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

[2021] SGHC 267

Suit No 793 of 2020

Between

(1) Lim Sze Wei (as the joint executor and trustee of the estate of Mrs Lim Ah Fong nee Loh Ah Fong)
(2) Lim Chuan Chee (as the joint executor and trustee of the estate of Mrs Lim Ah Fong nee Loh Ah Fong and also the sole executor and trustee of the estate of Lim Yeo Kiong)

… *Plaintiffs*

And

Lim Chuan Wei

… *Defendant*

JUDGMENT

[Trusts] — [Resulting trusts] — [Presumed resulting trusts] — [Contributions giving rise to presumption of resulting trust]
[Trusts] — [Constructive trusts] — [Common intention constructive trusts]
[Equity] — [Remedies] — [Equitable accounting] — [Contributions of co-owner made without prior agreement]
[Land] — [Interest in land] — [Joint tenancy] — [Whether in equity parties joint tenants or tenants in common]

Version No 1: 26 Nov 2021 (10:48 hrs)

[Family Law] — [Advancement] — [Presumption]

TABLE OF CONTENTS

INTRODUCTION **1**

FACTS **2**

PARTIES 2

BACKGROUND TO THE DISPUTE 3

The AMK property *3*

The Sunrise property *5*

The parents' wills *6*

Caveats and claims *7*

THE PARTIES' CASES **8**

BROAD AGREEMENT ON THE LAW 8

THE PLAINTIFFS' CASE 10

The AMK property *10*

The Sunrise property *11*

THE DEFENDANT'S CASE 13

ISSUES TO BE DETERMINED **16**

ISSUE 1: THE EFFECT OF THE JOINT TENANCY OF THE LEGAL ESTATE **16**

ISSUE 2: THE PROPORTION OF BENEFICIAL INTERESTS IN THE AMK PROPERTY **26**

ISSUE 3: THE PROPORTION OF BENEFICIAL INTERESTS IN THE SUNRISE PROPERTY **30**

ISSUE 4: PROPRIETARY ESTOPPEL **34**

Version No 1: 26 Nov 2021 (10:48 hrs)

CONCLUSION.....34

Version No 1: 26 Nov 2021 (10:48 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.

Lim Sze Wei (the joint executor and trustee of the estate of Mrs Lim Ah Fong née Loh Ah Fong, deceased) and another v Lim Chuan Wei

[2021] SGHC 267

General Division of the High Court — Suit No 793 of 2020
Philip Jeyaretnam J
30 June, 1–2, 6–7 July, 2 September 2021

26 November 2021 Judgment reserved.

Philip Jeyaretnam J:

Introduction

1 The defendant, the eldest child, was registered as joint tenant of two properties with his parents. When his mother passed away, she had appointed under her will as executors of her estate his two younger siblings. His father subsequently passed away too, having appointed the youngest child as executor of his estate. In their capacity collectively as executors of the mother's and father's estate, the younger siblings commenced this action claiming that in respect of one of the properties the parents' estates own all of it, while in respect of the other the parents' estate own two thirds. Under their wills, both parents had given their interests in the properties to the youngest child. The eldest son counterclaimed that he is the sole beneficial owner of both properties, on the principle that upon the death of a joint tenant the entire interest in the property passes to the survivor.

Facts

Parties

2 The late Mr Lim Yeo Kiong (the "father") passed away on 20 June 2019,[1] and was predeceased by his wife Mrs Lim Ah Fong Nee Loh Ah Fong (the "mother") who passed away on 16 July 2013.[2] Together they had three children, Mr Lim Chuan Wei ("Chuan Wei") who was the eldest, Ms Lim Sze Wei Geralydn ("Geri") who was the second child, and Mr Lim Chuan Chee Luke ("Luke") who was the youngest child.[3]

3 I refer to the siblings by their personal names because they share one family name and it is simpler to distinguish them in this way.

4 Luke is the sole executor and trustee of the father's estate, while he and Geri are joint executors of the mother's estate. They are the plaintiffs in this action, while Chuan Wei is the defendant.

5 Geri and Luke both testified and also called two witnesses. The first was Geri's husband, Chia Sze Chuan, also known as Glendon, by which personal name I will refer to him. The second was Lim Joo Bee Sabine ("Mdm Lim"), a neighbour of the parents living in the Sunrise estate.

---

1 Affidavit of Evidence in Chief ("AEIC") of Lim Sze Wei at para 6.

2 AEIC of Lim Sze Wei at para 5.

3 AEIC of Lim Sze Wei at para 8.

Version No 1: 26 Nov 2021 (10:48 hrs)

6 Chuan Wei called two lawyers who attended to his parents when they purchased the two properties that are the subject of this dispute. They are Mr Joethy Ramalingam ("Mr Joethy") and Mr Goh E Pei ("Mr Goh").

Background to the dispute

7 Both parents died testate, bequeathing to Luke their interests in the two properties. In respect of both, they held the legal estate in joint tenancy together with Chuan Wei.[4] It is not disputed that neither the joint tenancy was ever severed.[5] Thus, the question is whether the beneficial interest in the properties was held on a joint tenancy so that both properties passed to Chuan Wei legally and beneficially as the survivor, or under a tenancy in common, and if so in what proportion, with the result that the parents could pass their beneficial interests in the properties to Luke in accordance with their respective wills.

The AMK property

8 The first property is a shophouse located at Block 163 Ang Mo Kio Ave 4, #01-472, Singapore 560163 (the "AMK property").[6] The parents started operating a departmental shop business under the name "K Wei Departmental Store" sometime in 1983, with the family living above the shop.[7] They rented from the Housing and Development Board ("HDB"). HDB offered them the opportunity to purchase and own the AMK property sometime between 1994 and 1995.[8]

---

4 AEIC of Lim Chuan Wei at paras 16 and 27.

5 AEIC of Lim Chuan Wei at para 84.

6 AEIC of Lim Sze Wei at para 10.

7 AEIC of Lim Sze Wei at para 15.

8 AEIC of Lim Sze Wei at para 26.

Version No 1: 26 Nov 2021 (10:48 hrs)

