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DISTRICT JUDGE
EVANS NG
9 OCTOBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 116

Magistrate's Court Originating Claim No 7965 of 2024

Between

Tan Jia Wen, Felix (Chen
Jiawen)

... Claimant

And

Sarens JWS (S) Pte. Ltd.

... Defendant

JUDGMENT

[Tort] — [Negligence]

[Tort] — [Vicarious liability]

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Tan Jia Wen, Felix (Chen Jiawen)

v

Sarens JWS (S) Pte. Ltd.

[2026] SGMC 116

Magistrate's Court Originating Claim No 7965 of 2024
District Judge Evans Ng
27 July, 16, 30 September 2026

9 October 2026

Judgment reserved.

District Judge Evans Ng:

1 In the evening of 8 August 2023, Mr Felix Tan ("Claimant") reverse-parked his Ferrari 488 GTB ("Supercar") in a lot at the basement carpark at 6 Scotts Road. When he returned the next morning, he found a Mitsubishi L200 pickup truck ("Pickup") parked very close to its right. The gap between the vehicles at the front appeared no wider than the width of the Pickup's tyre and it tapered towards the rear.¹ Scuff marks on the housing of the right carbon-fibre wing mirror² and a crack in the right door panel³ were found on the Supercar.

¹ Bundle of Documents ("BD") 39 and 40.

² BD 21.

³ BD 16 and 22.

2 Mischief was afoot while the Claimant was away. The video footage⁴ taken by the Supercar’s front-facing in-vehicle camera captured what transpired. The Pickup arrived shortly before midnight. It was leased by Sarens JWS (S) Pte. Ltd. (“Defendant”) and driven by its then-employee, Mr Niall Farley (“Mr Farley”). Four passengers were on board. Despite the carpark being almost empty, the Pickup was driven past the right of the Supercar and reversed into the adjacent lot. The Pickup’s windows were wound up but they were untinted. The video recorded the passenger in the rear left seat turning to look left for about two seconds towards the middle section of the Supercar, just as the Pickup’s rear bumper was likely to have drawn alongside the wing mirror. Because the camera was pointed to the front and its field of vision was less than 180 degrees, the video does not directly show whether the Pickup made contact with the wing mirror. After the Pickup was parked, the next point of interest in the video was after the group disembarked and stood in view of the camera. Some of them pointed their mobile phones at the vehicles, apparently to take photographs. The audio from the video is not clear enough to make out what exactly they said, but their laughter was unmistakeable: Mr Farley had deliberately parked unusually close to the Supercar as a prank.

Negligence

3 Mr Farley owed other users of the carpark a duty to drive the Pickup with reasonable care. Negligence as a tort can be committed intentionally: *Paterson Zochonis & Co Ltd v Merfarken Packaging Ltd* [1986] 3 All ER 522 at 541f. I find that Mr Farley breached his duty of care by deliberately parking unreasonably close to the Supercar, and by doing so without taking reasonable precautions, such as using a ground guide.

⁴ BD 4, a 55-second video.

4 His breach caused damage to the Supercar’s wing mirror. The video recorded a crisp “tak”⁵ sound just as the rear bumper of the Pickup was probably level with the Supercar’s wing mirror. This was more likely than not caused by contact between the two surfaces. That finding is also consistent with the Pickup’s and Supercar’s relative positions when the former began reversing, the Pickup’s length, wheelbase and turning radius, the Pickup’s trajectory, and the photographs showing the narrow gap between the vehicles after it had parked.⁶ It would have been very difficult for a driver to manoeuvre the Pickup from its starting position into a position that close to the Supercar without at least brushing against the Supercar’s protruding wing mirror. I find, on the balance of probabilities, that the Pickup abraded the wing mirror.

5 I also find, on the balance of probabilities, that the damage to the right-side door panel of the Supercar was caused when the front passenger of the Pickup (“Front Passenger”) opened the Pickup’s front left door into it. Neither Mr Farley nor any of his passengers gave evidence. Nevertheless, the location of the damage, the very narrow gap between the two vehicles and the circumstances in which the passengers disembarked support that inference. Given how closely the Pickup had been parked to the Supercar, the Front Passenger must have appreciated, or at least ought to have appreciated, that there was insufficient clearance to open the door normally without risking striking the Supercar. The Front Passenger’s act of opening the door does not break the chain of causation between Mr Farley’s negligence and the resulting damage. Having parked the Pickup so close to the Supercar, with the Front Passenger’s door facing it, Mr Farley ought reasonably to have foreseen the risk that the door might strike the Supercar if his passenger attempted to alight

⁵ BD 4, at about 14-15 seconds.

⁶ BD 39 and 40.

normally. The opening of the door was therefore not so independent of Mr Farley's negligent parking as to displace it as a legal cause of the damage. Hence, I find that his negligence caused the damage to the right-side door panel as well as the damage to the wing mirror.

Vicarious liability

6 The remaining issue is whether the Defendant is vicariously liable for Mr Farley's negligence. As their employment relationship is undisputed, the question is whether there was a sufficient connection between that relationship and Mr Farley's negligence. The Claimant must show that, by employing Mr Farley, the Defendant created or significantly enhanced the very risk that materialised, such that his tort was sufficiently closely connected with his employment to make it fair and just to impose vicarious liability: *Ng Huat Seng v Munib Mohammad Madni* [2017] 2 SLR 1074 at [44] and [66]-[67]; *Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd* [2011] 3 SLR 540 at [75] and [85]-[87].

