

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC 222

Originating Claim No 91 of 2026

Between

Wu Chong

... Claimant

And

- (1) Ong Bee Hong
- (2) Lim Soon Heng Terence
- (3) Pee Hwee Kim

... Defendants

JUDGMENT

[Contract — Misrepresentation Act]
[Restitution — Unjust enrichment]
[Tort — Conspiracy — Unlawful means]
[Tort — Conversion]
[Tort — Misrepresentation — Fraud and deceit]

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Wu Chong
v
Ong Bee Hong and others

[2026] SGHC 222

General Division of the High Court — Originating Claim No 91 of 2026
Kristy Tan J
24–25, 29–30 September, 1, 19 October 2026

22 October 2026

Judgment reserved.

Kristy Tan J:

Introduction

1 HC/OC 91/2026 (“OC 91”) concerns a dispute over the sale of a Ferrari (model 296 GTB PHEV) (“Ferrari”).¹

Facts

The parties

2 The claimant, Mr Wu Chong (also known as Fed) (“Wu”), is a car dealer operating via a sole proprietorship known as Allmotoring.sg (“Allmotoring”).²

¹ See, *eg*, Agreed Bundle of Documents dated 10 September 2026 (“AB”) at p 78 for the model of the Ferrari.

² Statement of Claim (Amendment No 1) filed on 25 September 2026 (“SOC”) at para 1; Defence and 1st Defendant’s Counterclaim (Amendment No 2) filed on 29 September 2026 (“D&CC”) at para 1.

It was common ground that Wu was a co-owner of 20% of the Ferrari.³ According to Wu and one Mr Toh Wee Keong (also known as Trevor) (“Toh”), Toh owned the other 80% of the Ferrari.⁴ Wu and Toh attested that Toh had authorised Wu to sell the Ferrari and to commence OC 91 against the defendants.⁵

3 The first defendant, Mr Ong Bee Hong (also known as Max) (“Ong”), was a car dealer operating via a sole proprietorship known as Trusty Leasing (“Trusty”).⁶

4 The second defendant, Mr Lim Soon Heng Terence (“Lim”), is the sole shareholder and director of Orizon Motorcycles Pte Ltd (“Orizon”).⁷ Orizon is in the business of motor vehicle trading.⁸

5 The third defendant, Ms Pee Hwee Kim (“Pee”), is Ong’s girlfriend.⁹

³ Claimant’s Lead Counsel Statement (Amended) dated 26 August 2026, Part Two: List of Issues, Section I – Proposed Common Ground between Parties (“Non-Issues”) and Defendants’ Lead Counsel Statement dated 26 August 2026, Part Two: List of Issues, Section III – Common Ground between Parties (“Non-Issues”) (together, “Undisputed Main Facts Table”), s/n 2.

⁴ Affidavit of evidence-in-chief (“AEIC”) of Wu Chong filed on behalf of the claimant dated 26 May 2026 (“Wu’s AEIC”) at para 5; AEIC of Toh Wee Keong filed on behalf of the claimant dated 26 May 2026 (“Toh’s AEIC”) at para 7.

⁵ Wu’s AEIC at para 6; Certified transcript of trial on 25 September 2026 (“Tpt 25 Sep 2026”) at pp 71:23–72:9; Toh’s AEIC at para 2; Certified transcript of trial on 29 September 2026 (“Tpt 29 Sep 2026”) at p 115:20–22.

⁶ SOC at para 3; D&CC at para 3.

⁷ AB at pp 24–26.

⁸ AEIC of Lim Soon Heng Terence filed on behalf of the defendants dated 26 May 2026 (“Lim’s AEIC”) at para 1.

⁹ SOC at para 5; D&CC at para 5.

The Orange Lamborghini, White Lamborghini and Bentley

6 In early 2024, Wu and Ong agreed for Wu to import a white Lamborghini Urus (“White Lamborghini”) for Lim and an orange Lamborghini Urus (“Orange Lamborghini”) for Ong.¹⁰

7 It was common ground that Ong paid Wu \$300,000 towards the purchase of the Orange Lamborghini, which was ultimately not imported for Ong (“aborted Orange Lamborghini transaction”).¹¹ According to Wu, the transaction was aborted due to Ong’s lack of funds “to top up his [\$]300,000”.¹² According to Ong, Wu informed Ong around January 2025 that Wu was unable to proceed with the transaction because Wu had been arrested for “the under-declaration of imported vehicles” and could no longer import cars.¹³ Wu admitted that he had been so arrested and could no longer import cars, but disagreed that this was the reason for the aborted Orange Lamborghini transaction.¹⁴

8 It was common ground that the White Lamborghini was successfully procured by December 2024.¹⁵ Wu alleged that Ong “handled the transaction for the import of [Lim’s White Lamborghini] from January to December 2024 and eventually utilized [\$]100,000 from the [\$]870,000 sale proceeds of this vehicle to partially reimburse himself [*ie*, Ong] the [\$]300,000 credit that [Ong]

¹⁰ Wu’s AEIC at paras 11 and 12; AEIC of Ong Bee Hong filed on behalf of the defendants dated 26 May 2026 (“Ong’s AEIC”) at paras 8–10.

¹¹ Undisputed Main Facts Table at s/ns 3 and 4.

¹² Wu’s AEIC at para 13.

¹³ Ong’s AEIC at para 16.

¹⁴ Tpt 25 Sep 2026 at p 14:10–23.

¹⁵ Wu’s AEIC at para 15; Ong’s AEIC at para 11.

deposited with [Wu] to import [the Orange Lamborghini]”.¹⁶ Ong denied this alleged set-off.¹⁷

9 In or around March 2024, Ong asked Wu to import a used Bentley Bentayga (“Bentley”).¹⁸ Wu alleged that Ong “handled the transaction for this import and eventually utilized [\$]200,000 from the [\$]758,000 sale proceeds of this vehicle to reimburse himself [*ie*, Ong] in or about February 2025 the remainder of the [\$]300,000 deposit that [Ong] placed with [Wu] to import the [Orange Lamborghini]”.¹⁹ Ong denied this alleged set-off.²⁰

The Ferrari

10 According to Toh, on or around 16 November 2023, he had purchased the Ferrari from Wu through Allmotoring for a total of \$900,000.²¹ Payment of the \$900,000 purchase price was supposed to be made by way of \$225,000 in cash (which Toh did pay), a \$500,000 bank loan secured by Toh (which was never disbursed²²) and a further \$175,000 to be paid upon registration of the Ferrari to Toh.²³

11 On or around 6 February 2024, Wu (through Allmotoring) imported the Ferrari into Singapore for the sum of \$85,800.²⁴

¹⁶ Wu’s AEIC at para 15.

¹⁷ Ong’s AEIC at para 19.

¹⁸ Wu’s AEIC at para 16.

¹⁹ Wu’s AEIC at para 16.

²⁰ Ong’s AEIC at para 21.

²¹ Toh’s AEIC at para 5.

²² Tpt 29 Sep 2026 at p 132:2–17.

²³ Toh’s AEIC at para 6.

²⁴ AB at pp 69–70; Tpt 29 Sep 2026 at p 86:4–9.

12 Toh and Wu subsequently agreed that, instead of Toh paying the further sum of \$175,000, Wu would take up a 20% share in the Ferrari with Toh retaining an 80% share.²⁵ The Ferrari was not, however, registered at that time.²⁶

13 On or around 10 January 2025, Toh decided to sell the Ferrari and asked Wu to market it. Toh’s initial target price for the Ferrari was \$980,000.²⁷

14 It was common ground that, on or around 13 January 2025, Wu informed Ong that he (*ie*, Wu) wished to sell the Ferrari and asked Ong to assist to look out for potential buyers.²⁸ According to Wu, Wu also told Ong that Wu wished to sell the Ferrari for between \$920,000 and \$980,000.²⁹ This was not admitted by Ong.³⁰

15 According to Wu, on or around 15 January 2025, Ong told Wu over a call that Ong had found a buyer for the Ferrari for \$920,000, and Wu asked Ong to procure a deposit from the buyer to secure the sale.³¹ Ong did not admit that these matters transpired.³² The WhatsApp history between Wu and Ong on 15 January 2025 shows a 26-second voice call from Wu to Ong at 2.36pm, a text message from Wu to Ong at 2.42pm stating “Okay he say okay on”, a text message from Wu to Ong at 3.49pm stating “trevor ask can give deposit cos he

²⁵ Toh’s AEIC at paras 7–8.

²⁶ Tpt 29 Sep 2026 at p 132:9–17.

²⁷ Toh’s AEIC at para 10.

²⁸ Wu’s AEIC at para 22; Ong’s AEIC at para 22; Certified transcript of trial on 30 September 2026 (“Tpt 30 Sep 2026”) at p 49:12–18.

²⁹ Wu’s AEIC at para 22.

³⁰ D&CC at para 8.

³¹ Wu’s AEIC at para 23.

³² D&CC at para 9.

buying car”, and a voice message from Ong to Wu at 4.18pm (no recording disclosed).³³

16 On 18 January 2025, Ong sent Wu the following WhatsApp text message at 2.45pm:³⁴

For my own record purpose
Since day 1
Deposit
M4. 80k
Urus. 380k
Bentayga 100k
Mine car 320k
Total. 880k
U return me 20k
Left. 860k
M4 close case passed u cheque 80k cash 180k left spare key &
booklet
Urus transfered all money with me
Bentayga still outstanding
For My own car have 300k cash with you.

Wu replied to Ong at 3.07pm stating: “I knew u paid \$860z Does not mean u have \$860k with me cos we transfer vitas m4 & urus to buyer” and “This u must remember not \$860 in my pocket”.³⁵ Ong replied to Wu at 3.08pm stating: “Yes. I understood”.³⁶

³³ AB at p 60.

³⁴ AB at p 61.

³⁵ AB at p 62.

³⁶ AB at p 62.

17 According to Wu, on or around 20 January 2025, Ong told Wu over a call that Ong would pay Wu the sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale of the Ferrari to the ultimate buyer, and Ong asked Wu to prepare (a) a “sale agreement from [Allmotoring] to Trusty” showing the sale price of the Ferrari as \$250,000 (car body only excluding all taxes) and (b) a “sale agreement from [Trusty] to Orizon” showing the sale price of the Ferrari as \$260,000 (car body only excluding all taxes) and to stamp and sign both agreements on Ong’s behalf.³⁷ The WhatsApp history between Wu and Ong on 20 January 2025 shows a six-minute voice call from Wu to Ong at 9.20pm, and a text message from Ong to Wu at 9.36pm stating:³⁸

296 GTB [*ie*, the Ferrari]

U invoice me 250k

I invoice 260k

Bentayga [*ie*, the Bentley]

U invoice me?

I invoice up 10k

Give me bentayga figure

Ong admitted only that there were discussions between Wu and Ong regarding the preparation of the two sales agreements and that Ong had requested Wu to stamp and sign those agreements.³⁹

³⁷ Wu’s AEIC at para 25.

³⁸ AB at p 63.

³⁹ D&CC at para 11.

18 According to Toh, on or around 21 January 2025, Wu informed Toh that Wu had found a buyer through a dealer, Ong, for the Ferrari at a sale price of \$920,000.⁴⁰ Toh agreed to the proposed sale.⁴¹

19 According to Ong, however, on or around 21 January 2025, Wu and Ong reached an agreement over a WhatsApp voice call for Wu to transfer the Ferrari to Ong in partial settlement of the \$300,000 debt that Wu owed Ong in respect of the aborted Orange Lamborghini transaction.⁴² For the purpose of this settlement, the Ferrari was “transferred in a body-only condition” and “invoiced at [\$]250,000”.⁴³

20 According to Wu, on 21 January 2025, Ong asked Wu over a call to (a) prepare a cargo permit, log card and bill of lading to facilitate Orizon’s application for a car loan on behalf of its customer, the ultimate buyer of the Ferrari; (b) prepare a receipt from Allmotoring to Orizon showing that Orizon had paid Allmotoring in full for the Ferrari to facilitate Orizon’s application for a car loan on behalf of the ultimate buyer; and (c) facilitate the transfer of the vehicle approval code (“VAC”) for the Ferrari to Orizon to enable Orizon to register the ultimate buyer as the new owner of the Ferrari.⁴⁴

21 The WhatsApp history between Wu and Ong on 21 January 2025 shows a six-minute voice call from Ong to Wu at 8.35pm, a text message from Ong to Wu at 8.50pm stating “296[,] BL[,] Cargo Clarence[,] Log card[,] All send me[,]

⁴⁰ Toh’s AEIC at para 11.

