IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2021] SGHC 143

Suit No 548 of 2019

Between

Kwek Pit Seng Jeffrey

… *Plaintiff*

And

Koek Ah Hong

… *Defendant*

JUDGMENT

[Trusts] — [Constructive trusts]
[Land] — [Interest in land] — [Joint tenancy]
[Land] — [Interest in land] — [Tenancy in common]

Version No 1: 22 Jun 2021 (10:34 hrs)

TABLE OF CONTENTS

INTRODUCTION **1**

BACKGROUND **2**

ACQUISITION OF THE PROPERTY 3

CURRENT STATUS OF THE PROPERTY 7

THE CLAIM AND COUNTERCLAIM **8**

THE ISSUES **10**

PLEADINGS AS TO THE TRUST 10

THE TRUST ALLEGED AND ISSUES ARISING 10

WHAT WAS THE COMMON INTENTION AT POINT OF ACQUISITION? 13

An unlikely premise *13*

A shift in scope of protective intention *13*

Mr Kwek's misunderstanding of the "trust" *14*

Mdm Koek's intention at point of acquisition *16*

Conclusion on the parties' intention at point of acquisition *17*

DID MDM FU REIMBURSE MDM KOEK FOR THE INITIAL HALF-SHARE? 18

Source of Mdm Fu's money *19*

Evidence adduced on the reimbursement *23*

Conclusion on reimbursement *26*

PARTIES' SUBSEQUENT CONDUCT 26

Expenses related to the Property *27*

No request for rental *28*

The 2015 payments *29*

Version No 1: 22 Jun 2021 (10:34 hrs)

Severance of the joint tenancy.....*30*

Conclusion on parties' subsequent conduct.....*31*

DECISION ON CLAIM **31**

DECISION ON COUNTERCLAIM **32**

CONCLUSION.....**33**

Version No 1: 22 Jun 2021 (10:34 hrs)

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Kwek Pit Seng Jeffrey
v
Koek Ah Hong

[2021] SGHC 143

General Division of the High Court — Suit No 548 of 2019
Valerie Thean J
4, 5, 9–11 March, 24 May 2021

22 June 2021 Judgment reserved.

Valerie Thean J:

Introduction

1 Half the beneficial ownership of 3 Jalan Ampas, #11-02 Birchwood Mansions, Singapore 325904 ("the Property") is the subject matter of this suit. The Property was acquired in September 2004 by the plaintiff, Jeffrey Kwek Pit Seng ("Mr Kwek"), and the defendant, Koek Ah Hong ("Mdm Koek") as joint tenants. Mdm Koek is the eldest child in a family of eight siblings. Mr Kwek is her youngest sibling. Mdm Koek severed the joint tenancy in June 2016. Mr Kwek contends that the act of severance was in breach of a common intention constructive trust and contends that the entire beneficial interest in the Property is solely his.

Background

2 At the time of the acquisition of the Property, the parties' mother, Fu Kum Chee ("Mdm Fu"), was living with Mdm Koek. Mdm Fu had eight children, as follows:[1]

(a) Mdm Koek, the eldest, who is at present around 74 years of age;

(b) Quek Pet Har (also referred to as "Suzy");

(c) Quek Pat Fatt (also referred to as "Henry");

(d) Kwek Pek Yen (also referred to as "Shelar");

(e) Kwek Pit Chye;

(f) Kwek Pet Cheong (also referred to as "Richard");

(g) Kwek Pek Hoon; and

(h) Mr Kwek, who is at present about 54 years old.

3 In the present suit, Richard and Suzy gave evidence for Mr Kwek. Shelar and Henry were witnesses for Mdm Koek. Mdm Fu had various grandchildren, two of whom gave evidence in the suit:

(a) Kwek Yi Jun, Richard's daughter ("Iris"), who testified in support of Mr Kwek;[2]

---

1 Affidavit of Evidence-in-Chief of Koek Ah Hong dated 13 November 2020 ("Mdm Koek's AEIC") at para 5.

2 Affidavit of Evidence-in-Chief of Kwek Yi Jun dated 12 November 2020 at paras 1, 5 and 6.

Version No 1: 22 Jun 2021 (10:34 hrs)

(b) Tan Chee Siong, Mdm Koek's son ("Andy"), who testified in support of Mdm Koek.[3]

4 The family lived in modest circumstances. It is not disputed that Mdm Koek supported the family after she started work as a printer broker when she was about 18 years of age. She set up her own printing business in 1970 and incorporated Sin Wua Printing Pte Ltd ("Sin Wua") around 1976. She has also been involved in a variety of other businesses subsequently, such as in hospitality and car repair.[4] When Mdm Koek married in 1972, Mdm Fu and Mr Kwek, who was 5 years old at the time, moved in to live with her and her husband, Mr Tan Hwa Seng ("Mr Tan"). Mdm Koek's father was living in a nursing home at the time.[5] Mdm Koek supported them, and also paid for Mr Kwek's education.[6] He obtained a Mechanical Engineering degree from the University of Birmingham, and subsequently a master's degree from the University of Nottingham in or around 1993.[7]

Acquisition of the Property

5 Around 2003, Mr Kwek, who had been living in Shanghai, returned to Singapore and lived at Mdm Koek's home. Mr Kwek had recently been

---

3 Affidavit of Evidence-in-Chief of Tan Chee Siong dated 16 November 2020 ("Andy's AEIC") at paras 1 and 3.

4 Mdm Koek's AEIC at paras 13–15.

5 Mdm Koek's AEIC at para 19.

6 Mdm Koek's AEIC at paras 21, 38 and 40.

7 Mdm Koek's AEIC at para 41.

Version No 1: 22 Jun 2021 (10:34 hrs)

divorced.[8] *Decree nisi* was granted on 10 October 2003 and the order was made absolute on 24 March 2004.[9]