9 The AMK property was purchased in 1995 for $525,000. The parents paid an initial down payment of $150,000 and took a mortgage loan with the Development Bank of Singapore ("DBS") for the balance of $375,000. Thereafter, the parents continued to service the monthly mortgage payments through the mother's Central Provident Fund ("CPF") monies and cash payments.[9] These monthly payments consisted of $598.55 from the mother's CPF and $1,900 to $2,000 from a joint account (Standard Chartered Bank Account No. 01696157) held in the parents' and Chuan Wei's joint names.[10] Chuan Wei does not dispute that he was reimbursed for the transfers of monies for payment of the mortgage for the AMK property.[11] However, Chuan Wei claims to have helped pay about $21,000 in mortgage repayments accumulated between 2011 and 2013, as the parents did not fully reimburse him for the mortgage payments in those years for the AMK property.[12] In addition to the above, Chuan Wei also claims to have made a lump sum payment of $25,000 towards the mortgage loan on or around 4 October 2006.[13]

10 The expenses and outgoings for the AMK property were paid for by the parents. Luke took over payment of expenses for the AMK property after the mother's death.[14] However, Chuan Wei claims to have made further cash repayments towards the mortgage of the AMK property amounting to about $74,000 (inclusive of interest) after the mother's death, until the mortgage was

---

9 AEIC of Lim Sze Wei at para 32; AEIC of Lim Chuan Wei at paras 87 – 88.

10 AEIC of Lim Sze Wei at para 33.

11 AEIC of Lim Chuan Wei at para 94.

12 AEIC of Lim Chuan Wei at para 95.

13 AEIC of Lim Chuan Wei at para 97.

14 AEIC of Lim Sze Wei at para 40.

Version No 1: 26 Nov 2021 (10:48 hrs)

fully redeemed on 2 September 2016.[15] In total, Chuan Wei claims to have contributed approximately $120,000 towards the AMK property.[16]

The Sunrise property

11 Sometime between April to June 1999, the parents decided to purchase a property at 63 Sunrise Avenue (the "Sunrise property"),[17] for $980,000.[18] In order to fund the purchase, $55,500 was drawn the mother's CPF and $9,500 was drawn from Chuan Wei's CPF.[19] Of the $196,000 down payment required for the Sunrise property,[20] Chuan Wei claims to have contributed $45,000 drawn from a credit line, while Geri and Luke (collectively, the "plaintiffs") state that the parents contributed the entire sum.[21]

12 Parties agree that the mortgage loan for the Sunrise property was $719,000.[22] The Sunrise property was also secured by a guarantee signed by Geri.[23] According to Chuan Wei, he alone contributed $1,215,307.15 towards the purchase price of the Sunrise property – consisting of an initial contribution of $45,000, cash repayments of $362,435,55 and CPF contributions of $807,871.61.[24] While Chuan Wei accepts that Luke paid him $1,800 every

---

15 AEIC of Lim Chuan Wei at para 99.

16 AEIC of Lim Chuan Wei at para 100.

17 AEIC of Lim Chuan Wei at para 103; Agreed Bundle of Documents Vol 1 (1AB) at pp 2 – 21.

18 1AB at p 22.

19 1AB at p 21.

20 1AB at p 22.

21 AEIC of Lim Sze Wei at para 60; AEIC of Lim Chuan Chee at para 40.

22 AEIC of Lim Sze Wei at para 58; AEIC of Lim Chuan Wei at para 104.

23 1AB at pp 11 – 20.

24 AEIC of Lim Chuan Wei at para 121.

Version No 1: 26 Nov 2021 (10:48 hrs)

month from around January 2012 onwards, he claims that this was "rental" for Luke staying there with his girlfriend.[25] Thus, it appears that Chuan Wei's position is that apart from $55,500 drawn from the mother's CPF and $151,000 down payment made by the parents, he had paid for everything else.

13 In contrast, Luke and Geri say that the parents contributed their share of the monthly mortgage payment of about $1,800 to Chuan Wei,[26] which was taken over by Luke sometime in October 2011.[27]

The parents' wills

14 On 16 July 2013, the mother passed away after a fall at the Sunrise property.[28] The mother left a will, naming Geri and Luke as the joint executors and trustees of her estate. The will left the mother's shares and interests, both legal and equitable, in the AMK property and Sunrise property to Luke absolutely.[29]

15 In October 2017, the father had a fall and developed issues with mobility. He eventually passed away on 20 June 2019.[30] The father also left a will, appointing Luke as the sole executor and trustee of his estate.[31] His will,

---

25 AEIC of Lim Chuan Wei at para 112.

26 AEIC of Lim Sze Wei at para 65.

27 AEIC of Lim Sze Wei at para 67.

28 AEIC of Lim Sze Wei at para 91.

29 AEIC of Lim Sze Wei at para 104.

30 AEIC of Lim Sze Wei at para 128.

31 AEIC of Lim Sze Wei at para 137.

Version No 1: 26 Nov 2021 (10:48 hrs)

like his wife's, gave all of his shares, interest and title in the AMK property and Sunrise property to Luke absolutely.[32]

Caveats and claims

16 Geri and Luke proceeded to lodge caveats against both the properties on 6 April 2020,[33] and were notified subsequently that Chuan Wei had applied to cancel the caveats.[34] Geri and Luke then took proceedings for the caveats to remain. The court ordered that the caveat over the AMK property remain in force, and that, while the caveat over the Sunrise property be removed so that the property could be sold, Chuan Wei would have to pay into court two-thirds of the net sales proceeds, representing the share claimed by the parents' estates, pending resolution of the dispute.[35]

17 Geri and Luke claim that Chuan Wei holds two-thirds of the Sunrise property and the entirety of the AMK property on trust for the estates of the parents, notwithstanding that the properties were both registered as joint tenancies.[36] In contrast, Chuan Wei argues that the parents had intended to benefit him solely as part of succession planning.[37] He says that the parents were advised about the legal consequence of choosing joint tenancy and did so deliberately[38] because they wanted him to inherit the properties when they

---

32 AEIC of Lim Sze Wei at para 138.

33 AEIC of Lim Sze Wei at para 147.

34 AEIC of Lim Sze Wei at paras 148 and 149.

35 AEIC of Lim Sze Wei at para 152.

36 AEIC of Lim Sze Wei at para 171.

37 AEIC of Lim Chuan Wei at paras 61 to 63.

38 AEIC of Lim Chuan Wei at paras 71 to 75.

Version No 1: 26 Nov 2021 (10:48 hrs)

passed away. The parents did not sever either of the joint tenancies before their deaths.[39]

The parties' cases

Broad agreement on the law

18 Both counsel referred to the framework established by the Court of Appeal in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1065 ("*Chan Yuen Lan*") in the context of familial and other close relationships at [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

[39] AEIC of Lim Chuan Wei at paras 81 to 84.

