**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2020] SGHC 196**

Suit No 904 of 2017

Between

Tan Wei Leong (Chen Weilong)

… *Plaintiff*

And

(1) Tan Lee Chin (Chen Lijin)
(2) Tan Wan Fen
(3) Estate of Lai See Moi @ Lai Meow Ching

… *Defendants*

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# SUPPLEMENTAL JUDGMENT

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[Probate and Administration] — [Distribution of assets]
[Probate and Administration] — [Intestate succession]



Version No 1: 27 Oct 2020 (22:41 hrs)

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# Tan Wei Leong
# v
# Tan Lee Chin and others

# [2020] SGHC 196

High Court — Suit No 904 of 2017
Andrew Ang SJ
25–29 November, 2 December 2019, 28 July 2020

15 September 2020 Judgment reserved.

**Andrew Ang SJ:**

## Introduction

1 Following the release of my judgment in *Tan Wei Leong v Tan Lee Chin and others* [2020] SGHC 124 (the "Judgment"), the plaintiff wrote to the Court to seek clarification on whether its fourth prayer for declaratory relief had been granted. The prayer in question was in the following terms:

> (4) A declaration that the signatures purporting to be those of the Plaintiff and the 2nd Defendant upon the document titled "*Power of Attorney*" dated 1 March 2017 (exhibited at ANNEX A hereto) are forgeries;

2 This was one of four declarations prayed for by the plaintiff, the other three being for the purpose of and in connection with upholding a Deed of Family Arrangement between the plaintiff and the defendants.

**Discussion**

3 In the Judgment, the Court ordered that the Deed of Family Arrangement was to be set aside and accordingly, at [103], held that the plaintiff's claim was dismissed with costs.

4 However, as regards the fourth prayer, the Court had earlier in the Judgment at [100(c)] concluded that the first defendant had made or procured forgeries of the signatures of the plaintiff and the second defendant on the Power of Attorney referred to in the fourth prayer. Inadvertently, [103] of the Judgment dismissing the plaintiff's claim omitted to exclude the fourth prayer.

**Orders**

5 The first sentence of [103] of the Judgment is therefore corrected to read as follows:

> Save for the plaintiff's fourth prayer, as to which I grant an order in terms, the plaintiff's claim is dismissed with costs.

6 No change is required to be made to my order as to costs as the dishonest nature of the first defendant's conduct had already been taken into account.

Andrew Ang
Senior Judge

Chan Kia Pheng, Chan Junhao, Justin (Chen Junhao), Leo Zhi Wei (Liang Zhiwei) and Yong Walter (LVM Law Chambers LLC) for the plaintiff;
Choh Thian Chee Irving, Kor Wan Wen, Melissa and Wong Chooi Teng, Sarah (Optimus Chambers LLC) for the first defendant;
Gurbani Prem Kumar (Prem Gurbani) (instructed) and Lim Min, Isabel (Gurbani & Co LLC) for the second defendant;
The third defendant unrepresented.

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