, given that they clearly involve substantial common issues of fact and law. The claims arise out of the same transaction – both were co-founders of the same company, and the respondent’s engagement was in respect of the programmes that both claimants were engaged in to benefit the same company even if their involvement might have commenced at different times. Both [the 1st claimant] and [the 2nd claimant] are witnesses for the other in their respective trials, and have tendered substantially similar witness statements in both cases.

Parties’ positions

12 The claimants claimed for damages representing the diminution in value under their respective contracts. They argued that the group coaching sessions (the core components under a Premium membership) formed the “foundation upon which multiple interconnected components of the Elite programme operated”, and its “premature conclusion therefore materially affected the value and operation of the wider programme”.² Their claims for diminution in value

² C07 in SCT/14343/2026 at p 28.

therefore extended to the remaining components under the Elite membership, which were unperformed by the respondent.

13 For clarity, when I refer to the components under the Premium membership, I am not suggesting that the claimants hold a separate or standalone Premium membership in addition to the Elite membership. Both claimants were enrolled in the Elite membership, which incorporated and built upon the features of a typical Premium membership. References to the components under the Premium membership therefore refer to those features and services that would ordinarily be found under a Premium membership, but which form part of the claimants' Elite membership in the present case. Such a demarcation is necessary because all the parties take the view that the total contract value should be allocated across the various components by reference to the components that are covered under a Premium membership and an Elite membership respectively, rather than to treat the Elite membership contract sum as a single undifferentiated whole.

14 In SCT/14343/2026, the 1st claimant's claim was for the sum of S\$20,000. She estimated that her losses amounted to about S\$41,461.23, but limited her claim to S\$20,000 in order to bring the claim within this tribunal's jurisdiction.

15 In SCT/14344/2026, the claim form filed by the 2nd claimant stated that the claim was for S\$20,000, although the breakdown of his claim in a separate document indicated that his claim and losses were only S\$19,949.³

16 I should highlight that while the claimants' documents have alluded to

³ C11.

some form of misrepresentation vis-à-vis Mr A's involvement (as Mr A did not eventually feature in any of the sessions organised), the claimants confirmed at the hearing repeatedly that they were *not* relying on misrepresentation, whether contractual or otherwise, as a basis for their claims. Instead, the thrust of their claims was essentially based on the respondent's alleged incomplete provision of services, resulting in diminution in value. I therefore proceeded on this basis.

17 The respondent's position was that it accepted that the "existing group cohort ended before the end of the original 12-month period". It also accepted that this resulted in diminution in value to the claimants. However, the respondent disputed that this "reduced the value of the Elite coaching, private advisory work, strategy sessions or other Membership benefits that remained available", and that the "Elite coaching and advisory component was not cancelled, withdrawn or reduced".⁴

Issues

18 Based on parties' positions and arguments, there are the following key issues for determination:

- (a) whether the respondent had repudiated the contract with the claimants; and if so
- (b) what are the damages the claimants are entitled to.

⁴

R31 in SCT/14343/2026 from [2] to [5]; R39 in SCT/14344/2026 from [2] to [5].

Findings

The respondent repudiated the contract

19 The law on repudiatory breach is well-established, and was summarised by the Court of Appeal in *iVenture Card Ltd and others v Big Bus Singapore City Sightseeing Pte Ltd and others* [2022] 1 SLR 302 (“*iVenture*”) at [63] as follows:

We first set out the applicable legal framework, laid down by this court in [*RDC Concrete Pte Ltd v Sato Kogyo (S) Pte Ltd and another appeal* [2007] 4 SLR(R) 413 (“*RDC Concrete*”)], which entitles an innocent party to terminate a contract in the absence of an express provision to do so. *RDC Concrete* set out three scenarios:

(a) “Scenario 1”: Where the party in breach renounces its contract inasmuch as it clearly conveys to the innocent party that it will not perform its contractual obligations at all: *RDC Concrete* at [93]. This amounts to a repudiation of the contract by the party in breach.

(b) “Scenario 2”: Where the party in breach breaches a condition of the contract that the parties had contemplated was so important that a breach would give rise to a right of termination: *RDC Concrete* at [97].

(c) “Scenario 3”: Where the breach in question would deprive the innocent party of substantially the whole benefit it intended to obtain from the contract: *RDC Concrete* at [99]. This is the approach laid down in *Hongkong Fir Shipping Co Ltd v Kawasaki Kisen Kaisha Ltd* [1962] 2 QB 26 at 70, under which an innocent party will be entitled to terminate the contract if the nature and consequences of the breach are so serious as to “go to the root of the contract” (otherwise termed a fundamental breach of the contract).

...