6 On 8 September 2004, Mdm Koek paid the 1% option price for the Property, and followed on to exercise the option on 21 September 2004. The circumstances surrounding the purchase of the Property are disputed and will be analysed in the course of this judgment. Mr Kwek's evidence was that its purchase was for his sole benefit. Mdm Koek's position is that the legal title, that of joint tenancy, reflected parties' intention. It is not disputed that Mdm Koek and Mr Kwek signed an Option Form prepared by the conveyancing solicitors for the transaction, M/s William Chai & Rama ("William Chai & Rama") in November 2004 electing that the Property should be registered in the parties' names as a joint tenancy.[10] Further, it is not disputed that the joint intention of the parties and Mdm Fu at the time of the acquisition was that Mdm Fu would reside with Mr Kwek at the Property.[11]

7 Another issue in dispute relates to the payment for the first half of the purchase price of the Property. It is not disputed that Mdm Koek paid half the purchase price at point of purchase. Prior to 16 November 2004 a 10% deposit of $49,500 had been paid for the purchase of the Property, with the remaining balance of $195,793 for the remainder of the 50% for the Property to be paid upon completion. A further amount of $250,000 was to be paid by Mr Kwek by way of a bank loan.[12] On 26 November 2004, William Chai & Rama issued a

---

8 Mdm Koek's AEIC at para 53.

9 Statement of Agreed Facts dated 28 February 2021 ("SOAF") at paras (b) and (c).

10 Agreed Bundle of Documents ("AB") 7; Defendant's Written Submissions ("DWS") at para 16(e); Plaintiff's Written Submissions ("PWS") at para 44(f).

11 Mdm Koek's AEIC at paras 52 and 54; PWS at para 111.

12 SOAF at para (d).

Version No 1: 22 Jun 2021 (10:34 hrs)

receipt for the sum of $209,630.27 paid from the account of Mdm Koek and Mr Tan.[13] Mr Kwek's case is that Mdm Fu reimbursed Mdm Koek $250,000 for this initial half-share.[14]

8 The sale and purchase of the Property was completed on 30 November 2004 at a purchase price of $495,000.[15] It is not disputed that a mortgage with Citibank Singapore was taken out by Mr Kwek for the remainder of the purchase price of the Property, which he serviced solely.[16] The Property was registered with the parties as joint tenants on 1 December 2004.[17]

9 Mr Kwek began residing at the Property in around September 2005 after renovations were completed, and continued to reside there until January 2014.[18] As for Mdm Fu, after a few nights at the Property, she returned to live with Mdm Koek's family until her demise in hospital on 25 May 2014.[19].

10 By 7 July 2014, the mortgage taken out by Mr Kwek had been fully repaid by him.[20] The redemption of the Property was completed on 15 September 2014.[21] The Total Discharge of Mortgage for the Property was registered on 26 September 2014.[22]

---

13 Plaintiff's Bundle of Documents ("PB"), Tab 5 at p 11.

14 PWS at paras 25 and 52.

15 SOAF at paras (h) and (i).

16 SOAF at para (m).

17 SOAF at para (j).

18 Statement of Claim (Amendment No 1) ("SOC') at para 9; Defence and Counterclaim ("DCC") at para 14.

19 SOC at para 5; DCC at para 9; SOAF at para (l).

20 SOAF at para (m).

21 SOAF at para (n).

22 SOAF at para (o).

Version No 1: 22 Jun 2021 (10:34 hrs)

11 After Mr Kwek moved out, the Property was leased out as follows:

(a) First, from 18 April 2014 to 17 April 2016 at a monthly rent of $3,600.[23] This lease was extended on 30 March 2016 to 17 April 2017[24] and thereafter terminated on 20 January 2017.[25]

(b) Second, from 10 December 2017 to 9 December 2019 at a monthly rent of $2,550. This lease was terminated on 1 November 2018.[26]

It is not disputed that Mr Kwek inserted a signature as Mdm Koek's signature on the three leases.[27]

12 In 2015, Mr Kwek transferred Mdm Koek a total of $7,000, comprising three payments:[28]

(a) a transfer of $3,000 on 7 April 2015;

(b) a transfer of $3,000 on 6 June 2015; and

(c) a transfer of $1,000 on 5 August 2015.

13 Mr Kwek characterised the payments as allowances to Mdm Koek because she was having financial difficulties.[29] Mdm Koek stated that they were

---

23 SOAF at para (k).

24 SOAF at paras (q).

25 SOAF at para (t).

26 SOAF at para (u).

27 Transcript, 5 March 2021, p 91 line 32 to p 92 line 28.

28 SOAF at para (p).

29 Affidavit of Evidence-in-Chief of Jeffrey Kwek Pit Seng dated 27 January 2021 ("Mr Kwek's AEIC") at paras 34–39; PWS at para 147.

Version No 1: 22 Jun 2021 (10:34 hrs)

paid in response to her demands for her half-share of the rental proceeds upon her discovery that the Property had been rented out.[30]

Current status of the Property

14 On 17 June 2016, Mdm Koek applied to sever the joint tenancy of the Property to a tenancy in common. On 25 October 2016, the instrument of declaration was registered, severing the joint tenancy. The parties thereafter held the Property as tenants in common.[31] On 18 November 2016, Mdm Koek followed on with a letter asking for an account of the income earned from the renting of the Property, of which she claimed a half-share.[32] This was followed by another personal letter on 4 August 2017[33] and subsequently a letter of demand from her lawyers on 30 October 2017.[34]

15 A notice of collective sale of Birchwood Mansions, in which the Property was located, was issued on 7 April 2019.[35]

16 The Writ of Summons and Statement of Claim in this suit were filed on 7 June 2019.

---

30 DWS at para 139.

31 SOAF at paras (r) and (s).

32 AB 322–324 (Item 83).

33 AB 326 (Item 84).

34 AB 328–329 (Item 85).

33 SOAF at para (w).

Version No 1: 22 Jun 2021 (10:34 hrs)

