

COURT OF APPEALS FOR THE NINTH DISTRICT OF TEXAS AT BEAUMONT

Sapramjeet Singh v. Tanweer Ahmed and Sarwat Ahmed

No. 09-24-00305-CV (Tex. App.—Beaumont May 21, 2026) (mem. op.) · No. 09-24-00305-CV · Decided May 21, 2026

SUMMARY

The Ninth District Court of Appeals of Texas affirmed a directed verdict for the sellers in a purchaser’s claims involving alleged fraudulent misrepresentations and nondisclosures concerning a waterfront property’s bulkhead, retaining wall, pool, and related conditions. The court addressed justifiable reliance, causation, damages, and the exclusion of proposed expert testimony concerning repair costs and property damage. The opinion concludes that the purchaser lacked legally sufficient evidence to support his remaining claims.

CASE DETAILS

COURT	Court of Appeals for the Ninth District of Texas at Beaumont
WRITING FOR THE COURT	Jay Wright; Golemon, C.J.; Johnson, J.; Jay Wright, J.
JURISDICTION	Court of Appeals for the Ninth District of Texas at Beaumont
DECIDED	May 21, 2026
DOCKET	09-24-00305-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a directed verdict entered against the plaintiff after the plaintiff rested in a real-property misrepresentation action, and from the exclusion of proposed expert testimony.
STANDARD OF REVIEW	The directed-verdict ruling is reviewed de novo under the legal-sufficiency or no-evidence standard, viewing the evidence in the light most favorable to the nonmovant. The exclusion of expert testimony is reviewed for abuse of discretion; the ruling is upheld if it falls within the zone of reasonable disagreement.
PRECEDENTIAL VALUE	Unpublished memorandum opinion; nonprecedential or of limited precedential value under applicable Texas rules.
PARTIES	Sapramjeet Singh v. Tanweer Ahmed, Sarwat Ahmed

TOPICS

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fraud

consumer protection

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standard of review

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether legally sufficient evidence supported Singh's DTPA, fraud, statutory real-estate fraud, and negligent-misrepresentation claims despite the as-is clause in the purchase contract.
2. Whether the as-is clause was unenforceable because the Ahmeds fraudulently concealed or misrepresented the property's condition or impaired Singh's ability to inspect it.
3. Whether Singh presented evidence of the legally proper measure and amount of damages for the alleged property injury.
4. Whether the trial court abused its discretion by excluding Munsinger's expert testimony for failure to comply with the docket control order and Texas Rule of Civil Procedure 195.5.

HOLDINGS

1. The as-is clause was enforceable because Singh failed to produce evidence that the Ahmeds fraudulently concealed known information, fraudulently induced him to enter the contract, or prevented him from inspecting the property. The inaccurate seller's disclosure did not establish actionable reliance because Ahmed separately disclosed the bulkhead problem by text and provided the prior inspection report.
2. The alleged injury was temporary because it could be repaired. Accordingly, the proper measure of damages was the reasonable and necessary cost of repair, subject to the economic-feasibility rule, rather than diminution in market value. Singh presented no evidence that the projected repair costs were reasonable and necessary, so he failed to establish damages.
3. The trial court properly directed a verdict because Singh lacked legally sufficient evidence of essential elements shared by his remaining claims, including actionable misrepresentation, reliance or causation, and damages.
4. The trial court did not abuse its discretion by excluding Munsinger's expert testimony because Singh's designation did not provide the opinions and bases required by the docket control order and Texas Rule of Civil Procedure 195.5.