20 In respect of Scenario 1, *ie*, renunciation of contract, the Court of Appeal in *iVenture* provided the following elaboration (at [64]):

A renunciation of contract occurs when one party by words or conduct *evinces an intention not to perform or expressly declares that he is or will be unable to perform his obligations in some material respect*, and short of an express refusal or declaration, the test is to ascertain whether the action or actions of the party in default are such as to lead a reasonable person to conclude that he no longer intends to be bound by its provisions. For example, the party in default may intend to fulfil the contract but may be determined to do so only in a manner substantially inconsistent with his obligations, or may refuse to perform the contract unless the other party complies with certain conditions not required by its terms: *San International Pte Ltd (formerly known as San Ho Huat Construction Pte Ltd) v Keppel Engineering Pte Ltd* [1998] 3 SLR(R) 447 at [20].

[emphasis added]

21 It is further instructive to refer to [25] of *San International Pte Ltd v Keppel Engineering Pte Ltd* [1998] 3 SLR(R) 447 (“*San International*”), where the Court of Appeal stated as follows regarding a situation where one party renounces “some but not all the obligations” under a contract:

Not every intimation of an intention not to perform or of an inability to perform some part of a contract will amount to a renunciation. In the case of an entire and indivisible contract, a refusal to perform any part of the agreement will normally entitle the innocent party to treat the contract as discharged. Otherwise, a renunciation of some but not all the obligations under a contract will not entitle the innocent party to rescind the contract unless the *renunciation amounts to a breach of a condition of the contract or deprive him of substantially the whole benefit* which it was the intention of the parties that he should obtain from the obligations of the parties under the contract then remaining unperformed: *Federal Commerce and Navigation Ltd v Molena Alpha Inc; The Nanfri, The Benfri, The Lorfri* [1979] 1 All ER 307; *Afovos Shipping Co SA v Pagnan; The Afovos* [1983] 1 All ER 449.

[emphasis added]

22 *The Law of Contract in Singapore* (Andrew Phang Boon Leong gen ed) (Academy Publishing, 2nd Ed, 2022) cites [25] of *San International* (at paras 17.172 and 17.173) as the applicable law in this regard, *ie*, that the law on

anticipatory repudiatory breach (or renunciation) may be applied where the term in question is a condition, or where the effect of the breach would, if the threat be carried out, lead to the innocent party being deprived of substantially the whole of the benefit of the contract.

23 Ultimately, what constitutes renunciation and therefore repudiation is largely a question of fact: *Biofuel Industries Pte Ltd v V8 Environmental Pte Ltd and another appeal* [2018] SGCA 28 at [23].

24 Turning the facts at hand, the respondent accepted that the group coaching sessions and the private coaching sessions under the Premium membership and Elite membership components respectively were “complementary” in nature, but argued that there it had not been established that there was a “specific dependency” between the remaining group coaching sessions and the remaining individual coaching sessions.⁵ The thrust of the respondent’s argument was that it did *not* cancel or withdraw from the private coaching sessions, and remained willing and able to fulfil its obligations in that regard. It also argued that there was no contemporaneous record of any particular topic arising from a group coaching session that had to be delivered before a private coaching session or a strategy session could perform its function. Instead, the private coaching sessions were driven by Company X’s “immediate business requirements”, including financial projections, company valuations, capital structure *etc.*⁶

25 I pause to note that the Premium membership and Elite membership components were *not* limited to the group coaching sessions, and individual

⁵ [11] and [12] of R35 in SCT/14343/2026.

⁶ [14] of R35 in SCT/14343/2026

coaching sessions respectively, and include other types of services. However, as it was common ground that a substantial portion of the Premium and Elite membership components consisted of the group coaching and individual coaching sessions respectively, and the respondent's arguments also focused on the group coaching and individual coaching sessions, I will adopt a similar focus in my analysis for the purpose of this section. The other services are more relevant for the issue of damages.

26 Respectfully, the respondent's submissions were misconceived. The relevant issue was not whether the respondent remained willing and able to deliver the private coaching sessions, or even whether the private coaching sessions had any interdependency on the group coaching sessions. The relevant issue instead, was whether the respondent's conduct in refusing or being unable to perform the group coaching sessions amounted to a breach of a condition of the contract, or which deprived the claimants of substantially the whole benefit of the contract (*San International* at [25]). There was no suggestion that the nature of the term breached was a condition, *ie* one that is so important that any breach, regardless of the actual consequences of such a breach, would allow an innocent party to terminate the contract (*RDC Concrete Pte Ltd v Sato Kogyo (S) Pte Ltd and another appeal* [2007] 4 SLR(R) 413 at [97]). The analysis was therefore on whether, in ceasing the group coaching sessions, the respondent had deprived the claimants of substantially the whole benefit of the contract. The interdependency (or lack thereof) between the group coaching and private coaching sessions is but one factor that was to be taken into account in the analysis. To avoid doubt, the interdependency factor was relevant *not* because it showed whether the respondent was able and willing to perform the individual coaching sessions, which was the thrust of the respondent's case. Rather it was relevant only towards showing whether the cessation of the group coaching

sessions would have an adverse impact on the individual coaching sessions, such that it would deprive the claimants of substantially the whole benefit of the contract.