The claim and counterclaim

17 Mr Kwek relies on a common intention constructive trust in respect of the Property.[36] Mr Kwek contends that, at the time of purchase, the parties shared a common intention that he would be the sole beneficial owner of the Property, and the reason it was registered as a joint tenancy was that Mdm Fu was concerned that Mr Kwek's former wife might attempt to make a claim on the Property.[37] The understanding was that Mdm Koek held her share of the joint tenancy of the Property on trust for Mr Kwek to safeguard his interests.[38] While it was conceded that Mdm Koek paid about half the purchase price of the Property, Mr Kwek contends that the sums paid by Mdm Koek were reimbursed by Mdm Fu.[39] Mr Kwek initially made an alternate claim that Mdm Koek held her half-share on resulting trust for him. By the time of the closing submissions, this was no longer a live issue.[40]

18 Mdm Koek's defence is that the parties intended to hold the Property as joint tenants and were legally advised on the effect of a joint tenancy, and that there was no common understanding between the parties and Mdm Fu that the Property was purchased for the sole benefit of Mr Kwek.[41] She asserts that pursuant to this intention, she paid for the option fee, the fee for exercising the option, part of the renovation expenses, a remainder 40% of her half-share of the Property at the time of purchase, and related expenses such as conveyancing

---

36 PWS at para 109.

37 PWS at paras 120–123.

38 SOC at para 4.

39 PWS at para 167.

40 PWS at para 4.

41 DCC at paras 6 and 7.

Version No 1: 22 Jun 2021 (10:34 hrs)

fees and stamp duties.[42] In the alternative, because she has paid more than half of the purchase price, Mdm Koek relies upon the presumption of resulting trust.[43] She denies that Mdm Fu reimbursed her for any of the money she expended.[44]

19 Arising out of Mdm Koek's defence to the claim, she counterclaims for half the rental proceeds collected by Mr Kwek since the time he started renting out the Property in 2014.[45] In support, she relies on prior requests she made, and Mr Kwek's payments to her in 2015 amounting to $7,000.[46] Consistent with his claim that there is a common intention constructive trust, Mr Kwek denies the counterclaim. He denies that Mdm Koek is entitled to such sums, as he alleges that the Property was always intended for his benefit alone.[47] He further denies that he had paid her the $7,000 as her share of the rental proceeds in 2015, asserting instead that they were paid as allowances for Mdm Koek.[48] In the alternative, he contends that any counterclaim for Mdm Koek's share of the rental proceeds is fully extinguished by the expenses he has incurred on the upkeep and management of the Property.[49]

---

42 DCC at para 5.

43 DWS at para 19(b).

44 DWS at paras 82–93.

45 DCC at para 24.

46 DCC at para 13.

47 Reply and Defence to Counterclaim ("Reply") at para 19.

48 Reply at para 8.

49 PWS at paras 39 and 156.

Version No 1: 22 Jun 2021 (10:34 hrs)

The issues

20 The central issue, therefore, is whether a common intention constructive trust exists in respect of the Property.

Pleadings as to the trust

21 I mention as a preliminary matter Mdm Koek's submission that the common intention constructive trust was not sufficiently pleaded. The Statement of Claim and the three sets of Further and Better Particulars filed do state that there was a common understanding that the Property was to be held on trust for Mr Kwek's benefit and to immunise him from suit from his former wife in respect of the half-share held by Mdm Koek.[50] I find that the pleadings are sufficient and it was clear from Mdm Koek's case that she understood the allegations made. I did, however, find significant differences between Mr Kwek's pleadings and his evidence. I consider these variances as a matter of assessing his credibility and deal with these points in their appropriate context below.

The trust alleged and issues arising

22 I turn then to the trust alleged. In respect of property disputes between parties who have contributed unequal amounts to the purchase price of the property and who have not executed a declaration of trust to apportion the beneficial interest in the property, the Court of Appeal has endorsed the following broad analytical framework in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 ("*Chan Yuen Lan*") at [160]:

---

50 SOC at paras 3 and 4; Further and Better Particulars dated 11 September 2019 ("FNBP dated 11 September 2019") at pp 3–5; Further and Better Particulars filed dated 26 November 2019 at pp 1–6.

Version No 1: 22 Jun 2021 (10:34 hrs)

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 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

Version No 1: 22 Jun 2021 (10:34 hrs)

> 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 added]

23 In the present case, only step (b) is in issue, as there is no allegation of any subsequent intention. Whilst during oral replies, Mr Kwek's counsel brought up the issue of an ambulatory constructive trust (reflected in step (f) of *Chan Yuen Lan*, and defined by the Court of Appeal as such in *Geok Hong Co Pte Ltd v Koh Ai Gek and others* [2019] 1 SLR 908 at [84]), this was not pleaded, and the point was not taken further. What was pleaded was that an understanding was formed *prior* to the purchase of the Property. The burden of proof to show step (b) lies on Mr Kwek: he must adduce sufficient evidence to establish the common intention constructive trust. In the event that the common intention constructive trust is not proved, step (c) would apply. The parties would hold the Property in the same manner as the manner in which they hold the legal interest. Mdm Koek's counterclaim for rental would then become relevant.

24 The burden of proof on the claim is Mr Kwek's. In order to meet his burden of proof, Mr Kwek relies on three factual assertions:

Version No 1: 22 Jun 2021 (10:34 hrs)

(a) that the object of the common intention constructive trust was to forestall his former wife from making any claims on the Property;

(b) that, to that end, Mdm Fu reimbursed Mdm Koek for the half-share of the Property that Mdm Koek initially paid for; and

(c) that the parties' subsequent conduct supported the argument that their common intention was to benefit him solely.

I do not agree with these factual assertions. I explain as follows.

What was the common intention at point of acquisition?

An unlikely premise

25 The premise of Mr Kwek's argument regarding the common intention is that it was to protect him from any claims to the Property made by his former wife. Mdm Koek points out two relevant logical inconsistencies with this premise. First, Mr Kwek was already divorced. The decree was made absolute in March 2004, thus any property obtained subsequently would not be in the pool of matrimonial assets for division. Second, if the intention behind the manner of holding was to protect Mr Kwek's interest in the Property, it would have served its function better if the Property had been held *solely in Mdm Koek's name*.[51]

A shift in scope of protective intention

26 Further, putting aside the unlikely nature of the common intention, its scope was not consistent. While the Statement of Claim and Further and Better

[51] DWS at paras 118 and 119.

