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DISTRICT JUDGE

SIM MEI LING

17 November 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 302

District Court Originating Claim No 1300 of 2023

District Court Assessment of Damages No 120 of 2025

Between

Purpose Automobiles Pte Ltd

... Claimant

And

(1) Wong Li Yan, Virginia

(2) Lim Wei Meng

... Defendant

JUDGMENT

[Contract] — [Remedies] — [Damages] — [Causation and remoteness]

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Purpose Automobiles Pte Ltd
v
Wong Li Yan, Virginia and Another

[2025] SGDC 302

District Court Originating Claim No 1300 of 2023
District Court Assessment of Damages No 120 of 2025
District Judge Sim Mei Ling
11 July 2025, 20 August 2025, 28 August 2025, 23 October 2025

17 November 2025

Judgment reserved.

District Judge Sim Mei Ling:

Background

1 The claimant is a company in the business of buying and selling cars, particularly, high end and/or luxury motor vehicles. The 1st defendant was formerly the registered owner of one Lamborghini Urus (the “Car”). The 2nd defendant is her husband.

2 According to the 1st defendant, although she was the registered owner of the Car, it was the 2nd defendant who mainly drove and handled all affairs relating to the Car.

3 The claimant purchased the Car from the 1st defendant for \$908,000, pursuant to a Vehicle Purchase Agreement (the “Agreement”) dated 13 April 2023. The Agreement expressly stated that the Car had a “current mileage” of 9,000 km (the “Mileage Term”). It did not however, contain any term relating to the validity of the Car’s warranty.

4 In June 2023, a prospective buyer offered to buy the Car from the claimant at \$965,000.

5 As part of the sale to the prospective buyer, it was agreed that the sale would be subject to an inspection and/or servicing at Eurosports Auto Pte Ltd (“Eurosports”), Lamborghini’s authorised dealer in Singapore.

6 On 20 June 2023, the claimant was informed by one Mr Kevin Leong of Eurosports (“Mr Leong”) that the mileage recorded on several independent electronic components and visible on diagnostics protocol downloaded during recovery, was found to be higher than the mileage displayed on the odometer. The mileage differed by 9,074 km. Mr Leong further stated that “as stipulated in the Warranty and Scheduled Maintenance Plan Booklet, the Lamborghini New Vehicle Warranty will be voided, in case of alterations to the vehicle’s odometer.”¹

7 The claimant said that, consequently, the sale to the prospective buyer fell through. It was only able to sell the Car at \$800,000 in August 2023. It received \$19,500 as commission for the financing taken up by the eventual buyer.

¹ Agreed Bundle of Documents (“AB”) 111.

8 The claimant thus commenced proceedings against the 1st defendant for breach of contract, and against the 1st and 2nd defendants for deceit and/or misrepresentation.

9 On 2 February 2024, consent interlocutory judgment was entered against the 1st defendant for breach of s 13(1) of the Sale of Goods Act 1978 (“SOGA”) with damages to be assessed by, and costs reserved to, the Registrar.²

10 The issue currently before me is the quantum of damages payable by the 1st defendant to the claimant, if any. Parties agreed to hold the trial against the 2nd defendant in abeyance pending the assessment of damages against the 1st defendant.

Parties’ positions on the damages claim

11 The claimant sought damages to compensate its loss in having to sell the Car for \$800,000.

12 Its primary claim is for the profits it would have earned had the original sale to the prospective buyer gone through. It quantified this at \$145,500, being the price which the prospective buyer would have purchased the Car at, less the eventual sale price of the Car, and accounting for the commission it received (i.e. \$965,000, less \$800,000 and \$19,500).

13 In the alternative, the claimant sought \$88,500, being what it paid the 1st defendant for the Car less the eventual sale price of the Car, and accounting for the commission it received (i.e. \$908,000, less \$800,000 and \$19,500).

² AB 42 – 43.

14 Additionally, the claimant alleged that as the 1st defendant's breach caused it to be unable to complete the sale to the prospective buyer, it had to retain the Car for an additional 2 months, thereby incurring additional floor stock financing costs of \$17,000. It also had to renew the Car's road tax, at \$1,972.

15 The claimant argued, relying on s 53 of the SOGA, that the above were losses that directly and naturally resulted, in the ordinary course of events, from the 1st defendant's breach.