27 On the facts before me, I found that the cessation of the group coaching sessions had deprived the claimants of substantially the whole benefit of the contract.

28 I begin with examining the commercial *purpose* of the contract for the Elite membership. Insofar as the 1st claimant was concerned, the Elite membership was entered into not with a view to replace or substitute any obligation under the Premium membership. Instead, it was to *complement* the Premium membership. This complementary relationship was undisputed. As described by the CEO in her witness statement, she had pitched the Elite membership to the 1st claimant in the following terms:⁷

[The 1st claimant] repeatedly discussed her being dissatisfied in her job and desire to leave her career to run [Company X] full time and grow it through investor funding so that the business could expand more quickly. At the same time, she explained that she lacked confidence in approaching investors and in managing investment capital responsibly.

I explained that raising investment capital would require considerably more personalised support beyond what the group cohort alone could reasonably provide, particularly in relation to investor preparation, capital raising strategy and helping them develop clarity and confidence before approaching investors.

The Elite Membership therefore provided:

- one-to-one coaching;
- investor preparation;
- capital raising guidance;

⁷ R20 in SCT/14343/2026 at [18] – [20].

- strategic planning;
- implementation support; and
- direct access to [Mr C] and myself.

29 At its core, the Premium membership focused on group coaching sessions, and the Elite membership was to provide private coaching sessions which entailed personalised advice in relation to issues such as how investor preparation, capital raising guidance *etc.* It appeared to me that the group coaching sessions were intended to provide a *basic foundation*, for the group participants to share lessons and insights across different industries, while the individual coaching sessions were meant to adapt and personalise these lessons to the company's specific business needs.

30 I was fortified in my view, having regard to the contemporaneous documentation. For instance, the respondent's invoice dated 2 July 2025 issued to the 1st claimant for her upgrade to the Elite membership expressly stated in the "Description" section that the upgrade entailed "All Premium features" apart from the additional features under the Elite membership.⁸ Further, the document tendered by the respondent which contained a summary of the membership details⁹ for the claimants sets out all the features or services under the Elite membership (at p 2), without drawing a distinction between the Premium and Elite membership components. There was no evidence of any programme or membership where *only* private coaching sessions were offered, without any group coaching sessions. All this is to say that it appeared that the Premium membership components were foundational blocks, and even *conditional*, for the Elite membership.

⁸ R06 in SCT/14343/2026.

⁹ R04 in SCT/14343/2026.

31 Further, and in any event, contrary to the respondent's submissions, I was satisfied that there was at least a moderate degree of interdependency between the group coaching and private coaching sessions. This interdependency therefore meant that the cessation of the group coaching sessions would adversely impact on the benefit that the claimants would get from the private coaching sessions. Both were collectively part of the overall commercial transaction between parties. The 2nd claimant testified that the group sessions were run in such a way that the respondent would select participants from different industries, that allowed for research and "peer learning" across industries. The private coaching sessions would then pick up from the group sessions, by following up on how these lessons could be incorporated and implemented specifically for the claimants' business. The CEO accepted during the hearing that "peer perspective and accountability" were indeed benefits from the group sessions, though she disagreed that it would have any impact on the private coaching sessions. However, no persuasive explanation was put forth, with the CEO only saying that it decided to conclude the group coaching component as it was not "functioning in a meaningful and collaborative manner" the respondent had intended, and that she was "not sure" how much "group peer perspective" was directed towards the private coaching sessions.

32 Having regard to the surrounding factual matrix and commercial substance of the transaction between the parties, I found that the parties' intentions were that the group coaching sessions were an integral and important part of the contractual bargain in respect of the Elite membership. By ceasing the group coaching sessions, in circumstances where the claimants had an undisputed balance of 17 out of 36 group coaching sessions that remained

undelivered (see [55(a)] below), I found that the claimants were deprived of substantially the whole benefit of the contract.

33 I did not consider that the 1st claimant could be said to have entered into *separate* contracts in respect of the Premium and Elite membership components, such that the repudiation only occurred for the Premium membership contract. It will be remembered that for the 1st claimant, unlike the 2nd claimant’s case, she had initially enrolled in the Premium membership, and only agreed to upgrade to the Elite membership later, pursuant to the CEO’s sale efforts. The 1st claimant paid for and was invoiced separately for both memberships. This issue – whether there was a single or multiple contracts for the Premium and Elite memberships – was posed to the parties at the hearing on 25 August 2026.