Version No 1: 22 Jun 2021 (10:34 hrs)

Particulars maintained the focus on Mr Kwek's former wife, the ambit of protection detailed in the affidavits of evidence-in-chief of Suzy,[52] and Mr Kwek[53] brought his future wife from his second marriage into the equation. This assertion was then repeated in Mr Kwek's opening statement.[54] This raises a possibility that the expansion of the scope of the alleged common intention was an afterthought made to address the logical flaw in the earlier argument made in Mr Kwek's pleadings.

Mr Kwek's misunderstanding of the "trust"

27 At trial, Mr Kwek and his witnesses used words such as "entrust" and its Mandarin equivalent, "*wei tuo*", without a clear indication of the precise trust arrangement.[55] I do not analyse this issue in detail in respect of Mr Kwek's witnesses, Suzy, Richard and Iris, who testified about various conversations involving Mdm Fu. It is not disputed none had personal knowledge of the intention of the three main actors, Mdm Fu, Mdm Koek and Mr Kwek. What they attested to was what Mdm Fu may or may not have said.[56] Their testimony was therefore not persuasive.

28 Mr Kwek's own evidence indicates that he too likely misunderstood what a constructive trust is. He pleaded in the Statement of Claim that the common intention was formed during conversations between Mdm Fu and the parties in 2004.[57] In his affidavit of evidence-in-chief, he stated that the

---

52 Affidavit of Evidence-in-Chief of Quek Pet Har dated 13 November 2020 at para 9.

53 Mr Kwek's AEIC at para 9.

54 Plaintiff's Opening Statement dated 26 February 2021 at para 19.

55 DWS at paras 120–121.

56 DWS at paras 50–55.

57 SOC at paras 2–4.

Version No 1: 22 Jun 2021 (10:34 hrs)

"relationship of trusteeship" between Mdm Koek and himself was created in November 2004 when they signed the option form as joint tenants.[58] At trial, Mr Kwek admitted that he was legally advised and understood his entitlement to be that of a joint tenancy and that his legal interest would arise on Mdm Koek's death.[59] This understanding does not sit well with his case. His case was that a trust had been created *at the time of the acquisition* of the Property. An understanding of a joint tenancy, on the other hand, carried with it a joint tenant's power of severance that may be exercised prior to her death.[60] When questioned on his case, he was rather confused as to how Mdm Koek held her share of the Property on trust for him, explaining that it was for his "wellbeing":[61]

> Q … When you said interest, do you mean it's for your well-being, or do you mean interest in the sense that you actually own the property?
>
> A In the well-being.
>
> Q Well-being. And so that is your understanding of being held on trust?
>
> A Yes.

Conceding that his understanding did not accord with the legal definition of a trust, his rationale was that he "rel[ied] on … [his] trust that [his] sister would protect [him] in any … sense".[62] In contrast, his understanding as to the joint tenancy was clear from his cross-examination:[63]

---

58 Mr Kwek's AEIC at para 16.

59 Transcript, 5 March 2021, p 57 lines 7–9 and p 58 lines 3–8.

60 DWS at paras 115–116.

61 Transcript, 5 March 2021, p 64, lines 2–7.

62 Transcript, 5 March 2021, p 64, lines 1–13.

63 Transcript, 5 March 2021, p 64, lines 15–25.

Version No 1: 22 Jun 2021 (10:34 hrs)

> Q Okay, so if –so essentially, your understanding is that your sister, upon her death – sorry, let me reframe that: Your understanding is that when your sister passes away, you will then, at that point in time, become the sole owner of the property?
>
> A Yes, and I would – that was also my sister told me when – upon signing the option form.
>
> Q And it means that before your sister passes on, that property does not belong to you solely?
>
> A No, it belongs to me; she's putting her name just to protect me.
>
> *Q But earlier on, you mentioned and agreed that it is only upon your sister's death that the property would be yours solely.*
>
> *A Yes, that's what I said because it's stated in the option form.*
>
> [emphasis added]

Therefore, he understood what a joint tenancy entailed. This understanding was contrary to the effect of the common intention constructive trust pleaded by him. The two concepts have a mutually exclusive and inconsistent factual basis. Questioned on the anomaly, he could not explain himself.

Mdm Koek's intention at point of acquisition

29 Mdm Koek's stand, in contrast, is that the common intention was for the Property to be held in joint tenancy by both parties. The parties received legal advice and elected a joint tenancy. She relies on the Court of Appeal's guidance in *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 at [137], that where parties received legal advice, there arises a *prima facie* inference of informed consent on the part of the parties to hold the Property in the manner held, and there would be a strong case for equity to follow the law.[64]

---

64 DWS at paras 123–127.

Version No 1: 22 Jun 2021 (10:34 hrs)

30 Mdm Koek's position, that her intention was for parties to hold the Property as a joint tenancy which would devolve to Mr Kwek on her death, is consistent with her evidence explaining why she held joint bank accounts with Mdm Fu (see [38] below). Mdm Koek displayed a consistent wish to provide for Mdm Fu and the joint tenancy mechanism was used for bank accounts by Mdm Koek to provide for Mdm Fu in the event of her own untimely demise.[65] She gave evidence of serious health concerns from around 2000.[66] Her intention at the time of acquisition of the Property was aligned with this motivation to provide for Mdm Fu. She expected Mdm Fu to live at the Property with Mr Kwek. It would follow that she would expect that if she pre-deceased Mdm Fu, he would continue to look after Mdm Fu. She was content, at the time she made the decision, to allow her half-share to devolve to Mr Kwek upon her demise. She explained that at the time of the acquisition of the Property, she treated him like her own son.[67]

Conclusion on the parties' intention at point of acquisition

31 On a balance of probabilities, Mdm Koek's case withstood scrutiny whilst Mr Kwek's did not. Mdm Koek was consistent in conduct and contention. Mr Kwek's assertions, in contrast, carried an unlikely premise which varied over time, and was inconsistent with his own understanding.