Version No 1: 26 Nov 2021 (10:48 hrs)

> 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.

19 This framework arranges the steps of the inquiry in a particular order, determining at which stage to consider the various doctrines involved including those of resulting trust and common intention constructive trust. I will adopt this framework when considering each of the properties in turn.

Version No 1: 26 Nov 2021 (10:48 hrs)

The plaintiffs' case

The AMK property

20 Geri and Luke argue that the registration of a property as a joint tenancy does not displace the operation of the presumption of resulting trust.[40] As the parents paid for the entire initial down payment of the AMK property, they owned the entirety of the AMK property on the basis of a resulting trust analysis.[41] With regard to Chuan Wei's much later alleged contributions amounting to $120,000, they contend that this could not have had the effect of altering the parents' ownership of the entirety of the beneficial interest in the AMK property.[42]

21 Geri and Luke dispute Chuan Wei's claim to have contributed $25,000 in 2006, as there was no documentary evidence of it. Further, they say that even if it happened it would not alter the beneficial ownership of the AMK property.[43] In relation to the alleged $21,000 in arrears incurred by the AMK property, they dispute that it happened, suggesting that Chuan Wei probably made it up.[44] However, they do not dispute that Chuan Wei had paid $74,000 towards the final settlement of the AMK property, but argue that he is only able to claim for reimbursement of this sum, because there was no agreement between Chuan Wei and the parents for him to do so, such as to give him a beneficial interest in the property.[45]

---

40 Plaintiffs' Closing Submissions at para 76.

41 Plaintiffs' Closing Submissions at para 90.

42 Plaintiffs' Closing Submissions at paras 92 – 94.

43 Plaintiffs' Closing Submissions at paras 98 – 99.

44 Plaintiffs' Closing Submissions at paras 100 – 105.

45 Plaintiffs' Closing Submissions at paras 106 – 110.

Version No 1: 26 Nov 2021 (10:48 hrs)

The Sunrise property

22 In respect of the Sunrise property, Geri and Luke similarly advance their case on the basis of a resulting trust. In connection, they refute Chuan Wei's contention that there was a common intention to vary the proportion of his interest, and that proprietary estoppel is applicable.

23 On their primary case, they argue that Chuan Wei admits that he has no evidence supporting his claim to have contributed $45,000 towards the initial down payment of the Sunrise property,[46] or that in the alternative it is improbable.[47]

24 They accept that the monthly mortgage payments for the Sunrise property would be relevant to determining the respective beneficial interests of the parents and Chuan Wei in the property.[48] However, they say that the evidence shows that the parents had contributed two-thirds of the monthly mortgage payments from the time the property was purchased until Luke took over the payments on the parents' behalf.[49] They also rely on two other pieces of evidence. First, an earlier statement of Chuan Wei's that the mother had made monthly cash contributions of $1,800 from 2012 till 2013, which contradicts his position that he had made all the payments out of his pocket.[50] Second, they point out that, in Chuan Wei's own proposal to the parents when he wanted them to sell Sunrise property, they were to receive two-thirds of the sales

---

46 Plaintiffs' Closing Submissions at paras 115 – 116.

47 Plaintiffs' Closing Submissions at para 117.

48 Plaintiffs' Closing Submissions at para 121.

49 Plaintiffs' Closing Submissions at para 131.

50 Plaintiffs' Closing Submissions at para 134.

Version No 1: 26 Nov 2021 (10:48 hrs)

proceeds in the event that the Sunrise property was sold.[51] They also argue that his lump sum payment of $271,000 towards the settlement of the outstanding mortgage loan made after the father passed away was unnecessary, given that sale was already in contemplation and the mortgage could simply have been redeemed from the sale proceeds. They suggest he did this in a bid to improve his position in any subsequent dispute with his siblings and argue that it should not be counted toward his contribution to the purchase of the Sunrise property.[52]

25 At the core of their case is the assertion that the parents only added Chuan Wei as a joint tenant of the properties, because of his relative youth, in order to make it easier to obtain financing of their purchase of the Sunrise property[53] and the AMK property.[54] They disagree that the parents had intended to pass both properties to Chuan Wei as part of succession planning.[55] Further, they argue that the parents had not understood the legal effect of the joint tenancies.[56]

26 In their submission, a common intention that the parents' interests in the property would go to Chuan Wei after their deaths could not have existed as Chuan Wei was himself not even aware that the properties were registered as joint tenancies.[57] They argue that the parents' intentions to leave the properties to Luke were made known to both Glendon and Mdm Lim.[58]

---

51 Plaintiffs' Closing Submissions at para 139.

52 Plaintiffs' Closing Submissions at paras 157 – 160.

53 Plaintiffs' Closing Submissions at paras 173 – 174.

54 Plaintiffs' Closing Submissions at paras 175 – 176.

55 Plaintiffs' Closing Submissions at paras 178 – 181.

56 Plaintiffs' Closing Submissions at paras 185 – 187.

57 Plaintiffs' Closing Submissions at para 198.

58 Plaintiffs' Closing Submissions at paras 199 – 224.

Version No 1: 26 Nov 2021 (10:48 hrs)

27 Turning to the existence of any subsequent express or inferred common intention of the parties, they argue that the parents had always treated their respective shares of the properties as their own, separate and distinct from any interest of Chuan Wei.[59] They also argue that it was unlikely that the parents would have wanted to benefit Chuan Wei solely, and that accordingly a presumption of advancement would not have arisen.[60] They submit that, taking the approach endorsed by the Court of Appeal in *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 ("*Tan Yok Koon*"), subsequent conduct can be considered for the purpose of discerning parties' intentions.[61]

28 Finally, in response to Chuan Wei's claim based on proprietary estoppel, they submit that there was no representation made to him by the parents such as to enable Chuan Wei to raise such a claim.[62]

The defendant's case

29 Chuan Wei relies principally on his own evidence and that of the two lawyers, Mr Joethy and Mr Goh, to contend that the parents had intended the right of survivorship in relation to both joint tenancies to apply.[63] He points out gaps in the evidence adduced by his siblings, particularly some CPF and bank statements. He also criticises their failure to call Ms Teo Siew Tin who drew up the father's will.[64] Chuan Wei points out that there is no evidence that at the time of the acquisition the parents had expressly stated that the property was to