⁴¹ Toh’s AEIC at para 12.

⁴² Ong’s AEIC at para 23.

⁴³ Ong’s AEIC at para 40.

⁴⁴ Wu’s AEIC at para 26.

Apply loan”, text messages from Ong to Wu at 9.39pm asking for “Vac transfer” to Orizon, and a text message from Ong to Wu at 9.43pm asking for the full payment receipt to be issued to Orizon.⁴⁵

22 It was common ground that, on or around 21 January 2025, Wu sent a copy of the cargo permit and log card for the Ferrari to Ong.⁴⁶

23 It was common ground that, on or around 22 January 2025, Wu prepared and sent to Ong (a) a sales agreement dated 20 January 2025 for the sale by Allmotoring to Trusty of the Ferrari (car body only) for the sum of \$250,000⁴⁷ (“\$250k Sales Agreement”); and (b) a sales agreement dated 21 January 2025 for the sale by Trusty to Orizon of the Ferrari (car body only) for the sum of \$260,000⁴⁸ (“\$260k Sales Agreement”).⁴⁹ Wu’s counsel confirmed Wu’s position that the \$250k Sales Agreement was a genuine sales agreement⁵⁰ and Wu himself attested that the \$250k Sales Agreement was a legally binding agreement.⁵¹

24 It was common ground that, on or around 22 January 2025, Wu prepared and sent to Ong a receipt from Allmotoring to Orizon dated 21 January 2025

⁴⁵ AB at pp 64 and 66.

⁴⁶ Wu’s AEIC at para 27; SOC at para 13; D&CC at para 13.

⁴⁷ AB at p 71.

⁴⁸ AB at p 72.

⁴⁹ Wu’s AEIC at para 28; SOC at para 14; D&CC at para 14.

⁵⁰ Tpt 25 Sep 2026 at p 4:2–15.

⁵¹ Tpt 25 Sep 2026 at p 57:7–10.

stating that Allmotoring had “sold” the Ferrari to and had “received full payment” from Orizon⁵² (“21 Jan 2025 Receipt”).⁵³

25 On 22 January 2025, Orizon and Pee entered into a Buyer’s Vehicle Sales and Purchase Agreement for Orizon to sell the Ferrari to Pee for an “On The Road Price Excl Insurance” of \$580,000.⁵⁴

26 It was common ground that, on or around 23 January 2025, Wu sent a copy of the bill of lading for the Ferrari to Ong.⁵⁵

27 It was common ground that, on or around 23 January 2025, Wu procured Privilege Motors Pte Ltd (which had held the VAC for the Ferrari on Wu and Toh’s behalf) to transfer the VAC for the Ferrari to Orizon.⁵⁶ Wu contemporaneously notified Ong of the VAC transfer.⁵⁷

28 Wu alleged that, on 23 January 2025, Wu met Ong and showed Ong two spreadsheets which Ong took photographs of:⁵⁸

- (a) A spreadsheet in respect of the White Lamborghini transaction (“White Lamborghini Spreadsheet”), which purported to show that Ong owed Wu \$117,428 in respect of the White Lamborghini transaction; this amount was set off against \$100,000 of the \$300,000 Ong had

⁵² AB at p 73.

⁵³ Wu’s AEIC at para 29; SOC at para 15; D&CC at para 15.

⁵⁴ Lim’s AEIC at para 11; AB at p 107.

⁵⁵ Wu’s AEIC at para 30; SOC at para 16; D&CC at para 16.

⁵⁶ AB at pp 77–78; Tpt 29 Sep 2026 at pp 15:8–13 and 29:15–30:5.

⁵⁷ Wu’s AEIC at para 31; SOC at para 17; D&CC at para 17.

⁵⁸ Tpt 25 Sep 2026 at pp 29:9–23 and 33:6–15; Tpt 29 Sep 2026 at p 94:2–22.

deposited with Wu in respect of the aborted Orange Lamborghini transaction; and the balance owed by Ong to Wu in respect of the White Lamborghini transaction was \$17,428.⁵⁹

(b) A spreadsheet in respect of the Bentley transaction (“Bentley Spreadsheet”), which purported to show that Ong owed Wu \$314,194 in respect of the Bentley transaction; this amount was set off against \$200,000 of the \$300,000 Ong had deposited with Wu in respect of the aborted Orange Lamborghini transaction; and the balance owed by Ong to Wu in respect of the Bentley transaction was \$114,194.⁶⁰

Ong denied that the White Lamborghini Spreadsheet was shown to him as alleged by Wu.⁶¹ Ong was not questioned in cross-examination about the Bentley Spreadsheet.

29 It was common ground that, on or around 27 January 2025, Wu delivered the Ferrari to a house along Jalan Tani (“Jalan Tani Property”), which was Lim’s residence.⁶² According to Wu, he had done so because he felt “pressured” by Ong’s requests on 25 and 27 January 2025 to deliver the Ferrari to the ultimate buyer’s residence at the Jalan Tani Property; Wu did not know that that was Lim’s residence.⁶³ Ong admitted only to having asked Wu to deliver the Ferrari to the Jalan Tani Property.⁶⁴ The WhatsApp history between Wu and Ong on 25 January 2025 shows two text messages from Ong to Wu at

⁵⁹ AB at p 29.

⁶⁰ AB at p 45; Tpt 25 Sep 2026 at p 33:6–15.

⁶¹ Tpt 30 Sep 2026 at p 37:6–13.

⁶² Undisputed Main Facts Table at s/n 7.

⁶³ Wu’s AEIC at paras 32–33.

⁶⁴ D&CC at paras 18–19.

3.03pm stating “[house number redacted] Jalan Tani ... 296 pull to this address” and “Pls make sure manual booklet charger and 2 keys i side”, and a two-minute voice call from Wu to Ong at 3.18pm.⁶⁵ The WhatsApp history between Wu and Ong on 27 January 2025 shows the following exchange of text messages:⁶⁶

Ong, 10.16am	:	[house number redacted] Jalan Tani s[postal code redacted] 296 send to this address Pls make sure manual booklet, charger and 2 keys inside
Ong, 10.29am	:	That time got tell you he Before new year he want to drive.
Wu, 11.28am	:	But no payment nothing.
Wu, 11.28am	:	No deposit nothing also
Ong, 11.32am	:	Actually is we bid coe one ma I ask him coe The coe 10k consider deposit already ma. He want drive before cny But now seems like cannot register in time But at least car put there show we got deliver what I promise him Once after cny over office start working straight settle the rest
Ong, 11.32am	:	Bro this is 2 separate transaction u don't worry
Ong, 11.33am	:	Now all close already cannot do anything
Ong, 11.33am	:	U know better than anyone
Ong, 11.33am	:	I settle don't worry

⁶⁵ AB at p 79.

⁶⁶ AB at p 80.

30 On or around 27 January 2025, Toh planned to meet Wu to collect the Ferrari sale proceeds but Wu informed Toh that the dealer, Ong, had not provided any deposit.⁶⁷

31 On 3 February 2025, Wu sent Ong a WhatsApp text message at 12.00pm asking “How the process”.⁶⁸ Wu attested that he was demanding the Ferrari sale proceeds.⁶⁹ Ong sent Wu a WhatsApp text message at 12.30pm in reply, stating: “Finance not open yet. Will update accordingly”.⁷⁰

32 On or around 5 February 2025, Toh informed Wu that Toh wanted to cancel the deal as Toh had still not received a single cent from the sale of the Ferrari.⁷¹

33 According to Wu, on or around 5 February 2025, Wu informed Ong over a call that Toh had changed his mind about selling the Ferrari due to Ong’s non-payment to date. Ong apparently told Wu off and exclaimed that the sale of the Ferrari was a “done deal”.⁷² The WhatsApp history between Wu and Ong on 5 February 2025 shows the following exchange of text messages:⁷³

Wu, 2.24pm	:	Bro don’t misunderstand. I not angry or anything. But u need help me. If not my financial got issue
Ong, 2.56pm	:	Sometime do things care about me also Abit say take back car

⁶⁷ Toh’s AEIC at paras 13–14.

⁶⁸ AB at p 83.

⁶⁹ Wu’s AEIC at para 37.

⁷⁰ AB at p 83.

⁷¹ Toh’s AEIC at para 15.

⁷² Wu’s AEIC at para 38.

⁷³ AB at p 84.

I tell people I how to face people
Ong, 2.56pm : If can help I sure help
U forget I help u before
I don't ask for anything in return one

34 A few days after 4 February 2025, Wu towed the Ferrari back from the Jalan Tani Property to attend to certain repairs to the car.⁷⁴

35 On 11 February 2025, Orizon issued an invoice to WSJ Credit Pte Ltd (“WSJ”) (for the account of Pee) in respect of the Ferrari, which stated a selling price of \$580,000 comprising a downpayment of \$232,000 and a loan amount of \$348,000.⁷⁵ Orizon did so, and also transferred the VAC to WSJ, so that Pee could secure a car loan from WSJ.⁷⁶

36 On 11 February 2025, Pee entered into a hire purchase agreement with WSJ for a loan of \$348,000 for the Ferrari (“WSJ loan”).⁷⁷

37 It was common ground that, on 11 February 2025, the Ferrari was registered in Pee’s name, with Pee using her SingPass to effect the registration.⁷⁸

38 Ong attested that he had arranged for the Ferrari to be registered in Pee’s name as he was formerly a bankrupt and it was easier for financing to be obtained under her name.⁷⁹ Ong attested that he was responsible for and paid all

⁷⁴ Tpt 29 Sep 2026 at p 64:12–20.

⁷⁵ Lim’s AEIC at para 12; AB at p 106.

⁷⁶ Lim’s AEIC at para 12.

⁷⁷ AEIC of Pee Hwee Kim filed on behalf of the defendants dated 26 May 2026 (“Pee’s AEIC”) at para 9; AB at pp 110–128.

⁷⁸ Undisputed Main Facts Table at s/n 8.

⁷⁹ Ong’s AEIC at para 30.

the instalments for the WSJ loan during the time the Ferrari was registered in Pee's name as the Ferrari was actually his.⁸⁰

39 Wu attested that (a) he did not know until 14 March 2025 that the Ferrari had been registered (see [49] below),⁸¹ and (b) he did not know until 19 March 2025 that Pee had been registered as the Ferrari's owner (see [52] below).⁸²

40 According to Wu, on or around 16 February 2025, Wu again asked Ong over a call for payment of the Ferrari sale proceeds but Ong gave the excuse that there were some minor defects in the Ferrari that Ong wanted Wu to first repair.⁸³ The WhatsApp history between Wu and Ong on 16 February 2025 shows a seven-minute voice call from Ong to Wu at 4.21pm, and a text message from Ong to Wu at 6.13pm asking for minor repairs to be made.⁸⁴

41 On or around 28 February 2025 (and subsequently on 6, 18 and 27 March 2025), Toh chased Wu for payment and updates.⁸⁵

42 According to Ong, in around late February 2025, Wu told Ong that Wu and Toh had fallen out, and that Wu needed to either take back the Ferrari or be paid \$900,000 for the Ferrari by Ong.⁸⁶

⁸⁰ Ong's AEIC at para 32.

⁸¹ Wu's AEIC at para 45.

⁸² Wu's AEIC at para 47.

⁸³ Wu's AEIC at para 40.

⁸⁴ AB at p 85.

⁸⁵ Toh's AEIC at paras 17–18.

⁸⁶ Tpt 30 Sep 2026 at pp 71:13–25 and 78:19–79:21.

43 According to Wu, on or around 28 February 2025, Wu chased Ong over a call for payment of the Ferrari sale proceeds. Ong apparently assured Wu that Ong had already collected a \$200,000 deposit from the buyer and that Ong would pay Wu the sale proceeds once the Ferrari was registered to the buyer.⁸⁷ The WhatsApp history between Wu and Ong on 28 February 2025 shows the following exchange of text messages, followed by a three-minute voice call from Ong to Wu at 12.15pm.⁸⁸

Wu, 10.26am	:	Can loan me \$15k to pay duty for Ferrari. Fund not back yet
Wu, 10.26am	:	TT to company. Need pay by today
Ong, 12.08pm	:	I also waiting Bentley money. I long ago finish cash. Bentley got delay. He overseas. Ferrari got ready money (like M4 style) told u already but u don't want listen I can't do anything. Actually which car money got different meh? I also need pass u all the money for my car
Ong, 12.10pm	:	Just pull over i collect 200 already but workshop keep delay.
Wu, 12.14pm	:	Loan me some to settle today deadline first then next week settle

44 According to Wu, in end-February 2025, Wu paid the customs duty for the Ferrari.⁸⁹

45 On 3 March 2025, Wu sent the Ferrari back to the Jalan Tani Property.⁹⁰

⁸⁷ Wu's AEIC at para 41.