---

65 Mdm Koek's AEIC at para 25.

66 Mdm Koek's AEIC at paras 30–32.

67 Mdm Koek's AEIC at para 17.

Version No 1: 22 Jun 2021 (10:34 hrs)

Did Mdm Fu reimburse Mdm Koek for the initial half-share?

32 Mr Kwek agrees that Mdm Koek paid the option fee of $4,950 on 8 September 2004,[68] the 9% fee to exercise the option amounting to $44,550 on 21 September 2004,[69] and a sum of $209,630.27 on 26 November 2004.[70] It is thus uncontested that Mdm Koek had made the initial payments for the half-share of the Property. However, Mr Kwek alleges that after this, Mdm Fu had reimbursed Mdm Koek.[71] Mr Kwek alleges that on 22 November 2004, Mdm Fu had withdrawn a sum of $49,133 and handed it over to Mdm Koek.[72] This was evidenced by a bank withdrawal slip.[73] He then alleges that on 30 November 2004, Mdm Fu had transferred a sum of $160,000 to Mdm Koek.[74] This was evidenced by a copy of the relevant bank transfer.[75] He also alleges that Mdm Fu had handed over a sum of $40,867 to Mdm Koek.[76] In total, Mr Kwek alleges that Mdm Fu had reimbursed Mdm Koek $250,000.[77]

33 Mdm Koek submits that even if Mdm Fu had reimbursed her, it would be irrelevant.[78] I deal with Mr Kwek's reimbursement argument on the logic that if Mdm Fu had indeed paid for the first half-share, it would support Mr Kwek's

---

68 Mr Kwek's AEIC at para 11.

69 Mr Kwek's AEIC at para 12.

70 Mr Kwek's AEIC at para 14.

71 DCC at para 5; Reply at para 2.

72 Mr Kwek's AEIC at para 13.

73 Mr Kwek's AEIC at Tab 2.

74 Mr Kwek's AEIC at para 15.

75 Mr Kwek's AEIC at Tab 3.

76 Mr Kwek's AEIC at para 15.

77 PWS at paras 25 and 52.

78 DWS at para 106(a).

Version No 1: 22 Jun 2021 (10:34 hrs)

premise that the three parties intended for the Property to be wholly Mr Kwek's. Implicit in this is the assumption that Mdm Fu's payment for the half-share was a gift from Mdm Fu to Mr Kwek because of the common intention for Mr Kwek to hold the Property for his own benefit.

34 However, a reimbursement by Mdm Fu would have been improbable. First, the main source of Mdm Fu's money was Mdm Koek. Secondly, the evidence indicated that Mdm Fu and Mdm Koek were extremely close, and Mdm Koek managed joint bank accounts on her behalf. There would have been no need for Mdm Fu to reimburse Mdm Koek if her intention was to gift the half-share to Mr Kwek. Third, an examination of the facts and parties' conduct show otherwise.

Source of Mdm Fu's money

35 A key question was whether Mdm Fu was financially able to reimburse Mdm Koek.

36 Mr Kwek has argued that Mdm Fu had sufficient funds to carry out the reimbursement. He points to several sources of money from which she would have accrued these funds:[79]

(a) *Monthly allowances of $300 from Mdm Koek.*[80] On Mdm Koek's own evidence, she gave Mdm Fu a monthly allowance of $300 a month from 1972 to 2004. Mr Kwek argues that it is unlikely that she would have spent much of it, as Mdm Koek states that she would pay for Mdm Fu's expenses when they went out. Assuming none of this was

79 PWS at para 84.

80 PWS at paras 85–88.

Version No 1: 22 Jun 2021 (10:34 hrs)

spent, Mr Kwek argues it would accumulate over the 32-year period to approximately $115,200.

(b) *Director's fees from Sin Wua.*[81] Mdm Koek stated in her affidavit of evidence-in-chief that Mdm Fu was a director of Sin Wua and was paid director's fees of about $1,000 to $2,000 a year. She stated that this lasted for a few years until Mdm Fu asked to withdraw from being a director of Sin Wua.[82] Mr Kwek points to the Accounting and Corporate Regulatory Authority records which show that Mdm Fu was a director of Sin Wua from 1972 to 2007.[83] When confronted with these records, Mdm Koek stated she was unable to recall why and that she may have forgotten to "cancel" Mdm Fu as a director.[84] Mr Kwek also argues that this would explain why there was little money in Mdm Fu's Central Provident Fund ("CPF") account as director's fees are not subject to CPF deductions.[85]

(c) *Money from red packets received during her birthday and Chinese New Year from family.*[86] Mdm Koek stated that she found $50,000 in new notes in a drawer in Mdm Fu's bedroom on her passing, and Andy said some of these were from red packets.[87] Iris testified that she would give Mdm Fu red packets, and that Mdm Fu was very

---

81 PWS at paras 89–91.

82 Mdm Koek's AEIC at para 14.

83 Exhibit P2.

84 Transcript, 10 March 2021, p 23 line 12 to p 24 line 29.

85 PWS at para 74.

86 PWS at paras 92–93.

87 Andy's AEIC at para 9.

Version No 1: 22 Jun 2021 (10:34 hrs)

thrifty.[88] Mr Kwek argues that the inference could be drawn that Mdm Fu had accumulated this money from red packets.

(d) *Proceeds from the sale of a flat in Toa Payoh in 1972.*[89] Iris testified that she believed there would be proceeds from the sale of Mdm Fu's flat in Toa Payoh.[90]

(e) *Money in various bank accounts.*[91] Mdm Fu held bank accounts with DBS Bank (including the "DBS Savings Account", an account she held in her sole name), Hong Leong Finance and Maybank (the "Maybank Joint Account", an account she held jointly with Mdm Koek).

37 I find Mr Kwek's contentions improbable. His calculation of Mdm Fu's savings and red packet money rested on the highly unlikely assumption that Mdm Fu did not spend any of it. Further, the bare assertion regarding the proceeds of sale of Mdm Fu's Toa Payoh flat was entirely speculative. It was 1972 when Mdm Fu moved out of the Toa Payoh flat to live at Mdm Koek's home, and his father would have had expenses living at a nursing home. His assertions as to the director's fees received by Mdm Fu from Sin Wua are also speculative. Whilst Mdm Fu was listed as a director, there is no evidence that she received fees for the entire time she held this appointment.