16 S 53 of the SOGA states:

53.—(1) Where there is a breach of warranty by the seller, or where the buyer elects (or is compelled) to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods; but he may —

(a) set up against the seller the breach of warranty in diminution or extinction of the price; or

(b) maintain an action against the seller for damages for the breach of warranty

(2) The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(3) In the case of breach of warranty of quality, such loss is *prima facie* the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had fulfilled the warranty...

17 On the other hand, the 1st defendant contended that as interlocutory judgment was entered for breach of s 13(1) of the SOGA, damages should be assessed for the 1st defendant's breach of the Mileage Term only. The existence of a valid warranty was not a term of the Agreement.

18 S 13(1) of the SOGA states:

Where there is a contract for the sale of goods by description, there is an implied condition that the goods will correspond with the description.

19 The 1st defendant therefore contended that the claimant is only entitled to recover as damages, the difference in value resulting from the difference between the actual mileage and stated mileage of the Car. This should only be the sum of \$10,000 to \$20,000.

20 In response, the claimant submitted that in the event the Court finds that it is only entitled to the difference in value arising out of the difference in mileage, damages should be quantified at \$45,000.³

Could the claimant have sold the car to the prospective buyer at \$965,000 but for the breach of the Mileage Term?

21 A claimant may recover damages for a loss only where the breach of contract was the “effective” or “dominant” cause of that loss: *Sunny Metal & Engineering Pte Ltd v Ng Khim Ming Eric* [2007] 3 SLR(R) 782 (“*Sunny Metal*”) at [60]. Put another way, the question is whether the claimant’s harm would not have occurred “but for” the defendant’s breach. If the loss would still have occurred even when the breach is disregarded, the loss has not been caused by the act or omission: *Sunny Metal* at [64].

22 Even where the breach constitutes one of two concurrent causes of the aggrieved party’s loss, the defaulting party can be held liable so long as its breach is an effective cause of the aggrieved party’s loss: *Smile Inc Dental Surgeons Pte Ltd v OP3 International Pte Ltd* [2019] SGHC 265 at [25].

³ The claimant’s closing submissions, [75].

23 The claimant therefore must prove that but for the 1st defendant’s breach of the Mileage Term, the prospective buyer would have purchased the Car at \$965,000.

Admissibility of the claimant’s evidence

24 To support its claim that it could have sold the Car at \$965,000, the claimant has produced a Vehicle Sales Agreement dated 5 June 2023, where the buyer is stated to be one “Koh Hong Jie or To Be Confirmed”.⁴

25 Under cross-examination, the claimant’s Mr Eugene Seoh Wen Bin (“Mr Seoh”) clarified that Mr Koh Hong Jie (“Mr Koh”) was simply an agent representing the buyer, and not the actual buyer himself.⁵

26 Mr Seoh’s evidence was that the prospective buyer did not want to go ahead with the purchase because there was no valid warranty.⁶

27 The claimant relied on several WhatsApp messages between Mr Koh and the claimant, where Mr Koh said that his buyer was “quite concern[ed] on the void warranty issue”.⁷

28 However, the claimant’s evidence relating to the prospective buyer amounts to hearsay evidence, as the claimant did not call Mr Koh or the prospective buyer as witnesses in these proceedings.

⁴ C2.

⁵ Certified Transcript (“CT”), 20 August 2025, 13:6 - 10.

⁶ CT, 11 July 2025, 45:24 – 31; 20 August 2025, 11:23 – 28.

⁷ D1.

29 If the claimant intended to rely on these statements under any of the exceptions to the rule against hearsay evidence in s 32 of the Evidence Act 1893 (“Evidence Act”), the claimant was to have given notice of such intention (s 32(4) of the Evidence Act).

30 Even if any of the exceptions apply, the Court has a residual discretion to exclude hearsay evidence in the interests of justice (s 32(3) of the Evidence Act). In this case, there was no opportunity to test Mr Koh’s or the prospective buyer’s evidence on the reasons why the prospective buyer eventually decided not to proceed with the purchase.

31 At the very least, the claimant’s evidence on this point should be given less weight.

What was the effective cause of the aborted sale to the prospective buyer?

32 The burden is on the claimant to prove that the 1st defendant’s breach of the Mileage Term was the “effective” or “dominant” cause of the lost sale.

33 Critically, even if the claimant’s evidence relating to the prospective buyer is admitted, the claimant’s own case is that the prospective buyer decided not to proceed with the sale, not because of the breach of the Mileage Term itself, but because the warranty had been voided.⁸

34 The claimant argued that causation is nonetheless satisfied because it was the 1st defendant’s failure to provide a car with a mileage of 9,000 km that resulted in the Car’s warranty being voided, and thus the aborted sale.⁹ If she

⁸ The claimant’s closing submissions, [22] – [24].

