

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

[2021] SGHC 52

Originating Summons No 168 of 2020 and Summons No 4277 of 2020

Between

Lim Choo Hin (as the sole
executrix of the estate of Lim
Guan Heong, deceased)

... Applicant

And

Lim Sai Ing Peggy

... Respondent

JUDGMENT

[Trusts] — [Resulting trusts] — [Presumed resulting trusts]
[Gifts] — [*Inter vivos*]

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Lim Choo Hin (as the sole executrix of the estate of Lim Guan Heong, deceased)

v

Lim Sai Ing Peggy

[2021] SGHC 52

General Division of the High Court — Originating Summons No 168 of 2020
and Summons No 4277 of 2020

Chan Seng Onn J

21 October 2020

2 March 2021

Judgment reserved.

Chan Seng Onn J:

Introduction

1 Say not you know another entirely, till you have divided an inheritance with him. The words of the late Johann Kaspar Lavater, uttered more than two centuries ago, were as sombre as they were prescient. This court has witnessed, on occasions aplenty, the unfortunate legal wars waged between the living over the property of the dead. The present case involves precisely that. On its face, it pertains to a simple application for a declaration of trust. The simplicity of the application, however, belies a bitter dispute between eight siblings over their late father's property.

2 The late Mr Lim Guan Heong ("Mr Lim") was the owner of a Housing Development Board ("HDB") flat at 2 Jalan Batu #08-69, Singapore 430002

(“the Property”). At the time of his passing on 4 September 2015, Mr Lim held the Property as joint tenants with Ms Lim Sai Ing Peggy, one of his eight children and the respondent in the present case. As such, upon Mr Lim’s passing, title to the Property devolved to the respondent, who remains the sole registered proprietor to this day.

3 Following some back-and-forth by way of text messages and strongly-worded letters, the present application, HC/OS 168/2020 (“the Application”), was filed on 6 February 2020. By way of the Application, Ms Lim Choo Hin, also a daughter of Mr Lim and the applicant in the present case, seeks a declaration that the Property is held on trust by the respondent for the estate of Mr Lim (“the Estate”). The respondent disagrees, and claims that she is the true beneficial owner of the Property.

4 In addition, on 2 October 2020, the respondent filed HC/SUM 4277/2020 (“SUM 4277”), seeking leave to file a reply affidavit. On 21 October 2020, after hearing the parties’ oral submissions, I reserved judgment on the Application and SUM 4277. Having considered the parties’ respective affidavits and submissions, this is my Judgment.

The facts

5 The evidence in the Application was adduced by way of the affidavits of Mr Lim’s children; their assertions therein have not been tested in cross-examination. Unsurprisingly, the children offer dissonant accounts of what occurred, and level multiple scathing allegations at one another. Mr Lim, who would have best known of the precise circumstances surrounding the acquisition of the Property and the subsequent transfers of title to his children, was unable to give evidence as he had passed on as at the time of the Application. I set out

in this section what is apparent, to me, to be the actual events that took place. In so far as either party has disputed aspects of these facts in its case, I will explain why the version of events set out herein is to be preferred.

Background facts and acquisition of the Property

6 Mr Lim was the father of eight children. Seven are daughters and the third child, a son. In order of seniority, they are: Ms Lim Geok Eng (“LGE”), the eldest child; Ms Lim Mei Ying (“LMY”); Mr Lim Kwong Yin (“LKY”); Ms Lim Kay Eng (“LKE”); the respondent; Ms Lim Suet Eng (“LSE”); Ms Lim Lan Eng; and the applicant, the youngest child.¹

7 Prior to the purchase of the Property in 1976, the family lived in the upper floor of a two-storey shophouse at 8 Jalan Batu #01-07, Singapore 430008 (“the Shophouse”). The Shophouse had been rented by Mr Lim using his corporate entity, Sin Wah Bee Permanent Wave Saloon (“SWB”), under which he ran a barbershop/salon business.² In 2000, Mr Lim, LKY, LSE, the applicant and the respondent purchased the Shophouse under the HDB Tenants Priority Scheme. They held the Shophouse as tenants-in-common in equal shares.³

8 The Property was purchased under a sale and purchase agreement dated 7 November 1975, at a purchase price of \$23,500. Completion was in February 1976, at which point the purchase price was fully paid. The Property was registered in Mr Lim’s sole name at the time of purchase. Notably, the parties

¹ Affidavit of Lim Choo Hin (“LCH”) at para 6.4.

