IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2018] SGHCR 14

HC/OS 906 of 2018
HC/SUM 4259 of 2018

Between

Chee Yin Meh

… Plaintiff / Respondent

And

(1) Sim Guan Seng
(2) Khor Boon Hong
(3) Goh Yeow Kiang Victor

… Defendants / Applicants

GROUNDS OF DECISION

[Civil Procedure – Discovery of Documents]
[Trusts – Constructive Trusts]

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Chee Yin Meh
v
Sim Guan Seng and others

[2018] SGHCR 14

High Court — Originating Summons No 906 of 2018 (Summons No 4259 of 2018)
Justin Yeo AR
8 and 16 October 2018

24 October 2018 Judgment reserved.

Justin Yeo AR:

1 This decision concerns an application for specific discovery ("the Application"), in which the central issue was as follows: should a party claiming a beneficial interest in a piece of property under an alleged common intention constructive trust be ordered to give discovery of documents relating to her financial contributions towards that property?

2 On 16 October 2018, I granted the discovery sought subject to certain limitations as described in [38] below, and now provide written grounds for my decision.

Background

3 The piece of property in question ("the Property") was purchased and registered in the sole name of Mr Fan Koh Him ("Mr Fan") in May 2011. The

payments towards the purchase price and renovation costs of the Property were made out of the following bank accounts and loans:

(a) 1% of the purchase price (*ie* the option fee) was paid out of an Oversea-Chinese Banking Corporation account held jointly in the names of Mr Fan and the Plaintiff ("the OCBC Joint Account") in May 2011, with another 15% of the purchase price paid out of the same account in August 2011.

(b) 4% of the purchase price (*ie* the exercise fee) was paid out of a Post Office Savings Bank account held jointly in the names of Mr Fan and the Plaintiff ("the POSB Joint Account") in May 2011.

(c) 80% of the purchase price was to be paid by way of a mortgage loan from DBS Bank, which was taken out in Mr Fan's sole name ("the DBS Mortgage Loan").

(d) The renovation costs were paid entirely from a separate loan from DBS Bank, which was also taken out in Mr Fan's sole name ("the DBS Renovation Loan").

4 Mr Fan was subsequently adjudged bankrupt on 30 March 2017. Mr Sim Guan Seng, Mr Khor Boon Hong and Mr Goh Yeow Kiang Victor ("the Defendants") were appointed as private trustees pursuant to the bankruptcy order. The Defendants sold the Property in the process of realising the assets of Mr Fan's estate.

5 On 25 July 2017, the then-solicitors for Mr Fan's wife, Mdm Chee Yin Meh ("the Plaintiff"), wrote to the Defendants, demanding that the Defendants account for the sale proceeds of the Property and distribute half of the sale

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proceeds to the Plaintiff on the basis that the Plaintiff had a beneficial interest in a half-share of the Property. In the letter, the Plaintiff's then-solicitors emphasised that Mr Fan and the Plaintiff had "shared the cost of purchasing and renovation expenses of the [Property]", and that at all times, Mr Fan intended to acquire the Property jointly and equally with the Plaintiff notwithstanding his sole legal title to the Property. The Plaintiff's then-solicitors further emphasised that the Plaintiff would be "collating documents evidencing loan servicing payments and her financial contributions to the payment of the Purchase Price of the [Property]". The letter enclosed more than 30 pages of documents, which included cheque stubs, cashier's orders, mortgage loan agreements and a summary of cash transfers by the Plaintiff to one of the accounts.

6 On 11 October 2017, the Plaintiff's then-solicitors wrote to the Defendants' solicitors, enclosing another 100 pages of documents "evidencing loan servicing payments, [the Plaintiff's] financial contributions to the payment of the Purchase Price of the [Property] and further relevant documents".