---

59 Plaintiffs' Closing Submissions at paras 207 – 212.

60 Plaintiffs' Closing Submissions at paras 225 – 235.

61 Plaintiffs' Reply Submissions at para 47.

62 Plaintiffs' Reply Submissions at para 55.

63 Defendant's Closing Submissions at paras 56 and 60.

64 Defendant's Closing Submissions at para 39.

Version No 1: 26 Nov 2021 (10:48 hrs)

be held on trust for them by Chuan Wei.[65] His position is that the properties were to be left to him as part of succession planning.[66]

30 Chuan Wei also relies on the fact that when Geri and Luke filed the Schedule of Assets for the mother's estate, they did not include any interest of the mother in the two properties.[67] He also pointed out that they did not respond to Chuan Wei's emails in 2014 stating that the right of survivorship would apply.[68] Moreover, the father had in 2018 executed a power of attorney giving Luke the power to sever the joint tenancy but this was never done.[69]

31 As for whether any different common intention was formed subsequent to the original purchase of the properties, Chuan Wei submits that the burden is on Geri and Luke to prove an agreement or understanding reached common to all the owners of the property.[70] Noting that Geri and Luke principally rely on four documents, namely the parents' two wills, the father's power of attorney, and a document entitled "Agreement on Arrangements for Mom and Dad dated 10 August 2013", he says that these do not show any subsequent common intention.[71] In particular, the parents' respective wills, which purport to bequeath their shares of the two properties to Luke, are at best unilateral statements by them.[72] Moreover, they do not stipulate the exact shares,[73] and are

---

65 Defendant's Closing Submissions at para 46.

66 Defendant's Closing Submissions at para 47.

67 Defendant's Closing Submissions at para 83.

68 Defendant's Closing Submissions at para 86.

69 Defendant's Closing Submissions at para 88.

70 Defendant's Closing Submissions at para 96.

71 Defendant's Closing Submissions at para 99 – 101.

72 Defendant's Closing Submissions at paras 104 and 113.

73 Defendant's Closing Submissions at paras 107.

Version No 1: 26 Nov 2021 (10:48 hrs)

legally invalid as the right of survivorship applies.[74] As for the purported agreement, Chuan Wei argues that it only reflects a discussion among the siblings that did not involve the father. Consequently, it does not evidence any agreement between the co-owners of the two properties.[75]

32 Chuan Wei also submits that the presumption of resulting trust analysis is inapplicable, as there is direct evidence of the parents' actual intention to benefit him alone.[76] On the other hand, there is also insufficient evidence of the parties' direct financial contributions.[77]

33 When it comes to calculating the parties' respective contributions, Chuan Wei argues that his efforts in 2001 to refinance the mortgage loans on the properties resulted in savings of interest payable and that this should count as part of his financial contributions.[78]

34 Further, Chuan Wei argues that a presumption of advancement would arise in his favour,[79] and that the time for determining when the presumption would arise would be at the time of acquisition of the property.[80]

35 Finally, Chuan Wei argues, in the alternative, that a proprietary estoppel would arise in his favour,[81] as he had relied on the parents' representations to

---

74 Defendant's Closing Submissions at paras 109 and 117.

75 Defendant's Closing Submissions at paras 126 – 128.

76 Defendant's Closing Submissions at para 137.

77 Defendant's Closing Submissions at para 138.

78 Defendant's Closing Submissions at para 163.

79 Defendant's Closing Submissions at para 171.

80 Defendant's Closing Submissions at para 181.

81 Defendant's Closing Submissions at paras 220 – 222.

Version No 1: 26 Nov 2021 (10:48 hrs)

him that he would obtain the entirety of the two properties, and incurred a detriment by contributing to the properties.

Issues to be determined

36 There are two distinct questions that I will have to answer. One concerns whether the joint tenancy of the legal estate meant that the equitable estate was also held in joint tenancy, such that the right of survivorship applied. The second concerns whether, if the beneficial interest was held under a tenancy in common, what the proportions of ownership were. I will consider this matter in the following order:

(a) The effect of the joint tenancy of the legal estate;

(b) The proportion of beneficial interests in the AMK property;

(c) The proportion of beneficial interests in the Sunrise property;

(d) Proprietary estoppel.

Issue 1: The effect of the joint tenancy of the legal estate

37 To recapitulate, Chuan Wei's case is that at the time of purchase of each of the properties, the parents, for reasons of succession planning, made a conscious and informed decision to be joint tenants together with him, which meant that the right of survivorship applied in his favour. Geri and Luke's case is that there was no such conscious and informed decision. On their account, their parents believed that they owned the whole of the AMK property, two thirds of the Sunrise property; and considered that they were able to deal with their interests in the properties as they thought fit, including by testamentary

Version No 1: 26 Nov 2021 (10:48 hrs)

disposition. Geri and Luke also note that Chuan Wei was the only sibling who had reached 21 at the time of the purchase of the AMK property.[82]

38 As stated in *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 ("*Lau Siew Kim*"):

> 85 … in some extremely general sense, it is true that "equity follows the law" and, therefore, equity's starting assumption is that joint tenants of the legal estate likewise hold the equitable estate as joint tenants, this assumption is readily displaced by any of a number of contra-indications that, regardless of the legal joint tenancy, equitable ownership was intended to take the form of a tenancy in common…. These contra-indications include cases of unequal contributions to purchase price and purchasers who are commercial partners or business tenants.
>
> …
>
> 92 The statutory presumption of joint tenancy also requires one to consider the corresponding application of the equitable tendency towards tenancies in common as manifested in the presumption of resulting trust arising in particular circumstances. Under s 53(1) of the LTA, there may exist situations where co-owners hold land as legal joint tenants without fully appreciating or voluntarily intending the consequences of such manner of holding; there is, therefore, room for the intervention of equity to ensure fairness between the parties. Indeed, although co-owners may be reflected as joint tenants in the land register, and although they will be treated as joint tenants in so far as third parties are concerned, this does not preclude the court from investigating the beneficial ownership of the parties inter se in order to determine if they are to be treated as joint tenants or tenants in common as between themselves …
>
> 93 At this point, it is pertinent for us to emphasise that it is only where the registered co-owners of land had not made a conscious and informed choice to hold as joint tenants at law that equity kicks in to presume a tenancy in common. In contrast, where co-owners had expressly specified their intention to hold land in a legal joint tenancy, there would be no cause for equity not to follow the law; thus, in such

---

82 Plaintiffs' Closing Submissions at para 12.

Version No 1: 26 Nov 2021 (10:48 hrs)