² LCH at para 6.6.

³ LCH at para 6.7.

are in disagreement as to who paid the purchase price; it would appear (for reasons that will be made clear) that it was Mr Lim who paid for the Property.

9 Upon completion in 1976, Mr Lim and his wife moved in and lived at the Property. The four younger children (which included the applicant and the respondent) continued residing at the Shophouse; the four elder children, who were married, had their own homes. According to the applicant, “[p]eriodically” and “through the years”, the four elder children and their families were allowed to occupy the Property when they required accommodation.⁴

Registration of Mr Lim’s children as co-owners of the Property

10 Mr Lim’s wife passed on sometime in March 1981. Around this time, on 1 April 1981, the respondent was registered as a joint owner of the Property (“the 1981 transfer”).⁵ This was a gratuitous transfer; the respondent did not pay any consideration to Mr Lim at the time of transfer, albeit it is her case (and the applicant does not dispute) that she subsequently contributed to the upkeep of the Property, and paid for *inter alia* renovation costs. The parties have not challenged the validity of the transfer, and the relevant documentary evidence (*ie*, transfer instruments) have been introduced into evidence via the parties’ affidavits.

11 The parties have provided diametrically opposed accounts of what the arrangement was at this point in time, and why the 1981 transfer occurred.

⁴ Applicant’s Written Submissions (“AWS”) at para 9.

⁵ Affidavit of Peggy Lim Sai Ing (“LSI”) at p 22; LCH at pp 58 and 65.

(a) According to the applicant, Mr Lim’s elder children arranged to *relocate him* from the Property to the Shophouse, so that the children would be better able to look after his needs. He was grieving over the loss of his wife and was on the verge of retirement. Mr Lim thereon resided primarily at the Shophouse.⁶ The 1981 transfer was part of the arrangement to move Mr Lim to the Shophouse. It was done in order to allow the respondent to “help [Mr Lim] administratively to look after and manage [Mr Lim’s] ownership ... in the Property”. It was also to “[safeguard] ... the sole ownership interest of [Mr Lim] in the Property from being exposed to any risk of re-possession by HDB”.⁷ Mr Lim feared that HDB would re-possess the Property if “as its sole owner, he was found not to be in personal use and occupation of the Property”.⁸ To address this concern, at or around the time of the 1981 transfer, the respondent and LSE (*ie*, the sixth child of Mr Lim) moved into the Property. Further, according to the applicant, the respondent was the only one of Mr Lim’s children who met the eligibility requirements under prevailing HDB regulations.⁹ The other children were either ineligible or were unable to help Mr Lim to look after the Property. This was why the respondent, and not the other children, was registered as joint owner of the Property.

(b) The respondent provides a rather different account. She claims that Mr Lim never moved out of the Property, and that they resided

⁶ AWS at para 13.

⁷ AWS at para 14(c).

⁸ AWS at para 16.

⁹ AWS at para 17.

together at the Property from 1981 onwards. The 1981 transfer was in recognition of this arrangement, as well as the fact that the respondent contributed to the purchase price/upkeep of the Property.

12 Two decades later, in 2001, Mr Lim arranged for the applicant's name to be added to the Property as another joint owner ("the 2001 transfer"). This, again, was a gratuitous transfer.¹⁰ According to the applicant, the 2001 transfer was on "a similar understanding as the [1981 transfer]", meaning it was for the applicant to assist Mr Lim in managing and looking after the Property.¹¹ The respondent has not given evidence explaining the circumstances behind the 2001 transfer. Then, on 6 September 2013, the applicant removed her name from the Property "in order to be eligible to purchase another HDB flat".¹² A corresponding change was reflected on the title deed of the Property, and the relevant transfer instruments were lodged in January 2014 ("the 2014 transfer").¹³

13 The applicant accepts (consistent with the respondent's evidence) that in 2013 or 2014, Mr Lim resided at the Property permanently. This was in the light of the impending sale of the Shophouse (see [15] below). Following this, in August 2014, the respondent moved out of the Property, and left for the United Kingdom.¹⁴ At or around this time, the applicant and LKY moved into the Property to live with Mr Lim.¹⁵

¹⁰ AWS at para 22.