⁹ The claimant’s closing submissions, [19] – [20].

had provided a car with mileage of 9,000 km, there would have been no mileage discrepancy and the warranty would not have been voided.

35 I am not persuaded that the claimant has discharged its burden of proof.

36 The Mileage Term only obliged the 1st defendant to provide a car with a mileage of 9,000 km. It was not because the actual mileage was not 9,000 km as stated in the Agreement that the warranty was voided. Rather, as apparent from Mr Leong's email of 20 June 2023, it was because Lamborghini discovered the existence of a mileage discrepancy between the odometer and what was separately recorded on its diagnostic tools. It was Lamborghini that decided to void the warranty as it concluded based on the discrepancy that there had been alterations to the odometer. It was then, on the basis of the void warranty, that the sale fell through.

37 Even if I find in favour of the claimant on causation, there is also an issue of remoteness. Damages will only be awarded for consequences which arise naturally from the breach or flowing from what may reasonably be supposed to be in parties' contemplation at the time of contract, or for consequences which do not arise naturally from the breach but due to special circumstances which the contract breaker had actual knowledge of: *Crescendas Bionics Pte Ltd v Jurong Primewide Pte Ltd* [2023] 1 SLR 123 at [86].

38 While it would be within a party's reasonable contemplation that a breach of the Mileage Term would affect the value of the Car, it would not be in a party's reasonable contemplation that a breach of the Mileage Term would result in the warranty being voided. As stated above, it was not merely because there was a higher mileage that the warranty was voided; rather it was because Lamborghini concluded that there had been alterations to the odometer.

39 Further, the claimant has not proven that the voiding of the warranty was due to special circumstances which the 1st defendant had actual knowledge of.

40 There was no evidence before me as to the cause of the mileage discrepancy and whether the 1st defendant had tampered with the odometer.

41 Mr Seoh agreed that the diagnostic logs produced by Eurosports did not state the cause of the difference in mileage or that there has been tampering.¹⁰ There is email correspondence between the claimant and Mr Leong whereby the claimant requested for proof that there was in fact tampering, but it does not appear that any proof was provided.¹¹ Mr Seoh agreed that the mileage discrepancy could be due to issues with the Car’s control unit or an error in reading.¹²

42 In closing submissions, the claimant relied on an email from Eurosports’ solicitors stating that it was instructed by Eurosports that the “owner” was aware that there was “tampered mileage”. However, the claimant did not call anyone from Eurosports to attest to this. The 1st defendant was also not cross-examined on this.

43 For the above reasons, even on the claimant’s case that the sale fell through because of the void warranty, the claimant is not entitled to claim from the 1st defendant its loss from the aborted sale as it failed to establish causation and/or show that the loss was not too remote.

¹⁰ AB 54 – 57; CT, 11 July 2025, 37: 16 – 38: 29.

¹¹ AB 111 – 123; CT, 11 July 2025, 31:16 – 21.

¹² CT, 11 July 2025, 31:1 – 7.

44 Following from this, I do not need to deal with the 1st defendant’s other arguments against liability for the aborted sale, i.e. that the sale would not have gone through in any event because the claimant allegedly did not satisfy the prospective buyer’s additional condition to replace the onboard computer, and that it was the claimant who voluntarily allowed the prospective buyer to cancel the sale when it was not obliged to.

Did the breach of the Mileage Term cause the eventual sale price of \$800,000?

45 The claimant eventually sold the Car at \$800,000 to one Neo Khoon Seng on 4 August 2023.¹³ It said this sale price was reasonable as it exceeded other quotes it had received from interested buyers between July to August 2023, which were for \$700,000 to \$780,000.¹⁴

46 The 1st defendant has challenged the reliability of these quotes. In particular, she argued that these alleged interested buyers were not identified nor called as witnesses, and were prompted to provide a “fair but lousy price”.

47 Ultimately however, while the claimant was only able to sell the Car at \$800,000, that was not only because the Car had a mileage in excess of 18,000 km, but also because the Car’s warranty had been voided. The claimant’s own submission is that the offers it received were representative of what the market would have paid for the Car “whose warranty just got voided for suspected tampering of the odometer”.¹⁵

¹³ C1.

