

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No.: HC/S/8310/2020/SILE

Filed: 17-August-2020 10:00PM

Hearing Date: 2-October-2020

Hearing Time: 9:00AM

Hearing Type: Pre-Trial Conference Between

Attend Before: Registrar

PIVO PTE LTD

(UEN No.: 98765432A)

...Plaintiff

And

DEOCH PTE LTD

(UEN No.: 12345678B)

...Defendant

WRIT OF SUMMONS

To:

DEOCH PTE LTD (UEN No.: 12345678B)

THIS WRIT OF SUMMONS has been issued against you in respect of the claims endorsed herein.

You must:

1. satisfy the claim; or
2. enter an appearance,

within 8 days after the service of this Writ, failing which, the Plaintiff(s) may proceed with the action and enter judgment against you without further notice.

THIS WRIT OF SUMMONS is issued by the solicitors for the Plaintiff(s) whose particulars are as below. The address(es) of the Plaintiff(s) is/are 1 Fermenters Avenue, Singapore 123456.

Solicitor(s) for the Plaintiff(s)

Cockles & Hart LLP

12 Marina Boulevard, Tower 3

#08-08 Singapore 018982

John

JOHN TAN
REGISTRAR
SUPREME COURT SINGAPORE

STATEMENT OF CLAIM

A. THE PARTIES

1. The Plaintiff is Pivo Pte Ltd (UEN No.: 98765432A). The Plaintiff is and was at all material times a company registered in Singapore. The Plaintiff manufactures and supplies beer.
2. The Defendant is Deoch Pte Ltd (UEN No.: 12345678B), a company registered in Singapore. The Defendant operates a chain of wine bars called “Tasters”.

B. THE ORAL AGREEMENT

3. On 1 June 2019, Mr Paul Poon (“**Poon**”), the sole director and shareholder of the Plaintiff met with Ms Denise Clare (“**Clare**”), the sole director and shareholder of the Defendant. Poon and Clare came to an oral agreement on 1 June 2019 regarding the sale of Pivo Proost! (“**the Beer**”). The material terms of the agreement are as follows:
 - (a) The Plaintiff would exclusively supply the Defendant with the Beer for a period of one-year;
 - (b) The Defendant would order a minimum of 500 barrels of the Beer per month, up to a maximum amount of 900 barrels;
 - (c) The price of the Beer per barrel is S\$400.00 and the Plaintiff would make a profit of \$200.00 per barrel.
4. Clare suggested that it would be advantageous for both parties if the Defendant could supply beer to its subsidiary in Australia. However, Poon replied that it was a good proposal worth considering.
5. On 2 June 2019, the Defendant placed an order for 700 barrels of the Beer, which was delivered by the Plaintiff the following day.

C. THE DISTRIBUTORSHIP AGREEMENT

6. On 1 July 2019, the Plaintiff sent the Defendant the Distributorship Agreement (“DA”) which officially set out the terms and conditions for the sale of the Beer from 1 June 2019 to 31 May 2020.
7. Clause 3.1 of the DA clearly states that any sale of the Beer outside of Singapore requires the prior written consent of the Plaintiff. Clause 5.2 also prohibits the sale of any beer that is in competition with the Beer.
8. The DA was signed by the Defendant and returned to the Plaintiff, without further comment or amendment.

D. BREACH OF THE AGREEMENT

9. On or about 30 November 2019, the Plaintiff discovered that the Defendant had been supplying its Australian outlets with the Beer. In addition, the Defendant’s Singapore outlets were also selling “Le Competition”, a beer that was in competition with the Beer.
10. Shortly after, the Plaintiff wrote to the Defendant to give notice of termination of the DA pursuant to the breaches of clauses 3.1 and 5.2. Accordingly, it ceased the supply of beer to the Defendant.

E. MITIGATION OF LOSSES

11. From 1 December 2019, the Plaintiff attempted to find alternative distributors of the Beer. However, as of 31 May 2020, no party was agreeable to enter into a distributorship agreement on the terms of the DA.

F. THE PLAINTIFF HAS SUFFERED LOSSES

12. The Plaintiff avers that as a result of the Defendant’s breach of the DA, it has suffered a loss of S\$600,000 being the loss of profits for supply of the Beer for six months.

AND the Plaintiff claims:

- (1) the sum of \$600,000 and/or such damages as may be assessed;
- (2) interest;
- (3) costs; and,
- (4) such further and/or other relief as this Court deems just.

Dated this 17th day of August 2020.

Cockles & Hart LLP
Solicitors for the Plaintiff