¹¹ AWS at para 23.

¹² AWS at para 23.

¹³ LSI at p 22; LCH at p 65.

¹⁴ LSI at para 30.

¹⁵ AWS at para 27; LSI at para 38.

14 According to the applicant, in 2014, after the respondent moved out of the Property, Mr Lim “repeatedly informed family members that he wanted [the respondent’s] name removed from the Property”.¹⁶ Despite Mr Lim’s (and his children’s) attempts to seek the applicant’s cooperation on this matter, the respondent did not comply. She first informed LKY, in an alleged telephone conversation in November 2014, that she could not attend to the matter as she was living in the suburbs in the United Kingdom, and it was inconvenient for her to travel. Thereafter, she was allegedly uncontactable and/or unresponsive on the issue.¹⁷ In the round, the respondent’s name was never removed from the property register, and she remained a co-owner of the Property. These were the first signs of disquiet in the Lim family. Unfortunately, they were not the last.

Disputes arising between the parties

15 The present dispute was preceded by another fractious event. As noted, Mr Lim had plans to sell the Shophouse sometime in 2013 or 2014. Sale of the Shophouse was completed in December 2014. During this period, a dispute surfaced between Mr Lim, LKY, LSE, the applicant and the respondent over the apportionment and distribution of the sale proceeds of the Shophouse.¹⁸ As such, upon sale in December 2014, the proceeds of the sale of the Shophouse were held by conveyancing solicitors. It was only in 2018 that HC/OS 1555/2018 was filed, and following a mediation that took place in 2019, the dispute was resolved and the proceeds were apportioned and distributed.

¹⁶ AWS at para 28.

¹⁷ AWS at para 29.

¹⁸ LSI at paras 33 and 52.

16 In the midst of the dispute over the Shophouse, the present dispute began taking root. Prior to his passing on 4 September 2015, Mr Lim executed a will on 27 April 2015 (“the Will”). Under the Will, the applicant was named as the sole executrix. Mr Lim also bequeathed his share in the Property to LKY. After Mr Lim passed on, Grant of Probate was obtained on 21 November 2016 in FC/P 4350/2016. The applicant, in line with the Will, was appointed as sole executrix.

17 The applicant furnished the respondent with copies of the Grant of Probate and the Will on 1 October 2017. She also provided the respondent with documentation to be used for the removal of the respondent’s name from the property register.

18 Then, on 3 October 2017, the respondent filed the Notice of Death of Mr Lim over the Property, for the Property to be transferred under her sole name as the surviving joint tenant.¹⁹ The HDB records indicate the respondent to be the sole owner of the Property from that date.²⁰ Thereafter, according to the applicant, sometime in November 2017, the respondent instructed a real estate agent to “take steps to prevent use and occupation of the Property by LKY and LMY”.²¹

19 The Notice of Death filed by the respondent was discovered by the applicant in February 2019, who then lodged a caveat against the Property on 26 March 2019. What followed was a series of letters exchanged between the parties via their solicitors. On 3 May 2019, the respondent’s solicitors wrote to

¹⁹ AWS at para 42.

²⁰ LSI at p 22.

²¹ AWS at para 30.

the applicant, demanding withdrawal of the caveat on grounds that it was without legal basis. They threatened legal action against the applicant for wrongful lodgement of the caveat. On 16 May 2019, the applicant’s solicitors responded, maintaining that the caveat was not wrongful, and reiterating the Estate’s claim over the beneficial ownership in the Property.

20 Following this, on 6 February 2020, the applicant filed the Application.

The parties’ cases

The applicant’s case

21 The applicant argues that the Mr Lim was never divested of the beneficial interest in the entirety of the Property. She points to Mr Lim’s payment of the purchase price and his conduct as regards the Property during his lifetime. He “maintained absolute control and dominion” over the Property and dealt with it “as though he was its sole owner”.²² As such, the presumption of resulting trust is applicable. The respondent consequently only has bare legal title, and holds the beneficial interest in the Property on trust for the Estate.

The respondent’s case

22 The respondent argues that there is insufficient evidence that Mr Lim held the entire beneficial interest in the Property.²³ There is accordingly no basis for the presumption of resulting trust to operate. In the alternative, the presumption of advancement would apply to displace any presumption of resulting trust, and would confer the respondent the beneficial interest in the

²² AWS at paras 24 and 24.3.