¹⁴ AB 125 – 127.

¹⁵ The claimant’s closing submissions, [46].

48 As above, the claimant is not entitled to recover from the 1st defendant damages for losses due to the voiding of the Car’s warranty. It is only entitled to claim losses flowing directly from the 1st defendant’s breach of the Mileage Term.

49 Additionally, the 1st defendant’s expert witness, Mr Wu Chong (“Mr Wu”) gave evidence that a Lamborghini Urus which was 1.5 years old and had a mileage of 18,074 km would not have only fetched \$800,000.¹⁶ He relied on 3 SGCarMart advertisements posted in June / July 2025, whereby older used Lamborghini Urus cars (with remaining Certificates of Entitlement of 4 to 5 years’ duration) and a higher mileage (ranging from 23,000 to 56,000 km) were being advertised for \$715,000 to \$888,000.¹⁷ According to Mr Wu, a Lamborghini Urus with a mileage of 18,000 km and a subsisting warranty would fetch between \$890,000 to \$930,000.¹⁸

50 While the claimant has disputed the extent to which these advertised prices reflected actual transacted prices, it is Mr Wu’s evidence that the transacted prices would only deviate by a few percent, or \$10,000 to \$20,000.¹⁹ The claimant has not adduced any evidence to challenge this.

51 Further, even by the claimant’s expert witness, Mr Rodney Chua Yi Da (“Mr Chua”)’s account, a Lamborghini Urus with a subsisting warranty and mileage of 18,074 km should have fetched more than \$800,000. He had valued a Lamborghini Urus with a mileage of 18,074 km and a subsisting warranty at

¹⁶ CT, 28 August 2025, 57:29 – 58: 12.

¹⁷ Mr Wu’s affidavit of evidence-in-chief (“AEIC”), [5].

¹⁸ Mr Wu’s expert report, Bundle of Affidavits (“BA”) 186 – 200 (“Mr Wu’s Report”), at Section D.

¹⁹ CT, 28 August 2025, 47:9 – 49:8.

\$810,000 - \$855,000.²⁰ It is only if a Lamborghini Urus had a mileage of 18,074 km and no subsisting warranty, that he would value it at \$567,000 - \$741,000.²¹

52 Hence, whether by Mr Chua or Mr Wu’s account (leaving aside the parties’ challenges to their objectivity and credibility which I will deal with below), the eventual sale price of \$800,000 cannot be attributable solely to the breach in the Mileage Term, because by their valuations, a Lamborghini Urus with a subsisting warranty and a mileage of 18,074 km should have fetched \$810,000 to \$930,000.

53 I therefore disallow the claimant’s alternative claim against the 1st defendant for the difference between the purchase price and the eventual sale price of the Car.

54 As such, there is no need to consider whether the claimant had also taken reasonable steps to mitigate its losses, whether it could have offered a credible third-party warranty to potential buyers, and the extent to which this would have had a material impact on the price.

The cost of additional floor stock financing and renewal of the Car’s road tax

55 Mr Seoh agreed that had the sale to the prospective buyer gone through, these costs would not have been incurred.²²

²⁰ Mr Chua’s expert report, BA 107 – 154 (“Mr Chua’s Report”), [37].

²¹ Mr Chua’s Report, [43].

²² CT, 20 August, 34:7 - 35:3; 35:22 – 32.

56 Following from my findings above (that the breach of the Mileage Term did not cause the sale to the prospective buyer to fall through), the claimant is not entitled to recover these sums from the 1st defendant.

The loss in value arising from the breach of the Mileage Term

57 What then is the difference between the value of a Lamborghini Urus with a mileage of 18,074 km and the value of a Lamborghini Urus with a mileage of 9,000 km?

58 The claimant had initially quantified the difference in value at \$78,500, being the purchase price of the Car less the estimated market value of a Lamborghini Urus with a mileage of 18,074 km (and a subsisting warranty), and accounting for the commission it received (i.e. \$908,000, less \$810,000 and \$19,500).

59 It appears that the claimant's revised sum of \$45,000 is based on Mr Chua's opinion that there should be an estimated reduction of 5% - 10% from the original price where there is a mileage differential of 10,000 to 20,000 km. A discount of 5% off the purchase price of \$908,000 would come to \$45,400.²³ The 1st defendant, on the other hand, relied on Mr Wu's evidence that the price differential should only be \$10,000 to \$20,000.