34 The 1st claimant’s position was that there was only one applicable contract. The CEO’s response was that she did not have a “clear answer” to the issue, but that there was “technically” “no contract”, and that there were instead “two separate memberships” which were “not dependent on each other”. The respondent appeared to later move away from the CEO’s position that there was “no contract”, as there was implicit acceptance in its written submissions dated 8 September 2026 that was in fact a “contractual arrangement” between the parties.¹⁰ In any event, it was unarguable that there was a valid contractual relationship between parties on the facts, and the respondent did not raise any specific challenge to this tribunal’s jurisdiction to hear and determine the claims which are based on a contract for provision of services.

¹⁰ R31 in SCT/14343/2026 at [4].

35 The issue turned on contractual interpretation. However, save for the invoices and promotional / marketing materials, the terms and conditions were not documented in any specific agreement. The invoice for the Elite membership dated 2 July 2025 characterises the 1st claimant’s purchase as an “upgrade”, and in the “Description” section, refers to the “Premium features” that she was entitled to already. This was consistent with the respondent’s conduct leading up to the 1st claimant’s enrolment in the Elite membership, as the CEO characterised her discussions with the 1st claimant in this connection as regarding an “upgrade” from the Premium to Elite membership.¹¹ The language of “upgrade” used consistently by parties, as plainly understood, suggested that parties intended that the Elite membership was to be an enhancement of an existing contractual relationship. There was no indication that parties had envisaged that their contractual relationship should be governed by separate contracts for the Premium and Elite memberships. In the absence of any contractual terms indicating otherwise, I found that the Elite membership constituted an amendment to the existing contract between parties, as opposed to a separate contract altogether. It therefore followed that the respondent repudiated the single contract governing 1st claimant’s membership, thereby entitling her to treat the contract as a whole as discharged.

36 Even if I was wrong on this, and the 1st claimant had entered into separate contracts for the Premium and the upgrade to the Elite membership, I would still have been minded to find that both contracts were repudiated. Both contracts should be read together as representing the parties’ full bargain rather than separately – indeed, in *iVenture*, the Court of Appeal, in determining whether there was a renunciation, looked at various agreements entered into as

¹¹ R20 at [16] – [17].

part of the overall business collaboration between the parties in order to determine whether one party had the intention to no longer be bound by one agreement in question (at [66]). In this regard, the Court of Appeal cited (also at [66]) the observations of the Court of Appeal in *Sunny Metal & Engineering Pte Ltd v Ng Khim Ming Eric* [2007] 3 SLR(R) 782 (at [30]) that in “determining the circumstances in which the contract was entered into, it is permissible to refer to documents (other than the contract being interpreted) which formed part of the same transaction”, and in such cases, “all the contracts may be read together for the purpose of determining their legal effect”. For the same reasons at [28] – [32] above, the respondent’s cessation of the group coaching services would deprive the 1st claimant of substantially the whole benefit of the contract for the Elite membership.

37 I address briefly the respondent’s objection to the 1st claimant’s reliance on the written brief reasons for another case in SCT/13947/2026, concerning a claim brought by another customer (who appears unrelated to the present claimants) against the same respondent here. The 1st claimant relied on it for “non-binding guidance on the practical assessment of diminution in a structured programme”.¹² However, the factual and legal issues in SCT/13947/2026 are different. Among other things, it appeared that that case did not involve the Elite membership. While it was true that the Tribunal Magistrate there had found that the respondent committed a repudiatory breach of contract, and found it “fair and reasonable” to adopt a multiplier of 45% to “reflect the value of the unfulfilled portion of the programme in question”, this finding was based on the specific factual circumstances in that case, and where the Tribunal Magistrate expressly noted that neither party’s approach to damages fairly reflected the

¹² C15 at [8].

value of the benefits that the claimant lost in that case (at [30]). The question of damages was ultimately a fact-centric inquiry. I therefore placed no weight on the case in SCT/13947/2026, and did not take it into account in my decision.