38 Furthermore, the money in Mdm Fu's accounts were unlikely to be her own. Mdm Koek's evidence was that she had funded the various accounts held

---

88 Transcript, 4 March 2021, p 68, lines 5–15.

89 PWS at para 94.

90 Transcript, 4 March 2021, p 67, lines 28–29.

91 PWS at para 64–65; DWS at paras 16(a)(iv) and 16(a)(v).

Version No 1: 22 Jun 2021 (10:34 hrs)

either solely by Mdm Fu or jointly with her.[92] She asserted that she had contributed entirely to the DBS Savings Account and the Maybank Joint Account as she was the person who took care of Mdm Fu's needs. She testified that she left money in those accounts for safekeeping and could withdraw money from those accounts independently, whilst Mdm Fu needed her approval to do the same. In other words, she argued that she had full and complete dominion over the money in the accounts, citing *Low Gim Siah and others v Low Geok Khim and another* [2007] 1 SLR(R) 795 at [51].[93] Moreover, Mdm Koek explained that the intention behind her contributions to these bank accounts was to provide for Mdm Fu in the event of Mdm Koek's untimely demise.[94]

39 I find Mdm Koek's evidence credible and consistent. It is undisputed that Mdm Fu had no income (aside from what Mdm Koek gave her) and had been supported by Mdm Koek since the mid-1960s.[95] Further, whilst there is no documentary evidence of Mdm Koek's deposits into Mdm Fu's accounts, she explained that the banks were not able to produce the documents due to the passage of time.[96] On the other hand, even if Mdm Fu did have sufficient funds, this would not have necessarily lead to any inference that Mdm Fu reimbursed Mdm Koek. I now turn to the evidence on this issue.

---

92 DWS at para 95.

93 DWS at paras 99–102.

94 Mdm Koek's AEIC at para 25.

95 Mdm Koek's AEIC

96 DWS at para 98(b).

Version No 1: 22 Jun 2021 (10:34 hrs)

Evidence adduced on the reimbursement

40 I examine the various documents that the parties rely upon to support their cases.

41 Mdm Koek's evidence at trial was that she paid a total of around $290,000, more than half the price of the Property, as follows:

(a) 1% of the purchase price, $4,950, as an option fee for the purchase of the Property on 8 September 2004;[97]

(b) a further 9% of the purchase price, $44,550, for the purposes of exercising the option on 21 September 2004;[98]

(c) a sum of approximately $200,000 towards the purchase of the Property;[99]

(d) related expenses in the purchase of the Property such as conveyancing fees and stamp duties.[100] These include: (i) $2,500.97 to William Chai & Rama for legal fees; (ii) $1,374.30 for payment of the invoice from the CPF Board's solicitors; and (iii) $9,962 comprising fees for stamp duty, mortgage duty and transfer fees; [101] and

(e) a sum of $20,000 which she handed over in cash to Mr Kwek for the purposes of renovating the Property.[102]

---

97 DCC at para 5(a); Mdm Koek's AEIC at para 64(a).

98 DCC at para 5(b); Mdm Koek's AEIC at para 64(b).

99 DCC at para 5(b); Mdm Koek's AEIC at para 64(c).

100 DCC at para 5(c).

101 Mdm Koek's AEIC at para 64(d).

102 DCC at para 5(e).

Version No 1: 22 Jun 2021 (10:34 hrs)

42 There is no dispute that items (a) and (b) were paid. For items (c) and (d), Mdm Koek's narrative is supported by a receipt issued on 26 November 2004 which shows that the sum of $209,630.27 was paid to William Chai & Rama from the account of Mdm Koek and Mr Tan.[103] This sum matches an earlier letter from William Chai & Rama stipulating a breakdown comprising the balance purchase price of $195,793; $2,500.97 in legal fees; $1,374.30 for the payment of a tax invoice from the CPF Board's solicitors; and $9,962 for the stamp fees related to the transaction.[104] There is no evidence for item (e).

43 On the other hand, the documents that Mr Kwek relies upon are inconsistent with his pleadings and offer little concrete support for the assertions he made at trial:

(a) Paragraph 2 of the Statement of Claim and paragraph 1 of the Further and Better Particulars dated 11 September 2019 assert that Mdm Fu paid 10% of the purchase price by reimbursing Mdm Koek *$49,500* by a *cashier's order* from *Maybank*.[105] But Mr Kwek's document in support is a *$49,133 withdrawal slip from the DBS Savings Account* which Mdm Fu held in her sole name;[106]

(b) Mr Kwek's argument on (a) rests entirely on the similarity between this amount and the $49,500 paid by Mdm Koek, and the timing of the withdrawal. Aside from this there is nothing to connect this withdrawal to the Property. Any assertion that the $49,133 contributed is entirely speculative. Even the timing of the withdrawal is not as

---

103 PB, Tab 5 at p 11.

104 AB 247 (Item 60).

105 SOC at para 2; FNBP dated 11 September 2019 at para 1.

106 Mr Kwek's AEIC at para 13 and Tab 2.

Version No 1: 22 Jun 2021 (10:34 hrs)

persuasive as Mr Kwek assumes. As the $49,500 (as the first 10% of the purchase price) was paid in September 2004 (with the 1% option fee of $4,950 paid on 8 September 2004 and the 9% exercise fee of $44,550 paid on 21 September 2004), the withdrawal of the sum of $49,133 on 22 November 2004 was not close in time to the payment of the $49,500. Further, if indeed it was intended to reimburse the sum of $49,500, there is no reason why $49,500 would not have been withdrawn. There was sufficient money in the DBS Savings Account. For example, at 31 August 2004, this account showed a balance of $59,756.05;[107] at 30 September 2008, there remained a balance of $27,093.19 in this account.[108]