60 For the avoidance of doubt, given my finding that the claimant is only entitled to claim the loss in value arising from the breach of the Mileage Term, I make no comments or findings at this stage insofar as the experts' evidence on the difference in value of a Lamborghini Urus with and without a valid warranty is concerned.

²³ The claimant's closing submissions, [75]; Mr Chua's Report, [38].

Independence of the expert witnesses

61 Both parties have taken issue with the objectivity of the other’s expert witness.

62 In relation to Mr Chua, he is the founder and current General Manager of Auto Lease Pte Ltd (“Auto Lease”), a company in the business of financing the purchase of motor vehicles.²⁴

63 It was only during cross-examination that Mr Chua admitted that Auto Lease had financed the claimant for the purchase of the Car, and the Car was therefore owned by Auto Lease as of July to August 2023.²⁵ Mr Chua also confirmed that Auto Lease had earned \$8,500 a month from the claimant as financing costs.²⁶ His “boss”, one Mr Anthony Lim, had performed a valuation of the Car for the purpose of providing financing to the claimant.²⁷ Even as at the date of the trial, Auto Lease had an ongoing business relationship with the claimant.²⁸

64 When asked why he did not disclose that the claimant was an existing customer of Auto Lease, Mr Chua simply said that he was “giving valuation of the car” and was “not selling [sic] anyone.”²⁹

²⁴ Mr Chua’s AEIC, [1].

²⁵ CT, 20 August 2025, 89: 8-24; 91:23 – 92:15; 92:19 – 21.

²⁶ AB 64 – 65; CT, 20 August 2025, 89: 25 – 91:15; 92:22 – 24.

²⁷ CT, 20 August 2025; 91:16 - 22; 92:16 – 18.

²⁸ CT, 20 August 2025; 95: 2 -6.

²⁹ CT, 20 August 2025, 95:16 – 26.

65 As for Mr Wu, the claimant submitted that he had admitted to discussing Mr Chua’s oral testimony with the defendants’ counsel prior to taking the stand. He was also characterised as belligerent, argumentative and having displayed a refusal to answer questions in a straightforward manner.

66 Experts must not only be impartial but must also appear to be so. For this reason, experts should disclose “without any prompting” any existing or recent relationship with any of the parties: a failure to make proper disclosure in a timely manner may cause “serious concerns about apparent or actual bias on the part of the expert” and could lead to the expert’s evidence being discounted: *Innovative Corp Pte Ltd v Ow Chun Ming* [2023] 3 SLR 1488 (“*Innovative Corp*”) at [92].

67 S 47(4) of the Evidence Act provides that an expert’s opinion otherwise relevant under s 47(1) of the Evidence Act is not relevant if the Court is of the view that it would not be in the interests of justice to treat it as relevant.

68 In *Innovative Corp*, the Court accepted that some of the expert’s non-disclosures of facts could have been an innocent mistake or because of inadequacies in conflict checks. However, her failure to disclose the existing commercial relationship between her company and the group of companies which included the 2nd defendant was a deliberate choice which suggested that there was an attempt to conceal. The Court therefore found her independence to be severely hampered by reason of her company’s relationship with the 2nd defendant, and her failure to disclose to the Court constituted a particularly egregious breach of her duties as an expert (at [94] – [96]). Even if it did not exclude her evidence pursuant to s 47(4) of the EA, the weight accorded to her evidence must be substantially discounted (at [98]).

69 Similarly, Mr Chua's failure to disclose his company's ongoing relationship with the claimant, and his company's direct involvement in the sale and purchase of the Car, raises serious concerns about whether his opinion is biased. The weight accorded to his evidence must therefore be substantially discounted to take this into account. Further, and in any event, for the reasons I will come to later, Mr Chua's evidence did not stand up to scrutiny under cross-examination.

70 As for Mr Wu, he should not have, prior to taking the stand, discussed Mr Chua's oral testimony with the defendants' counsel. Nevertheless, according to Mr Wu, all the defendants' counsel said to him was that Mr Chua had agreed with his valuation.³⁰ There is no evidence that any more than that had been discussed.

71 As for the allegations about Mr Wu's demeanour on the stand, ultimately the more important considerations are the credibility and coherence of his evidence, when evaluated and weighed as a whole in light of established facts.

72 As I will elaborate further below, I do not find that the above had an impact on Mr Wu's overall credibility, as his evidence on the stand was consistent with his expert report. There was therefore nothing to suggest that he had adapted or modified his opinion because of what he knew about Mr Chua's oral evidence. Further, unlike Mr Chua, there is no evidence that Mr Wu had an actual or potential conflict of interest which had not been disclosed.