> instances, legal joint tenants should also be beneficial joint tenants unless it may be shown that the expressly-stated choice should be vitiated for some reason. …
>
> …
>
> 95 However, given the present s 53(1) of the LTA, there may still be cases whereby the co-owners of land would have been stated as holding land as joint tenants *as per the default position*. It is our view, therefore, that any steps towards the wholesale renunciation of the equitable presumption, which mitigates the rigours of a default legal joint tenancy, may presently be premature. … **In our judgment, if cogent evidence is adduced to show that registered co-owners had in fact exercised their informed and voluntary intention to hold land as legal joint tenants, and if this evidence is accepted by the court, then the presumption of resulting trust which may arise to impose an equitable tenancy in common should be displaced and equity should, instead, as a matter of course, follow the law.** Such evidence could take the form of sworn testimony from the solicitor attesting to the completion of the land transfer form, or even from one of the co-owners concerned; each case must, ultimately, be decided on its facts.
>
> [emphasis in original in italics, emphasis added in bold]

39 Thus, the first question is whether the parents and Chuan Wei did in fact intend to hold the properties as legal joint tenants, and made an informed choice to do so. If so, then the equitable estate would also be held in joint tenancy such that the right of survivorship would apply in respect of the co-owners' beneficial interests.

40 Chuan Wei relied on the independent evidence of the lawyers who acted in the conveyancing. I accept that both did their best to assist the court. Turning first to the evidence of Mr Joethy, he gave his evidence in terms of what his practice would have been at that point in time over 20 years ago. His evidence was that he would have arranged for a Chinese speaking member of his staff to

Version No 1: 26 Nov 2021 (10:48 hrs)

be present,[83] but he was unable to recall who would have been the actual person translating.[84] He also described his usual practice to explain joint tenancy and tenancy in common through a simple physical demonstration with his hands and fingers to show that joint tenants are harder to separate.[85] In response to my question whether his evidence was based on a specific memory, he candidly admitted that his evidence was based on what would have been his usual practice.[86] While I do not doubt that Mr Joethy provided some explanation concerning the concept of joint tenancy to the parents in English and that this was interpreted to them in Chinese, I am not able to find how clear and detailed it was. His evidence does not of itself show that the parents understood the implications.

41 Turning next to the evidence of Mr Goh, while he appears to have given a more personal account of his interactions with the parents, he admitted candidly that even he is not sure whether the parents understood exactly the implications of the manner of holding that was chosen.[87] Further, Mr Goh also stated that he did not actually discuss with the parents their shares of the property or whether they intended Chuan Wei to have the entirety of the property in the future.[88]

42 The evidence of the two lawyers must be weighed against the evidence of what the parents and Chuan Wei themselves thought and believed. Starting

---

83 AEIC of Joethy Ramalingam at para 9.

84 Notes of Evidence ("NE"), 7 July 2021, p 110, ln 9 – 17.

85 NE, 7 July 2021 pp 107 – 108.

86 NE, 7 July 2021, p 111, ln 6 – 9.

87 NE, 7 July 2021, p 132, ln 19 – 20.

88 NE, 7 July 2021, p 134, ln 25 – 32.

Version No 1: 26 Nov 2021 (10:48 hrs)

with the parents, their state of mind must be inferred from evidence of what they did and said. The mother made her will on 15 June 2012, while the father made his on 19 May 2018. It is clear that they both attempted to bequeath their share of the two properties to Luke, which suggests that at the time the wills were made they believed they were entitled to do so. The question is whether this was because they had always believed they could do so, or whether they had originally intended that the properties would vest in Chuan Wei as the surviving joint tenant but had forgotten this original intention. I leave aside the possibility that the parents deliberately changed their minds knowing they had no right to do so as there was really no evidence of this third possibility. The content of their wills does not by itself favour either the inference that the parents always believed they were entitled to dispose of their interest by will or initially understood they could not do so (without a prior severance of the joint tenancy in equity) but later forgot this. The same point can be made in respect of the evidence from Mdm Lim, which I accept, that the father told her a year or two after the mother's death that he and his deceased wife wanted the Sunrise property to be shared by Chuan Wei and Luke,[89] which he repeated to her in 2019, also adding that they wanted Luke to have the AMK property.[90] What is clear however is that there is no evidence, other than that given by Chuan Wei, that the parents ever expressed the intention that Chuan Wei should have the whole of either property.

43 However, Chuan Wei testified and was cross-examined about various documents that, in my view, shed light on whether he and his parents made any conscious choice to hold the properties in joint tenancy. I now turn to those documents.

---

[89] AEIC of Lim Joo Bee Sabine para 30.

[90] AEIC of Lim Joo Bee Sabine para 31.

Version No 1: 26 Nov 2021 (10:48 hrs)

44 These concern communications among the siblings in the few months between their mother's death and the day on which her will was read. After the mother passed away, Geri took the lead in trying to sort out arrangements concerning the properties and other family matters. I have no doubt that she did so in good faith. Moreover, at this time, none of the siblings knew the contents of the mother's will. Nor did they know the tenure of the properties or any legal implications that might flow from that tenure. This includes Chuan Wei. Immediately after the will was read, he wrote an email to Geri and Luke dated 7 October 2013:[91]

> I don't know what the properties would be. I suspect that we may have used joint tenancy for both. I wasn't involved in the shophouse – I just signed, as for sunrise, I don't remember the lawyers explaining the implications so it is likely that the property may also be joint tenancy as it seems to be the default.

45 Chuan Wei's email makes clear that there had been no discussion about the manner of holding either property. For the AMK property, he just signed without any explanation being given to him. For the Sunrise property, he did not remember any explanation and so thought that it would be held in joint tenancy as "the default". When something happens by default, it means there has not been a deliberate choice. Accordingly, I find that prior to the reading of his mother's will, Chuan Wei did not know that the legal estate of the properties was held in joint tenancy, nor did he know of any implications following from such tenure. In making this finding, I reject his evidence during cross-examination that his parents told him about the tenure and its implications in relation to the AMK property;[92] and for the Sunrise property that he understood

---

91 1AB at p 127.