²³ Respondent’s Written Submissions (“RWS”) at paras 23 to 48.

property.²⁴ In the further alternative, any resulting trust that arose would be prohibited under ss 51(8), 51(9) and/or 51(10) of the Housing and Development Act (Cap 129, 2004 Rev Ed) (“HDA”).²⁵

Issues

23 Based on the relief sought by the applicant and the arguments made by both sides, there are two broad issues before me:

(a) First, who the beneficial interest in the Property resides with (and in what proportion).

(b) Second, assuming that a trust (which has not been displaced) has arisen over the Property, whether this falls foul of the relevant provisions of the HDA.

24 There are ancillary issues concerning the Will, and how, assuming the applicant is granted the relief sought, the Property ought to be divided as between Mr Lim’s children. These are *not* issues before the court, given the manner in which the Application is framed (it pertains solely to a declaration of trust), and the way parties have framed their arguments. I nevertheless note, briefly, that there may be issues concerning, *inter alia*, the issue of severance (of the interest in the Property), the validity of the bequeathing of the Property to LKY under the Will, and consequently the manner in which the Property is to be divided amongst the children, if at all. I say no more on these issues, which are best left for consideration in the appropriate proceedings. My findings in

²⁴ RWS at paras 49 to 57.

²⁵ RWS at paras 60 to 67.

this Judgment are limited to the question of where the beneficial interest in the Property resides.

The beneficial interest in the Property

25 The thrust of the applicant’s case is that Mr Lim had always possessed the beneficial interest in the Property, and was never divested of the same. Accordingly, upon his passing, that beneficial interest resided with the Estate. The applicant argues, in this regard, that the presumption of resulting trust thus applies, and the respondent holds only bare legal title to the Property. The respondent contends that the presumption does not apply, and in any event would have been rebutted.

26 For reasons that will be made clear, I do *not* see a need to delve into an analysis premised on the presumption of resulting trust and whether it was rebutted. It is nevertheless appropriate for me to briefly recap the law to reiterate the *underlying considerations* of the analysis, and what it is that equity responds to in the inquiry on beneficial interest in property.

Applicable principles

27 The presumption of resulting trust arises where an individual makes a voluntary payment for the purchase of a property that is then vested in the other person or in both of them jointly. The law in this regard is uncontroversial; the *locus classicus* has been regarded as *Westdeutsche Landesbank Girozentrale v Islington London Borough Council* [1996] AC 669 (“*Westdeutsche*”). In *Westdeutsche*, Lord Browne-Wilkinson stated (at 708A):

... where A makes a voluntary payment to B or pays (wholly or in part) for the purchase of property which is vested either in B alone or in the joint names of A and B, there is a presumption that A did not intend to make a gift to B: the money or property

is held on trust for A (if he is the sole provider of the money) or in the case of a joint purchase by A and B in shares proportionate to their contributions...

28 Lord Browne-Wilkinson’s observations have been accepted locally on numerous occasions: see *Lim Beng Kiat v Mohammad Sarman bin Saidi* [2020] SGHC 253 at [23]; *Estate of Yang Chun (Mrs) née Sun Hui Min, deceased v Yang Chia-Yin* [2019] 5 SLR 593 (“*Yang Chia-Yin*”) at [55]; *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 at [34].

29 The considerations undergirding the rule in *Westdeutsche* are important. The court in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 (“*Chan Yuen Lan*”) stated that the presumption of resulting trust is equity’s response to the lack of intention by the transferor to benefit the transferee: at [38] and [44]. As a consequence, equity regards each party as holding a beneficial interest in the property equivalent to their respective financial contributions to the same *at the time the property was acquired*: *Chan Yuen Lan* at [53]. This stands to reason as a matter of principle: a *bona fide purchaser for value* is regarded as equity’s darling.

30 The presumption of resulting trust, and the beneficial interest that accompanies it, can be displaced in several ways, namely, (a) by evidence of the transferor’s intention to make a gift to the transferee (*Chan Yuen Lan* at [160(d)]); (b) due to the operation of the presumption of advancement (*Chan Yuen Lan* at [160(e)]); or (c) by evidence of a common intention of the parties, either at or subsequent to the acquisition, to hold the beneficial interest in a proportion other than that which corresponds with the parties’ respective financial contributions (*Chan Yuen Lan* at [160(b)] and [160(f)]).