⁸⁸ AB at p 86.

⁸⁹ Tpt 29 Sep 2026 at p 28:16–20.

⁹⁰ Tpt 29 Sep 2026 at pp 64:21–65:10.

46 According to Wu, on or around 5 March 2025, Ong pressured Wu when they met at Sultan Plaza at around 9.15pm for the spare car key of the Ferrari and again lied to Wu that Ong would pay the Ferrari sale proceeds once the car was registered to the buyer.⁹¹ The WhatsApp history between Wu and Ong on 5 March 2025 shows them arranging at around 9.09pm to meet at Sultan Plaza.⁹²

47 According to Wu, on or around 13 March 2025, Wu spoke to Ong over the phone about repairs to the Ferrari and told Ong that Wu would be sending Ong “the sale agreement for [\$]920,000”.⁹³ The WhatsApp history between Wu and Ong on 13 March 2025 shows a seven-minute voice call from Ong to Wu.⁹⁴

48 It was common ground that, on 14 March 2025, Wu sent Ong via WhatsApp at 12.43pm a copy of a sales agreement dated 20 January 2025 for the sale by Allmotoring to Trusty of the Ferrari (car body including registration fee) for the sum of \$920,000⁹⁵ (“\$920k Sales Agreement”).⁹⁶

49 According to Wu, on 14 March 2025, Wu also discovered that Ong had already caused the Ferrari to be registered on 11 February 2025 with a car loan from WSJ.⁹⁷ The WhatsApp history between Wu and Ong shows the following exchange of text messages from 1.11pm on 14 March 2025 to 5.42am on 15 March 2025:⁹⁸

⁹¹ Wu’s AEIC at para 42.

⁹² AB at p 86.

⁹³ Wu’s AEIC at para 43.

⁹⁴ AB at p 91.

⁹⁵ AB at p 98.

⁹⁶ AB at p 92; Wu’s AEIC at para 44; Tpt 29 Sep 2026 at pp 31:16–33:6.

⁹⁷ Wu’s AEIC at para 45.

⁹⁸ AB at p 92.

Wu, 1.11pm : 296 when can collect payment

Wu, 1.18pm : [screenshot forwarded] Already registered

Wu, 1.19pm : Car already registered 1 month.

Wu, 2.21pm : Bro I need cash flow. I like that very jam ppl chase me payment

...

Ong, 10.31pm : I in club

Ong, 10.31pm : Very noisy

Wu, 10.31pm : Tmr meet me

Wu, 10.31pm : Being cheque book

Wu, 10.32pm : Ferrari settle

Wu, 10.32pm : I need help pls

Wu, 10.32pm : Don't drag I can't tahan

Wu, 10.36pm : Bro can reply me a time – don't drag

Ong, 10.37pm : Ferrari the programming thing how?

Wu, 10.38pm : Bro I arrange parts. U can't take & then don't pay me

Wu, 10.39pm : I say settle I do

Wu, 10.39pm : We do things steady. Reputation more important

Wu, 10.40pm : U collect \$ le I shall pass me not keep urself. I am suffering u don't know my problem

Ong, 10.40pm : When did I take your things and don't pay u

Wu, 10.40pm : Meet me tmr pls [emojicons]

Wu, 10.40pm : Settle the Ferrari

Ong, 10.40pm : U better watch your words

Wu, 10.41pm : I mean not drag my payment

Ong, 10.41pm : I now operating hours. Very busy now

Talk tomorrow

Wu, 10.41pm : U know I am right. U also must think for me.

Wu, 10.41pm : Tell me a time time. When u want meet me
I meet u immediately.

Wu, 10.41pm : Bro I need ur help. I am facing stress.

Wu, 10.42pm : 3pm – 4pm a time

Wu, 10.43pm : Ferrari \$600k with u. U don't meet me. If u
in my shoe how u feel. Trust bro

Wu, 10.44pm : The \$ is pay ppl. Don't drag my side. I jia
luck

Wu, 10.45pm : 3-4pm can meet?

Wu, 10.52pm : So many years brotherhood. I trust u 200%.
We do things steady bro. Programming I
settle. The \$600k u need pass me fast I
need pay Trevor. Cannot drag me

Wu, 12.12am : We change position think. If u suppose to
get payment from me. I suppose to pass u.
I say I not free for many days & don't give a
time to meet u. How u feel in my shoe. I am
not say ahve many \$ can tahan. That to pay
ppl settle problem

Ong, 12.15am : I tell u I operation hour now.

Busy

Stop bomb my text

Wu, 2.34am : Yes I know. Think in my shoe. That \$ I need
return ppl. Cannot drag.

Ong, 5.39am : U talk so much [expletive] tomorrow u ask
your people come talk together

Ong, 5.40am : Who the [expletive] is your people

Ong, 5.40am : Tomorrow show me

Ong, 5.42am : Now i free already

50 According to Wu, on or around 16 March 2025, Wu confronted Ong at the Pan Pacific hotel about “the secretive registration of the Ferrari”. Ong

apparently “pretended and claimed he did not understand how Orizon ... could have already registered the Ferrari”.⁹⁹

51 According to Wu, on or around 19 March 2025, Wu offered to send the Ferrari to the workshop to repair its on-board unit but Ong turned down Wu’s offer via a WhatsApp voice message with the excuse that Ong would do so himself as he wanted to be seen working by the ultimate buyer.¹⁰⁰ The WhatsApp history between Wu and Ong on 19 March 2025 shows the following exchange of text messages from 1.20pm to 1.21pm and voice messages (the transcription of which was undisputed) from 1.22pm to 2.32pm:¹⁰¹

Ong, 1.20pm	:	I later bring car go do obu [ie, on-board unit]
Wu, 1.21pm	:	I mean a Bentley? Got issue Obu?
Ong, 1.21pm	:	296
Wu, 1.22pm	:	okay, 296. eh do you want me ask staff to settle? or you settle 296, I will settle the Bentley first. I’ve asked the workshop to call him now to check whether he wants us to deliver the car or if he prefers to collect it himself after it’s ready.
Ong, 1.23pm	:	No need, I will send myself, I want to show him I got do my job scoop.
Wu, 1.27pm	:	eh I confused, u said 296 u settle correct? Bentley I ask my uncle to handle correct? If not I have confusion
Ong, 2.32pm	:	Yaya, you settle bentley I settle 296.

⁹⁹ Wu’s AEIC at para 46.

¹⁰⁰ Wu’s AEIC at para 47.

¹⁰¹ AB at p 93.

52 According to Wu, later in the evening of 19 March 2025, he saw a copy of the Land Transport Authority vehicle registration details¹⁰² and learned for the first time that the registered owner of the Ferrari was Pee.¹⁰³

53 It was common ground that, sometime in March 2025 (on 30 March 2025, according to Wu¹⁰⁴), a call took place between Wu and Ong, which Wu recorded and the contents of which were as set out in the following transcript of the call provided by Wu:¹⁰⁵

Wu : hey, ok, then another thing the payment can you arrange some, Trevor have been chasing me

Ong : en en, okay

Wu : You help me leh, there own a lot, eh! but actually not so much moneis, cos I count, the car registration fee you paid lesser to LTA. You will get penalty from LTA. The amount u paid \$320k+ is wrong, the fee shall be \$355k.cos u pay less (explain \$920 less \$350k+ u need pay me \$550 to \$550k+ only) no need so much.

Ong : en

Wu : But then lta will claim back the difference and a fine of \$32 dollars. I need made know to you

Ong : \$32 dollar?

Wu : \$32 fine, fine! when you register you declare wrong, anything if u declare lower on arf they will fine you \$32 but they wont charge you. Just fine you and ask you top up. Cos the amount you key in is \$91250, actually is \$101100. Because system auto generate so its not your fault. arh

Ong : arh.

Wu : so total amount \$920 less \$355k, payable is \$550k something, then I need faster settle with trevor cos he

¹⁰² AB at pp 87–89.

¹⁰³ Wu’s AEIC at para 47.

¹⁰⁴ Tpt 29 Sep 2026 at p 39:2.

¹⁰⁵ AB at p 99; Tpt 29 Sep 2026 at pp 37:1–40:22; Tpt 30 Sep 2026 at pp 18:7–20:15.

gave me pressured, that day he msg me, ask car can park at his house a not, walau I dunno how to say car park at his house. I am jam.

Ong : en.

54 According to Wu, on or around 31 March 2025, Wu performed a business profile search on Orizon and learned that Lim was the sole director of Orizon and that Lim’s residential address was that of the Jalan Tani Property.¹⁰⁶ Wu attested that this was when the alleged conspiracy between Ong, Lim and Pee “fell into place for [Wu]”.¹⁰⁷

55 It was common ground that, on or around 1 April 2025, Wu sent Ong an invoice from Allmotoring to Trusty dated 30 March 2025 for the sum of \$563,345, being \$920,000 less what Wu calculated to be \$356,655 in fees and taxes paid by Ong (“30 Mar 2025 Invoice”).¹⁰⁸ It was common ground that Ong had paid more than \$300,000 in fees, taxes and related expenses to make the Ferrari “roadworthy”;¹⁰⁹ Ong put the figure at \$328,043.¹¹⁰

56 According to Wu, between April and July 2025, Ong “stopped pretending that he had sold the Ferrari to a genuine buyer”. Instead, Ong apparently contended that Wu owed Ong money on the transactions for the White Lamborghini and Bentley, which Wu disputed.¹¹¹

¹⁰⁶ Wu’s AEIC at para 49.

¹⁰⁷ Wu’s AEIC at para 49.

¹⁰⁸ AB at p 101; SOC at para 31; D&CC at para 31.

¹⁰⁹ SOC at para 31; Tpt 30 Sep 2026 at pp 101:24–104:11.

¹¹⁰ Ong’s AEIC at para 29.

¹¹¹ Wu’s AEIC at para 57.

57 Between April 2025 and March 2026, Wu made payments to Toh totalling \$225,000 (*ie*, the total of Toh’s cash outlay on the Ferrari (see [10] above)).¹¹²

58 On 14 October 2025, Pee sold the Ferrari to Atoll Discovery Pte Ltd (“Atoll”) for \$878,000.¹¹³ The outstanding WSJ loan was redeemed by Atoll (through Speedo Capital Pte Ltd (“Speedo”)),¹¹⁴ and the net sale proceeds of \$557,946.62 were sent to Pee’s bank account.¹¹⁵ Of that sum, Pee transferred \$400,000 to Ong and retained the balance \$157,946.62 to partially set off a personal loan of \$180,000 owed by Ong to Pee.¹¹⁶

The parties’ cases

The claimant’s claims

59 Wu advanced five causes of action.

60 **First**, Wu pleaded a claim in the tort of deceit against Ong.

61 As pleaded in the Statement of Claim (Amendment No 1) (“SOC”), this claim was based on Ong’s alleged “representations as set out in paragraphs 9 to 12 [of the SOC]”.¹¹⁷ Paragraphs 9 to 12 of the SOC set out a sequence of alleged communications between Ong and Wu, with some communications expressly

¹¹² Toh’s AEIC at para 21.

¹¹³ AB at p 104.

¹¹⁴ AB at pp 130 and 131.

¹¹⁵ Ong’s AEIC at para 37; Pee’s AEIC at para 15; AB at p 109.

¹¹⁶ Ong’s AEIC at para 37; Pee’s AEIC at para 16.

¹¹⁷ SOC at paras 20 and 21.

characterised as “request[s]” and not representations by Ong.¹¹⁸ The only obvious representations pleaded were that:

- (a) on or around 15 January 2025, Ong orally represented to Wu that Ong had found a buyer for the Ferrari for \$920,000 (at para 9 of the SOC) (“first Representation”); and
- (b) on or around 20 January 2025, Ong orally represented to Wu that Ong would pay Wu the Ferrari sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale to the ultimate buyer (at para 11 of the SOC) (“second Representation”).

