

COURT OF APPEALS OF INDIANA

Whitesell Precision Components Inc. v. Autoform Tool & Manufacturing LLC and Hitachi Automotive Systems Inc.

Whitesell Precision Components · No. 25A-PL-1182 · Decided June 4, 2026

SUMMARY

The Indiana Court of Appeals held that Autoform, having committed the first material breach of the parties’ contract, could not recover damages for Whitesell’s subsequent breaches. The court reversed the judgment in Autoform’s favor on its breach-of-contract counterclaim, affirmed the denial of Autoform’s attorney-fee request, and remanded for recalculation of the net damages award.

CASE DETAILS

COURT	Court of Appeals of Indiana
WRITING FOR THE COURT	Judge DeBoer; Judge Brown; Judge Altice
JURISDICTION	Court of Appeals of Indiana
DECIDED	June 4, 2026
DOCKET	25A-PL-1182
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Whitesell appealed from a final judgment after multiple bench trials, challenging the trial court's ruling allowing Autoform to recover damages on its breach of contract counterclaim despite Autoform's first material breach. Autoform cross-appealed the denial of its motion to correct error concerning attorneys' fees under Indiana Code section 34-52-1-1.

STANDARD OF REVIEW	Because Whitesell appealed from a negative judgment on an affirmative defense, the court would reverse only if the judgment was contrary to law, viewing the evidence and reasonable inferences in the light most favorable to Autoform and requiring Whitesell to show that the evidence points unerringly to a different conclusion. For findings and conclusions under Indiana Trial Rule 52, the court reviewed whether the evidence supported the findings and whether the findings supported the judgment; findings are set aside only if clearly erroneous, and legal conclusions are reviewed de novo. The denial of Autoform's motion to correct error concerning prevailing-party status was reviewed under the applicable standard for such rulings.
PRECEDENTIAL VALUE	Published Indiana Court of Appeals opinion
PARTIES	Whitesell Precision Components Inc. v. Autoform Tool & Manufacturing LLC

TOPICS

material breach breach of contract appellate procedure standard of review remedies

PRACTICE AREAS

contract law commercial litigation appellate procedure attorneys' fees contract remedies

QUESTIONS PRESENTED

1. Whether a party that committed the first material breach of a contract may nevertheless recover damages for the other party's later breaches when the parties continued performing under the contract.
2. Whether Autoform was a prevailing party entitled to additional attorneys' fees under Indiana Code section 34-52-1-1 after its breach of contract counterclaim was awarded damages but those damages were offset against Whitesell's larger award.

HOLDINGS

1. A party first guilty of a material breach may not maintain an action against the other party or seek to enforce the contract against that party after the other party subsequently breaches. The court rejected the trial court's reliance on Watson Water Company as recognizing an exception based on continued performance and held that Autoform could not recover damages on its breach of contract counterclaim.
2. Autoform was not a prevailing party entitled to additional attorneys' fees under Indiana Code section 34-52-1-1 because the court reversed the judgment in Autoform's favor on its breach of contract counterclaim and Autoform did not receive a favorable judgment.

KEY QUOTATIONS

“Accordingly, even if we were to accept Autoform’s logic, Whitesell clearly attempted to invoke “Option 1” by terminating the parties’ contractual relationship and immediately suing for breach in late 2016. Therefore, as the party guilty of the first material breach, Autoform would have no right to recover against Whitesell for its subsequent breaches, which occurred after injunctive relief was entered in 2017.” (at 20-21)

“For these reasons, we (1) reverse and remand the judgment in favor of Autoform on its breach of contract counterclaim with instructions for the trial court to enter judgment in Whitesell’s favor on that claim and to recalculate the net damages award accordingly, and (2) affirm the trial court’s denial of Autoform’s motion to correct error.” (at 22)

FACTUAL BACKGROUND

Whitesell supplied injector cups to Autoform in a directed-buy arrangement for use in fuel rail assemblies sold to Hitachi. After Hitachi approved a low-volume price of \$2.74 per injector cup, Autoform continued paying Whitesell the prior high-volume price of \$2.47 while receiving the higher price from Hitachi. Whitesell demanded payment of the low-volume price and eventually stopped shipments, leading Autoform to obtain a temporary restraining order and preliminary injunction requiring continued shipments. During the injunction period, Whitesell later made unauthorized manufacturing-process changes that caused quality problems, and the trial court found both parties liable for breaches, with Autoform having committed the first material breach.