7 On 24 July 2018, the Plaintiff brought an Originating Summons ("the OS"), seeking a declaration of her beneficial interest in a half-share of the Property on the basis of a common intention constructive trust. She further sought an order that the Defendants transfer half of the sale proceeds to her, after giving an account of the costs and disbursements incurred in the sale process. In the Plaintiff's affidavit filed in support of the OS ("the Plaintiff's OS Affidavit"), she averred that both she and Mr Fan had a common intention for the Property to be jointly owned by both of them. She also set out in considerable detail the financial arrangements in relation to the payment of the purchase price and renovation costs of the Property. This revealed a complex web of financial arrangements involving several bank accounts and loans, which

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allegedly underlay the payment arrangements stated in [3] above. A brief summary of these underlying financial arrangements is as follows:

(a) From 2011 to 2015, the 15% paid out of the OCBC Joint Account came from a CIMB Bank account held jointly in the names of Mr Fan and the Plaintiff ("the CIMB Joint Account"). The funds for the CIMB Joint Account, in turn, came from a term loan from CIMB Bank ("the CIMB Loan"). The DBS Loan, the CIMB Loan and the DBS Renovation Loan were serviced by the balance of the disbursement under the CIMB Loan itself, as well as funds from the POSB Joint Account.

(b) From 2016 to 2017, the DBS Loan and the DBS Renovation Loan were serviced by funds from the POSB Joint Account and a POSB account held solely in Mr Fan's name ("Fan's POSB Account"). In turn, the funds in the POSB Joint Account and Fan's POSB Account allegedly came from the Plaintiff's cash deposit as well as other DBS and UOB accounts held solely in the Plaintiff's name.

8 In the light of the web of financial arrangements, the Defendants' solicitors repeatedly requested the Plaintiff to furnish documents required for identifying the transactions and the source of the funds in the various accounts. The most recent request was made on 17 August 2018. The Plaintiff again objected to providing the documents sought, thus resulting in the Application being taken out on 13 September 2018.

9 As a footnote, given the extent of factual disagreement in relation to the Plaintiff's financial contributions, it was somewhat puzzling that the substantive dispute was proceeding by way of an OS rather than a writ. However, the distinction did not have any impact on my decision, as neither party contended

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that discovery principles operated differently in an OS situation. Indeed, O 24 r 4(1) of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) ("Rules of Court") specifically states that the court may make a discovery order under O 24 r 1 of the Rules of Court regardless of the mode of commencement of proceedings (*ie* "whether begun by writ, originating summons or otherwise").

The Application

10 By way of the Application, the Defendants sought specific discovery of documents that would enable them to determine the sources of the funds for the OCBC Joint Account (from 1 January 2011 to 30 September 2011), the POSB Joint Account (leading up to and after May 2011), the DBS Loan (from 2011 to 2017) and the CIMB Loan (from 2011 to 2017). The Defendants specified that the documents sought included documents that would enable the identification of those who had deposited money into or received monies withdrawn from the accounts in question.

11 In the lead up to the hearing, the Defendants independently managed to obtain account statements for some of the accounts held solely and in joint names by Mr Fan, as set out in the 4 October 2018 affidavit of Mr Goh Yeow Kiang Victor. As such, they were able to reduce the scope of the requests to the account statements which they had hitherto been unable to obtain from the various banks.

12 The Plaintiff resisted the Application on the basis that the documents sought were irrelevant for determining whether a common intention constructive trust arose, and that the discovery sought was in any event unnecessary.

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Issues

13 The Application gave rise to two issues:

(a) First, whether documents relating to the Plaintiff's financial contributions in the purchase and renovation of the Property were relevant for determining the existence of the alleged common intention constructive trust.

(b) Second, whether the discovery sought was necessary.

First Issue: Whether the documents sought were relevant

14 The main issue in the OS concerned whether the Plaintiff had a beneficial interest in a half-share of the Property on the basis of a common intention constructive trust. The first issue in the Application was therefore whether documents relating to the Plaintiff's financial contributions in the purchase and renovation of the Property were relevant for determining the existence of the alleged common intention constructive trust.