The first and second Representations were identified in Wu’s closing submissions as alleged misrepresentations on which Wu premised his case.¹¹⁹

62 However, in Wu’s closing submissions, he further alleged that Ong had made a *third* misrepresentation on 25 January 2025, 27 January 2025 and 3 March 2025 that the ultimate buyer’s residence was at the Jalan Tani Property (“third Representation”, and together with the first and second Representations, “Representations”).¹²⁰ The third Representation was *not* pleaded in paras 9 to 12 of the SOC. Instead, it was pleaded in paras 18 and 19 of the SOC, respectively, that “[o]n or about 25 January 2025, [Ong] persuaded [Wu] orally over the telephone to deliver the Ferrari to the ultimate buyer’s residence at [the Jalan Tani Property] ...” and “[o]n or about 27 January 2025, [Ong] repeatedly tried

¹¹⁸ See, eg, SOC at paras 10 and 12.

¹¹⁹ Claimant’s Closing Submissions dated 19 October 2026 (“CCS”) at paras 28(a) and 28(b).

¹²⁰ CCS at para 28(c).

to communicate and convince [Wu] via texts and telephone conversation to deliver the Ferrari to the ultimate buyer's residence at [the Jalan Tani Property] ...".

63 Wu pleaded that "each of the representations at paragraphs 9 to 12 [of the SOC]" were untrue¹²¹ and that Ong made "the representations set out in paragraphs 9 to 12 [of the SOC]" knowing they were false, or recklessly, not caring whether they were true or false.¹²²

64 Wu pleaded that he relied on and was induced by Ong's alleged "representations as set out in paragraphs 9 to 12 [of the SOC]" to "carr[y] out all the acts set out in paragraphs 13 to 19 [of the SOC] to facilitate [Ong's] sale of the Ferrari to Orizon[']s ultimate buyer".¹²³ The acts pleaded in paras 13 to 19 of the SOC were that (a) Wu sent Ong copies of the cargo permit, log card, bill of lading and VAC for the Ferrari;¹²⁴ (b) Wu prepared and sent Ong the \$250k Sales Agreement, \$260k Sales Agreement and 21 Jan 2025 Receipt;¹²⁵ and (c) Wu delivered the Ferrari to the Jalan Tani Property on 27 January 2025 ("Transfer Acts").¹²⁶

65 Wu pleaded that "[Wu's] non-breach position [was] that [Wu] would not have carried out the acts to facilitate [Ong's] sale of the Ferrari to Orizon[']s ultimate buyer and the Ferrari would have remained co-owned by [Wu] and

¹²¹ SOC at para 21.

¹²² SOC at para 38.

¹²³ SOC at para 20.

¹²⁴ SOC at paras 13, 16 and 17.

¹²⁵ SOC at paras 14 and 15.

¹²⁶ SOC at para 19.

[Toh] until the opportunity to sell the Ferrari for at least [\$]920,000 arose”.¹²⁷ Wu pleaded that his claim in the tort of deceit was to “recover reliance damages as well as all consequential and incidental losses”.¹²⁸

66 **Second**, Wu pleaded, further or alternatively, reliance on s 2 of the Misrepresentation Act 1967 (2020 Rev Ed) (“MA”) as entitling him to the relief claimed.¹²⁹

67 **Third**, Wu pleaded, further or alternatively, a claim in the tort of conversion against the defendants in (a) “transferring the Ferrari to [Pee] and registering the Ferrari in [Pee’s] name on or about 11 February 2025”;¹³⁰ and/or (b) “selling the Ferrari to Speedo ... for more than [\$]1,000,000 on or about 15 October 2025”.¹³¹ Wu pleaded that “[t]he quantification of the [d]efendants’ conversion is the value of the sale price of the Ferrari for more than [\$]1,000,000 to Speedo ..., less \$356,655 in taxes”.¹³²

68 **Fourth**, Wu pleaded, further or alternatively, a claim in the tort of unlawful means conspiracy against the defendants. Wu pleaded that the defendants had conspired to defraud him through the making of the alleged misrepresentations and inducing him to carry out the acts that facilitated Ong’s sale of the Ferrari to Orizon’s supposed ultimate buyer.¹³³ Wu pleaded (in my view, confusedly and inconsistently) that (a) had the defendants not so

¹²⁷ SOC at para 39; CCS at para 40.

¹²⁸ SOC at para 40.

¹²⁹ SOC at para 41.

¹³⁰ SOC at para 42.

¹³¹ SOC at para 43.

¹³² SOC at para 44.

¹³³ SOC at paras 6–20.

conspired, the sale of the Ferrari to (as pleaded by Wu) Speedo on 15 October 2025 “would have been done on behalf of [Wu]”;¹³⁴ (b) the defendants’ conspiracy “resulted in loss and damage to [Wu] by depriving him and [Toh] of the Ferrari”;¹³⁵ and (c) Wu sought damages “in the nature of compensatory damages”.¹³⁶

69 **Fifth**, Wu belatedly pleaded, further or alternatively, that:¹³⁷

... [Ong] and [Pee], who were facilitated by [Lim], were unjustly enriched by their conversion, misappropriation, sale of the Ferrari and/or retention of the proceeds of the sale. [Ong] and [Pee’s] enrichment was at the expense of [Wu] and was unjust. Paragraphs 2 and 6 to 37 above are repeated.

70 On the face of this single paragraph, it was unclear if Wu intended to plead a standalone claim in unjust enrichment. In any event, no unjust factor was pleaded.

71 In Wu’s closing submissions, he then advanced a claim in unjust enrichment against Ong and Pee, arguing that “there has been a total failure of consideration by reason of Ong’s and Pee’s failure to return the Ferrari to Wu and Ong’s and Pee’s failure to repay the proceeds of the sale of the Ferrari (i.e. [\$]557,946.62) to Wu”.¹³⁸

72 The reliefs sought by Wu were pleaded in a hodgepodge fashion, as follows: (a) the sale price of more than \$1,000,000 less \$356,655 in taxes;

¹³⁴ SOC at para 36.

¹³⁵ SOC at para 45.

¹³⁶ SOC at para 45.

¹³⁷ SOC at para 46.

¹³⁸ CCS at para 86.

(b) alternatively, the sum of \$563,345 set out in the 30 Mar 2025 Invoice; (c) alternatively, the sum of \$920,000 less \$356,655 in taxes; (d) alternatively, such sum as the court deemed fit; (e) alternatively, damages to be assessed; (f) further or alternatively, damages for fraudulent misrepresentation to be assessed; (g) alternatively, damages for misrepresentation under s 2 of the MA to be assessed; (h) alternatively, damages for conversion to be assessed; and (i) damages for conspiracy to be assessed.¹³⁹

The defendants’ defence and the first defendant’s counterclaim

73 The defendants denied Wu’s claims in the tort of deceit, under s 2 of the MA, in the tort of conversion and in the tort of unlawful means conspiracy.¹⁴⁰ Ong further advanced an affirmative defence that, on 21 January 2025, Wu and Ong had orally agreed that Wu would transfer the Ferrari to Ong at a “body-only” sale price of \$250,000 in partial settlement of the sum of \$300,000 owed by Wu to Ong arising from the aborted Orange Lamborghini transaction¹⁴¹ (“Alleged Oral Agreement for Partial Settlement”) (see also [19] above).

74 Ong also brought a counterclaim against Wu. Ong pleaded a claim in unjust enrichment based on a total failure of consideration for the sum of \$300,000 in respect of the aborted Orange Lamborghini transaction.¹⁴² In the light of the Alleged Oral Agreement for Partial Settlement, there remained a

¹³⁹ SOC at p 14.

¹⁴⁰ Defendants’ Closing Submissions dated 19 October 2026 (“DCS”) at para 24.

¹⁴¹ D&CC at para 21.

¹⁴² D&CC at paras 47–48.

sum of \$50,000 due and payable from Wu to Ong.¹⁴³ Alternatively, the sum of \$300,000 remained wholly due and payable from Wu to Ong.¹⁴⁴

The claimant’s defence to the first defendant’s counterclaim

75 In response to Ong’s counterclaim, Wu pleaded that Ong had set off \$100,000 “from the sale proceeds of \$870,000.00 for [the White Lamborghini]” and “[s]ometime in February 2025” set off the remaining \$200,000 “from the sale proceed[s] of \$785,000.00 for [the] Bentley”.¹⁴⁵

Issues to be determined

76 I will address in the following sequence:

- (a) the factual issue, implicated by Wu’s defence to Ong’s counterclaim, of whether Wu and Ong had agreed to set off (i) \$100,000 apparently owed by Ong to Wu in connection with the White Lamborghini transaction and (ii) \$200,000 apparently owed by Ong to Wu in connection with the Bentley transaction, against the sum of \$300,000 that Ong had paid to Wu in respect of the aborted Orange Lamborghini transaction (“Issue 1”);
- (b) Wu’s claim in the tort of deceit, including Ong’s affirmative defence based on the Alleged Oral Agreement for Partial Settlement (“Issue 2”);
- (c) Wu’s claim under s 2 of the MA (“Issue 3”);

¹⁴³ D&CC at paras 49–50 and prayer for relief (2).

¹⁴⁴ D&CC at para 51 and prayer for relief (1).

¹⁴⁵ Defence to Counterclaim filed on 16 March 2026 (“DtoCC”) at para 2.

- (d) Wu’s claim in the tort of conversion (“Issue 4”);
- (e) Wu’s claim in the tort of unlawful means conspiracy (“Issue 5”);
- (f) Wu’s claim in unjust enrichment (“Issue 6”); and
- (g) Ong’s counterclaim (“Issue 7”).

Issue 1: the set-off alleged by Wu

77 Wu’s evidence was essentially that he and Ong had orally agreed at an alleged meeting between them on 23 January 2025 that the sum of \$300,000 paid by Ong to Wu in respect of the aborted Orange Lamborghini transaction would be set off against moneys allegedly owed by Ong to Wu in respect of the White Lamborghini and Bentley transactions, as purportedly reflected in the White Lamborghini and Bentley Spreadsheets which Wu allegedly showed Ong at that alleged meeting (see [28] above). I reject Wu’s evidence for the following reasons.

78 First, I disbelieve Wu’s evidence that he and Ong met on 23 January 2025 and that he showed the White Lamborghini and Bentley Spreadsheets to Ong on 23 January 2025. I also do not accept any suggestion by Wu that Ong ever agreed to the contents of the White Lamborghini and Bentley Spreadsheets. This is because:

- (a) Wu’s allegations in this regard were made only on the stand. Wu never mentioned in his affidavit of evidence-in-chief (“AEIC”) the alleged meeting between him and Ong on 23 January 2025, even though this would have been a critical fact to state in Wu’s AEIC if it were true.

(b) Unlike their meeting at Sultan Plaza which was corroborated by Wu and Ong’s exchange of WhatsApp text messages arranging to meet (see [46] above), there is no evidence of any communications between Wu and Ong regarding meeting on 23 January 2025.

(c) Wu’s allegations on the stand (of a meeting on 23 January 2025 at which Wu and Ong supposedly agreed to the White Lamborghini and Bentley Spreadsheets recording the alleged set-offs) are contradicted by Wu’s pleadings and allegation in his AEIC to the effect that Ong “reimburse[d] himself in or about *February 2025*” [emphasis added] from the Bentley sale proceeds.¹⁴⁶ Wu’s conflicting evidence/positions on when the alleged set-off relating to the Bentley transaction was supposedly effected undermines the veracity of Wu’s case that he and Ong had agreed to the set-offs alleged by Wu.

79 Second, Wu did not substantiate, and it is not evident on the face of the White Lamborghini and Bentley Spreadsheets, how the bulk of the figures stated therein were derived. Wu even admitted in cross-examination that he had not produced the underlying documents for the figures in the White Lamborghini Spreadsheet,¹⁴⁷ and such documentation was also lacking in respect of the Bentley Spreadsheet. The White Lamborghini and Bentley Spreadsheets thus do not establish, in the first place, that Ong owed Wu anything in respect of the White Lamborghini and/or Bentley transactions that was capable of being set off against the sum of \$300,000 paid by Ong to Wu in respect of the aborted Orange Lamborghini transaction.

¹⁴⁶ Wu’s AEIC at para 16; DtoCC at para 2.

¹⁴⁷ Tpt 25 Sep 2026 at p 32:7–11.

80 I therefore find that Wu has not established that the sum of \$300,000 paid by Ong to Wu in respect of the aborted Orange Lamborghini transaction had been set off against moneys allegedly owed by Ong to Wu in respect of the White Lamborghini and Bentley transactions.