Damages

38 I turn now to consider the issue of damages. The claimants said that their claims were contractual in nature, and that they were claiming for their expectation losses. They also confirmed that their expectation losses were based on diminution in value, and not cost of cure. They were not relying on restitutionary grounds. The 1st claimant accepted that the respondent delivered “substantial coaching, advice, WhatsApp support and resources”, and their case was not that the “whole payment produced no benefit”. Instead, it was that the “contractual performance received was materially less valuable than the performance received”.¹³ Similarly, the 2nd claimant accepted that “substantial services and benefits were received under the Premium and Elite components”, and the claim only pertained to the “shortfall in contractual performance”.¹⁴

39 The respondent did *not* object to the claimants’ characterisation of their claims as being contractual in nature and based on diminution in value.¹⁵ In any event, I saw no good reason to disagree with the claimants’ position. While I had considered whether it was possible to separate the Premium membership components from the rest of the Elite membership components, such that it could be said that there was a total failure of consideration for the latter, there was no indication that the contractual bargain between the parties had

¹³ C13 in SCT/14343/2026 at [2] – [4].

¹⁴ C15 in SCT/14344/2026 at [14] – [17].

¹⁵ R31 in SCT/14343/2026; R39 in SCT/14344/2026.

contemplated such a division in contractual liability and obligation. The law of restitution supplements the law of contract, and so it should not redistribute the risks which parties have already allocated by contract (*Max Media FZ LLC v Nimbus Media Pte Ltd* [2010] 2 SLR 677 at [24]).

40 The general principles regarding damages for contractual breach are well-established. The objective of such damages is to put the claimant, as far as money can, in the same situation as if the contract had been performed, *ie* to compensate the claimant for its expectation loss: *Turf Club Auto Emporium Pte Ltd v Yeo Boong Hua* [2018] 2 SLR 655 at [124]. There are two main methods to address this expectation loss, as explained as follows by the Appellate Division of the High Court (*Terrenus Energy SL2 Pte Ltd v Attika Interior + MEP Pte Ltd* [2025] 1 SLR 306 (“*Terrenus Energy*”) at [40]):

First, diminution in value of the delivered product. This aims to place the claimant, as far as possible, in the *financial* position it would have been had the contract been performed. Second, cost of cure. This aims to place the claimant in the *actual* position it would have been had the contract been performed. The aim is to give the claimant the financial means to obtain *actual* performance. In this regard, we agree with the commentaries above that the cost of cure quantifies the *means* to obtain actual performance rather than the expectation loss. We note parenthetically that for certain types of contracts, especially those for services, the cost of cure might not be available as a matter of practicality – for example, in the case of a sub-standard holiday or ruined wedding photographs: see [*Treitel on The Law of Contract* (Sweet & Maxwell, 15th Ed, 2020) (“*Treitel*”)] at para 20-049. In such cases, only damages based on diminution in value are available.

[emphasis in original]

41 It is worth referring to the *Treitel* extract referred to above in *Terrenus Energy* (at [40]), where it was stated that in “some cases damages may be awarded by reference to the difference in value in the provision of the services themselves, particularly where there is no longer any opportunity for cure”

(such as sub-standard holiday or ruined wedding photographs – the examples cited above). Importantly, *Treitel* goes on to state that the “real difficulty” in such cases is how to determine the difference in value, which cannot be done by an apportionment of the price as that would amount to restitution and undermine the requirement that there must have been a total failure of consideration. That said, *Treitel* also notes that the “difference in price between the performance contracted for and that provided may be accepted as *evidence* of the difference in value and, in the absence of any other evidence, may well produce a result not very different to a partial or full refund”, and it is on this basis that damages have been awarded for the difference in value between the holiday provided to the claimant and that which had been promised [original emphasis].

42 Further, in assessing damages, the law does not “demand mathematical precision”. Where it is clear that substantial loss has been suffered, the court will do its best to assess it even where exact quantification is difficult or impossible, and the fact that damages cannot be assessed with certainty does not relieve the wrongdoer of liability: *Reformd Pte Ltd v Kopigi Pte Ltd* [2026] SGHC 175 at [87] referring to *Robertson Quay Investment Pte Ltd v Steen Consultants Pte Ltd* [2008] 2 SLR(R) 623 at [28] (which cited *McGregor on Damages* (Sweet & Maxwell, 17th Ed, 2003) at para 8-002).

43 Turning to the facts at hand, the claimants’ position was that they were claiming for the diminution in value of the services provided. On the facts, I agreed that the claimants’ expectation loss should be addressed by way of diminution in value. The claims arose out of contracts of *services*, and the Appellate Division of the High Court in *Terrenus Energy* had observed that “especially” for such contracts, the cost of cure might not be available as a