(c) Paragraph 2 of the Statement of Claim and paragraph 1 of the Further and Better Particulars dated 11 September 2019 assert that Mdm Fu gave Mdm Koek $209,630.27, in the form of two cashier's orders from Maybank and DBS Bank, and $500 in cash.[109] However, in Mr Kwek's evidence, he asserted that the sum given by Mdm Fu to Mdm Koek was $160,000 by way of a bank transfer, and that a further sum of $40,867 was handed over by Mdm Fu to Mdm Koek (see [32] above);[110]

(d) The banker's cheque for the sum of $160,000 in support of (c) was from the Maybank Joint Account.[111] Being in the joint names of Mdm Fu and Mdm Koek, these funds were not solely Mdm Fu's but

---

107 PB, Tab 3 at p 6.

108 AB 373 (Item 103).

109 SOC at para 2; FNBP dated 11 September 2019 at para 2.

110 Mr Kwek's AEIC at para 15.

111 PWS at para 44(m); AB at p 134 (Item 20).

Version No 1: 22 Jun 2021 (10:34 hrs)

jointly shared with Mdm Koek. I have accepted (at [38] above) Mdm Koek's evidence that the money in the joint bank accounts originated from her and was put in joint names to provide for Mdm Fu in the event of her own untimely demise. Importantly, the banker's cheque states the applicant's name as Mdm Koek's. Further, there is no document regarding the sum of $40,867. Mr Kwek asserted that Mdm Fu had handed this sum over to Mdm Koek, but he failed to furnish any details and did not even witness it. This assertion appears to be speculation.

(e) Finally, Mr Kwek's Reply and Defence to Counterclaim stated that he paid the stamp duties for the Property,[112] but there is no evidence of this.

Conclusion on reimbursement

44 Therefore, while the issue of whether Mdm Fu made any reimbursement is not material to the contention as to a common intention, none of the evidence adduced assists Mr Kwek's case in any way.

Parties' subsequent conduct

45 The final plank of Mr Kwek's case rests on the subsequent conduct of both himself and Mdm Koek with regard to the Property. Having regard to the parties' subsequent conduct allows the court to consider their intentions more holistically and achieve a fairer result, especially in complex cases where the parties' intentions are not readily apparent: see *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [110].

---

112 Reply at para 3.

Version No 1: 22 Jun 2021 (10:34 hrs)

46 Mr Kwek submits that Mdm Koek had never acted as though she were the co-owner of the Property.[113] He contends that he had always dealt with the Property as his own and had not consulted Mdm Koek on anything pertaining to it. I assess his assertions in the light of the following facets of the evidence: first, Mr Kwek's payment of the expenses of the Property, second, Mdm Koek's practice not to ask for rental from him while he lived there; third, the payments to Mdm Koek in 2015; and finally, the severance of the joint tenancy by Mdm Koek.

Expenses related to the Property

47 First, Mr Kwek asserts that from the date of the purchase of the Property, he has paid for and continues to pay all mortgage repayments, Management Corporation Strata Title ("MCST") charges, maintenance and conservancy fees and other expenses related to the Property. He also asserts that he paid for the renovations of the Property which were completed in September 2005, received all rental proceeds directly[114] and dealt with the tenants by himself since April 2014.[115] In contrast, he states that Mdm Koek had not borne any of the expenses for the Property.[116] While Mdm Koek contends that she paid a sum of $20,000 in cash towards the renovation,[117] Mr Kwek denies this, arguing that there are no documents or conclusive evidence to support this and that her recollections

113 PWS at para 139.

114 SOC at para 8.

115 SOC at para 11.

116 PWS at paras 140–142.

117 DCC at para 5(d).

Version No 1: 22 Jun 2021 (10:34 hrs)

are faulty.[118] He further asserts that, in any event, he was advised by Mdm Fu to not accept any money from Mdm Koek and he did not do so.[119]

48 Whatever the factual scenario may have been concerning the renovation expenses, I find Mdm Koek's omission to pay expenses related to the Property to be equivocal. It is just as consistent with Mdm Koek's case as it is with Mr Kwek's. Mr Kwek was the only one of them living at the Property. This would explain why Mdm Koek did not feel the need to pay for any of its upkeep expenses. She had been generous with Mr Kwek in the past and continued to be generous by letting him stay at the Property. In those circumstances, she said, she would not offer to pay for the expenses.[120] Her explanation was sensible and thus, her omission to pay for expenses did not aid Mr Kwek's claim.

No request for rental

49 Concomitant with this is Mr Kwek's assertion that Mdm Koek's failure to request for rental while he lived there was inconsistent with her claim of joint ownership.[121] I do not agree. As Mdm Koek explained in cross-examination, theirs is not a commercial relationship; asking him for rent would be to treat him as a stranger, while in fact she treated Mr Kwek like her own son.[122] In my view, her explanation for her omission to seek rental from him was consistent with her past generosity in supporting him and permitting him to live rent-free at her home until he moved to the Property.

---

118 PWS at paras 149–152.

119 PWS at para 152; Mr Kwek's AEIC at para 26.

120 Transcript, 10 March 2021, p 49, lines 14–17.

121 PWS at para 142.

122 Transcript, 10 March 2021, p 49 line 2 to p 51 line 31.

Version No 1: 22 Jun 2021 (10:34 hrs)

The 2015 payments

50 Mdm Koek asserts that Mr Kwek paid her a total of $7,000 in 2015 (comprising three separate payments as outlined at [12] above) pursuant to her oral requests for her share of rental proceeds and that these sums were paid to her as her share of the rental proceeds from the Property. This, she says, shows his acknowledgement of her half-share in the Property.[123] Mr Kwek asserts that these amounts were, instead, monthly allowances given to Mdm Koek for her to tide over financial difficulty.[124] He argues that this is supported by her statement, in a police report lodged against him on 10 February 2020 for forging her signature in three rental agreements, that she only knew about the Property being rented out from September 2017 onwards, and further, she did not pay any income tax on these amounts.[125]

