

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

**[2023] SGHC 259**

Suit No 141 of 2022

Between

Tan Hui Min Sabrina Alberta

*... Plaintiff*

And

- (1) Chiang Hai Ding
- (2) Chiang Joon Arn

*... Defendants*

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**JUDGMENT**

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[Civil Procedure — Pleadings]  
[Trusts — Constructive trusts]  
[Trusts — Resulting trusts — Presumed resulting trusts]

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**Tan Hui Min Sabrina Alberta**  
**v**  
**Chiang Hai Ding and another**

**[2023] SGHC 259**

General Division of the High Court — Suit No 141 of 2022  
Hoo Sheau Peng J  
2–5, 9 May, 9 June 2023

14 September 2023

Judgment reserved.

**Hoo Sheau Peng J:**

**Introduction**

1 At the heart of this dispute is a conservation shophouse located at 11 Martaban Road, Singapore 328639 (“11 Martaban”). The registered proprietor of 11 Martaban is the first defendant, Dr Chiang Hai Ding (“Dr Chiang”).

2 The second defendant, Mr Chiang Joon Arn (“Mr Chiang”), is Dr Chiang’s son. Mr Chiang and the plaintiff, Ms Tan Hui Min Sabrina Alberta (“Ms Tan”), are undergoing divorce proceedings.

3 Ms Tan seeks a declaration that she and/or Mr Chiang are the beneficial owners of 11 Martaban. The defendants, on the other hand, contend that 11 Martaban belongs solely to Dr Chiang.

## **Undisputed facts**

### ***The parties***

4 Ms Tan and Mr Chiang (“the Couple”) registered their marriage on 21 December 2011.<sup>1</sup> In their divorce proceedings *vide* FC/D 4921/2020, interim judgment was granted on 7 May 2021.<sup>2</sup> Dr Chiang is a former civil servant and Member of Parliament.<sup>3</sup>

5 Ms Tan is a chartered accountant.<sup>4</sup> From 1994 to 1997, Ms Tan was an auditor at Ernst and Young (“EY”). At that time, Mr Chiang also worked at EY, and it was then that the Couple met. In 1997, Ms Tan moved to work at Saatchi & Saatchi as a senior accountant for two years. From 1999 to 2002, Ms Tan was the Finance Director at Carlson Marketing Group.<sup>5</sup>

6 Ms Tan resigned from Carlson Marketing Group in 2002 to join Mr Chiang in Boston, United States of America (“US”), where he was posted for work by EY.<sup>6</sup> There, the Couple set up a joint bank account with the Bank of America.<sup>7</sup> They later opened another joint bank account in Singapore, with OCBC Bank.<sup>8</sup> I shall refer to these as “the Two Joint Accounts”.

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<sup>1</sup> Agreed List of Non-Issues (“AL”) at S/N 1 and S/N 2.

<sup>2</sup> AL at S/N 3.

<sup>3</sup> AL at S/N 5.

<sup>4</sup> AL at S/N 8.

<sup>5</sup> AL at S/N 7 and S/N 10.

<sup>6</sup> AL at S/N 11.

<sup>7</sup> AL at S/N 12.

<sup>8</sup> AL at S/N 13.

7        Around 2005 to 2006, the Couple purchased a Housing Development Board (“HDB”) flat at Pinnacle @ Duxton (“the Pinnacle Flat”) for \$306,500 in their joint names. Ms Tan’s parents paid the \$2,000 application fee on behalf of the Couple.<sup>9</sup> Eventually, this was used as the matrimonial home.

### ***Purchase of 11 Martaban***

8        In or around 2009, Ms Tan and Mr Steven Kwang (“Mr Kwang”), the Chiang family’s property agent, went for various viewings of shophouses across Singapore.<sup>10</sup> 11 Martaban was first identified by Ms Tan in 2009. She then told Mr Chiang about it.<sup>11</sup> In the same year, 11 Martaban was purchased for \$2,100,000 and registered in Dr Chiang’s sole name. Mr Chiang did not have sufficient funds to pay the downpayment amount of \$820,000. Therefore, Mr Chiang and Dr Chiang paid approximately \$520,000 and \$300,000, respectively, towards the downpayment of the property.<sup>12</sup> The remaining purchase price was financed by a mortgage of \$1,280,000 taken out in Mr Chiang’s sole name (“the Mortgage”).<sup>13</sup>

### ***The Couple’s involvement in 11 Martaban***

9        After its purchase, 11 Martaban was rented out. Its rental income was used to finance the Mortgage repayments. When 11 Martaban was not rented out, Mr Chiang would service the Mortgage.<sup>14</sup> Mr Chiang also paid the property

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<sup>9</sup>        AL at S/N 14.