matter of practicality. Indeed, it was not practical to award damages based on cost of cure in the present case, as the fundamental nature of the services contracted for were personal and bespoke. Hypothetically speaking, damages based on cost of cure could conceivably take the form of the cost of the claimants engaging similar third party coaching services, as a means to obtain actual performance. But this would not be practical, or consistent with the true nature of the expectation loss. Even if the respondent had sought to distance itself from Mr A's involvement in the respondent's Asia-based membership, the respondent's declared intention was to "combine [Mr A's] branding expertise with [the respondent's] business growth, leadership and execution systems". The respondent did not dispute that the 1st claimant's initial interest in the respondent's services arose from the 1st claimant's "enthusiasm" about Mr A's involvement (apart from the opportunity to receive comprehensive business growth support for Company X).¹⁶ Similarly, in the CEO's witness statement, the CEO stated that it was represented to the 1st claimant that the Elite membership would entail "personalised support", and "direct access" to the CEO and Mr C.¹⁷ The respondent did not suggest that its services could be easily replicated by a third party. For these reasons, I was of the judgment that the claimants' expectation loss should be addressed by way of diminution in value, which I would add was consistent in the manner in which they had run their claims.

44 I turn now to consider the difference in value between the services that were promised to the claimants and that actually provided. Parties diverged on how this should be done.

¹⁶ R20 at [14].

¹⁷ R20 at [19] – [20].

45 The claimants' position essentially was to measure their loss by reference solely to what they described as the "key program components". This comprised of four components: (a) the group coaching sessions; (b) the "[*name redacted*]", ie essentially a three-day workshop (including six weeks of implementation support) which I will refer to as the "Workshop"; (c) the quarterly strategy sessions; and (d) and the private coaching sessions.¹⁸ The first three fall under the Premium membership components, while the last falls under the Elite membership component.

46 The respondent contended that the value of the services paid for by the claimants should be distributed across its other services apart from the four "key program components" above relied on by the claimants. In this regard, there were four additional components that the respondent apportions value to, comprising of: (a) "[*name redacted*]", which essentially relates to community, networking services and other resources; (b) "[*name redacted*]" which essentially relates to business strategy and capital advisory services; (c) "[*name redacted*]" which essentially relates to on-demand support services; and (d) "[*name redacted*]" which essentially relates to advanced tools and resources, and access to VIP events.¹⁹ I will refer to these as the "Other Services", purely for convenience.

47 I agreed with the respondent's position. The contracts that the claimants entered into with the respondent were not merely for the four "key program components". During the trial, as an illustration, the 2nd claimant pointed out that the digital resource library (which forms part of the component at [46(a)])

¹⁸ C07 in SCT/14343/2026 at 31; C07 in SCT/14344/2026 at 13.

¹⁹ R29 in SCT/14343/2026; R35 in SCT/14344/2026.

above) consisted of documents that were created and used for the purpose of the group coaching sessions, arguing that the service in relation to the digital resource library should not be ascribed a separate value from the group coaching sessions. However, this point undermines, rather than supports the 2nd claimant's case, as it shows that the Other Services *complemented* the key program components. I did not consider these Other Services to be likely *de minimis* in value. Returning to first principles, the claimants cannot deny that the Other Services were of some value, and to wholly disregard the Other Services in determining the difference in value would not be reasonable or a fair reflection of the difference in value, based on these factual circumstances.

48 However, I did not accept wholesale the respondent's proposed allocation of the contract value for the various components in the Elite membership. I should reiterate that the difficulty with this exercise is that the value of the various component services was not easily quantifiable, even on the face of what the services purported to be about. I will now turn to consider several key aspects of the respondent's proposed allocation of the contract value.

49 First, I address the respondent's allocation of the contract value between components under the Premium membership and Elite membership. It will be recalled that unlike the 1st claimant who initially purchased the Premium membership (US\$9,997) before upgrading to the Elite membership (for US\$29,997), the 2nd claimant had directly purchased the Elite membership (and at a discounted price of US\$18,876).

50 In this connection, the 1st claimant took the view that the Premium membership consisted of two key components – the group coaching sessions as

well as the Workshop – which should be ascribed monetary value of US\$9,997 that she had initially paid for in respect of the Premium membership. The remaining components under the Elite membership should be ascribed the monetary value based on the US\$29,997 that she paid for the upgrade. This was aligned with the respondent’s position, albeit that the respondent took the view that there should be additional components comprising of the Other Services that should be factored into the allocation.

51 There was however a divergence between parties’ positions when it came to the 2nd claimant’s case. In the 1st claimant’s case, the total value that the respondent allocated to the Premium membership components was based on the original sum of US\$9,997 which she had initially paid for the Premium membership. This represented about 25% of the total contract value of US\$39,994 that the 1st claimant had paid for (including the upgrade to the Elite membership). It appeared that the respondent adopted this 25% allocation for the 2nd claimant’s case, as it ascribed a total value of US\$4,718.29 to the components under a typical Premium membership, out of the total contract value of US\$18,876 that the 2nd claimant had paid for. The 2nd claimant’s position, on the other hand, was to ascribe about 47.09% to the group coaching sessions and Workshop (*ie*, components under a Premium membership), based on what he described as a “conservative and reasonable allocation methodology based on the frequency and prominence of the promised deliverables”.²⁰

52 I did not find the 2nd claimant’s explanation to be persuasive, as there was no further explanation on how the “frequency and prominence of the promised deliverables” featured in his allocation of the contract value. Instead,

²⁰ C07 in SCT/14344/2026 at 14.