92 NE, 6 July 2021, p 142.

Version No 1: 26 Nov 2021 (10:48 hrs)

the lawyers' explanations as meaning that he would inherit the properties automatically upon his parents' deaths.[93]

46 Even more tellingly, on the day the will was read, and when the father was still alive, Chuan Wei said nothing about his parents' alleged intentions that he should have the whole of both properties upon their demise.[94] If he had done so, Geri and Luke could have spoken to their father to confirm or deny it. I find that Chuan Wei said nothing about it because at that time he did not believe that his parents had ever told him such a thing. He has in the intervening years either made this up or mistakenly convinced himself that it happened.

47 My conclusion is fortified by the fact that Chuan Wei not only made no such claim about his parents' intentions on the day when his mother's will was read but also made no mention of it during the preceding discussions. I now turn to those preceding discussions.

48 The siblings met on 10 August 2013, less than a month after their mother passed away. Geri sent an email to Chuan Wei and Luke the following day. It is worth quoting the opening two paragraphs of her email:[95]

> Thanks for the discussion yesterday. Good that 3 of us came to an agreement on division/share and arrangements for payments to be made and that we reaffirmed that we agreed to

---

93 NE, 6 July 2021, p143.

94 NE, 6 July 2021, pp 145 – 146.

95 1AB 98.

Version No 1: 26 Nov 2021 (10:48 hrs)

> respect mom's legacy/hard earned living and her wishes (i.e. according to her will, if she has any).
>
> I have pulled together our agreement and understanding as below. We will proceed as discussed unless there are parts u do not agree.

49 They met again on 25 August 2013. I find that they discussed the agreement that Geri had pulled together and would have had the document in front of them. Some changes were made. Two days later, Geri emailed them, referring to their discussion and attaching what she described as "the doc we agreed upon".[96] At that time, Chuan Wei offered no contradiction. The attachment bore the file name "2013-08-10_Agreement on arrangements for mom & dad (amended for bank arrg).pdf". The document took the form of a table and the key points of the agreement were set out in the first row:[97]

> (i) Agree to honour that Mom has 1/3 share of (a) [the AMK property] as well as 1/3 of (b) [the Sunrise property]. Similarly Dad has 1/3 share of (a) [the AMK property] and (b) [the Sunrise property].
>
> (ii) Agree that Mom's investment (both cash and CPF into both the properties will be honoured and upon sale, amount to be refunded to Mom as her residual assets and allocated according to her will (if any), else as per intestate.
>
> (iii) Agree to honour Mom's will for distribution of both properties, without dispute. Intention and first choice is to exercise the will. In the absence of will, will rely on intestate succession.
>
> (iv) Agree to honour Mom's will for allocation of all assets, without dispute.

50 The use of the word "honour" indicates that what was captured was an existing position understood within the family. Thus, at a time when his father

---

96 1AB 101.

97 1AB 108

Version No 1: 26 Nov 2021 (10:48 hrs)

was alive, and so able to corroborate or contradict any assertion by Chuan Wei that he was to have the entirety of the properties, Chuan Wei agreed with his siblings that each of his parents had a one third share in each of the properties. The inference is that he too had a one third share. They also agreed to honour whatever the mother's will showed she had chosen to do with her one third shares, without dispute.

51 I also specifically find that Chuan Wei was not truthful during cross-examination when he claimed[98] that he did not read the agreement attached to the email. In concluding that he did in fact read the agreement at the time, I also rely on my observation of his character as someone who is careful and guarded, including with his siblings. I am of the view that he would have carefully read every communication from them that concerned his own interests, and also responded carefully in return if there was anything with which he did not agree. Moreover, I am satisfied that Chuan Wei is not someone who would happily give away anything he believes himself entitled to.

52 Accordingly, I find that he agreed on the four points reproduced in [49] above. I find that he had read the agreement when it was sent to him by email and did not respond to disagree with its summary of what had been agreed at the meetings because he considered it accurate. At that time, Chuan Wei did not believe that he had any right of survivorship.

53 It is possible that he truly believed he was the favoured son and that his mother's will would make a gift of her shares to him, in whole or in part but that is a different matter from knowing and believing that his parents had already decided and intended at the time of purchasing the properties that he would

---

98 NE, 6 July 2021, p118, lns 18 – 28.

Version No 1: 26 Nov 2021 (10:48 hrs)

inherit them by the right of survivorship. I find that he did not have any such belief, and that the parents made no such representation to him.

54 It is a reasonable and compelling inference that if, as the 2013 documents show, Chuan Wei had no understanding of joint tenancies at the time the properties were acquired and did not believe that there had been a conscious choice of joint tenancy, the parents had not in fact made any conscious choice of joint tenancy. I conclude that the parents did not understand or intend at the time the properties were purchased that their interests in them would go to Chuan Wei automatically upon their deaths. I find that the legal estate was held in joint tenancy only because that was the "default". It was not their deliberate and informed choice. Consequently, I hold that in equity, they purchased the properties as tenants in common, and so, such beneficial interest as they had in the properties could be bequeathed by them under their wills.

55 For clarity, I note that these discussions in 2013 are not relied on as having resulted in an agreement on which Geri and Luke now found their claim. Rather, they are relied on as evidence of what was known and understood within the family concerning the properties. This is of assistance in two distinct ways. First, the discussions completely undercut Chuan Wei's claim to have been told by the parents that he would inherit the properties by virtue of the right of survivorship. Secondly, they are indirect evidence of what the parents' intentions were as well, because the siblings appear to have proceeded based on a family understanding.

56 The evidence of the parties traversed later events and communications in some detail. However, I am of the view that by 2014 the parties had settled into antagonistic positions and there is little assistance to be gleaned from the communications among parties after that. Once the mother's testamentary

Version No 1: 26 Nov 2021 (10:48 hrs)

intentions were revealed upon the reading of her will, and as they became understood and their significance appreciated, the potential for things said or done to be self-serving grew.

Issue 2: The proportion of beneficial interests in the AMK property

57 I return to the analytic framework set out in *Chan Yuen Lan* set out at [18] above.

58 At the first step of the *Chan Yuen Lan* framework, the question is whether there is sufficient evidence of the parties' respective financial contributions. The parties agree that the parents contributed the entire down payment for the AMK property and had serviced the mortgage for the AMK property at least until the mother's death. At this step, the entirety of the equitable interest in the property belonged to the parents in equal shares, as neither the plaintiffs nor Chuan Wei have been able to show intention of any different apportionment between the father and the mother. As stated by the Court of Appeal in *Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 ("*Su Emmanuel*") at [87]:

> 87 In *Lau Siew Kim* ([77] supra), we addressed the question of whether subsequent mortgage payments could amount to a direct contribution to the purchase price for the purpose of establishing a resulting trust. We adopted (at [112]–[113]) the orthodox conception of the resulting trust as a trust which crystallises at the time the property is acquired. On this basis, we concluded (at [117]) that the extent of the parties' beneficial interests under a resulting trust must be determined at the time the property is purchased because that is when the trust arises. In line with this approach, we held in *Lau Siew Kim* that subsequent mortgage payments may only be taken into account if there was a prior agreement between the parties at the time the mortgage was obtained as to who would repay the mortgage. If, however, there was no such agreement, then subsequent mortgage payments would not count as direct contributions. In short, the critical question is whether the parties were in agreement, at the time of the acquisition of the property, as to

Version No 1: 26 Nov 2021 (10:48 hrs)

> what liability each party would undertake in respect of the mortgage.