7 *Ming An Insurance Co (HK) Ltd v Ritz-Carlton Ltd* [2003] 1 HKC 225 exemplifies the application of that inquiry to an employee's negligent driving during an unauthorised journey. A hotel hired a limousine to provide chauffeur-driven services to its guests. In the absence of the chauffeur, its doorman was sometimes required to move the limousine. On the material occasion, the chauffeur had gone off-duty and left the keys with the doorman. The doorman drove it to take a bellboy to collect food from elsewhere. He negligently injured two pedestrians during the trip. The Hong Kong Court of Final Appeal held the hotel vicariously liable. What was material was not merely that the doorman had access to the limousine or was authorised to drive it for limited purposes. It was that, viewed in context, driving the limousine formed part of his

employment; there was an established practice of hotel staff collecting food from outside, sometimes using the limousine, and that practice served the hotel's interests. In those circumstances, that particular journey, although unauthorised, remained sufficiently closely connected with the doorman's employment to render the hotel vicariously liable.

8 The difficulty in the present case is the paucity of evidence bearing on this inquiry. The Defendant issued a bare denial of vicarious liability.⁷ The Claimant bears the burden of proof. Yet he adduced no evidence on the following matters:

- (a) the nature of the Defendant's business;
- (b) the work purposes for which Mr Farley was required to drive the Pickup;
- (c) the scope of Mr Farley's duties beyond driving the Pickup for work;
- (d) Mr Farley's working hours;
- (e) whether Mr Farley was required to keep the Pickup overnight and remain on call after working hours;
- (f) whether personal use of the Pickup was expressly or routinely permitted as part of his working arrangements with the Defendant; or
- (g) whether the Defendant knew of and acquiesced in Mr Farley's use of the Pickup for personal journeys.

⁷ Defence, para 6.

9 Only two matters seem to furnish some basis of imposing vicarious liability. First, in the Agreed Statement of Facts, the Defendant accepted that Mr Farley was an “authorised driver” of the Pickup at “the material time”.⁸ That agreed fact must, however, be read with the evidence of the Defendant’s sole witness, Ms Jassy Kaur, its regional human resource manager. Ms Kaur’s affidavit of evidence-in chief preceded the Agreed Statement of Facts. Ms Kaur averred that as “part of his job, Mr Farley drives [the Pickup] for work purposes”⁹ but the incident occurred when Mr Farley drove the Pickup “after work hours”.¹⁰ She also testified that: (i) “Farley has used [the Pickup] for his personal use, against company policy, without our approval”;¹¹ (ii) “[a]fter office hours, he took [the Pickup] out and he should be responsible”;¹² and (iii) “[the Pickup was] taken without our approval for his own leisure”.¹³ The first two answers were given in cross-examination and were not challenged by the Claimant’s counsel; the third was given in re-examination. Given the Defendant’s oral evidence, the agreed fact that Mr Farley was an authorised driver is unable to carry the Claimant’s argument very far. Generally, mere authority to use a company vehicle does not render an employer vicariously liable for every tort committed by the employee while using it. Authority to drive the Pickup did not, without more, show that the material journey was connected with the Defendant’s business.

⁸ Agreed Statement of Facts, para 3; Claimant’s Closing Submissions, paras 7 and 10.

⁹ AEIC of Jassy Kaur, para 5.

¹⁰ AEIC of Jassy Kaur, para 6.

¹¹ Notes of Evidence (“NE”), 27 July 2026, 18D.

¹² NE, 27 July 2026, 22B.

¹³ NE, 27 July 2026, 28E.

10 The second matter is the Defendant's post-incident correspondence. On 10 August 2023, its representative emailed the Claimant to apologise for the contretemps after learning of it.¹⁴ An apology may amount to an admission if it supports an inference as regards a fact in issue. But even then, an admission is not conclusive; its weight depends on its terms and context: *Qingdao Bohai Construction Group, Ltd v Goh Teck Beng* [2016] 4 SLR 977 at [80]-[83]. Here, the apology concerned Mr Farley's conceitless behaviour which inconvenienced the Claimant. It did not state that Mr Farley was acting in the course of his employment or that the Defendant accepted legal responsibility for the damage allegedly caused by Mr Farley. The Defendant's subsequent email of 14 August 2023 proposing a settlement takes the matter no further.¹⁵ An offer to settle, without more, is not an admission of legal liability because a party may wish to settle for reasons unrelated to its view of the merits: *Lim Tjoen Kong v A-B Chew Investments Pte Ltd* [1991] 2 SLR(R) 168 at [32]. Neither email is sufficient to establish vicarious liability.

¹⁴ BD 9.

¹⁵ BD 6.

11 The action is therefore dismissed. I will hear the parties on costs.

Evans Ng
District Judge

Noel John Geno-Oehlers (Characterist LLC) for the claimant;
Tan Seng Chew Richard and Annabelle Au Jia En (Tan Chin Hoe &
Co) for the defendant.