I was of the view that the 1st claimant's case provided a useful proxy to determine how the contract value should be allocated for the 2nd claimant's case. I agreed with the respondent that 25% of the contract value should be allocated to the four components under a Premium membership – the group coaching sessions, the quarterly strategy sessions, the Workshop, as well as for the component that related to community, networking services and other resources.

53 Second, I address the allocation of value for the four key program components, as described by the claimants, *ie* the group coaching sessions, the quarterly strategy sessions, the Workshop, and the private coaching sessions. To the respondent's credit, it accepted that the group coaching sessions as well as the private coaching sessions should be allocated a significant proportion of the value. In particular, the respondent's position was that: (a) the group session should be allocated 45% of the Premium membership value; (b) the quarterly strategy sessions should be allocated 15% of the Premium membership value; (c) the Workshop should be allocated 20% of the Premium membership value; and (d) the private coaching sessions should be allocated 50% of the Elite membership value. In the absence of any concrete challenge by the claimants on this allocation (given that their main position was to exclude the Other Services from the allocation of value), I accepted the respondent's position, which I saw no reason to reject.

54 Third, in terms of the value to be allocated for the Other Services, as the Other Services were difficult to quantify (as compared to the four key program components which had a fixed number of sessions), and served a complementary function to the four key program components, I did not think it

would be meaningful to ascribe a specific value to each of the Other Services. I will address the quantification of the Other Services further below.

55 Fourth, I address: (a) the number of promised sessions; (b) the number of delivered sessions; and (c) the number of balance sessions that have not been delivered, for each of the four key program components:

(a) Group coaching sessions: the claimants' position was that 48 group coaching sessions – four sessions each month for a year – were agreed upon. The respondent's position was that only 36 group coaching sessions, or three sessions a month, were agreed on. I accepted the respondent's position that there were only 36 group coaching sessions agreed on, which was supported by the contemporaneous documentation. In particular, the CEO referred me to the respondent's programme description, where it was indicated that the Premium membership consisted of "All Core features" in addition to two group coaching sessions. The "Core" membership in turn consisted of one group coaching session a month. In other words, the programme description indicated that there was a total of three group coaching sessions under the Premium membership.²¹ While the claimants relied on a WhatsApp message from Mr C on 26 June 2025 where he proposed a "monthly schedule", consisting of *four* monthly "sessions" (spread across two Mondays, one Saturday, and one Friday), there was no reference to what these "sessions" were. On the stand, the CEO said that the Friday session was not to be considered a group session (which involves formal coaching), but a "social meet up" (where everyone

²¹ C07 in SCT/14343/2026.

“talks about things informally”). The 1st claimant conceded that she had attended at least two of such social meet ups on Fridays. I also noted that the claimants’ own position in their documents was that the monthly calendar invites “ranges from 3 – 5 per month”.²² I therefore agreed with the respondent’s position that the agreed number of group coaching sessions was 36 in total. As regards the number of balance sessions that remain undelivered, it was undisputed at the hearing that there were only 19 group coaching sessions that had been delivered, which left a balance of 17 sessions.

(b) Workshop: it was not disputed that there was only one single Workshop that was agreed on, which has not been delivered yet.

(c) Private coaching sessions: it was not disputed that there were 12 contractually agreed private coaching sessions. The CEO initially took the position at the trial that there were seven private coaching sessions that had been conducted (including five in 2025), but later confirmed that the respondent was prepared to accept that only two private coaching sessions had been conducted. This was after the 2nd claimant pointed out that the respondent’s own records²³ indicated only two sessions were conducted in 2025, contradicting the CEO’s account that five sessions had been conducted in 2025.

(d) Quarterly strategy sessions: it was undisputed that there were four quarterly strategy sessions that were agreed on. The claimants said that only one session was delivered (on 14 November 2025), while the

²² C11 at 17.

²³ R06.

respondent took the position that two sessions were delivered (2 April 2026 and 14 November 2025). I found that only one quarterly strategy session on 14 November 2025 was conducted. At trial, the CEO did not dispute the claimants' position that the meeting on 2 April 2026 was held for mediation discussions (after the respondent had sent the 23 February Message), and was *not* held for the purpose of a quarterly strategy session. Accordingly, I failed to see why this meeting on 2 April 2026 should be considered as a quarterly strategy session. There was therefore a balance of three quarterly strategy sessions that had not been delivered.