<sup>10</sup>       AL at S/N 16.

<sup>11</sup>       AL at S/N 17.

<sup>12</sup>       AL at S/N 18 and S/N 19.

<sup>13</sup>       AL at S/N 22.

<sup>14</sup>       AL at S/N 24.

tax for 11 Martaban for at least the past six years.<sup>15</sup> Mr Chiang also reimbursed Dr Chiang for income tax payments arising from the property's rental income that the latter had made.<sup>16</sup>

10 Turning to Ms Tan's involvement, in September 2014, Ms Tan reviewed and amended a tenancy agreement for 11 Martaban.<sup>17</sup> Sometime between 2014 and 2015, there were roof water leakages in 11 Martaban. Ms Tan sourced suitable contractors and reviewed quotations to fix the leakage problem. After she found a suitable contractor, she oversaw the rectification works to resolve the issue.<sup>18</sup> Moreover, Ms Tan also liaised with Mr Kwang to check a tenant out of 11 Martaban in April 2016.<sup>19</sup>

11 In 2017, Ms Tan was diagnosed with endometrial cancer, and she began receiving treatment.<sup>20</sup> Sometime in 2017, a real estate agent, Ms Loh Suat Hui ("Ms Loh") was appointed as the estate agent for 11 Martaban.<sup>21</sup> As at the date of the filing of the Defence, the property had been in a state of disrepair since 2018 and had not been tenanted since that time.<sup>22</sup>

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<sup>15</sup> AL at S/N 25.

<sup>16</sup> AL at S/N 26.

<sup>17</sup> AL at S/N 27.

<sup>18</sup> AL at S/N 28.

<sup>19</sup> AL at S/N 30.

<sup>20</sup> AL at S/N 31.

<sup>21</sup> AL at S/N 32.

<sup>22</sup> AL at S/N 33.

***The breakdown in the relationship***

12 On 30 October 2020, Ms Tan commenced divorce proceedings against Mr Chiang.<sup>23</sup> The present suit arises out of the divorce proceedings, as the parties disagree as to whether 11 Martaban forms part of the pool of matrimonial assets to be divided. Should the property belong solely to Dr Chiang, it would not be a matrimonial asset.

**The parties' cases**

13 Ms Tan's main case is that although 11 Martaban was purchased before their marriage, all along, the parties had intended that Dr Chiang hold it on trust for the Couple. As such, they are the true beneficial owners of the property.<sup>24</sup>

14 Ms Tan's narrative is that the Couple always dreamed of owning and living in a shophouse.<sup>25</sup> 11 Martaban was their joint investment.<sup>26</sup> The Couple only used Dr Chiang's name to purchase the property because they could not purchase it under their names. After the purchase of the Pinnacle Flat, they had to fulfil HDB's "minimum occupancy period" ("MOP") of five years before any purchase of private property could be made ("the HDB MOP restriction").<sup>27</sup>

15 After the purchase of 11 Martaban, the Couple bore the expenses<sup>28</sup> and reaped all of the benefits of the property.<sup>29</sup> As framed, Ms Tan's claim is

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<sup>23</sup> AL at S/N 35.

<sup>24</sup> Plaintiff's Closing Submissions ("PCS") at para 1(a).

<sup>25</sup> PCS at para 20.

<sup>26</sup> PCS at paras 26–40.

<sup>27</sup> PCS at paras 33–34.

<sup>28</sup> PCS at paras 98–101.

<sup>29</sup> PCS at para 82.



premised on a common intention constructive trust over the property in favour of the Couple, and I shall refer to the alleged understanding of the parties as “the Alleged Arrangement”.

16 Further, and in the alternative, Ms Tan alleges that a resulting trust has arisen such that the Couple are the beneficial owners of 11 Martaban.<sup>30</sup> Ms Tan’s position is that the Couple had paid towards the downpayment of the property and taken up the liability for the Mortgage, which gives rise to a presumed resulting trust at law. Ms Tan contends that a resulting trust arises in favour of the Couple as full beneficial owners and that the defendants are unable to rebut this presumption as the Couple did not intend to benefit Dr Chiang with 11 Martaban.<sup>31</sup> As regards Dr Chiang’s contribution of \$300,000 to 11 Martaban’s purchase price, this was a loan and is accordingly to be taken as the Couple’s joint contribution.<sup>32</sup> However, should the court find that Dr Chiang’s contribution of \$300,000 was personal to him, and not a loan to the Couple, then the beneficial ownership would be 85.72% in favour of the Couple and 14.28% in favour of Dr Chiang.<sup>33</sup> I shall refer to this as the “First Alternative Case”.