Issue 2: Wu’s claim in the tort of deceit

81 The essential elements of the tort of deceit are: (a) a false representation of fact was made; (b) the representation was made with knowledge that it was false, or without belief in its truth, or recklessly, careless whether it be true or false; (c) the representation was made with the intention that it be acted upon by the claimant; (d) the claimant acted upon the false representation; and (e) the claimant suffered damage by so doing (*Panatron Pte Ltd v Lee Cheow Lee* [2001] 2 SLR(R) 435 (“*Panatron*”) at [14]).

Which Representations fall within Wu’s pleaded case

82 In my view, the way Wu pleaded the alleged (mis)representations on which his claims in the tort of deceit and under s 2 of the MA were based was unsatisfactory. Wu pleaded a blanket reference to “representations as set out in paragraphs 9 to 12 [of the SOC]”,¹⁴⁸ but paras 9 to 12 of the SOC set out a sequence of alleged communications between Ong and Wu, many of which could not be said to be in the vein of “representations” made by Ong. For example, at para 10 of the SOC, Wu pleaded that “[o]n or about 20 January 2025, [Ong] requested [Wu] orally over the telephone to pay [Ong] a commission for the sale of the Ferrari”. At para 12 of the SOC, Wu pleaded that “[o]n or about 21 January 2025, [Ong] requested [Wu]” to prepare certain documentation. These requests by Ong could not facially be said to constitute

¹⁴⁸ SOC at paras 20, 21 and 38.

any representations by Ong to Wu. The court was thus left guessing which averments in paras 9 to 12 of the SOC constituted the pleaded (mis)representations undergirding Wu's claims. In this regard, the pleaded representations that could be discerned were the first and second Representations (see [61(a)] and [61(b)] above).¹⁴⁹

83 Wu's opening statement also appeared to allude to (only) the first and second Representations. In a single paragraph addressing what the alleged misrepresentations were, Wu argued as follows:¹⁵⁰

[Wu] submits that [Ong] made false representations of the presence of a buyer for the Ferrari and this was evident through the Whatsapp communications. [Ong] informed of an interested purchaser for the price of S\$920,000 and subsequently gave instructions for the preparation of the relevant sale agreements. [reference omitted]

The "Whatsapp communications" referred to by Wu in the above extract were those reflected in the WhatsApp history between Wu and Ong on 15 January 2025 (see [15] above).¹⁵¹

84 Wu has since confirmed in his closing submissions that his claims are predicated on the first and second Representations.¹⁵² I accept that this position is borne out by Wu's pleadings.

85 However, I do not think it is permissible for Wu to bring his claims in the tort of deceit and under s 2 of the MA based on the third Representation. As explained at [62] above, the third Representation (*viz*, that Ong represented to

¹⁴⁹ SOC at paras 9 and 11.

¹⁵⁰ Claimant's Opening Statement dated 14 September 2026 ("COS") at para 5.7.

¹⁵¹ COS at footnote 4; AB at p 60.

¹⁵² CCS at paras 28(a) and 28(b).

Wu that the ultimate buyer's residence was at the Jalan Tani Property) was *not* pleaded in paras 9 to 12 of the SOC. Nor did Wu's opening statement suggest that the third Representation constituted one of the alleged misrepresentations (see [83] above). The third Representation was only crystallised belatedly in Wu's closing submissions.¹⁵³ Wu did not explain why he should be permitted to run his case based on the third Representation when that was not pleaded. A further complication is that many of the acts which Wu pleaded he did in reliance on the "representations as set out in paragraphs 9 to 12 [of the SOC]" chronologically *preceded* the dates on which the third Representation was allegedly made¹⁵⁴ (see [64] above). Taking all these considerations in the round, my view is that Wu is not entitled to run his case based on the unpleaded third Representation.

Whether the first and second Representations were made

86 I find that the first and second Representations (see [61(a)] and [61(b)] above) were made by Ong to Wu and that the Alleged Oral Agreement for Partial Settlement (see [19] and [73] above) does not exist.

87 First, it was Toh's unchallenged evidence that, on or around 10 January 2025, Toh had asked Wu to market the Ferrari for sale, with Toh's initial target sale price being \$980,000.¹⁵⁵ The defendants' counsel in fact sought and obtained confirmation from Wu and Toh on the stand that Toh had asked Wu to sell the Ferrari at a price of between \$920,000 and \$980,000.¹⁵⁶ In my view, it is highly unlikely that Wu would have simply disregarded these instructions

¹⁵³ CCS at para 28(c).

¹⁵⁴ SOC at para 20 read with paras 13–19.

¹⁵⁵ Toh's AEIC at para 10.

¹⁵⁶ Tpt 29 Sep 2026 at pp 54:9–13 and 115:20–25.

from Toh when Wu approached Ong on 13 January 2025 for help to sell the Ferrari. Indeed, the objective evidence shows that Wu had disclosed to Ong from the outset Toh's involvement in the sale: a WhatsApp text message from Wu to Ong on 15 January 2025 at 3.49pm stated "*trevor [ie, Toh] ask can give deposit ...*" [emphasis added] (see [15] above). It strikes me as illogical that Wu would have disclosed to Ong the involvement of Toh without mentioning Toh's intended sale price. The defendants ventured no explanation for any plausible motivation on Wu's part in not conveying Toh's intended sale price to Ong. I therefore accept Wu's evidence that, when Wu and Ong spoke on or around 13 January 2025, Wu told Ong that Wu wished to sell the Ferrari for between \$920,000 and \$980,000 (see [14] above).

88 Second, I accept Wu's evidence that, on or around 15 January 2025, Ong told Wu over a call that Ong had found a buyer for the Ferrari for \$920,000 (see [15] above), *ie*, Ong made the first Representation. The WhatsApp history between Wu and Ong on 15 January 2025 supports the view that Ong had made a proposal which Toh found acceptable (see [15] above). Given that \$920,000 was the minimum sale price Wu had earlier conveyed to Ong on or around 13 January 2025 (see [87] above), I think it likely that what Ong specifically told Wu on 15 January 2025 was that Ong had found a buyer for the Ferrari for \$920,000. Further, I find it suspect that Ong pleaded a non-admission to Wu's averments regarding the existence and contents of their conversation on 15 January 2025.¹⁵⁷ Ong cannot run away from the fact that the WhatsApp records show a 26-second call between Wu and Ong on 15 January 2025 at 2.36pm.¹⁵⁸ As a participant on the call, Ong would know whether or not he had said that he had found a buyer for the Ferrari for \$920,000. Yet, Ong did *not*

¹⁵⁷ D&CC at para 9.

¹⁵⁸ AB at p 60.

plead a denial to Wu's averment and did *not* plead his (Ong's) own version of what was said on their call on 15 January 2025. In my view, this points to it being more likely than not that Ong told Wu that Ong had found a buyer for the Ferrari for \$920,000.

89 Third, I accept Wu's evidence that, on or around 20 January 2025, Ong told Wu over a call that Ong would pay Wu the sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale of the Ferrari to the ultimate buyer (see [17] above), *ie*, Ong made the second Representation. This coheres with what occurred earlier on or around 13 and 15 January 2025 (see [87] and [88] above) as well as the matters at [91]–[96] below.

90 Fourth, it follows from [87]–[89] above that I reject Ong's evidence of the Alleged Oral Agreement for Partial Settlement. I also reject Ong's case on the Alleged Oral Agreement for Partial Settlement for the further reasons set out at [91]–[96] below.

91 Fifth, Ong's allegation on the stand that he had asked for the Ferrari to be delivered to the Jalan Tani Property to show that the car was in his and not the dealer's possession so that a potential buyer would be more committed to fulfilling the transaction¹⁵⁹ is belied by his WhatsApp text messages to Wu on 27 January 2025. In those text messages, Ong had asked Wu to send the Ferrari to the Jalan Tani Property because: "Before new year [the buyer] want to drive" (at 10.29am); "But now seems like cannot register in time [b]ut at least put there show we got deliver what I promise him" (at 11.32am) (see [29] above). The impression Ong gave (and must have intended to give) by those messages was

¹⁵⁹ Tpt 30 Sep 2026 at p 60:15–20.

that the Ferrari was being delivered to the ultimate buyer's residence. Yet, the Jalan Tani Property was Lim's residence and not the residence of any ultimate buyer. The false impression Ong sought to give Wu on 27 January 2025, along with Ong's disingenuous attempt on the stand to put a different spin on his actions at the material time, support the view that Ong had in fact made (and was thereafter trying to sustain Wu's belief in) the first and second Representations. It correspondingly follows that there was no Alleged Oral Agreement for Partial Settlement.

92 Sixth, on 14 March 2025, Wu sent WhatsApp text messages to Ong stating that Ong had to pass Wu "\$600k" for the Ferrari (at 10.43pm and 10.52pm) (see [49] above). Wu had essentially arrived at the figure of "\$600k" by deducting his estimate of the fees for registration of the Ferrari from the sum of \$920,000.¹⁶⁰ There is no documentary record of Ong protesting Wu's demand for "\$600k" or citing the Alleged Oral Agreement for Partial Settlement in refutation of that demand (see [49] above), which is peculiar if the Alleged Oral Agreement for Partial Settlement had in fact been reached since 21 January 2025. I do not accept Ong's excuse that he had not responded in more detail as Wu was "bomb[ing]" him with text messages while he (Ong) was working.¹⁶¹ Ong was "free" by a few hours later (as he himself said in his WhatsApp text message to Wu at 5.42am on 15 March 2025 (see [49] above)) and could have replied then to deny Wu's demands for "\$600k". Yet, Ong did not do so. The more natural and logical inference is that there was no Alleged Oral Agreement for Partial Settlement and Ong knew that Wu was demanding "\$600k" in the light of the second Representation Ong had made to Wu (*viz*, that Ong would pay Wu the Ferrari sale proceeds of \$920,000 less all relevant taxes and fees

¹⁶⁰ Tpt 29 Sep 2026 at p 35:25–36:4.

¹⁶¹ Tpt 30 Sep 2026 at p 72:1–21.

payable to the authorities upon the completion of the sale to the ultimate buyer). In turn, the further inference to be drawn is that Ong had also made the anterior first Representation.

93 Seventh, there is no record of Ong contemporaneously protesting the \$920k Sales Agreement when this was sent by Wu to Ong on 14 March 2025 (see [48] above). Again, this is more consistent with Ong having made the first and second Representations (and correspondingly, there being no Alleged Oral Agreement for Partial Settlement).

94 Eighth, in a similar vein, during the conversation between Wu and Ong on or around 30 March 2025, Ong did not protest Wu's repeated assertions that Ong had to pay Wu \$550,000 in respect of the Ferrari, which was derived by deducting car registration fees of over \$300,000 from the sum of \$920,000 (see [53] above). While Wu had recorded this conversation without Ong's knowledge, that does not change the fact that if Ong had never made the first and second Representations, the figures of \$920,000 and \$550,000 would have been completely objectionable to Ong and Ong would be expected to robustly reject them. Yet, Ong said not a word to protest these figures. Again, Ong's contemporaneous conduct is more consistent with Ong having made the first and second Representations (and correspondingly, there being no Alleged Oral Agreement for Partial Settlement).

95 Ninth, the Alleged Oral Agreement for Partial Settlement is at odds with Wu complaining on 27 January 2025 about the lack of a deposit from the ultimate buyer (see [29] above) and Ong purporting to Wu on 28 February 2025 that Ong had already collected a \$200,000 deposit from the ultimate buyer (see [43] above). If the Alleged Oral Agreement for Partial Settlement had been made on 21 January 2025, Wu would have no interest in Ong's subsequent

dealings with the ultimate buyer and Ong would have no reason to entertain Wu's interest on how Ong was progressing matters with the ultimate buyer. I disbelieve Ong's disingenuous explanations that Wu's interest in the status of the deposit was due to Wu "looking out" for Ong¹⁶² and helping Ong "make sure the person that want[ed] to buy ... the car from [Ong] is going the correct procedure".¹⁶³ It is incredible that Wu would have been so free or so solicitous of Ong as to devote close attention to business affairs that supposedly did not concern Wu. The more natural and logical inference is that there was no Alleged Oral Agreement for Partial Settlement and that Wu was anxious for the ultimate buyer to make payment in the light of the second Representation (*viz*, that Ong would pay Wu the Ferrari sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale to the ultimate buyer). In turn, the further inference to be drawn is that Ong had also made the anterior first Representation.

