

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

Case No. MC/MC 14193/2018)

Between

NOR HASLIN BIN MAZLAN
(NRIC No. S2193981A)

... Plaintiff

And

PROVIDENCE AUTOMOBILE PTE LTD
(Singapore UEN No. 201128758G)

... Defendant

AFFIDAVIT

I, **NOR HASLIN BIN MAZLAN (NRIC No. S2193981A)**, of 335 Woodlands Street 32 #04-35 Singapore 730335, do affirm and say as follows :-

1. I am the abovenamed Plaintiff.
2. The facts deposed to herein are true to the best of my knowledge, based on my personal knowledge or derived from documents in my possession and are true to the best of my knowledge, information and belief.
3. I make this Affidavit in response to the Defendant's Affidavit dated 29 May 2019.
4. I verily believe that the Defendant's Counterclaim must fail for the following reasons :-

(a) The Defendant's gave the Plaintiff a **one year warranty for all defects and liabilities** of the Vehicle.

- (b) The issues of the Vehicle, namely the issue with the engine gasket and coolant was told to the Defendant before the breakdown of the Vehicle.
- (c) The appointment of VICOM and thereafter, the alleged loss of use of the Defendant's hoist and storage charges were the Defendant's own doing.

The Defendant's gave the Plaintiff a one year warranty for all defects and liabilities of the Vehicle.

- 5. When the Plaintiff conveyed his wish to purchase the Vehicle and requested for a discount, the Defendant counter-offered a one year warranty for all defects and liabilities of the Vehicle.
- 6. Accordingly, based on the Defendant's assurance and warranty, the parties entered into a Sales Agreement on 7 June 2018 for the purchase of the Vehicle for a sum of \$38,500.00.
- 7. Clearly, the Defendant did not honour their warranty.
- 8. Presently, the Defendant has reneged on their one year warranty for all defects and liabilities and has attempted (on multiple occasions) to redefine the terms of the one year warranty to escape liability, in that –

(a) In paragraph 7 of the Defendant's Defence, the Defendant's affirmed that "*one year warranty period for all defects and liabilities of the Vehicle*" was not given to the Plaintiff.

(b) In paragraph 4 of the Defendant's Affidavit dated 27 February 2019, the Defendant admitted that they would provide "*a one year warranty on manufacturer's defect on the engine*".

(c) In paragraph 8 of the Defendant's Affidavit dated 22 April 2019, the Defendant then changed tack and claimed that the warranty was "*limited to manufacturer's defect on the engine and gearbox*".

9. The Defendants are attempting to confuse and mislead this Honourable Court with their constant change of the scope of the warranty.

The issues of the Vehicle, namely the issue with the engine gasket and coolant was told to the Defendant before the breakdown of the Vehicle.

10. I verily believe that the deterioration of the engine gasket and coolant was the cause of the final breakdown of the Vehicle.
11. This was notwithstanding the fact that I first informed the Defendant to change/check the engine gasket on 18 June 2018, and on 2 July 2018, I further informed the Defendant to check *inter alia* the coolant of the Vehicle.
12. It is pertinent to note that I informed the Defendant to check on the coolant on 2 July 2018. The Vehicle was then left at the Defendant's workshop from 2 July 2018 to 7 July 2018, which gave the Defendant's sufficient time to do the necessary checks and repairs (if any) on the coolant. The Defendant obviously did not do so as the coolant engine light lit up again the very next day on 8 July 2018.
13. If the Defendant had dutifully carried out the necessary works at the material time, the Vehicle's condition would not have exacerbated which resulted in the final breakdown of the Vehicle.

The appointment of VICOM and thereafter, the alleged loss of use of the Defendant's hoist, storage and labour charges were the Defendant's own doing.

14. The Defendants appointed VICOM on their own accord and did not consult the Plaintiff. Further, the Plaintiff was not informed that his Vehicle was being dismantled.
15. From 11 July 2018 to 8 September 2018, the Plaintiff repeatedly questioned the Defendant about the status of the Vehicle, only to be met with silence and/or unsatisfactory responses.
16. The Defendant also refused the Plaintiffs request to take possession of the Vehicle so he could send the Vehicle to another workshop.
17. The Plaintiff shall also not be liable for the Defendant's loss of use of hoist as the Vehicle was dismantled without the Plaintiff's consent. As aforementioned, the Plaintiff was not informed of the dismantling of his Vehicle.
18. In light of the above, the Plaintiff shall not be liable for the alleged storage and labour charges, and the loss of use of hoist incurred by the Defendant.
19. Further, all this would not be necessary if the Defendant :-
 - (a) Honoured their one-year warranty for all defects and liabilities of the Vehicle; or
 - (b) Made the necessary rectification/repair works to the Vehicle when the Plaintiff informed them of the issues (i.e. change of engine gasket and coolant)

20. In the premises, I verily believe that the Defendants will not succeed in their counterclaim and thus, I respectfully ask that this Honourable Court dismisses the Defendant's application herein with costs.

Affirmed at Singapore 12 JUN 2019)

On this day of June 2019)

by NOR HASLIN BIN MAZLAN)

Before me,

A COMMISSIONER FOR OATHS