59 There was no prior agreement for Chuan Wei to make any contribution to the mortgage over the AMK property, nor does he allege that there was any subsequent agreement for him to do so. In fact, Chuan Wei's own evidence in court was that he had made mortgage contributions on his own accord, without any indication or prompting from the parents.[99] Accordingly, any contributions he may have made towards the AMK property would fall outside any expected mortgage repayments on his part, and equitable accounting would be brought into play (see *Su Emmanuel* at [105]). On this note, as stated in *Su Emmanuel* at [103], no distinction should be drawn between payments of capital and interest, and *a fortiori* any contribution from CPF monies should not be distinguished from cash repayments as the payment would enhance the equity of redemption.

60 At the second step of the *Chan Yuen Lan* framework, the question is whether there is sufficient evidence of an express or an inferred common intention that the parties should hold the beneficial interest in the property in a proportion that is different from that set out in the first step. The Court of Appeal in *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 ("*Tan Yok Koon*") at [110], approved reliance on parties' subsequent conduct in rebuttal of a presumption of advancement.

61 For the reasons set out in [45] to [56] above, I do not accept Chuan Wei's testimony that his parents told him that they intended him to have the entirety

---

[99] NE, 6 July 2021, p 59, ln 11 – 19.

Version No 1: 26 Nov 2021 (10:48 hrs)

of their beneficial interest in the AMK property.[100] This addresses the first three steps of the *Chan Yuen Lan* framework.

62 Turning then to the fourth step of the *Chan Yuen Lan* framework, the question is whether there is sufficient evidence that the party who paid a larger part of the purchase price (here the parents) had intended to benefit the other party (here Chuan Wei). On the facts, there is no evidence to support such a finding.

63 At the fifth step of the *Chan Yuen Lan* framework, the court is asked to decide if the presumption of advancement would operate to rebut the presumption of resulting trust. While the parental relationship does give rise to a presumption of advancement (*ie*, parent-child relationship), I consider that there is sufficient evidence of their actual intention, which was not to benefit Chuan Wei to the exclusion of their other children. I consider that they retained the entirety of the beneficial interest in the AMK property, and only later decided, as shown by their wills, to bequeath their interests to Luke.

64 At the final step of the *Chan Yuen Lan* framework, the question is whether there is sufficient and compelling evidence of a subsequent express or inferred common intention that would alter the proportions in which the parties are found to have held the property after an application of the first five steps of the framework. Neither party has pressed such an agreement. Indeed, they principally differ over what the parents and Chuan Wei's intentions were at the time of the original purchase of the properties.

---

100 NE, 6 July 2021, p 142, ln 19 – 32.

Version No 1: 26 Nov 2021 (10:48 hrs)

65 There is one conundrum that arises. As I have observed at [50] and [55] above, the discussions among the siblings in 2013 appear to reflect a family understanding that Chuan Wei had a one third interest in both properties. However, Chuan Wei did not in his testimony suggest that during his parents' lifetimes he owned a one third share of the equitable estate in the AMK property. His evidence in chief was only that his "parents intended for the AMK Property to be held in joint tenancy so that they can pass down the property to [him] when they pass away".[101] Thus, at the time of acquisition, the beneficial interest of the AMK Property was intended to be held entirely by the parents. Chuan Wei has not relied on the discussions in 2013 as giving rise to a changed common intention, and I agree that these discussions cannot be relied on for this purpose because they did not involve the father.

66 In summary, after applying the various steps of the *Chan Yuen Lan* framework, I hold that the beneficial interest in the AMK property remained with the parents notwithstanding the joint tenancy of the legal estate. What is left to be decided is the issue of equitable accounting due to Chuan Wei. Chuan Wei has claimed that he contributed a total of $120,000 to the AMK property. First, there are two sums of $25,000 and $74,000 for which there is clear documentary evidence that I accept. Secondly, there is a sum of $21,000 in arrears claimed for the years 2011 to 2013. There is no documentary evidence of these arrears, but I accept Chuan Wei's testimony on this point. It fits with another part of his evidence which was not challenged, namely that the retail business was unprofitable and the property in a state of disrepair and neglect.[102] Accordingly, the sum of $120,000 is justly accountable to Chuan Wei.

---

101 AEIC of Lim Chuan Wei at para 20.

102 NE, 6 July 2021, p 86, ln 1– 30.

Version No 1: 26 Nov 2021 (10:48 hrs)

Issue 3: The proportion of beneficial interests in the Sunrise property

67 Applying the *Chan Yuen Lan* framework, the first step considers the parties' respective financial contributions.

68 The Sunrise property was purchased for $980,000 in about June 1999, with an initial down payment of $261,000 and the balance of $719,000 paid by a mortgage loan taken from DBS. From the start, Chuan Wei contributed financially, although the amount of his contribution is disputed. While Geri and Luke dispute the $45,000 that Chuan Wei claims to have contributed towards the down payment of the house, they do not dispute that Chuan Wei had contributed $9,500 to the initial payment from his CPF account and thereafter consistently contributed one-third of the mortgage repayments up until the father's passing. As noted in *Chan Yuen Lan* at [53] to [57], while the orthodox approach is to determine each party's share of the beneficial interest with reference to their contributions to the purchase price of the property at the time of acquisition, such a strict approach may not be consonant with the realities of mortgage repayments. Further, in *Su Emmanuel* at [87], it was held that subsequent mortgage repayments may be taken into account if there is a prior agreement between parties concerning the apportionment of payment of the mortgage. I hold that Chuan Wei was expected to pay for one third of the Sunrise property in accordance with the parties' common intention considered in the next paragraph.