PROCEDURAL HISTORY

The parties litigated contract, injunction, arbitration, manufacturing-defect, damages, and fee issues in the Marion Superior Court for nearly a decade. After a 2021 liability trial, a 2023 trial concerning manufacturing defects and fee claims, and a 2024 damages trial, the trial court awarded damages to both parties, offset the awards, and entered a net judgment for Whitesell. The court denied Autoform's request for additional attorneys' fees on the ground that Autoform was not a prevailing party. The Court of Appeals reversed the judgment in Autoform's favor on its breach counterclaim, affirmed the denial of fees, and remanded for recalculation of the net damages award.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Enter judgment in Whitesell's favor on Autoform's breach of contract counterclaim and recalculate the net damages award accordingly. The denial of Autoform's motion to correct error was affirmed.

CASES CITED

- Whitesell Precision Components, Inc. v. Autoform Tool & Mfg., LLC, 110 N.E.3d 380, 381-82 (Ind. Ct. App. 2018), trans. denied
- Whitesell Precision Components, Inc. v. Autoform Tool & Mfg., LLC, 129 N.E.3d 830 (Table), 2019 WL 2588359, at *5 (Ind. Ct. App. June 25, 2019) (unpublished)

- Autoform Tool & Mfg., LLC v. Whitesell Precision Components, Inc., 197 N.E.3d 852 (Table), 2022 WL 10861415, at *8 (Ind. Ct. App. Oct. 19, 2022) (unpublished)
- TKG Assocs., LLC v. MBG Monmouth, LLC, 259 N.E.3d 306, 316 (Ind. Ct. App. 2025)
- A House Mechs., Inc. v. Massey, 124 N.E.3d 1257, 1262 (Ind. Ct. App. 2019)
- Sri Shirdi Saibaba Sansthan of Tri State, Inc. v. Farmers State Bank of Alto Pass, 194 N.E.3d 55, 59-60 (Ind. Ct. App. 2022), trans. denied
- Smith v. Dermatology Assocs. of Fort Wayne, P.C., 977 N.E.2d 1, 4 (Ind. Ct. App. 2012)
- Tompa v. Tompa, 867 N.E.2d 158, 163 (Ind. Ct. App. 2007)
- Watson Water Co., Inc. v. Indiana-Am. Water Co., Inc., 85 N.E.3d 840, 849 (Ind. Ct. App. 2017)
- Southeast Land Dev. Ltd. v. Primrose Mgmt. L.L.C., 952 N.E.2d 563, 569, 571 (Ohio Ct. App. 2011)
- Metro Holdings One, LLC v. Flynn Creek Partner, LLC, 25 N.E.3d 141, 160 (Ind. Ct. App. 2014), trans. denied
- Fischer v. Heymann, 12 N.E.3d 867, 872 (Ind. 2014), reh'g denied
- PML Dev. LLC v. Vill. of Hawthorn Woods, 226 N.E.3d 1163, 1174-75 (Ill. 2023)
- Williamson v. U.S. Bank Nat'l Ass'n, 55 N.E.3d 906, 914 (Ind. Ct. App. 2016)
- Klepper v. ACE Am. Ins. Co., 999 N.E.2d 86, 96 (Ind. Ct. App. 2013), reh'g denied, trans. denied
- River Ridge Dev. Auth. v. Outfront Media, LLC, 146 N.E.3d 906, 913 (Ind. 2020)