³⁰ CT, 28 August 2025, 27:24 – 31:30.

The experts' credentials

73 According to Mr Chua, he has been in the business of valuing cars for the purpose of providing financing since 2015, for about 9 – 10 years.³¹ His job scope is to value cars being considered for financing to determine the appropriate quantum of credit to be extended.³² Prior to that, he sold cars for about 13 years, and thereafter was involved in the parallel import of cars from the United Kingdom to Singapore.³³

74 The 1st defendant however argued that he is not a credible witness, as it is in Auto Lease's interest to value cars higher, so that it can extend more credit, and earn more interest from borrowers.³⁴

75 I do not find, simply because Mr Chua's experience is in valuing cars for a car financing company, that it must therefore mean that his valuation would be on the higher end. I accept that as part of his job, an accurate valuation is important not only to determine potential returns from interest payments, but also to ensure that value of the car (which remains owned by the financier) is sufficient to recover any outstanding debt in the event a hirer or debtor defaults in payment.³⁵

76 Nonetheless, I find that Mr Wu's experience is more directly relevant to the issue before me, i.e. the difference in market value of a Lamborghini Urus arising from a difference in mileage.

³¹ Mr Chua's Report, [10].

³² Mr Chua's Report, [14].

³³ Mr Chua's Report, [12].

³⁴ The 1st defendant's closing submissions, [58].

³⁵ Mr Chua's Report at [14].

77 Mr Chua had limited experience dealing with supercars, because out of the 300 cars which Auto Lease finances each year, only about 5% or 10 to 15 cars are supercars.³⁶ In contrast, Mr Wu has been in the used car dealing industry for more than 23 years, and is the director of All Motoring, which specialises in buying and selling luxury and exotic vehicles in Singapore.³⁷

My evaluation of the expert evidence

78 In his report, Mr Chua had valued a Lamborghini Urus with a subsisting warranty and a mileage of 9,000 km to be around \$900,000, but a Lamborghini Urus with a subsisting warranty and a mileage of 18,074 km at \$810,000 - \$855,000.³⁸ In other words, there would be a difference in value of \$45,000 to \$90,000.

79 Mr Chua explained that a difference of 9,000 km is significant because supercars such as a Lamborghini Urus are generally not used daily. An additional mileage of 9,000 km would indicate extremely heavy use which leads to concerns of greater wear on its components, and therefore would bring about a significant downward adjustment to its resale value.³⁹ The demand is typically for supercars to be brand new or almost brand new, i.e. less than 10,000 km in mileage, and demand for used supercars is significantly lower.⁴⁰

80 However, Mr Chua did not provide any documents or evidence to support his figures.

³⁶ The 1st defendant's closing submissions, [59] ; CT, 20 August 2025, 99:5 - 100:13.

³⁷ Mr Wu's AEIC, [1].

³⁸ Mr Chua's Report, [36] – [37].

³⁹ Mr Chua's Report, [39].

⁴⁰ Mr Chua's Report, [40].

81 On the stand, Mr Chua took a different position. He characterised a mileage of 9,000 km for a Lamborghini Urus as “low”, a mileage of 18,000 km as “normal”, and said he would only consider a mileage of 40,000 – 50,000 km as “high”.⁴¹ When confronted with his written statement that a difference of 9,000 km in mileage is “significant” for supercars⁴², he said he was not able to reconcile this.⁴³ Mr Chua also conceded that Mr Wu’s statement that a mileage difference of 9,000 km was unlikely to have a significant effect on the car’s overall market value was “not wrong.”⁴⁴

82 When pushed for specific figures, he said that he would value a Lamborghini Urus with a mileage of 9,000 km at \$900,000, and a Lamborghini Urus with a mileage of 18,074 km at \$780,000 – \$800,000 i.e. a differential of \$100,000 to \$120,000. At the same time, he agreed he had “no basis” for such figures, which were based on his experience.⁴⁵ To recap, he had in his expert report valued a Lamborghini Urus with a mileage of 18,074 km at \$810,000 - \$855,000.