KEY QUOTATIONS

“These omissions, however, do not support Singh’s arguments of actionable misrepresentation, since Singh could not have relied on them, despite his contrary testimony.” (29-30)

“Since the Ahmeds satisfied the Prudential criteria for enforcing an “as is” clause, and since Singh produced no evidence that the Ahmeds fraudulently concealed information known to them, fraudulently induced Singh to enter the contract, or prevented Singh from inspecting the property, the “as is” clause is enforceable.” (32)

“Since the record shows no evidence that the projected repair costs for either the bulkhead or the pool are reasonable and necessary, there is no evidence of Singh’s damages.” (34-35)

“Since Singh’s expert disclosure provided only a general description of the subjects on which Munsinger would testify--and did not include a summary of Munsinger’s opinions, the opinions, or the basis for those opinions, so as to enable the Ahmeds to prepare to cross-examine or rebut that proposed expert testimony--the trial court was within its discretion in excluding the expert portion of Munsinger’s testimony.” (37)

FACTUAL BACKGROUND

Singh purchased the Ahmeds' waterfront home in May 2021 through an arm's-length transaction containing an as-is provision. Before closing, Ahmed told Singh that the bulkhead needed repair and might cost approximately \$60,000, Singh's project manager inspected the property and observed a pushed-out portion of the bulkhead, and Ahmed provided Singh with an earlier inspection report. After closing, Singh alleged that additional problems with the bulkhead, retaining wall, pool, and related structures became apparent, but he did not repair the property before reselling it in 2023. Singh sought damages based primarily on the property's reduced resale value, while the trial court excluded Munsinger's expert testimony concerning repair scope and cost because her opinions were not timely or adequately disclosed.

PROCEDURAL HISTORY

Singh sued the Ahmeds after purchasing their waterfront home, asserting claims under the Texas Deceptive Trade Practices Act, common-law fraud, statutory fraud in a real-estate transaction, civil conspiracy, and negligence. Singh abandoned the civil-conspiracy and part of the negligence claims during trial. After Singh presented his case, the trial court granted the Ahmeds' motion for directed verdict on the remaining claims and excluded Kimberly Munsinger's expert testimony for inadequate disclosure under the docket control order. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Prudential Ins. Co. of Am. v. Jefferson Assocs., Ltd., 896 S.W.2d 156 (Tex. 1995)
- JPMorgan Chase Bank, N.A. v. Orca Assets, G.P., L.L.C., 546 S.W.3d 648 (Tex. 2018)
- City of Keller v. Wilson, 168 S.W.3d 802 (Tex. 2005)
- Hall v. Rogers, No. 01-19-00408-CV, 2021 Tex. App. LEXIS 5143 (Tex. App.—Houston [1st Dist.] June 29, 2021, pet. denied) (mem. op.)
- Grove v. Franke, No. 09-18-00119-CV, 2019 Tex. App. LEXIS 9165 (Tex. App.—Beaumont Oct. 17, 2019, pet. denied) (mem. op.)
- Van Duren v. Chife, 569 S.W.3d 176 (Tex. App.—Houston [1st Dist.] 2018, no pet.)
- Gilbert Wheeler, Inc. v. Enbridge Pipelines (E. Tex.), L.P., 449 S.W.3d 474 (Tex. 2014)

- Gicor, Inc. v. Brewer, No. 09-21-00222-CV, 2023 Tex. App. LEXIS 5545 (Tex. App.—Beaumont July 27, 2023, pet. denied) (mem. op.)
- McGinty v. Hennen, 372 S.W.3d 625 (Tex. 2012)
- Gharda USA, Inc. v. Control Sols., Inc., 464 S.W.3d 338 (Tex. 2015)
- Downer v. Aquamarine Operators, Inc., 701 S.W.2d 238 (Tex. 1985)
- Windrum v. Kareh, 581 S.W.3d 761 (Tex. 2019)
- Fults v. Standley, No. 09-22-00126-CV, 2025 Tex. App. LEXIS 5653 (Tex. App.—Beaumont July 31, 2025, pet. filed) (mem. op.)
- In re Ybarra, No. 09-22-00212-CV, 2022 Tex. App. LEXIS 6338 (Tex. App.—Beaumont Aug. 25, 2022, no pet.) (mem. op.)
- Miller v. Kennedy & Minshew, 142 S.W.3d 325 (Tex. App.—Fort Worth 2003, pet. denied)
- Kempner v. Heidenheimer, 65 Tex. 587 (1886)
- Barry v. Jackson, 309 S.W.3d 135 (Tex. App.—Austin 2010)

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