96 Tenth, I do not find compelling the defendants' argument that Wu's non-issuance of an invoice pursuant to the \$250k Sales Agreement and issuance of the 21 Jan 2025 Receipt were consistent with the Alleged Oral Agreement for Partial Settlement.¹⁶⁴ This is because Wu's actions in this regard are also not inconsistent with the second Representation. To elaborate, the essence of the second Representation is a payment obligation by Ong to Wu, and *not* a direct sale of the Ferrari by Wu to the ultimate buyer. Nothing in the second Representation – which is that *Ong* would *pay* Wu the Ferrari sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale to the ultimate buyer – says that *Wu* was *selling* the

¹⁶² Tpt 30 Sep 2026 at pp 61:16–62:15.

¹⁶³ Tpt 30 Sep 2026 at pp 77:16–78:12.

¹⁶⁴ See, *eg*, Tpt 25 Sep 2026 at p 66:12–25.

Ferrari to the ultimate buyer. It was entirely consistent with the second Representation for the transaction to be structured as a sale of the Ferrari by Wu to Ong in the first instance at \$250,000 (“first leg”), followed by an onward sale of the Ferrari by Ong to the ultimate buyer at \$920,000 (“second leg”), with Ong paying to Wu, by the end of the second leg, an overall net amount of \$920,000 less all relevant taxes and fees payable to the authorities. Seen in this light, the issuance of the 21 Jan 2025 Receipt does not undermine the second Representation because the sale of the Ferrari from Allmotoring to Trusty/Orizon was simply not the be-all and end-all of Wu and Ong’s deal. I thus accept Wu’s evidence that he had issued the 21 Jan 2025 Receipt at Ong’s request as Ong had told Wu that that would facilitate Orizon’s application for a car loan on behalf of the ultimate buyer (see [20] above). In my view, Wu’s non-issuance of an invoice pursuant to the \$250k Sales Agreement and issuance of the 21 Jan 2025 Receipt are, at the highest for the defendants, neutral pieces of evidence.

Whether the first and second Representations are actionable misrepresentations

97 I begin with the first Representation, viz, that, as at or at around 15 January 2025, Ong had found a buyer for the Ferrari for \$920,000. This is a statement of fact. It cannot be gainsaid that it is a false statement of fact. On Ong’s own evidence, after Wu asked for Ong’s help to find potential buyers for the Ferrari, Ong spoke to one Mr Hariyanto on a few occasions about buying the Ferrari, but only told Mr Hariyanto of the sale price of \$900,000 “subsequently down the road” “when there’s an argument going on between the car” and “not right at the beginning”.¹⁶⁵ In other words, as at or at around

¹⁶⁵ Tpt 30 Sep 2026 at pp 49:19–52:7.

15 January 2025, Ong had *not* secured a buyer for the Ferrari for \$920,000. The first Representation is thus an actionable misrepresentation.

98 Turning to the second Representation, *viz*, that Ong would pay Wu the Ferrari sale proceeds of \$920,000 less all relevant taxes and fees payable to the authorities upon the completion of the sale to the ultimate buyer, this representation in itself is not a statement of fact but a statement of future intention. A representation as to the future is not, in itself, an actionable misrepresentation, although it can *imply* an actionable misrepresentation in two ways (*Ernest Ferdinand Perez De La Sala v Compañia De Navegación Palomar, SA* [2018] 1 SLR 894 at [172]):

- (a) A person who makes a statement as to the future may, in doing so, make an implied misrepresentation as to an existing fact.
- (b) A person who states an intention as to the future may implicitly misrepresent that he in fact has that intention at the time of making the statement.

99 The difficulty for Wu is that he has never contended that (much less explained how) the second Representation implied an actionable misrepresentation. Wu did not plead that the second Representation contained an implied representation as to an existing fact, much less what that existing fact might be; nor did Wu's counsel put such a case to Ong. Wu did not plead that the second Representation impliedly represented Ong's intention at the time of making the statement; nor did Wu's counsel put such a case to Ong. Wu's closing submissions did not address these matters at all. In the absence of any pleading or argumentation by Wu, it would not be right for the court to attempt to make out a case for Wu as to what the implied actionable misrepresentation

(if any) in the second Representation might be. I therefore find that Wu has not shown that the second Representation is an actionable misrepresentation.

Whether Ong made the first Representation falsely or recklessly

100 I find that Ong made the first Representation falsely. On Ong's own evidence, he knew that there was no ultimate buyer for the Ferrari at a price of \$920,000 as at or at around 15 January 2025 (see [97] above).

Whether Ong made the first Representation with the intention that it be acted upon by Wu

101 The court may infer from the natural consequences of a representation that the representor must have intended to induce the representee to act on the representation (*H8 Holdings Pte Ltd v RIC Dormitory (SG) Pte Ltd* [2024] SGHC 177 at [42]).

102 In the present case, Wu first approached Ong on or around 13 January 2025 for help to sell the Ferrari for between \$920,000 and \$980,000 (see [87] above). When Ong subsequently, on or around 15 January 2025, made the first Representation to Wu (*ie*, told Wu that Ong had found a buyer for the Ferrari for \$920,000), the natural consequence would be that Wu would take steps to enable Ong to sell the Ferrari to the purported ultimate buyer. I thus infer and find that Ong made the first Representation with the intention of inducing Wu to act on it by transferring the Ferrari to (the order of) Ong so that the Ferrari could be (on)sold to the purported ultimate buyer.

Whether Wu relied on the first Representation in carrying out the Transfer Acts

103 A misrepresentation need not be the sole inducement, so long as it played a real and substantial part and operated in the representee's mind, no matter how strong or how many the other matters were which played their part in inducing the representee to act (*Panatron* at [23]).

104 I accept Wu's evidence that he had done the Transfer Acts – viz, sending Ong copies of the cargo permit, log card, bill of lading and VAC for the Ferrari; preparing and sending Ong the \$250k Sales Agreement, \$260k Sales Agreement and 21 Jan 2025 Receipt; and delivering the Ferrari to the Jalan Tani Property on 27 January 2025 (see [64] above) – induced by and acting in reliance on the first and second Representations.¹⁶⁶ In essence, the Transfer Acts enabled the Ferrari to be transferred to Orizon. Having rejected Ong's defence based on the Alleged Oral Agreement for Partial Settlement (see [86] *et seq* above), I find it more likely than not that Wu did the Transfer Acts because he was told that there was an ultimate buyer for the Ferrari for \$920,000 (*ie*, the first Representation) and thought that the Transfer Acts would put Orizon in a position to onsell the Ferrari to the purported ultimate buyer. This inference is fortified by the contemporaneous communications between Wu and Ong, which show that, up to April 2025, Ong consistently gave Wu the impression that the Ferrari was being onsold to an ultimate buyer. For example, (a) on 27 January 2025, Ong gave Wu the impression that the Ferrari was being delivered to the Jalan Tani Property as that was the ultimate buyer's residence (see [29] and [91] above), and (b) on 28 February 2025, Ong gave Wu the impression that Ong had already collected some money for the Ferrari from the ultimate buyer (see

¹⁶⁶ Wu's AEIC at para 35.

[43] above). I thus find that the first Representation played a real and substantial part and operated in Wu's mind to induce him to do the Transfer Acts.

Whether Wu suffered damage

105 Damages for the tort of deceit include all loss that flowed directly as a result of the entry by the representee (in reliance on the fraudulent misrepresentation) into the transaction in question, regardless of whether or not such loss was foreseeable, as well as all consequential loss (*Wishing Star Ltd v Jurong Town Corp* [2008] 2 SLR(R) 909 at [21]). Such damages serve a *compensatory* objective, *ie*, to restore the claimant-representee to the position he would have been in but for the defendant-representor's wrong (*POP Holdings Pte Ltd v Teo Ban Lim* [2025] 2 SLR 90 ("*POP Holdings*") at [8] and [28]). In practice, giving effect to the compensatory principle calls for the court to compare the position that the claimant is currently in as a result of the defendant's wrongdoing ("breach position") with the position that the claimant would have been in if the defendant's wrongdoing had not occurred ("non-breach position"); it is the difference between these two positions that constitutes the claimant's loss (*POP Holdings* at [28]). The claimant's non-breach position is a factual premise of a claim that must not only be pleaded and submitted on but *supported by the evidence* (*POP Holdings* at [34]). If the claimant fails to prove his non-breach position, he fails, *a fortiori*, to prove the *fact of loss* (*ie*, the difference between his breach position and his non-breach position as if the misrepresentation had not been made) (*POP Holdings* at [34]).

106 In analysing Wu's case on loss, the starting point is to identify Wu's breach position (*ie*, the position he is currently in as a result of Ong's wrongdoing in making the false first Representation). In this connection, both Wu and Ong were *ad idem* that the \$250k Sales Agreement dated 20 January

2025 under which Allmotoring sold the Ferrari to Trusty was a genuine and legally binding sales agreement (see [23] above).¹⁶⁷ In other words, Ong’s wrongdoing caused Wu to part with the Ferrari for \$250,000 pursuant to the \$250k Sales Agreement. Neither party has argued and it has not been shown that Wu cannot recover this sum of \$250,000 from Ong. It is also undisputed that despite the 21 Jan 2025 Receipt, Wu did not in fact receive any payment from Orizon. I thus find that Wu’s breach position is that he stands to be paid \$250,000 by Ong under the \$250k Sales Agreement.

107 Turning to Wu’s non-breach position (*ie*, the position he would have been in if Ong’s wrongdoing had not occurred), Wu pleaded that:¹⁶⁸

The Claimant’s [*ie*, Wu’s] non-breach position is that the Claimant would not have carried out the acts to facilitate [Ong’s] sale of the Ferrari to Orizon[’s] ultimate buyer and the Ferrari would have remained co-owned by [Wu] and [Toh] until the opportunity to sell the Ferrari for at least [\$]920,000 arose.

108 There are several evidential difficulties with Wu’s pleaded case on loss.

109 First and foremost, despite Wu’s pleadings at [107] above, Wu never gave *evidence* stating what his pleadings asserted. This is unsurprising because Wu’s pleadings at [107] above were belatedly added to the SOC only after the start of the trial of OC 91. In Wu’s AEIC, he in fact asserted, contrary to his latterly amended pleadings, that his loss took the form of the Ferrari sale proceeds received by Ong as those sale proceeds “rightfully” “belonged to [Wu]” since “the sale of the Ferrari would have been done on [Wu’s] behalf” but for the defendants’ wrongdoing.¹⁶⁹ In other words, Wu asserted in his AEIC

¹⁶⁷ See also DCS at paras 11(b) and 54.

¹⁶⁸ SOC at para 39; CCS at para 40.

¹⁶⁹ Wu’s AEIC at paras 61, 62 and 75.

an entitlement to *expectation loss* as if the second Representation had been performed, which is contrary to the position in law that damages in the tort of deceit are based on the *compensatory* principle (see *Sea-Dragon Marine Services Pte Ltd v Mansoor s/o Tayabbhai Gandhi* [2026] SGHC 166 (“*Sea-Dragon*”) at [112]). Even after Wu’s pleadings were amended, no permission was sought for Wu to give oral evidence-in-chief of the loss asserted in his amended pleadings; nor did the alleged loss come up in the cross-examination and re-examination of Wu. In short, Wu’s oral evidence (like his AEIC) also did not reflect what his pleadings at [107] above asserted.

110 Second, Wu’s pleadings at [107] above essentially asserted a loss of chance (for Wu to sell the Ferrari for at least \$920,000). Where a claimant’s asserted loss of chance depends on the hypothetical actions of a third party, the claimant must prove as a matter of causation that there was such a *real or substantial chance* as opposed to a speculative one (*JSI Shipping (S) Pte Ltd v Teofoongwonglcloong* [2007] 4 SLR(R) 460 at [147]). Related to my point at [109] above, Wu adduced no evidence of any real or substantial chance that he would have been able to sell the Ferrari to a third party “for at least [\$]920,000”. No potential buyers at such a sale price were identified by Wu; indeed, even Ong/Pee had only managed to sell the Ferrari for \$878,000 (see [58] above). Further, Wu’s evidence and closing submissions did not address how the value of the alleged loss of chance should be computed (such as what percentage of chance applied).

111 Third, even though it was not Wu’s pleaded case that (but for Ong’s wrongdoing) he would have retained the Ferrari *simpliciter* and as such had suffered the loss of the value of the (unregistered) Ferrari, I mention for completeness that, in any event, Wu also did not adduce any evidence of what that value would be. The only possibly associated figures which surfaced in the

course of the proceedings pertained to Wu having imported the Ferrari for \$85,800 (see [11] above), Allmotoring having sold the Ferrari (car body only) to Trusty for \$250,000 and Trusty having sold the Ferrari (car body only) to Orizon for \$260,000 (see [23] above). It cannot be concluded, without more, what the value of the unregistered Ferrari, if it were retained by Wu, was.