51 I find Mr Kwek's initial premise, that Mdm Koek was having financial difficulties in 2015, to be improbable. There is no evidence that she was in any financial difficulty in 2015 or at any time. Neither had Mr Kwek assisted her financially in the past. Conversely, the initial two sums of $3,000 each, which were paid in alternate months (April 2015 and June 2015), had some proximity to the amount of monthly rental (being $3,600 at the time[126]), with deductions for MCST fees, being $900 *per* quarter,[127] and tax. Although Mdm Koek's police report stated, "I was only aware that the property was rented out from 24/09/2017 onwards. However, I did not sign any tenancy agreement or receive any payment from the rent till date", in context, the two sentences appear to

123 DWS at paras 134–135.

124 Mr Kwek's AEIC at paras 34–39.

125 PWS at paras 144–148.

126 Mr Kwek's AEIC at para 27; DWS at para 16(j).

127 AB 166 (Item 34).

Version No 1: 22 Jun 2021 (10:34 hrs)

allude to her knowledge of the last tenancy, stated in an earlier portion of the report to commence on the same date, rather than her knowledge of the fact that the Property was tenanted.[128] She had, prior to September 2017, written to Mr Kwek twice referring to her share of rental proceeds. In a letter dated 18 November 2016, she asked Mr Kwek for an account in respect of her 50% share of rental money.[129] In a letter dated 4 August 2017, she asked for her share of the rental using an estimate of $3,500 per month.[130] Her police report was filed upon a realisation that the leases furnished in discovery in the suit carried signatures that, while purportedly hers, were not executed by her. As for property tax, she could not pay it if she was not informed of its amount.

Severance of the joint tenancy.

52 Mr Kwek argues that if Mdm Koek truly did own half of the beneficial interest in the Property, she would have severed the joint tenancy earlier than she did.[131]

53 Mdm Koek's explanation was that she had, up until the point of severance, been content for the Property to devolve to Mr Kwek upon her demise. Her evidence was that she chose to sever the joint tenancy in 2016 in view of the deterioration in her relationship with Mr Kwek and to reflect the true ownership of the Property.[132] The precipitating cause was her realisation that Mr Kwek had rented out the Property without her permission and failed to

---

128 AB 415.

129 AB 322.

130 AB 326.

131 PWS at para 143.

132 Mdm Koek's AEIC at para 82.

Version No 1: 22 Jun 2021 (10:34 hrs)

pay her half the rental proceeds. In her opinion, this was a sign of disrespect to her as his elder sister.[133]

54 Mdm Koek's explanation, that until the point she severed the tenancy she was content for the Property to devolve to Mr Kwek, is consistent with her generous conduct toward Mr Kwek in the past, and her explanation that she saw him as a son. She had paid for all his educational needs, including his bachelor's and master's degrees. She had let Mr Kwek stay with her and Mr Tan for several years despite Mr Tan's protests.[134] Even while she had made informal requests for her share of the rental proceeds up to the time she severed the joint tenancy, her written requests for rental proceeds only arose after Mr Kwek expressed unhappiness that she had severed the joint tenancy. Her explanation for the severance was a credible one.

Conclusion on parties' subsequent conduct

55 I conclude therefore that parties' subsequent conduct was consistent with the joint tenancy. Mdm Koek's severance of the joint tenancy was equally consistent with her rights.

Decision on claim

56 I find that there is no common intention constructive trust. The parties' intention was to hold the Property on a joint tenancy, as reflected in the Option Form. Mdm Koek paid half the purchase price because she was content, at the time, for her half-share of the Property to devolve to Mr Kwek in the event of

---

133 Transcript, 10 March 2021 at p 46 lines 4–5.

134 Mdm Koek's AEIC at para 39.

Version No 1: 22 Jun 2021 (10:34 hrs)

her demise. It was her expectation, prior to the acquisition of the Property, that Mdm Fu would live at the Property with Mr Kwek.

57 In 2016, after being disappointed in her initial expectation and then not receiving her half-share of rental, Mdm Koek severed the joint tenancy. This she was legally entitled to do. Upon unilateral severance, co-owners are deemed to hold their shares equally as tenants in common: see ss 53(5) and 53(6) of the Land Titles Act (Cap 157, 2004 Rev Ed) and *Chan Lung Kien v Chan Shwe Ching* [2018] 2 SLR 84 at [44].

58 Mr Kwek's claim is therefore dismissed.

Decision on counterclaim

59 Mdm Koek's counterclaim relates to the rental proceeds from the three leases outlined at [11] above. During oral closing submissions, counsel confirmed that the total amount of rental was $172,371.00, which would mean that a sum of $86,185.50 was owing to Mdm Koek as her half-share.[135]

60 Mr Kwek argued that this sum should be set-off against various expenses and payments. Mdm Koek does not dispute the set-off for the $7,000 paid in 2015, as well as the figures for the property tax and property management fees from February 2014 to the present. After accounting for this set-off, the sum would be $56,714.87.[136] I did not agree with Mr Kwek that the set-off should include the property tax and management fees before February

---

135 Transcript, 24 May 2021 at p 23 lines 21–31.

136 DDC at paras 23–24; DWS at paras 171–174; the figure used in DWS at paragraph 174 and agreed by counsel on both sides at oral closing arguments was $56,744.87. When the figures in the table were checked, however, after deduction of the property tax and management fees from the rental owed, the correct figure is $56,714.87.

Version No 1: 22 Jun 2021 (10:34 hrs)

2014, as he was the only one of them who lived at the Property before this time. Further, Mr Kwek did not produce any evidence of the other amounts that he asserts should be considered in set-off, such as repair expenses, agent fees, income tax and the renovation costs. Thus, I did not consider these either.

Conclusion

61 Mr Kwek's claim is dismissed. Pursuant to Mdm Koek's counterclaim, I order Mr Kwek to pay Mdm Koek $56,714.87. I shall hear parties on costs.

Valerie Thean
Judge of the High Court

Tan Li-Chern Terence (Robertson Chambers LLC) for the plaintiff;
Koh Li Qun Kelvin and Kevin Elbert (TSMP Law Corporation) for the defendant.

Version No 1: 22 Jun 2021 (10:34 hrs)