56 I now address the quantification of the diminution in value based on the number of balance sessions left in respect of the four key program components. I will first deal with the 1st claimant's case, followed by the 2nd claimant's. The diminution in value for each component is calculated on a *pro rata* basis, by reference to the number of sessions remaining as a proportion of the total number of sessions contracted for, applied against the allocated value of that component.

The 1st claimant

S/N	Component	Allocated value based on contract sum ²⁴	Number of balance sessions	Diminution in value
1.	Group coaching sessions	US\$4,498.65	17 (out of 36)	US\$2,124.36
2.	Workshop	US\$1,999.40	1 (out of 1)	US\$1,999.40
3.	Quarterly strategy sessions	US\$1,499.55	3 (out of 4)	US\$1,124.66

²⁴ R29 in SCT/14343/2026.

4.	Private coaching sessions	US\$14,998.50	10 (out of 12)	US\$12,498.75
Total diminution in value				US\$17,747.17

2nd claimant

S/N	Component	Allocated value based on contract sum ²⁵	Number of balance sessions	Diminution in value
1.	Group coaching sessions	US\$2,123.23	17 (out of 36)	US\$1,002.64
2.	Workshop	US\$943.66	1 (out of 1)	US\$943.66
3.	Quarterly strategy sessions	US\$707.74	3 (out of 4)	US\$530.81
4.	Private coaching sessions	US\$7,078.85	10 (out of 12)	US\$5,899.04
Total diminution in value				US\$8,376.15

57 As regards the diminution in value based on the Other Services, on a rough and ready basis, taking into account the overall circumstances including the nature of the services as well as the stage of the contractual performance, I found that it would be reasonable and appropriate to award the claimants the following damages, representing a diminution in value of 50%:

(a) 1st claimant: 50% of the value of the Other Services (*ie*, the total contract sum of US\$39,994 less US\$22,996.10 representing the value of the four key program components) = US\$8,498.95

(b) 2nd claimant: 50% of the value of the Other Services (*ie*, the total contract sum of US\$18,876 less US\$10,853.48 representing the value of the four key program components) = US\$4,011.26

²⁵ R35 in SCT/14344/2026.

58 In summary, I awarded the claimants the following damages in total for the diminution in value:²⁶

(a) 1st claimant: while I would have been minded to award the 1st claimant damages amounting to US\$26,246.12 (consisting of US\$17,747.17 for the four key program components, and US\$8,498.95 for the Other Services), which converted to S\$34,119.96 at the agreed exchange rate of 1 USD: 1.3 SGD, this exceeded the jurisdictional limit of this tribunal. I therefore awarded the 1st claimant the maximum sum of S\$20,000.

(b) 2nd claimant: the total damages amounted to US\$12,387.41 (consisting of US\$8,376.15 for the four key programme components and US\$4,011.26 for the Other Services), which converted to S\$16,103.63 at the agreed exchange rate of 1 USD: 1.3 SGD. I awarded the 2nd claimant the sum of S\$16,103.63.

59 For completeness, I briefly address an online cancellation policy (“Cancellation Policy”) tendered by the respondent, that provided that there would be no refund unless a program is cancelled and a refund is permitted (instead of allowing the consumer to attend an alternative programme).²⁷ On the stand, the CEO took the position that the respondent had not in fact cancelled the Elite membership, and the claimants were therefore not entitled to a refund under the Cancellation Policy. However, the Cancellation Policy did not assist the respondent’s case. The Cancellation Policy only dealt with circumstances as to when a customer could obtain a “refund”. It did not exclude or limit liability

²⁶ Based on an agreed exchange rate of 1 USD: 1.3 SGD.

²⁷ R08 in SCT/14343/2026.

for damages. The Cancellation Policy was therefore inapplicable here, as there was no refund to speak of. The damages that I awarded to the claimants arose from the respondent's repudiatory breach under general law. That was also the nature of the claims, which were based on damages for diminution in value, instead of a refund.

Conclusion

60 For the reasons above, I ordered as follows:

- (a) In respect of SCT/14343/2026, I ordered the respondent to pay the 1st claimant the sum of S\$20,000 by 21 September 2026, failing which the 1st claimant could enforce the order accordingly.
- (b) In respect of SCT/14344/2026, I ordered the respondent to pay the 2nd claimant the sum of S\$16,103.63 by 21 September 2026, failing which the 2nd claimant could enforce the order accordingly.



Kevin Ho Hin Tat
Tribunal Magistrate



The 1st claimant in person;
The 2nd claimant in person;
The respondent in person.