112 For these reasons, I find that Wu has not proved his pleaded non-breach position. Correspondingly, Wu has not proved that his alleged non-breach position is more favourable than his breach position (see [106] above), and as such, has also not proved any alleged loss (much less quantum of damages), which is an essential element in the tort of deceit (see [105] above). This conclusion applies even if, *arguendo*, Wu could permissibly advance his case based on (and had established all the other elements of the tort of deceit in respect of) the second and third Representations. Wu's claim in the tort of deceit therefore fails. In reaching this conclusion, I cite the Court of Appeal's salutary reminder in *POP Holdings* that (at [1]):

It is axiomatic that a claimant seeking damages for a civil wrong must prove its damage. What this means is that the claimant must plead and prove both the fact and amount of damage so as to establish its right to substantial damages ... If the claimant's case were to falter in the pleadings or on the evidence with the result that the court is unable to satisfy itself of the existence or the quantum of damage, an otherwise viable claim could either fail outright or, at best, sound in nominal damages ... A claimant unfortunate enough to find itself in such a situation would, having incurred the costs of litigation, inevitably find that the game has not been worth the candle.

113 For completeness, while the defendants argued that Wu could only recover loss in respect of his 20% interest in the Ferrari,¹⁷⁰ it is unnecessary for

¹⁷⁰ DCS at para 46.

me to address this submission given my decision explained at [106]–[112] above that Wu has not adduced any evidence of (claimable) loss.

114 I further observe that, although what Wu appeared to truly want was recovery of his expectation loss as if the second Representation had been performed (see [109] above), he did not advance any claim in contract, under which he could have pursued expectation loss for breach of contract (see, *eg*, *Liu Shu Ming v Koh Chew Chee* [2023] 1 SLR 1477 at [127] and [128]; *Sea-Dragon* at [112]). It was *not* Wu’s pleaded case, for example, that an oral agreement had been reached between Wu and Ong in the terms of the second Representation which Ong subsequently breached. It is pertinent to note that, on the first day of trial and prior to any witness taking the stand, Wu’s counsel sought and was given time to consider amendments to Wu’s pleadings. In the afternoon of the second day of trial and before the examination of witnesses commenced, Wu then sought and was granted permission to amend his original statement of claim. In Wu’s (amended) SOC, he then pleaded his non-breach position set out at [107] above but continued not to advance any claim in contract. In my view, it would be far too late now to entertain any post-trial amendments by Wu to advance a claim in contract as the ingredients of such a claim, such as the parties’ intention to create legal relations and the certainty of terms of any alleged contract, were not explored with the witnesses at the trial of OC 91.

Issue 3: Wu’s claim under s 2 of the MA

115 The ingredients of a right to damages under s 2(1) of the MA are the same as those of the tort of deceit, save that the fault element of dishonesty that defines deceit is dispensed with under s 2(1) (*Kuvera Properties Pte Ltd v Far East Opus Pte Ltd* [2026] 1 SLR 1035 (“*Kuvera Properties*”) at [34]). In

particular, loss is a necessary element of a claim for damages under s 2(1) of the MA given that the remedy seeks to compensate the claimant for the loss caused by his entry into a contract under inducement of a misrepresentation (*Kuvera Properties* at [33]). Wu's arguments on loss in respect of his claim under s 2 of the MA were the same as those he advanced under his claim in the tort of deceit.¹⁷¹ It follows from the reasons for my dismissal of Wu's claim in the tort of deceit that Wu's claim under s 2 of the MA similarly fails.

Issue 4: Wu's claim in the tort of conversion

116 Generally, an act of conversion occurs when there is unauthorised dealing with the claimant's chattel so as to question or deny his title to it (*Tat Seng Machine Movers Pte Ltd v Orix Leasing Singapore Ltd* [2009] 4 SLR(R) 1101 at [45]). Conversion has also been characterised as conduct which has the effect of denying the claimant of his superior possessory title in the goods (*Antariksa Logistics Pte Ltd v McTrans Cargo (S) Pte Ltd* [2012] 4 SLR 250 ("*Antariksa*") at [45]). This is why a claimant making a claim for conversion must show that the defendant acted in a manner inconsistent with the claimant's superior possessory title (*Antariksa* at [44(c)]).

117 Wu alleged that the acts of conversion by the defendants were (a) the registration of the Ferrari in Pee's name on 11 February 2025 and (b) the sale of the Ferrari "to Speedo" on 15 October 2025 (see [67] above). In point of fact (although immaterial to the analysis of Wu's claim), the latter sale took place from Ong/Pee to Atoll on 14 October 2025 (see [58] above).

¹⁷¹ CCS at para 48.

118 In my judgment, Wu’s claim in the tort of conversion fails, fundamentally because Wu did not have superior possessory title to the Ferrari as at 11 February 2025, much less on 14 October 2025, *vis-à-vis* Ong/Pee. I explain.

119 Where a written contract does not expressly provide for the transfer of title, the general rules as to the passing of title under the Sale of Goods Act 1979 (2020 Rev Ed) (“SGA”) will apply (*Materials Industry and Trade (Singapore) Pte Ltd v Vopak Terminals Singapore Pte Ltd* [2020] 4 SLR 619 (“*Materials*”) at [46]). If the contract is for the sale of specific or ascertained goods, property in them is transferred to the buyer when it is so intended by the parties (s 17(1) of the SGA; *Materials* at [47]). In determining the parties’ intention, the court may have regard to the contractual terms, the parties’ conduct and the circumstances of the case (s 17(2) of the SGA; *Materials* at [47]). Supplementing this, s 18 of the SGA sets out the default rules for the passing of title unless a different intention on the parties’ part appears (*Materials* at [47]). Of particular relevance to the present case, Rule 1 set out in s 18(a) of the SGA provides that:

Where there is an unconditional contract for the sale of specific goods in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery, or both, be postponed.

120 In the present case, both Wu and Ong were *ad idem* that the \$250k Sales Agreement dated 20 January 2025 under which Allmotoring sold the Ferrari to Trusty was a genuine and legally binding sales agreement (see [23] above).¹⁷² The \$250k Sales Agreement did not expressly provide for the transfer of title to

¹⁷² See also DCS at paras 11(b) and 54.

the Ferrari. The \$250k Sales Agreement was an unconditional contract for the sale of a specific good, viz, the Ferrari, in a deliverable state. The above provisions of the SGA therefore apply.

121 Applying s 17(2) of the SGA, I find that the following facts and circumstances point to the parties' intention for title to the Ferrari to pass from Allmotoring to Trusty when the \$250k Sales Agreement was made:

(a) As I have indicated at [96] above, the nub of the second Representation was not that Wu would sell the Ferrari to the ultimate buyer for \$920,000, but rather, that Ong would pay Wu the net Ferrari sale proceeds received from the ultimate buyer. How Wu and Ong proceeded to structure their deal was via a first leg sale of the Ferrari by Wu to Ong, with a second leg onsale of the Ferrari by Ong to the ultimate buyer. This structure indicates that title to the Ferrari was intended to pass in the first leg upon execution of the \$250k Sales Agreement, so that Ong would be capable of in turn transferring title to the Ferrari to the ultimate buyer.

(b) Wu admitted that, by 23 January 2025, he had readily handed over to Ong the documents and effected the VAC transfer required for the Ferrari to be registered to the new owner for use on the road.¹⁷³ Wu explained that upon transfer of the VAC of the Ferrari, ownership of the Ferrari would be considered transferred.¹⁷⁴ Wu's counsel also confirmed that, through the transfer of the VAC for the Ferrari on 23 January 2025, ownership of the Ferrari was transferred out of Wu's hands and that Wu

¹⁷³ Tpt 29 Sep 2026 at p 15:14–21.

¹⁷⁴ Tpt 29 Sep 2026 at pp 7:5–7 and 7:22–8:7.

(and presumably Toh as well) no longer owned the Ferrari.¹⁷⁵ These admissions and concessions are consonant with an intention on the parties' part for title to the Ferrari to pass upon execution of the \$250k Sales Agreement.

(c) On Wu's own evidence, when Wu told Ong on 5 February 2025 that Toh had changed his mind about selling the Ferrari, Ong berated Wu that the sale of the Ferrari was a "done deal" (see [33] above). It appears that Wu accepted that this was the case as the evidence does not show Wu pressing for the return of the Ferrari thereafter. Such conduct is more consistent with title to the Ferrari having passed from Wu to Ong following the \$250k Sales Agreement.

(d) Wu delivered the Ferrari to the Jalan Tani Property *twice*: the first time on 27 January 2025 (see [29] above) and the second time on 3 March 2025 after making some repairs (see [34] and [45] above). While Wu may have believed that the Jalan Tani Property was the ultimate buyer's residence, the germane point is that these (repeated) deliveries of the Ferrari show that Wu recognised that he could no longer assert title to the Ferrari after execution of the \$250k Sales Agreement.

(e) Wu also paid the customs duty for the Ferrari in end-February 2025 (before he learnt that the Ferrari had been registered) (see [44] and [49] above), knowing, on his own purported evidence, that payment of the customs duty would facilitate registration of the Ferrari.¹⁷⁶ This shows that Wu was content for Ong to proceed to arrange for the registration of the Ferrari, which is again consonant with the parties'

¹⁷⁵ Certified transcript of trial on 24 September 2026 at p 2:8–16.

¹⁷⁶ Tpt 29 Sep 2026 at p 22:20–23.

intention being for title to the Ferrari to pass from Wu to Ong upon execution of the \$250k Sales Agreement.

(f) While Wu has yet to be paid for the Ferrari under the \$250k Sales Agreement, it does not follow, given the above factors, that title to the Ferrari did not pass to Ong.¹⁷⁷ It simply means that Ong’s obligation to pay Wu \$250,000 pursuant to the \$250k Sales Agreement remains outstanding.

122 The parties’ intention discerned from the factors at [121] above is consistent with the default rule in s 18(a) of the SGA that property in the Ferrari passed to Trusty/Ong when the \$250k Sales Agreement was made even if payment thereunder had yet to be made.

123 As Wu simply did not have title to the Ferrari after execution of the \$250k Sales Agreement, the registration of the Ferrari in Pee’s name on 11 February 2025 and the subsequent sale of the Ferrari by Ong/Pee to Atoll on 14 October 2025 could not possibly constitute unauthorised dealing with the Ferrari or acts inconsistent with Wu’s (non-existent) superior possessory title.

Issue 5: Wu’s claim in the tort of unlawful means conspiracy

124 In a claim for unlawful means conspiracy, a claimant must show that (a) the defendants combined to do certain acts (“combination element”); (b) the defendants had intended to cause damage or injury to the claimant by those acts (“intention element”); (c) the acts were unlawful; (d) the acts were performed in furtherance of the agreement (“furtherance element”); and (e) the claimant

¹⁷⁷ Cf. CCS at para 53.

suffered loss as a result of the conspiracy (*EFT Holdings, Inc v Marinteknik Shipbuilders (S) Pte Ltd* [2014] 1 SLR 860 at [112]).

125 In my judgment, Wu’s claim for unlawful means conspiracy fails at least because he has not proved the combination, intention and furtherance elements of the tort.

126 These elements are not made out on the evidence of Ong, Pee and Lim, summarised below, which was neither contradicted by any objective evidence nor, in my view, shaken in cross-examination:

(a) Ong attested that he simply told Pee that he needed to register the Ferrari in her name and she agreed. Pee did not ask for more details. Ong did not tell Pee about his dealings with Wu.¹⁷⁸

(b) Pee attested that she never asked Ong about his business matters and did not question him about the dealings with the Ferrari. Ong had previously registered three cars under her name so she did not think there was anything unusual about him registering the Ferrari in her name. All the moneys from the subsequent sale of the Ferrari to Atoll belonged to Ong and Pee did not make money in the transaction.¹⁷⁹

(c) Ong attested that he asked Lim for a friendly favour to use Orizon to assist with the paperwork for the Ferrari. Neither Lim nor Orizon had any role beyond assisting with the necessary paperwork for

¹⁷⁸ Ong’s AEIC at para 31.

