Please delete where applicable –

1. These Grounds of Decision DOES NOT need redaction.
2. Redaction HAS NOT been done.

DEPUTY REGISTRAR
EVANS NG
17 MARCH 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 37

Magistrate's Court Originating Claim No 611 of 2025
Assessment of Damages No 1036 of 2025

Between

Chen Eng Kiat

… *Claimant*

And

Muhammad Helmy bin Mohd Hasbollah

… *Defendant*

GROUNDS OF DECISION

[Damages] — [Assessment]
[Damages] — [Practice and procedure]
[Damages] — [Special damages]

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Chen Eng Kiat
v
Muhammad Helmy bin Mohd Hasbollah

[2026] SGMC 37

Magistrate's Court Originating Claim No 611 of 2025
Assessment of Damages No 1036 of 2025
Deputy Registrar Evans Ng
12 March 2026

17 March 2026

Deputy Registrar Evans Ng:

1 The claimant, Mr Chen, was involved in a road traffic accident and suffered injury to his person and damage to his car. He obtained an interlocutory judgment[1] on liability against the defendant and proceeded to this assessment of damages hearing. The defendant was unrepresented and absent.

2 Mr Chen's affidavit of evidence-in-chief[2] ("AEIC") contained only these paragraphs that dealt with damages:

> 1. I am the Claimant in this action and my claim herein is for damages for personal injuries and consequential losses

[1] Claimant's Bundle of Documents ("BOD") 17 to 18. The claimant's solicitors filed a BOD that failed to comply with paragraph 88 of the State Courts Practice Directions 2021. The BOD references in these grounds of decision refer to page numbers of the soft copy Portable Document Format version of the BOD.

[2] BOD 27 to 57.

> sustained by me as a result of a road traffic accident on 25 October 2022. The accident occurred when a vehicle driven by the Defendant collided into my vehicle while I was stationary along Malcolm Road.
>
> […]
>
> 8. Immediately after the accident, I felt pain in my back and visited [a particular clinic] to seek treatment for my injuries. In the medical report by [my doctor], he diagnosed me with back pain. A copy of the medical report dated 27 October 2023 by [my doctor] and my medical leave is annexed hereto and exhibited [at …].
>
> 9. I humbly pray to this Honourable Court for a judgement in my favour and a reasonable compensation for the damage and loss suffered by me.

3 After Mr Chen's AEIC was admitted into evidence, his solicitor did not seek permission to conduct further oral examination-in-chief at the hearing.

4 I noted two items, among others, that were exhibited in the AEIC:

(a) A "Proforma Invoice" dated 21 July 2023 ("the July 2023 Repair Invoice").[3] It was an invoice for $13,800 issued by MCR Motors Pte. Ltd. to Income Insurance Ltd regarding "Repair Costs".

(b) A "Tax Invoice" dated 17 November 2022 ("the Rental Invoice").[4] It was an invoice for $4,708 issued by Unique Tourist Service (Pte) Ltd to Mr Chen for the rental of a car from 25 October 2022 (the date of the accident) to 16 November 2022 (*ie* 22 days).

5 I questioned Mr Chen about those invoices. As regards the July 2023 Repair Invoice, he testified that he had sent his car to a workshop for repairs,

[3] BOD 50.

[4] BOD 51.

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and they took around three weeks to a month to finish. When I asked him whether he paid the July 2023 Repair Invoice, he replied that he "did not have to pay" for the costs of repairs. I asked him if he could recall why he "did not have to pay" for the repairs; he said he left it to the workshop to liaise with "the insurer" and that he "did not pay" for the repairs.

6 In respect of the Rental Invoice, Mr Chen testified that it was issued to him because he rented a substitute car from a rental company for his private use when his car was being repaired. He returned the rental car on the day he collected his car from the workshop.

7 I asked Mr Chen's solicitor whether she wished to re-examine Mr Chen, having heard his answers to my questions. She said no. I therefore released Mr Chen from the witness stand.

8 Mr Chen's solicitor then sought permission to dispense with the attendance of the maker of the medical report referenced at paragraph 8 of the AEIC (see [2] above). I so ordered and admitted the medical report into evidence. There being no further claimant's witnesses, the claimant closed his case.

9 Mr Chen's solicitor proceeded to make submissions on these claims:[5]

(a) General damages for pain and suffering, which I granted based on the medical evidence of Mr Chen's back pain.

(b) Special damages of $4,708 for rental charges of a substitute car while Mr Chen's car was being repaired.

[5] See the Joint Opening Statement, which the claimant's solicitors erroneously filed as an "Agreed Statement of Facts".

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(c) Special damages of $14,766 for costs of repairs of Mr Chen's car.

10 Both heads of special damages were problematic. On the issue of the rental charges, Mr Chen must show that the measure of damages was reasonable. Generally, a claimant must prove that the substitute vehicle that he procured was an equivalent model to his vehicle, the length of the rental period was reasonable, and the rental rate was reasonable: see *eg* James Edelman, *McGregor on Damages* (Sweet & Maxwell, 21st Ed, 2021) at paras 37-015 to 37-017. None of these material facts were drafted into the testimony of Mr Chen's AEIC (see [2] above).