83 Later when he was brought to Mr Wu’s figures, Mr Chua said the difference should be higher than what Mr Wu posited, and put forward yet another range, this time, \$900,000 to \$920,000 for a Lamborghini Urus with 9,000 km mileage and \$870,000 to \$900,000 for a Lamborghini Urus with a mileage of 18,000 km, i.e. a differential of \$20,000 to \$30,000.⁴⁶ When asked

⁴¹ CT, 20 August 2025, 137: 1- 32.

⁴² Mr Chua’s Report, [39] – [40].

⁴³ CT, 20 August 2025, 138:1 – 19.

⁴⁴ CT, 20 August 2025, 139:25 -32.

⁴⁵ CT, 20 August 2025, 140:9 - 142:3.

⁴⁶ CT, 20 August 2025, 142: 29 – 143:23.

about the differing figures, he confirmed that the difference in value should be \$10,000 to \$30,000 and not \$100,000 as he initially said.⁴⁷

84 Mr Chua also agreed with Mr Wu that there are other factors beyond mileage that would have a bearing on price, such as the number of previous owners, whether the car had been involved in previous accidents, the possibility of trading-in the car and whether financing is involved.⁴⁸

85 It is therefore evident from the above that Mr Chua changed his evidence several times on the market value of a Lamborghini Urus with 18,074 km mileage versus one with 9,000 km mileage. In light of this, and the lack of any substantiation or evidence to back his figures, I am not able to accept his evidence on what the difference in market value is.

86 Moreover, the current figure put forward by the claimant of \$45,000, is higher than the final figures which Mr Chua proffered on the stand (being \$20,000 to \$30,000).

87 On the other hand, Mr Wu's evidence on the stand was consistent with that expressed in his report.

88 In his report, Mr Wu valued a Lamborghini Urus with a mileage of 9,000 km and a subsisting warranty at \$910,000 and \$950,000, and a Lamborghini Urus with a mileage of 18,000 km and a subsisting warranty at \$890,000 -

⁴⁷ CT, 20 August 2025, 143:24 – 144:16; 146:9-13.

⁴⁸ CT, 20 August 2025, 144:19 – 145:11.

\$930,000⁴⁹, i.e. a difference of \$20,000. He would personally buy and sell the Car with a price difference of \$10,000 to \$20,000.⁵⁰

89 Mr Wu's explanation was that unlike traditional supercars, the Lamborghini Urus is a sports utility vehicle designed and catered for daily living. As such, and given that the Car was only 1.5 years old, both a mileage of 9,000 km and 18,075 km were considered low (which works out to approximately 40 km a day).

90 On the stand, Mr Wu stood by his expert report - that he considered a Lamborghini Urus with 18,000 km mileage to be underutilised, and the condition of the interior would not be adversely affected unless the mileage was 50,000 km and above.⁵¹

91 Mr Wu had also substantiated his views.

92 He explained why a mileage of 9,000 km and 18,075 km were considered low, by reference to the warranties provided by 3 other car manufacturers. These manufacturers offer 3 years' warranties for new cars, or until the cars hit a mileage of 100,000 km, whichever comes first.⁵² This would work out to 33,333 km per year. At 18,075 km, the Car's annual mileage was 12,000 km, or only about 36% of the threshold given by these car manufacturers.

⁴⁹ Mr Wu's Report at Section D.

⁵⁰ Mr Wu's Report at Section D.

⁵¹ CT, 28 August 2025, 46:10 – 47: 2.

⁵² AB 84- 87.

93 Mr Wu's range of \$890,000 - \$930,000 for a Lamborghini Urus with a mileage of 18,000 km is also probable, considering the 3 SGCarMart advertisements he produced. To recap, used Lamborghini Urus cars with remaining Certificates of Entitlement of 4 to 5 years' duration and mileage ranging from 23,000 to 56,000 km were being advertised for \$715,000 to \$888,000.⁵³

94 Hence I prefer Mr Wu's evidence, that the difference in value resulting from the higher mileage, is about \$20,000.

Conclusion

95 I therefore assess the claimant's damages as a result of the breach of the Mileage Term at \$20,000. The 1st defendant is to pay the claimant \$20,000 plus interest at the rate of 5.33% from the date of this judgment to the date of payment.

⁵³ Mr Wu's AEIC, [5]; CT, 28 August 2025, 57:29 – 58: 12.

96 Unless the claimant and the 1st defendant can agree on costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Tong Siu Hong, Joshua and Yeo Wei Ern (Kalco Law LLC) for the
claimant;
Lye Hoong Yip, Ramond and Wong Changyan, Ernest (CNPLaw
LLP) for the defendants.