Parties' Arguments

15 Counsel for the Plaintiff, Ms Lee Ping ("Ms Lee"), submitted that the documents sought were irrelevant to the OS. The key authority she relied on was the High Court decision of *Lai Hoon Woon (executor and trustee of the estate of Lai Thai Lok, deceased) v Lai Foong Sin and another* [2016] SGHC 113 ("*Lai Hoon Woon*"). In particular, she cited the following observations of the court (*Lai Hoon Woon* at [95]):

> A common [intention] constructive trust arises when A relies to his detriment on a common intention that the beneficial interest in a property is to be shared. Such an intention may (a) arise

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> from express discussion; (b) take the form of an inferred common intention, as evidenced by direct financial contributions by A to the purchase price; or (c) in exceptional situations, arise from other conduct by A which gives rise to an implied common intention.… The conduct necessary for a common intention need not always be financial, though relevant non-financial contributions would be the exception. The focus remains very much on the financial contributions of the parties. A key difference between common intention constructive trusts and resulting trusts is that *in the former the division of beneficial interest does not follow a strict arithmetic calculus but is along the lines of the parties' express, inferred or implied common intention.* … [emphasis added]

16 Relying on this passage, Ms Lee made two related arguments:

(a) First, as the Plaintiff was proceeding on the basis of common intention constructive trust (*contra* resulting trust), on the authority of *Lai Hoon Woon*, it would be incorrect to engage in "strict arithmetic calculus" to determine the extent of the Plaintiff's beneficial interest in the Property. The Defendants' attempt to engage in what Ms Lee described as a "forensic accounting exercise" was therefore an unjustified attempt to seek discovery of irrelevant material.

(b) Second, the statement in *Lai Hoon Woon* that "[t]he focus remains very much on the financial contributions of the parties" applied only where the parties sought to rely on *inferred* or *implied* common intention, and not where the common intention arose from *express discussion*. In this regard, Ms Lee contended that the Plaintiff was relying on express discussions between the Plaintiff and Mr Fan as the basis for the alleged common intention constructive trust, as well as a number of additional points, *eg*, that the Property was intended to be a family home (rather than an investment property) and that some of the monies paid came from joint accounts (rather than entirely from Mr

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> Fan's personal accounts). She emphasised that the Plaintiff had at no point represented that she had contributed any specific percentage of the purchase price and renovation costs.

17 When queried as to why the Plaintiff had adduced considerable amounts of evidence of her financial contributions to the Property, Ms Lee explained that this was by way of "background information" only.

18 Counsel for the Defendants, Mr Alexander Yeo ("Mr Yeo"), disagreed with Ms Lee's submissions. He pointed out that in the very passage cited by Ms Lee, the court had clearly recognised that financial contributions were relevant for determining the common intention of the parties. He also added that courts have, on various occasions, considered the sources of funds used for the purchase of property in determining whether a common intention constructive trust arose on the facts, although he acknowledged that these decisions did not relate directly to discovery obligations: see, *eg*, *Wong Meng Cheong and another v Ling Ai Wah and another* [2012] 1 SLR 549 and *Ng So Hang v Wong Sang Woo* [2018] SGHC 162 ("*Ng So Hang*").

19 On the facts of the present case, Mr Yeo submitted that the Plaintiff's true position was that the alleged common intention was demonstrated by her financial contributions to the Property, as evident from paragraph 1.3.10 of the Plaintiff's OS Affidavit:

> 1.3.10 Our common intention to hold [the Property] in equal shares is demonstrated *inter alia* by the fact that:
>
> (a) both of us had applied our monies toward the purchase price and renovation expenses of [the Property]; and
>
> (b) we had taken a term loan from CIMB which was utilised to *inter alia* fund the purchase of [the Property]

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> and make loan servicing payments towards the DBS Loan taken out by Fan. This CIMB loan was secured by a mortgage on [another property], a property jointly-owned by Fan and I, which the [Defendants] do not dispute.