11 Instead, the relevant information was lying latent in these AEIC exhibits:

(a) a "GIA Singapore Accident Statement" dated 26 October 2022 submitted by a workshop on behalf of Mr Chen ("the Accident Statement"),[6] which stated the manufacturer, model and engine capacity of Mr Chen's car;[7]

(b) a police report made by Mr Chen about the accident which also stated the engine capacity of his car;[8] and

(c) the Rental Invoice which stated the manufacturer, model and engine capacity of the rental car and its daily rental rate.[9]

[6] BOD 31 to 46.

[7] BOD 31.

[8] BOD 38.

[9] BOD 51.

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12 By splicing the information in [11] (above) with Mr Chen's oral evidence (see [6] above) and comparing them against the "Benchmark Rates for Cost of Rental and Loss of Use" in Appendix D of the State Court Practice Directions 2021, I found that Mr Chen's claim for the rental charges was made out. I granted that claim.

13 As for the claim for the costs of repairs, I considered there to be no evidence that Mr Chen suffered the loss of $14,766. His solicitor took a different view and pointed to a "Proforma Invoice" dated 25 October 2024[10] ("the October 2024 Repair Invoice") in support of the claim.[11] It purported to be an invoice for $14,766 issued by MCR Motors Pte. Ltd. to Income Insurance Ltd regarding "Repair Costs". But Mr Chen's solicitor did not appreciate that this document was not even part of the evidence; what had been exhibited in Mr Chen's AEIC was the *July 2023 Repair Invoice* — a different document bearing a different date, invoice number, and invoiced amount. I could not rely on the October 2024 Repair Invoice.

14 The July 2023 Repair Invoice could not be given any weight as well. First, its provenance was uncertain. On the face of the document, it was issued by MCR Motors Pte. Ltd.. But it appeared from the Accident Statement that Mr Chen had sent his damaged car to a different workshop — 1st Autoworks Pte Ltd — a day after the accident.[12] I could not tell what the relationship between the two entities was, and which of them was the actual workshop that repaired Mr Chen's car and was truly responsible for issuing the invoice for repair works.

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[10] BOD 63.

[11] Joint Opening Statement, page 6, row 2, column 6.

[12] BOD 31.

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15 Second and relatedly, the July 2023 Repair Invoice was in all likelihood inadmissible hearsay evidence. I was unsure how and from whom did Mr Chen obtain the July 2023 Repair Invoice. The invoice was made out to Income Insurance Ltd. whereas the insurer of Mr Chen's car was Direct Asia Insurance (Singapore) Pte Ltd — as stated in the Accident Statement[13] and the police report Mr Chen made about the accident.[14] In the Accident Statement, Mr Chen also stated that he intended to claim the costs of repairs from the defendant's insurer[15] — perhaps Income Insurance Ltd was that insurer; it is not a material question.

16 Third, the July 2023 Repair Invoice was devoid of any description or specification of the repair works that were allegedly carried out. There was no accompanying independent surveyor's expert's report to opine on the necessity and reasonable value of the works done. To submit a bare, *pro forma* invoice is to ask the court to accept the asserted figures on faith. The law on the proof and measure of damages does not endorse such an approach: see generally, James Edelman, *McGregor on Damages* (Sweet & Maxwell, 21st Ed, 2021) at paras 37-004 to 37-006.

17 Leaving aside the two Repair Invoices, Mr Chen also testified that he "did not pay" and "did not have to pay" for the repair works (see [5] above). More than three years have passed since the repair works were completed in mid-November 2022. It was implausible that no workshop had issued a demand to Mr Chen if he was genuinely responsible for any outstanding payment. When I asked Mr Chen's solicitor if there was any material in the AEIC that showed

[13] BOD 31 and 46.

[14] BOD 48.

[15] BOD 31.

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that a liability had been imposed on Mr Chen to pay money to a workshop for repairing his car, none could be identified. I therefore rejected the claim for costs of repairs entirely.

18 I concluded the hearing by fixing costs to be paid by the defendant to Mr Chen. There were serious deficiencies in the preparation and presentation of Mr Chen's case. For example, his solicitors did not draft the relevant evidence for rental charges (see [10] to [12] above) into his AEIC. They also did not deal with the claim for repair costs in his AEIC or via an independent surveyor's expert's report. To my surprise, they produced the October 2024 Repair Invoice — which was not in evidence — to make submissions. Parties should take note that the court has discretion to award lower costs to disapprove of such practices and omissions: O 21 r 2(2)(*c*) and (*f*) of the Rules of Court 2021.

Evans Ng
Deputy Registrar

Jason Yan Zixiang, Darren Jeevan Jose Charles and Sarah Nadia Binte Sazali (Ravus Law Chambers LLC) for the claimant;
The defendant in person and absent.

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