

Your Ref:

Our Ref: SS.EL.OL.202106.064

Date: 6 July 2021

Straits Euro Motors Pte Ltd  
210 Turf Club Rd  
#B17, The Grandstand  
Singapore 287995

**BY REGISTERED POST**

Dear Sirs,

**Claim by Mr Sumit Mathai for Misrepresentation Made by Straits Euro Motors Pte Ltd**

1. We act for Mr Sumit Mathai (“our client”).
2. Sometime in June 2021, you had placed an advertisement for a 7-year-old Citroen DS5 Diesel car with the registration number SFZ7520L (“the vehicle”) on the website popularly known as sgCarMart. It was represented on the advertisement that the vehicle had a mileage in the region of 95,000km.
3. Subsequently, our client went down to your premises on 5 June 2021 to view the vehicle. Upon inspection, the odometer of the vehicle similarly represented a mileage reading of 95,000km. In reliance of the representations made as to the vehicle’s mileage, our client entered into a Sales Agreement with Straits dated 5 June 2021 (“purchase date”). He purchased the vehicle from Straits for the full asking price of **S\$44,800** (“the purchase price”) and paid the amount in full by cheque on the same day.
4. The vehicle was handed over to our client on 9 June 2021. However, the title to the vehicle was only belatedly transferred to our client on 16 June 2021. In the interim period when our client was in possession of the vehicle prior to the transfer of the title, our client took various steps to service and/or maintain the vehicle. The following expenses, totaling up to about **S\$1,414.40**, were incurred:
  - a. Purchase of boot/ trunk liner and car mats - around S\$200;
  - b. Full service of the vehicle - S\$299.60;
  - c. Replacement of the battery - S\$256.80; and
  - d. Replacement of the tyres - S\$658.00.

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5. Once the title was transferred, our client was then able to proceed to Cycle and Carriage (“C&C”) on 16 June 2021 to register himself as the new owner of the vehicle as well as to check if the vehicle’s timing belt had been replaced. Our client was advised by C&C that the timing belt had been replaced twice before at the following dates and mileage:
    - a. 1<sup>st</sup> replacement done on 24 October 2019 at 136,010km mileage; and
    - b. 2<sup>nd</sup> replacement done on 3 January 2020 at 140,472km mileage.
  6. This meant that the actual mileage of the vehicle would, minimally, be in excess of 45,000km more than what was represented to our client on the purchase date. Given that 17 months had lapsed since the last confirmed reading, and based on the mileage accrued between the replacement dates for the timing belt, the conservative estimate of the true mileage at the time of sale is around 175,000km.
  7. In reliance of your false representations as to the mileage of the vehicle, the purchase price paid by our client is significantly higher than the true market value of the vehicle with such a high mileage. Also, it will be extremely difficult or impossible for our client to sell the vehicle in the open market. Not only is the vehicle mileage extremely high, there is now no way for my client or any prospective buyers to accurately determine the actual mileage of the vehicle.
  8. Further and in the alternative, it is an express and/or implied term of the Sales Agreement that the mileage of the vehicle is in the region of 95,000km. The discrepancy in the true mileage of the vehicle is in breach of such an express and/or implied term of the contract, and/or Section 13 of the Sale of Goods Act (Cap 393).
  9. Upon discovering the discrepancies between the true mileage of the vehicle and the representations made to our client, our client sought to resolve the aforesaid claims amicably by way of calls and WhatsApp messages between 16 to 19 June 2021 exchanged with your employee, Mr Keane Xu. However, your Mr Keane Xu insisted on deductions to be made to the refund amount as depreciation of vehicle. Further, he unreasonably refused to state the exact sum to be refunded to our client. Our client is unable to accept such a proposal.
  10. As a result of your misrepresentation and/or breach of contract, our client is demanding that the contract pursuant for the sale of the vehicle be cancelled. Accordingly, our client demands that he be refunded the full purchase price of **S\$44,800** along with reimbursement for the expenses set out at paragraph 4 above in exchange for the vehicle.
  11. Alternatively, our client is claiming damages arising from your misrepresentation and/or breach of contract totaling **S\$11,131.40**. The amount is computed as follows:
    - a. the difference between the purchase price paid (**S\$44,800**) and the deregistration value on the day of sale on 5 June 2021 (**S\$35,083**) being **S\$9,717.00**; and

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b. expenses incurred for servicing and/or maintenance of the vehicle set out at paragraph 4 above being **S\$1,414.40**.

12. **TAKE NOTICE** that if you fail to meet our client's demands within seven (7) days from the date of this letter, our client reserves the right to proceed as he may deem fit to enforce his claim without further reference to you, including commencing legal proceedings. In such event, our client will also be claiming for interests and costs.

13. All of our client's rights are expressly reserved.

Yours faithfully,

*OCP Law Corp*

cc client