20 Mr Yeo further pointed out that the bulk of the Plaintiff's OS Affidavit concerned the complex web of financial arrangements evidencing the Plaintiff's financial contributions (see [7] above). This approach was entirely consistent with the approach taken by the Plaintiff in the early round of letters, in which she had of her own volition adduced in excess of 100 pages of account statements, cheque stubs, cashier's orders and other evidence of cash transfers, and had taken the position that her financial contributions supported the alleged common intention constructive trust (see [5] and [6] above).

21 Mr Yeo also contended that the circumstances of the case further rendered relevant and necessary the discovery of documents relating to the Plaintiff's financial contributions. In particular, Mr Fan appeared to have been the only gainfully employed person in the marriage at the relevant time and it was therefore curious as to how the Plaintiff managed to contribute funds towards the Property. Furthermore, records suggested that the Plaintiff may have withdrawn more money from the joint accounts than she had contributed, and thus cannot claim to have contributed through the joint accounts. Finally, the source of funds for the repayment of certain loans raised concerns over whether the loans were in fact used to pay for the Property; for instance, there appeared to be round-tripping of the CIMB Loan funds to pay for the CIMB Loan itself, instead of being used to pay for the Property.

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Decision

22 In determining the first issue, it was necessary to examine briefly the law on common intention constructive trusts. In essence, a person acquires a beneficial interest in a property pursuant to a common intention constructive trust when he relies, to his detriment, on a common intention that the beneficial interest in that property is to be shared. Such common intention may arise from *express* discussion, be *inferred* from evidence of that person's financial contributions to the purchase price of the property, or exceptionally, be *implied* by other relevant conduct of that person: see, *eg*, *Lai Hoon Woon* at [95].

23 Where parties claim, in the absence of an express trust, beneficial interests in a property that differ from the legal interest, common intention constructive trust analysis must be considered in the context of the analytical framework for approaching such situations, as set out in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 ("*Chan Yuen Lan*") at [160]:

> 160 In view of our discussion above, a property dispute involving parties who have contributed unequal amounts towards the purchase price of a property and who have not executed a declaration of trust as to how the beneficial interest in the property is to be apportioned can be *broadly* analysed using the following steps in relation to the available evidence:
>
> (a) Is there sufficient evidence of the parties' respective financial contributions to the purchase price of the property? If the answer is "yes", it will be presumed that the parties hold the beneficial interest in the property in proportion to their respective contributions to the purchase price (*ie*, the presumption of resulting trust arises). If the answer is "no", it will be presumed that the parties hold the beneficial interest in the same manner as that in which the legal interest is held.
>
> (b) Regardless of whether the answer to (a) is "yes" or "no", is there sufficient evidence of an express or an inferred common intention that the parties should hold

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> the beneficial interest in the property in a proportion which is different from that set out in (a)? If the answer is "yes", the parties will hold the beneficial interest in accordance with that common intention instead, and not in the manner set out in (a). In this regard, the court may not impute a common intention to the parties where one did not in fact exist.
>
> (c) If the answer to both (a) and (b) is "no", the parties will hold the beneficial interest in the property in the same manner as the manner in which they hold the legal interest.
>
> (d) If the answer to (a) is "yes" but the answer to (b) is "no", is there nevertheless sufficient evidence that the party who paid a larger part of the purchase price of the property ("X") intended to benefit the other party ("Y") with the entire amount which he or she paid? If the answer is "yes", then X would be considered to have made a gift to Y of that larger sum and Y will be entitled to the entire beneficial interest in the property.
>
> (e) If the answer to (d) is "no", does the presumption of advancement nevertheless operate to rebut the presumption of resulting trust in (a)? If the answer is "yes", then: (i) there will be no resulting trust on the facts where the property is registered in Y's sole name (*ie*, Y will be entitled to the property absolutely); and (ii) the parties will hold the beneficial interest in the property jointly where the property is registered in their joint names. If the answer is "no", the parties will hold the beneficial interest in the property in proportion to their respective contributions to the purchase price.
>
> (f) Notwithstanding the situation at the time the property was acquired, is there sufficient and compelling evidence of a subsequent express or inferred common intention that the parties should hold the beneficial interest in a proportion which is different from that in which the beneficial interest was held at the time of acquisition of the property? If the answer is "yes", the parties will hold the beneficial interest in accordance with the subsequent altered proportion. If the answer is "no", the parties will hold the beneficial interest in one of the modes set out at (b)–(e) above, depending on which is applicable.