My decision

31 Having considered the parties’ submissions and the documentary evidence available, it is apparent to me that Mr Lim bestowed ***a gift*** to the respondent when he added her name to the property register. The documentary evidence, in particular the title deed to the Property, makes this clear. The parties’ arguments on the presumption of resulting trust, *etc*, are inapplicable, given the way events unfolded. For clarity, I address the relevant events in chronological order.

32 I begin with the events of 1976. The key question is *who paid the purchase price* for the Property. It is the financial contributions of the parties that equity responds to; a purchaser for value is *ipso facto* regarded as a beneficial owner.

33 The evidence, in my view, quite clearly points to the conclusion that it was Mr Lim alone who paid the purchase price of the Property. The applicant has averred that it was Mr Lim who paid the purchase price, and appends to her affidavit payment invoices to that effect.²⁶ LGE, LMY, LKY and LKE have deposed to the same in their respective affidavits.²⁷

34 The respondent suggests that she contributed to the purchase price. Specifically, she avers that:

13. At the Deceased’s behest sometime in 1976, I made a bid for the tontine fund for the purpose of contributing towards

²⁶ LCH at paras 6.3 and 6.9, and pp 50 to 52; Second affidavit of Lim Choo Hin (“LCH2”) at para 7.3.

²⁷ Affidavit of Lim Geok Eng (“LGE”) at para 5; Affidavit of Lim Mei Ying (“LMY”) at para 3; Affidavit of Lim Kwong Yin (“LKY”) at para 3; Affidavit of Lim Kay Eng (“LKE”) at para 3.

the purchase price of the Property. Essentially, what this meant was that I took a loan from the tontine fund at a very high interest rate. ...

14. ... The Deceased had assured me that as long as I contributed to the family, he would consider me a co-owner of the family home ...

15. After my mother passed on in March 1981, I moved into the Property to live with the Deceased until 2014. At the Deceased's request, I contributed to various household expenses, all outgoings, maintenance, renovation and various expenses related to the upkeep of the Property. These payments were on top of my having to repay the tontine fund for the loan and interests which I had incurred ...

...

17. When I moved into the Property in March 1981, the Deceased informed me that since I had contributed to the Property's purchase price and had agreed to contribute towards the upkeep of the Property, he would effect a change of the Property's title so that I would officially become a joint owner ...

As seen, the respondent does not indicate anywhere in her affidavit *how much* she contributed to the purchase price of the Property. Nor has she provided any documentary evidence to this effect.

35 I find that the respondent has not proved on a balance of probabilities that she made any financial contribution towards the purchase price of the Property. First, as noted, there is a dearth of evidence to this effect. Second, the evidence of the other siblings is unanimous and unequivocal. Third, there is also some documentary evidence that Mr Lim, and Mr Lim alone, made the relevant payments.²⁸ These three points, in my view, dispose of the issue. Accordingly, as at the time of purchase, the legal and beneficial interest in the Property was held by Mr Lim alone; they were never bifurcated, as there was no other legal owner of the Property up until 1981. There was therefore no trust to speak of.

²⁸ LCH at pp 50 to 52.

36 I then turn to the events of 1981. The issue of beneficial interest turns on one pivotal question: what was the legal (and equitable) significance of Mr Lim adding the respondent’s name to the property register in 1981? This issue is resolved by a critical document: the title deed of the Property, which indicates the nature of the relevant transfers made (*ie*, the 1981 transfer, the 2001 transfer and the 2014 transfer).

37 The title deed indicates, by way of a stamp by the Registrar of Titles, that the Property was transferred to the respondent *by gift*, as joint tenants with Mr Lim. The stamp states “TRANSFER TO LIM SAI ING (BY GIFT) AND LIM GUAN HEONG AS JOINT TENANTS OF THE WITHIN LEASEHOLD ESTATE (WITH THE CONSENT OF THE LESSOR)” [emphasis in original].²⁹ The words “BY GIFT” were in fact written into the stamp, and the stamp was duly endorsed by the Registrar of Titles. The parties have not challenged the authenticity and/or accuracy of the relevant documents.