69 Turning to the second step of the *Chan Yuen Lan* framework, I find that the parents and Chuan Wei had the common intention to hold the Sunrise property in the proportion of one third each. I infer this from Chuan Wei's email

Version No 1: 26 Nov 2021 (10:48 hrs)

of 12 June 2013[103] written to Luke and copied to Geri just a month before his mother's untimely and unexpected demise. This email concerned the proposed sale of the Sunrise property, but also set out Chuan Wei's ideas concerning the AMK property. The email contained details on which Chuan Wei wanted Geri's and Luke's agreement, but the premise on which it was written was that he had a one third share in the Sunrise property while his parents had two thirds. He proposed a minimum sale price for the Sunrise property of $1.85 million. After paying off certain expenses and contributions, including Luke's, he estimated that the parents' two thirds of the surplus sale proceeds would be about $700,000 of which some would be returned to their CPF accounts. With this, they could pay off the loan for the AMK property (stated to be about $85,000), live there (for the second floor of which he would bear the cost of renovation up to a cap of $20,000), and use the leftover monies for their old age.

70 I consider that the stated premise of the parents having a two-thirds share of the Sunrise property was not something he was merely proposing but reflected a common intention and understanding known within the family from the time of the original purchase. That it roughly accorded with the proportions of contribution supports this inference. It is also significant that Chuan Wei made this proposal to his parents via Luke, and not directly. He was cross-examined on this mode of communication,[104] and taken together with other evidence, I find that Chuan Wei was not in truth the parents' favourite child and that they were in fact closest to Luke.[105] Of course, it remains possible that Chuan Wei, notwithstanding his apparent distance from his parents, genuinely believed and continues to believe that he was their favourite child on account of

---

103 1 AB 96.

104 NE, 6 July 2021, pp 103 – 105.

105 AEIC of LimJoo Bee Sabine, paras 18 and 19.

Version No 1: 26 Nov 2021 (10:48 hrs)

his being the eldest as well as having (in his view) superior academic attainments.[106]

71 The third and fourth steps are accordingly not relevant. In relation to the fifth step, I do not find that the parents had any donative intention toward Chuan Wei (beyond his having a one third interest in the Sunrise property). They intended to retain their interests with a view to bequeathing them as they considered fit.

72 At the final step of the *Chan Yuen Lan* framework, there is no evidence of any subsequent express or inferred common intention that changed their original common intention concerning proportions. Indeed, the contents of the email discussed at [69] above shows that the original common intention endured.

73 Turning to Chuan Wei's submission that he had contributed the bulk of the mortgage for the Sunrise property, his evidence was inconsistent. In his affidavit of evidence-in-chief, he claims that he made almost all the mortgage repayments,[107] but when confronted with evidence to indicate that the parents had made contributions too, he conceded that he "didn't pay all of it".[108] Crucially, Chuan Wei also admits that the $1,800 which Luke started paying him monthly in 2012 on the behest of the mother, was used for the repayment of the mortgage loan,[109] and this is consistent with the multiple emails sent from Chuan Wei in 2014 to the plaintiffs titled "home loan", requesting the payment

---

106 AEIC of Lim Chuan Wei at paras 12 – 13.

107 AEIC of Lim Chuan Wei at paras 106 – 111.

108 NE, 6 July 2021, p 68, ln 12.

109 NE, 6 July 2021, p 89, ln 4.

Version No 1: 26 Nov 2021 (10:48 hrs)

of that monthly $1,800.[110] Overall, the evidence shows that Chuan Wei did not pay for the mortgage alone, and taking a broad brush approach, indicates that he had contributed his one-third share of the Sunrise property up until the death of the parents.

74 I then turn to the lump sum payments that Chuan Wei made, totalling $271,000,[111] which the plaintiffs do not appear to dispute.[112] This was paid after the passing of the parents and departed from the common understanding of the parties. Accordingly, these sums will be subject to the remedy of equitable accounting and should be returned to Chuan Wei from the sale proceeds of the Sunrise property.

75 For completeness, on the facts of this case, I do not accept that any interest savings resulting from the refinancing of the properties in 2001 are to be attributed to Chuan Wei.

76 In summary, it is my view that the three named joint tenants owned the Sunrise property beneficially in equal shares. After accounting for the $271,000 paid by Chuan Wei, the remainder of the net sales proceeds should be split into three, with one third given to Chuan Wei and two thirds to Luke. Two thirds have been paid into court, and so only two thirds of the $271,000 should be deducted from them for payment out to Chuan Wei, while the balance should be paid out to Geri and Luke as executors of their parents' estates.

---

110 1AB pp 182, 206, and 225.

111 AEIC of Lim Chuan Wei at para 118.

112 Plaintiff's Closing Submissions at para 160.

Version No 1: 26 Nov 2021 (10:48 hrs)

Issue 4: Proprietary estoppel

77 Finally, I turn to the claim of proprietary estoppel raised by Chuan Wei. It fails for the simple reason that I do not accept that the parents ever represented to Chuan Wei that he would have the entire legal and beneficial interest in the properties upon their passing.

Conclusion

78 In conclusion, I find that the AMK property was beneficially owned in equal shares by the parents, and that Chuan Wei holds the AMK property on trust for the estates of the parents, to be distributed in accordance with their respective wills. The estates of the parents are to account to him $60,000 each (totalling $120,000) as reimbursement for Chuan Wei's payments towards the discharge of the mortgage of the AMK property.

79 As for to the Sunrise property, I find that the three named joint tenants had owned the property in equity as tenants in common in equal shares. From the net proceeds of the sale of the Sunrise property, the sum of $271,000 is to be accounted to Chuan Wei as reimbursement for his payments towards the discharge of the mortgage of the Sunrise property.

80 I do not award any interest on the sum that is the subject of equitable accounting in relation to the AMK Property. For the Sunrise Property, such interest that has accrued on the monies paid into court should be paid out in

Version No 1: 26 Nov 2021 (10:48 hrs)

accordance with the proportions ordered in respect of the principal sum standing in court.

81 I will hear parties on the drafting of the appropriate orders, any consequential orders, and costs.

Philip Jeyaretnam
Judge of the High Court

Rabi Ahmad s/o M Abdul Ravoof and Joshua Chow Shao Wei (IRB Law LLP) for the plaintiffs;
Koh Choon Guan Daniel, Clarence Cheang Wei Ming and Raheja Jamaluddin (Eldan Law LLP) for the defendant.

Version No 1: 26 Nov 2021 (10:48 hrs)