¹⁷⁹ Certified transcript of trial on 1 October 2026 (“Tpt 1 Oct 2026”) at pp 29:2–9, 29:17–33:2, 33:14–34:13, 35:1–15 and 40:10–42:9.

the financing. Ong did not pay Lim or Orizon.¹⁸⁰ Ong did not tell Lim the details of Ong's dealings with Wu.¹⁸¹

(d) Lim explained that the transfer of the VAC could only be done by a company and not an individual, which was why Ong needed to enlist Orizon's help.¹⁸² Ong similarly explained that Trusty did not have the facility to register a car whereas Orizon did.¹⁸³ Lim said Ong asked for a favour to temporarily park the Ferrari at Lim's residence, and Lim agreed given their friendship. Lim explained that unregistered cars could not be parked on public roads; there was no space at his office to park the Ferrari; he assumed Ong had problems parking the Ferrari at Ong's condominium residence; and the Ferrari was only at his (Lim's) residence for a few days. Lim did not know where Ong subsequently towed the Ferrari away to.¹⁸⁴

127 I do not accept Wu's argument that the existence of a combination can be inferred because all three defendants were acting in concert towards a "common end" of "the takeover of the Ferrari".¹⁸⁵ In my view, while Ong had separately tapped on Pee and Lim for discrete assistance in Ong's acquisition of the Ferrari, the evidence does not rise to the level of showing an agreement or arrangement between Ong, Pee and Lim for Ong's "takeover of the Ferrari" from Wu.

¹⁸⁰ Ong's AEIC at para 33.

¹⁸¹ Ong's AEIC at para 34.

¹⁸² Tpt 1 Oct 2026 at p 19:5–25.

¹⁸³ Tpt 30 Sep 2026 at p 57:19–25.

¹⁸⁴ Lim's AEIC at para 14; Tpt 1 Oct 2026 at pp 15:12–17:18.

¹⁸⁵ CCS at para 65.

128 I also do not accept Wu’s suggestion that Pee’s intention to cause injury to Wu should be inferred from the following matters:¹⁸⁶

(a) First, Wu argued that Pee’s evidence under cross-examination showed that “she knew something was amiss about the transaction” [emphasis in original omitted].¹⁸⁷ Wu cited in this regard the following evidence of Pee: “We had about three cars also under – registered before under my name. So it was like a normal – I mean, I didn’t ask”.¹⁸⁸ Wu argued that “Pee was about to say that it was a ‘normal transaction’, but she corrected herself – i.e., Pee knew there was something amiss about the transaction involving the Ferrari, it was just that she did not ask Ong” [emphasis in original omitted].¹⁸⁹ In my view, it is pure conjecture by Wu what Pee was “about to say” and why she did not say it; the conjecture is all the more impermissible for not having been put to Pee in cross-examination. Given that Pee was not challenged on her evidence that Ong had previously registered three cars under her name, I see no basis to infer that Pee “knew there was something amiss” this time round, much less to take a further evidential leap and conclude from such vague alleged knowledge on Pee’s part that she intended to injure Wu.

(b) Second, Wu argued that Pee “had a clear motive for participating in the conspiracy” in that “she stood to benefit enormously if the conspiracy succeeded” and had in fact made a “windfall” of \$157,946.62 when Ong subsequently sold the Ferrari.¹⁹⁰ However, Pee’s

¹⁸⁶ CCS at para 74.

¹⁸⁷ CCS at paras 74–75.

¹⁸⁸ Tpt 1 Oct 2026 at p 30:3–5; CCS at para 74.

¹⁸⁹ CCS at para 75.

¹⁹⁰ CCS at para 76.

unchallenged evidence was essentially that Ong repaid her \$157,946.62 of a debt he owed her from the proceeds of the sale of the Ferrari to Atoll (see [58] above); the sum did not represent any profit made by her. In any event, there was no evidence of any prior agreement between Ong and Pee that Pee would receive moneys if and when Ong sold the Ferrari, and concomitantly, no evidence that Pee had “motive” for and “stood to benefit” by participating in the alleged conspiracy.

(c) Third, Wu argued that Pee’s “silence” in not “question[ing]” how the “windfall” from the sale of the Ferrari to Atoll was made was “telling”.¹⁹¹ However, the fact that Pee did not ask questions about the proceeds of the sale of the Ferrari to Atoll is consistent with her evidence that the Ferrari belonged to Ong as far as she was concerned and that she habitually did not ask Ong about his business matters.

129 I also do not accept Wu’s argument that Lim’s intention to cause injury to Wu can be inferred from the following two aspects of Lim’s testimony:¹⁹²

(a) First, Wu argued that Lim could have received “other forms of benefits from the transaction” besides financial benefit.¹⁹³ However, it was never put to Lim in cross-examination that Lim had received “other forms of benefits” (much less what such “other forms of benefits” were). It bears emphasising that Wu admitted that he had no evidence or knowledge that Lim received any moneys from the Ferrari transaction.¹⁹⁴

¹⁹¹ CCS at para 76.

¹⁹² CCS at para 69.

¹⁹³ CCS at para 70.

¹⁹⁴ Tpt 29 Sep 2026 at p 78:1–21.

(b) Second, Wu argued that Lim knew that Wu had not been paid despite Wu having taken the important step of transferring the VAC for the Ferrari.¹⁹⁵ However, this argument presupposes that Lim knew (i) what the arrangement between Wu and Ong for the transfer of the Ferrari was, (ii) how much Ong was to pay Wu for the transfer and (iii) that Wu had not been paid by Ong. These suppositions are not borne out by the evidence. To the contrary, Lim attested that he had no knowledge of the dealings between Ong, Pee and Wu or of what Ong or Pee had discussed with Wu,¹⁹⁶ and Lim's evidence was not shaken in cross-examination.

Issue 6: Wu's claim in unjust enrichment

130 The general elements which a claimant must show to succeed in a claim in unjust enrichment are that (a) the defendant has been enriched; (b) the enrichment was at the claimant's expense; (c) the enrichment was unjust; and (d) the defendant has no defences (*Wee Chiaw Sek Anna v Ng Li-Ann Genevieve* [2013] 3 SLR 801 ("*Anna Wee*") at [98]–[99]). It is *not* sufficient for the claimant to show that the defendant has been enriched and that it would be fair or just for the claimant to recover the sum of that enrichment (*Anna Wee* at [99]). There must be a particular recognised unjust factor which gives rise to a claim (*Anna Wee* at [134]).

131 I find that Wu's claim in unjust enrichment fails *in limine* because he did not plead the alleged unjust factor on which his claim was premised (see [69]–[70] above). Wu's pleading referring to unjust enrichment (at [69] above)

¹⁹⁵ CCS at paras 71–72.

¹⁹⁶ Lim's AEIC at paras 9 and 19.

was in fact only belatedly added to the SOC pursuant to Wu's amendments to his original statement of claim made on the second day of trial. While Wu argued in his closing submissions that "there has been a total failure of consideration by reason of Ong's and Pee's failure to return the Ferrari to Wu and Ong's and Pee's failure to repay the proceeds of the sale of the Ferrari (i.e. [\$]557,946.62) to Wu",¹⁹⁷ it would be prejudicial and unjust to Ong and Pee for the court to have regard to this belated and unpleaded argument. By way of illustration, Wu further argued that Ong and Pee had "no defences" to Wu's unjust enrichment claim.¹⁹⁸ However, Ong and Pee were neither fairly nor properly equipped to consider defences to Wu's unjust enrichment claim when Wu had not pleaded (nor, prior to his closing submissions, given any intimation as to) the alleged unjust factor in the first place.

132 Further yet, where a claimant relies on a failure of basis as the unjust factor, he must establish (a) what the basis for the transfer (in respect of which restitution is sought) was; and (b) that the basis failed (*Benzline Auto Pte Ltd v Supercars Lorinser Pte Ltd* [2018] 1 SLR 239 at [46]). Here, Wu's closing submissions framed the purported basis in intrinsically inconsistent terms: (a) on the one hand, there has allegedly been "a total failure of consideration by reason of Ong's and Pee's failure to return the Ferrari to Wu";¹⁹⁹ while (b) on the other hand, there has allegedly been "a total failure of consideration by reason of ... Ong's and Pee's failure to repay the proceeds of the sale of the Ferrari (i.e. [\$]557,946.62) to Wu".²⁰⁰ As should be evident, the alleged basis (which allegedly failed) cannot be, at the same time, a return of the Ferrari to

¹⁹⁷ CCS at para 86.

¹⁹⁸ CCS at para 89.

¹⁹⁹ CCS at para 86.

²⁰⁰ CCS at paras 86 and 87.

Wu as well as a payment of sale proceeds to Wu. It is not for the defendants or the court to guess what Wu's case is or to attempt to make out a best case for Wu.

Issue 7: Ong's counterclaim

133 Ong's counterclaim in unjust enrichment is premised on the unjust factor of a failure of basis.

134 In the present case, it was common ground that Ong had paid Wu \$300,000 for the Orange Lamborghini transaction which was subsequently aborted without Wu returning the sum of \$300,000 to Ong (see [7] above). Accordingly, Wu has been enriched in the amount of \$300,000 at Ong's expense; the basis for Ong's transfer of the sum of \$300,000 to Wu has failed; and Wu has not pleaded any defences to Ong's claim in unjust enrichment (apart from Wu's allegation, which I have rejected, that the sum of \$300,000 was set off against the White Lamborghini and Bentley transactions (see [77]–[80] above)).²⁰¹ I therefore find that Ong has a claim in unjust enrichment against Wu for the sum of \$300,000.

135 A question remains whether I should make an order against Wu for the sum of \$300,000 or \$50,000. Ong had advanced his counterclaim for the sum of \$50,000 (in the alternative to \$300,000) on the premise of the Alleged Oral Agreement for Partial Settlement (see [74] above), but I have found that the Alleged Oral Agreement for Partial Settlement did not exist (see [86] *et seq* above). That said, I am mindful that both Wu and Ong concur that the \$250k Sales Agreement is a genuine and legally binding agreement (see [23] above)²⁰²

²⁰¹ See generally DtoCC.

²⁰² See also DCS at paras 11(b) and 54.

and Ong thus remains legally obliged to pay Wu \$250,000 under the \$250k Sales Agreement. I thus asked Ong's counsel to address whether, in these circumstances, Ong would fairly accept that the \$250,000 sale price due under the \$250k Sales Agreement should be set off against the sum of \$300,000 held by Wu, such that Ong's net recovery on his counterclaim would be \$50,000; Wu's counsel was also at liberty to comment on this issue.²⁰³ To my disappointment, Ong responded (unreasonably, in my view) that since Wu had not pleaded any claim for the Ferrari purchase price or sought to set it off against the counterclaim, no deduction of \$250,000 should be made from Ong's counterclaim.²⁰⁴ Wu did not submit on this point. That Wu neither pursued a contractual claim for payment of \$250,000 under the \$250k Sales Agreement nor pleaded a defence of set-off to Ong's counterclaim based on the \$250,000 due under the \$250k Sales Agreement is perhaps understandable since such pleadings may have been inconsistent with Wu's primary claims and primary defence to Ong's counterclaim. Nevertheless, however unreasonable I may consider Ong's position, I cannot say that it is legally wrong. I am constrained by the parties' pleaded cases and my findings on those cases to award Ong the sum of \$300,000 on his counterclaim (absent Ong's consent, which was not forthcoming, to an award of \$50,000). This outcome is not wholly satisfactory in that it does not tie up the loose end of Ong's outstanding obligation to pay Wu \$250,000 under the \$250k Sales Agreement. I can only observe that there is nothing stopping Ong from honouring this payment obligation (even in the absence of a court order expressly enforcing the obligation), including by factoring the obligation into the monetary extent to which he enforces his

²⁰³ Letter from the court to the parties dated 14 October 2026.

²⁰⁴ DCS at para 55.

judgment against Wu. I exhort Ong to, and Ong's counsel to do better in advising him to, act fairly and sensibly in this regard.

Conclusion

136 Wu has failed to establish his claims in OC 91, which are wholly dismissed.

137 Ong has succeeded in his counterclaim for \$300,000 and I order Wu to pay this sum to Ong. To avoid doubt, O 17 r 5 of the Rules of Court 2021 applies and I do not order any pre-judgment interest on the awarded sum. Ong did not argue for pre-judgment interest,²⁰⁵ and in any event, I do not think such an order would be appropriate since it was indeterminate on the evidence when Ong's claim in unjust enrichment arose and Ong had only pursued his claim belatedly.

138 I will hear the parties on costs.

- Sgd -
Kristy Tan
Judge of the High Court

Sofia Bennita Bakhsh (Phoenix Law Corporation) for the claimant;
Nichol Yeo, Clement Julien Tan and Wee Guang Hui (Nine Yards
Chambers LLC) for the defendants.

²⁰⁵ DCS at para 65(c).