38 The effect of the transfer instrument was therefore this: by way of the 1981 transfer, Mr Lim conferred his beneficial interest in the Property to the respondent and himself as joint tenants. They held the beneficial interest in the Property, from that point on, in equal and undivided shares. While the respondent did not pay Mr Lim consideration in 1981 when her name was added to the property register, this is immaterial. A gift suffices to confer the beneficial interest in a property to the recipient of such gift; it is for this reason that the courts have recognised an unequivocal gift as a valid means of displacing the presumption of resulting trust (see [30] above).

²⁹ LCH at p 65.

39 Subsequently, by way of the 2001 transfer, the Property was bestowed to Mr Lim, the applicant and the respondent as joint tenants, *also* by way of gift.³⁰ This is reflected on the stamp by the Registrar of Titles. Then, in 2014, the Property was transferred to Mr Lim and the respondent, *again* by way of gift. This, likewise, is reflected on the stamp by the Registrar of Titles.³¹ Thus, as at 2014, the respondent was a joint tenant of the Property, and held the legal and beneficial interest in the Property in equal and undivided shares with Mr Lim.

40 There is admittedly some uncertainty as to Mr Lim’s subjective state of mind when the relevant transfers were effected. It is for this reason that the applicant has made arguments on *inter alia* Mr Lim being unaware of the significance of the formal transfers of title to the Property, and him being unconcerned with issues of inheritance and how the Property would devolve upon his passing. These are, however, irrelevant. The documentary evidence, which can tell no lies, is unequivocal. In the face of clear transfers effected *by way of gift*, as *per* the title deed (see [37]–[39] above), it would be inappropriate for the court to attempt to divine some other intention on Mr Lim’s part in an attempt to rebut the ordinary meaning of the documents. Even then, the applicant’s arguments assume that Mr Lim’s subjective state of mind *would be sufficient* to contradict the title deed and properly executed transfer instruments; I express serious doubts in this regard.

41 Being the surviving joint tenant upon Mr Lim’s passing on 4 September 2015, the entirety of the interest in the Property, legal and beneficial, devolved

³⁰ LCH at p 65.

³¹ LCH at p 66.

to the respondent by operation of the rule of survivorship. This, likewise, is accurately reflected on the title deed to the Property, via a stamp by the Registrar of Titles in 2017 (upon the lodgement of the Notice of Death).³²

42 It is thus clear to me that there is no need to engage in any analysis involving the presumption of resulting trust and/or whether it was displaced. There was never a trust over the Property. By virtue of the right of survivorship, the entirety of the beneficial interest in the Property vested in the respondent upon Mr Lim’s passing.

43 As for Mr Lim’s intended bequeathing of his “share” of the Property to LKY in the Will, it suffices for me to note that I do not see how this can displace the rule of survivorship and its operation in the context of a joint tenancy such as the one at present. I say no more on this issue, given that I have not been asked, in these proceedings, to pronounce on the validity of the Will and its contents – the relief sought, as noted, pertains only to a declaration of trust over the Property. Given my findings above, I am unable to grant the applicant such a declaration.

Remaining issues

44 Based on the foregoing, the issues concerning the presumption of advancement and the HDA are self-evidently moot.

³² LCH at p 66.

SUM 4277

45 With my decision as indicated above, there is no need for any further evidence to be introduced by way of affidavit. I hence make no order on SUM 4277.

Conclusion

46 I dismiss the Application and make no order on SUM 4277. Unless parties wish to be heard on costs, I order as follows: (a) costs of the Application are to be paid to the respondent by the applicant, to be taxed if not agreed; and (b) parties are to bear their own costs for SUM 4277. If parties wish to be heard on costs, they are to inform the court within seven days of the date of this Judgment, and file written submissions on costs limited to five pages each within 14 days of this Judgment. The court will then inform parties of a suitable date for the hearing on costs.

47 In closing, I strongly urge parties to reach an amicable settlement over the outstanding issues relating to the Estate. It will benefit all involved to avoid a bitter, protracted and costly litigation. I dare venture to suggest, even, that the late Mr Lim would not have wished to see his children cavil with such vitriol.

Chan Seng Onn
Judge of the High Court

Tan Kwee Sain Pauline (P Tan & Co) for the applicant;
Lim Cheng Hock Lawrence (Matthew Chiong Partnership) for the
respondent.