(emphasis in original)

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24 The opening words of [160(a)] of *Chan Yuen Lan* made clear that financial contributions were relevant to the first stage of inquiry, which concerned the issue of whether a presumption of resulting trust arose. However, there was no express statement on whether financial contributions would be relevant if a party sought only to rely on establishing a common intention constructive trust, without claiming any beneficial interest under a resulting trust. I therefore considered two subsequent High Court decisions which provided further guidance on the relevance of financial contributions in common intention constructive trust analysis.

(a) In *Lai Hoon Woon*, the court found that while non-financial contributions may be relevant in discerning the common intention, these would be "the exception", and "[t]he focus remains very much on the financial contributions of the parties" (*Lai Hoon Woon* at [95]). This was because financial contributions lay down "a clear if not the clearest marker of a common intention", and would also serve the additional purpose of constituting relevant evidence of conduct in reliance on the common intention (*Lai Hoon Woon* at [114]).

(b) Similarly, in *Ng So Hang*, the court held that the making of financial contributions towards the purchase price is "generally necessary for a constructive trust to arise"; without such financial contributions, and in the absence of some other form of detrimental reliance, there would be little basis for imposing a constructive trust on the back of a bare promise (*Ng So Hang* at [66], citing John McGhee, *Snell's Equity* (Sweet & Maxwell, 33rd ed, 2015) at para 24-057).

25 In the light of the above, while I agreed with Ms Lee that the apportionment of beneficial interest in common intention constructive trust

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analysis was not based on a "strict arithmetic calculus" (see [16(a)] above), it did not follow that financial contributions were therefore irrelevant. Indeed, *Lai Hoon Woon* and *Ng So Hang* have suggested that financial contributions are usually the main focus of the analysis.

26 I would add a further observation which may provide an additional perspective from which to approach the relevance of financial contributions where a party has claimed a beneficial interest under a common intention constructive trust, without claiming any such interest under a resulting trust. As mentioned at [24] above, *Chan Yuen Lan* did not deal directly with such a situation. However, I would venture to suggest that even in such a case, if that party has adduced evidence of his or her financial contributions, that party should generally be made to prove the contributions made. Put another way, if some evidence of financial contributions has been, or will be, placed before the court, all relevant evidence of such contributions ought to be adduced even if the party does not claim any interest under a resulting trust. This is to ensure that the court may determine, in accordance with the approach in *Chan Yuen Lan*, the eventual holding of beneficial interests in the event that there is insufficient evidence to support the existence of a common intention constructive trust.

27 I turn now to the facts of the present case. Here, it is patently clear from the Plaintiff's OS Affidavit (see [7] and [19]–[20] above) and the earlier letters (see [5]–[6] above) that the Plaintiff had expended considerable effort in evidencing her financial contributions, and intended to put these in issue in the OS. Indeed, the Plaintiff's OS Affidavit stated that her solicitors had provided "information" to the Defendants which "clearly establish Fan's and my common intention to hold [the Property] in equal shares", such "information" being a

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reference to the earlier letters as well as further documents relating to the Plaintiff's financial contributions. There were also express statements in the Plaintiff's OS Affidavit which suggested that her personal financial contributions were very much in issue. For instance:

> 3.2.6 I also made personal contributions to the servicing of the [DBS Loan, the DBS Renovation Loan and the CIMB Loan].
>
> …
>
> 3.3 My Contribution to the Servicing of the [Loans]
>
> 3.3.1 From February 2016 to February 2017, I contributed approximately $314,900 which was accumulated in the course of my personal savings, a personal loan from my sister, and investments, to: [the POSB Joint Account, the CIMB Joint Account and Fan's POSB Account].
>
> 3.4 The funds which were transferred… were used to service the DBS Loan and the DBS Renovation Loan. Funds that were transferred into the POSB Joint Account were subsequently transferred to [Fan's] POSB Account. The funds transferred to the [CIMB Joint Account] were used to service the CIMB Loan. A summary of cash transfers, cheque deposits and transfers made by me… and the supporting documentation, together with a table showing the source of my funds have been exhibited ….
>
> …
>
> **4. MY FURTHER CONTRIBUTIONS TO [THE PROPERTY]**
>
> 4.1 Property Tax - $13,126
>
> 4.1.1 From 2012 to 2017, I paid the property tax for [the Property] amounting to approximately $13,126. …
>
> …
>
> (emphasis in original)

28 The Plaintiff cannot on the one hand delve extensively into her financial contributions as evidence of the alleged common intention, while on the other hand take the position that documents relating to her financial contributions are irrelevant. If she wished to buttress her claim for a common intention

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constructive trust by relying on evidence of her financial contributions, surely the Defendants ought to be permitted to examine the full extent of these contributions. Indeed, while Ms Lee submitted that the financial contributions were "background information" only (see [17] above), she also took the position that these were "a factor to show that there was a common intention".

29 The analysis may have been different if the Plaintiff had not adduced any evidence of her financial contributions, and instead made clear her intention to rely only on express discussions to demonstrate the common intention and some other manner of detrimental reliance. However, that was clearly not the situation here. Indeed, other than the Plaintiff's financial contributions, the Plaintiff's OS Affidavit did not mention any other significant form of detrimental reliance, which is one of the key elements for establishing a common intention constructive trust (see [22] and [24(b)] above).

30 Even proceeding on the basis of Ms Lee's submission that the financial contributions were intended solely as "background information", it would appear that more information to verify her financial contributions would still be required. Otherwise, there would be uncertainty as to the weight to be given to the Plaintiff's supposed financial contributions in the absence of any countervailing evidence. Furthermore, in view that some evidence of financial contributions had already been placed before the court, the absence of a complete set of evidence may give rise to the difficulties alluded to (see [26] above) in the event that the Plaintiff fails to establish a common intention constructive trust.

31 I therefore found that the discovery sought in the Application was relevant to the OS.

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Second Issue: Whether the discovery sought was necessary

32 The second issue in the Application concerned the requirement of necessity in O 24 r 7 of the Rules of Court:

> **Discovery to be ordered only if necessary (O. 24, r. 7)**
>
> **7.** On the hearing of an application for an order under Rule 1, 5 or 6, the Court may, if satisfied that discovery is not necessary, or not necessary at that stage of the cause or matter, dismiss or, as the case may be, adjourn the application and shall in any case refuse to make such an order if and so far as it is of opinion that discovery is not necessary either for disposing fairly of the cause or matter or for saving costs.

Parties' Arguments

33 Ms Lee contended that the discovery sought was oppressive as it required the Plaintiff to account for every transfer made in and out of multiple personal and joint accounts, over a period of one to seven years. It would also unjustifiably intrude into the Plaintiff's personal matters, given that the discovery requests required her to identify the persons or entities who deposited money into or received money withdrawn from the accounts, even where these had nothing to do with the Property. In addition, she contended that the discovery requests were vague and unspecified, and that the Defendants were obliged to clearly delineate the documents required and to ensure that the requests were not wider than necessary. Ms Lee also surmised that even if discovery was ordered, it would be "almost certain" that the Defendants would have to inquire into the purpose of each deposit and withdrawal (*ie* whether it was for the benefit of the Plaintiff, Mr Fan, or both). As a result of all of the above, the probative value of the documents sought would be so slight such that, even if they existed, this would not justify the inconvenience that such discovery would cause to the Plaintiff.

