

WRIT OF SUMMONS

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

MC/MC SUIT NO.)
OF 2019)

Between

EDL PTE LTD
(ROC NO. 200208181D)

... Plaintiff

And

VICTOR ALEXANDER WONG
(NRIC NO. S8570284Z)


... Defendant

To: The abovenamed Defendant, **VICTOR ALEXANDER WONG** of Block 273 Joo Chiat Place Singapore 427953.

THIS WRIT OF SUMMONS has been issued against you by the abovenamed Plaintiff in respect of the claim indorsed herein. Within eight (8) days after the service of this Writ on you, you must either satisfy the claim or cause an appearance to be entered for you using the electronic filing service and in default of your so doing so the Plaintiff(s) may proceed with the action and judgment may be entered against you without further notice.

Dated the day of 2019.

18 OCT 2019


Solicitors for the Plaintiff
M/s Vision Law LLC
Ref: DA1-yiv-Ins-J2-110589-19

Deputy Registrar
State Courts, Singapore

This Writ may not be served more than 6 calendar months after the above date unless renewed by Order of Court.

The Defendant may enter an appearance either personally or by a Solicitor at the Registry of the State Courts.

STATEMENT OF CLAIM

1. At all material times the Plaintiffs were the owners of motor vehicle GBE 7476P.
The Defendant was the driver of motor vehicle GBH 122R.
2. On the 24th day of May 2019 at about 1750 hours, the Plaintiffs' motor vehicle GBE 7476P, driven by one Phuah How Wah, was proceeding along the SLE from the direction of BKE towards Woodlands 12 and when it stopped, it was collided into from the rear by motor vehicle GBH 122R which was driven by the Defendant and proceeding in same direction as the Plaintiff's motor vehicle.
3. The said collision was caused or contributed to by the negligence of the Defendant in the driving of motor vehicle GBH 122R.

PARTICULARS OF NEGLIGENCE

- (a) Driving at an excessive speed in the circumstances;
 - (b) Failing to keep any or any proper look-out;
 - (c) Following too closely behind the Plaintiffs' motor vehicle;
 - (d) Colliding into the rear of the Plaintiffs' motor vehicle;
 - (e) Failing to stop, slow down or in any other way avoid the said collision; and
 - (f) The Plaintiffs are also relying on the doctrine of *res ipsa loquitur* as evidence of negligence.
4. By reason of the aforesaid negligence, the Plaintiff's motor vehicle GBE 7476P was damaged and the Plaintiff was put to loss and expense.

PARTICULARS OF LOSS & EXPENSES

(a)	Costs of Repairs	S\$5,350.00
(b)	Loss of Use (4 days x \$200 per day)	S\$ 800.00
(c)	Pre-repair Loss of Use (3 days x \$200 per day)	<u>S\$ 600.00</u>
		<u>S\$6,750.00</u>

And the Plaintiffs claim:-

- (a) the sum of S\$6,750.00 or alternatively damages to be assessed;
- (b) interest;
- (c) costs; and
- (d) such further and/or other relief(s) which this Honourable Court deems fit and equitable

Dated the

day of

18 OCT 2019

2019



Solicitors for the Plaintiff
M/s Vision Law LLC

Ref: DA1-ylv-Ins-J2-110589-19

PRE-ACTION PROTOCOL CHECKLIST
(To be filed with Writ of Summons)

1. Has the Defendant or his insurer acknowledged receipt of the Plaintiff's letter of claim?

Ans. Yes/~~No.~~

2. Have attempts been made to settle the matter?

Ans. ~~Yes~~/No.

If no, please give reasons.

No settlement. 10 days notice given to Defendant and his insurers.

3. Is the question of liability agreed?

Ans. ~~Yes~~/No.

4. Is the question of quantum agreed?

Ans. ~~Yes~~/No.

5. Has the Defendant indicated that he has a counterclaim?

Ans. ~~Yes~~/No.

6. The following documents/information have been exchanged between the Plaintiff and the Defendant (please tick accordingly):

☒ Full and complete GIA reports and type-written transcripts of the factual accounts of all persons involved in the accident, including a sketch plan.

☒ Repairer's bill.

☒ Surveyor's report.

(iv) Excess bill/receipt.

(v) Vehicle registration card.

☒ COE/PARF certificate/certificate of insurance.

(vii) Names and addresses of witnesses.

☒ Photographs of damage to Plaintiff's vehicle.

(ix) Photographs of accident scene.

(x) Video recording of the accident.

(xi) Invoice and receipt for rental of alternative vehicle.



Whether the insurer has been notified of the accident and allowed to carry out a pre-repair inspection of the claimant's vehicle.

(xiii) Supporting documents for all other expenses claimed (if any).

Remarks (if any)

7(a). Did the accident involve a chain collision or more than 2 vehicles?

Ans. ~~Yes~~/No.

7(b). If yes, has the defendant indicated that he intends to bring in a third party?

Ans. Yes/No.

7(c). If yes, has the third party indicated that he intends to bring in a fourth party?

Ans. Yes/No.

7(d). Were there any other parties involved in the accident?

Ans. Yes/No.

If yes, please provide details.

~~AND \$800.00 (or such sum as may be allowed on taxation) for costs, and also, if the Plaintiff obtain an order for substituted service, the further sum of \$300.00 (or such sum as may be allowed on taxation). If the amount claimed and costs be paid to the Plaintiff or his Solicitors within eight (8) days after service hereof (inclusive of the day of service), further proceedings will be stayed.~~

Note: If the Defendant enter an appearance, then, ~~unless a summons for Judgment is served on him in the meantime, he must also serve a Defence on the Solicitor for the Plaintiff(s) within 14 days after the last day of the time limited for entering an appearance, otherwise Judgment may be entered against him without further notice.~~

This Writ is issued by Vision Law LLC. of 133 New Bridge Road, #18-01/02 Chinatown Point, Singapore 059413, Solicitors for the said Plaintiff(s), whose address is at 43 Sungei Kadut Street 1 Singapore 729348.

NOTICE OF SERVICE ON MANAGER OR PARTNERSHIP

~~TAKE NOTICE that the Writ is served on you as the person having the control or management of the partnership business of the abovenamed Defendants firm of (and also as a partner in the said firm (a)).~~

Dated this _____ day of _____ 2019

Solicitors for the Plaintiffs.

Note: ~~(a) If the person served with the Writ is served in the two capacities of manager and partner, the clause should be left standing. If he is served as manager only, it should be struck out.~~

ENDORSEMENT AS TO SERVICE

This Writ was served by _____ by way of personal service on the Defendant who is known to me/who as pointed out to me/who admitted to me that he was at

_____ on the _____ day of _____, 2019 at
a.m./p.m..

Endorsed the _____ day of _____ 2019.

Clerk to Vision Law LLC./Process Server