SHERIFF APPEAL COURT

[2026] SAC (Civ) 37
TAI-SG102-25

Sheriff Principal Andrew Miller

OPINION OF THE COURT

delivered by SHERIFF PRINCIPAL ANDREW MILLER

in the appeal in the cause

AMIN ABDALLA

Claimant and Appellant

against

ROBBIE SUTHERLAND

Respondent

Claimant and Appellant: Party
Respondent: Party

10 June 2026

Background

[1] Mr Abdalla bought a car from Mr Sutherland for £5000 in March 2025. Very soon after he had collected and paid for the car, Mr Abdalla requested a refund due to issues relating to the mechanical condition of the car and indications that efforts had been made to obscure the vehicle's history by erasing its original unique Vehicle Identification Number (VIN) from the component on which it would have been stamped and replacing it with a false VIN. Having been unable to resolve these issues, Mr Abdalla brought a simple procedure claim (the first claim) in Tain Sheriff Court, seeking an order for payment

of £5000, being the purchase price of the car. The claim was defended, but at a hearing on 25 September 2025 the sheriff issued an order finding that the vehicle had been "cloned" and that it had been sold displaying a false registration number. The sheriff ordered Mr Sutherland to pay Mr Abdalla £5000, with interest, ordered Mr Sutherland to remove the car from Mr Abdalla's possession and found Mr Sutherland liable in expenses.

[2] Mr Abdalla brought a second simple procedure claim (the second claim) in Tain Sheriff Court, seeking to recover the sum of £4,397.17 representing losses arising in one way or another from the same purchase and sale transaction, relating to the same car, as the first claim. The claim form in the second claim asserted that:

> "This claim is directly linked to [the first claim], decided at Tain Sheriff Court on 25 September 2025. The Sheriff awarded me a full refund of £5,000 against the respondent plus court fees and annual interest. The respondent has completed this payment and has had the vehicle collected. This new claim seeks recovery of additional financial losses (storage fees, travel, accommodation, insurance, and related expenses) that were not part of the original judgment **but arise directly from the same misrepresentation vehicle fraud and transaction**" (emphasis added).

The sums which Mr Abdalla sought to recover in the second claim included storage costs at £29 per day from 17 June 2025 to 21 October 2025 (a total of £3,683).

[3] On 26 February 2026, the sheriff dismissed the second claim on the basis that the subject-matter of the claim should have been included in the first claim, since both claims arose from the same facts and circumstances. Mr Abdalla appealed against the sheriff's decision to dismiss the second claim.

The appeal

[4] Mr Abdalla maintained that the sheriff had erred in deciding that the sums he sought to recover in the second claim should have been included in the first claim. The first claim was subject to a financial limit of £5,000, which only covered the purchase price of the car.

The second claim related to "consequential loss arising from the same misrepresentation" as the first claim which, in the case of the claimed storage costs of the vehicle, had not "crystallised" by the time of the sheriff's orders in the first claim and which had not been addressed in the first claim. Some of the storage costs related to the period between the sheriff's order in the first claim (25 September 2025) and the date when Mr Sutherland uplifted the car (21 October 2025). However, Mr Abdalla acknowledged that less than a month of the period to which the claim for storage costs related post-dated the sheriff's orders in the first claim and that, with the exception of that portion of his claim for storage costs, all of the sums he sought to recover in the second claim could have been quantified by the time the sheriff granted the orders in the first claim. Mr Abdalla had sought to increase the sum sued for in the first claim on the day of the sheriff's orders in that case, but the sheriff had declined to allow him to do so. There was no duplication between the two claims. Each of the claims sought to recover different sums, relating to different periods of time, arising from the same sale and purchase transaction concerning the same car.

The sheriff's note

[5] The same sheriff dealt with both claims. In his helpful note in relation to Mr Abdalla's appeal the sheriff indicates that, at the hearing in the first claim on 25 September 2025, after he had found in favour of Mr Abdalla, Mr Abdalla had sought to amend the sum sued for to add the costs of storage, travel, accommodation, fuel, tax and temporary insurance for the vehicle to his claim. The sheriff refused that motion. The claim was already at the simple procedure limit. There was no appeal by either party against the orders made by the sheriff in the first claim.

[6] The sheriff's report confirms that he dismissed the second claim on the basis that the entirety of the losses to which it related should have been included in the first claim, since both claims were founded on precisely the same ground of action. The first claim could have been raised as an ordinary action. Alternatively, had Mr Abdalla wished, at some point after bringing the first claim, to include additional losses which would have increased the sum sued for above the simple procedure limit, an application could have been made for the claim to be dealt with as an ordinary action, in terms of rule 17.2 of the Simple Procedure Rules.

[7] Mr Sutherland opposed the appeal on the basis that the sheriff's decision to dismiss the second claim was correct.

Decision

[8] Mr Abdalla's appeal is refused. Although he sought to recover separate losses in each of his claims, both claims essentially arose from the same ground of action relating to the sale of the same vehicle. The second claim thus fell foul of the "one action rule," in terms of which all heads of damage, past or anticipated, arising from the same cause of action (whether that is a delictual act or a breach of contract) must be sued for in one action. The rule applies to anticipated future losses even where it may be impossible to precisely ascertain the amount of those losses at the time of the action in which they are claimed, and it applies even where the end result may appear to be harsh (*Stevenson* v *Pontifex & Wood* (1887) 15R 125; *Smith* v *Sabre Insurance Co Ltd* 2013 SC 569; *Afandi* v *City of Edinburgh Council* [2022] SAC (Civ) 10). It was therefore not open to Mr Abdalla to seek to recover, in separate simple procedure claims, separate losses relating to different periods of time, which all resulted from the same cause of action, namely the sale by Mr Sutherland

to Mr Abdalla of this vehicle, affected by the issues noted at paragraph 1 above. This was an issue which the sheriff was bound to take notice of and address in the second claim, even if it was not raised by Mr Sutherland (*Afandi* v *City of Edinburgh Council* per Sheriff Principal Stephen at paragraph 15).

[9] It follows that the sheriff was correct to dismiss Mr Abdalla's second claim. Mr Abdalla should have included all of the sums he sought to recover arising from the sale of this car to him, whether past or anticipated, in a single claim. If the total sum claimed was above the simple procedure limit, the claim should have been raised as an ordinary action. If Mr Abdalla wished to increase the sum sued for in the first claim above the simple procedure limit during the course of that claim, the appropriate course would have been to apply to the court for an order to permit the claim to be dealt with as an ordinary action, in terms of section 80 of the Courts Reform (Scotland) Act 2014 and rule 17.2 of the Simple Procedure Rules.

Expenses

[10] Both parties were unrepresented during the appeal, as they were before the sheriff. I find no expenses due to or by either party in relation to the appeal proceedings.