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34 Mr Yeo pointed out that as a starting point, the court may order discovery even if it would cause inconvenience to the Plaintiff (citing *Singapore Court Practice 2018* (Jeffrey Pinsler gen ed) (LexisNexis, 2018) at paragraph 24/1/5). He further went on to argue that the requests were not oppressive at all, raising four arguments:

(a) First, the Plaintiff had already gone through the transfers and transactions and exhibited those favourable to her case in the Plaintiff's OS Affidavit (while, *inter alia*, redacting the unfavourable portions).

(b) Second, the alleged complexity of the discovery exercise arose entirely from the very nature of the Plaintiff's own claims in the OS, where she delved into a complex web of financial arrangements. The complexity involved made it even more necessary for proper discovery to be given, so as to ensure that the Plaintiff's financial contributions could be accurately assessed.

(c) Third, the contention that the Defendants had to inquire into the purpose of each deposit and withdrawal was "bizarre", because the Plaintiff had seen no need to provide any explanations for the transfers or transactions which she had exhibited in support of her position. Furthermore, such a contention would only suggest that the documents provided would be insufficient, and might well be a basis for further rather than less discovery.

(d) Fourth, the Defendants had successfully obtained most of the relevant account statements involved, and had specifically listed the account statements that remained outstanding (see [11] above). This

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narrowed the scope of discovery sought, and undermined the Plaintiff's arguments on oppressiveness.

Decision

35 It could hardly be said that the discovery sought was oppressive, particularly when keeping in view that the Defendants had proactively narrowed the scope of discovery (see [11] and [34(d)] above). The remaining discovery requests generally required the Plaintiff to request for her account information from the respective banks to, which does not appear to be a particularly onerous task. Indeed, the fact that the Plaintiff had already exhibited redacted versions of some of her account statements in her OS Affidavit suggested that she may already be in possession of the relevant information.

36 The requirement of necessity in O 24 r 7 of the Rules of Court is assessed at the particular "stage of the cause or matter" (see [32] above). This permits the court to calibrate discovery orders as necessary for the present stage of the proceedings, without prejudice to a wider scope of discovery being sought subsequently. In this regard, I was minded to limit the scope of discovery to transactions of a more significant value, as these would more likely have a greater bearing on the Plaintiff's financial contributions to the Property. The narrowed scope would also help to minimise the costs involved in disclosing information and conducting further inquiries on the lower-value transactions, and would also provide some safeguard against unnecessary intrusion into the Plaintiff's personal matters.

37 I therefore sought Mr Yeo's submissions on a reasonable "floor" for the value of transactions for which discovery ought to be given at the present stage of the proceedings. Mr Yeo suggested the value of $20,000. Having considered

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a sampling of the account statements that had been independently obtained by the Defendants, I agreed that $20,000 would be a reasonable "floor" for discovery at this time.

38 I therefore found that the specific discovery sought, limited to the account statements that remained outstanding and to transactions of or exceeding $20,000, was necessary for the fair disposal of the OS and for the saving of costs. This would be without prejudice to the Defendants' right to apply for a fuller scope of discovery should it become necessary to do so at a subsequent stage of the proceedings.

Conclusion

39 For the foregoing reasons, I granted the Application subject to the limitations described in [38] above. I further directed the Plaintiff to make the necessary requests to the banks within two weeks and to file and serve a list of documents within two months of the specific discovery order, with liberty to apply for a reasonable extension of time if so required.

Justin Yeo
Assistant Registrar

Ms Lee Ping and Ms Shirin Swah (Shook Lin & Bok LLP)
for the Plaintiff;
Mr Alexander Yeo and Mr Chew Jing Wei (Allen & Gledhill LLP)
for the Defendants.

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