17 Further, and in the alternative, Ms Tan says that should the court find that Mr Chiang’s contributions were for himself only and not made on behalf of the Couple, then the resulting trust arises solely in favour of Mr Chiang.<sup>34</sup> Within this alternative case, should Dr Chiang’s contribution of \$300,000 be

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<sup>30</sup> PCS at para 1(b).

<sup>31</sup> PCS at para 118.

<sup>32</sup> PCS at para 121.

<sup>33</sup> PCS at para 122.

<sup>34</sup> PCS at para 1(c).

treated as his personal contribution towards 11 Martaban, Mr Chiang and Dr Chiang would hold the property as 85.72% and 14.28% beneficial owners respectively.<sup>35</sup> I shall refer to this as the “Second Alternative Case”.

18 Turning to the defendants’ case, Dr Chiang and Mr Chiang’s main defence is that there was no agreement between the parties for 11 Martaban to be held by Dr Chiang on behalf of the Couple.<sup>36</sup> 11 Martaban was not purchased pursuant to the Alleged Arrangement<sup>37</sup> and the parties’ conduct following the purchase of the property was inconsistent with the Alleged Arrangement.<sup>38</sup>

19 The defendants’ narrative is that Dr Chiang invests in properties. He expressed his interest in buying a shophouse to Mr Chiang, and Mr Chiang and Ms Tan helped in the search for 11 Martaban.<sup>39</sup> After 11 Martaban was identified, Mr Chiang wanted to help his father realise this dream of owning a shophouse. As Dr Chiang did not qualify for any bank loans, Mr Chiang agreed to take out the Mortgage in his name (to be financed by the rental proceeds).<sup>40</sup> As a gift to his father, Mr Chiang also wanted to pay the downpayment in full. Due to insufficiency of funds, he was only able to pay \$520,000.<sup>41</sup> As 11 Martaban was a gift to Dr Chiang, all of Mr Chiang’s contributions to the property were meant to benefit Dr Chiang.<sup>42</sup> I shall refer to this as the “Gift Narrative”.

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<sup>35</sup> PCS at para 122.

<sup>36</sup> Defendants’ Closing Submissions (“DCS”) at para 25.

<sup>37</sup> DCS at para 55.

<sup>38</sup> DCS at para 60.

<sup>39</sup> DCS at paras 104–105.

<sup>40</sup> DCS at paras 106 and 109.

<sup>41</sup> DCS at paras 107–108.

<sup>42</sup> DCS at paras 95 and 111.

**Whether Ms Tan’s pleadings limit her claim to the Couple being joint beneficiaries**

20 Before I set out the substantive issues, as a preliminary matter, the defendants take issue with Ms Tan’s alternative case that Dr Chiang holds 11 Martaban on trust *solely* for Mr Chiang’s benefit. This is because Ms Tan’s pleaded case has always referred to the Couple as *joint* beneficiaries of the alleged trust.<sup>43</sup> Accordingly, Ms Tan’s claim, on either a common intention constructive trust or resulting trust, should be limited to the Couple being joint beneficiaries.<sup>44</sup>

21 To be fair to Ms Tan, while the defendants argue that Ms Tan’s case on both a common intention constructive trust *and* resulting trust should be limited to the Couple being joint beneficiaries, as I set out above, Ms Tan does not claim for a common intention constructive trust whereby Dr Chiang holds 11 Martaban for Mr Chiang’s sole benefit. This much is clear from the written submissions.<sup>45</sup> Further, when addressing the preliminary objection in her reply submissions, Ms Tan does not at all allude to the possibility of a common intention constructive trust in favour of only Mr Chiang.<sup>46</sup> Accordingly, it seems that the defendants’ preliminary objection as regards the constructive trust was only made to foreclose any possibility of this court declaring the existence of a common intention constructive trust in favour of Mr Chiang only. Therefore, I shall only address the preliminary objection in relation to a resulting trust for the sole benefit of Mr Chiang, *ie*, the Second Alternative Case.

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<sup>43</sup> DCS at paras 14–15.

<sup>44</sup> DCS at para 9.

<sup>45</sup> PCS at para 1.

<sup>46</sup> See Plaintiff’s Reply Closing Submissions (“PRCS”) at paras 28–36.

***The parties' arguments***

22 The defendants' basis for the objection is that Ms Tan's pleaded case has always referred to the Couple as *joint* beneficiaries of an alleged trust.<sup>47</sup> Nowhere do the pleadings point to Mr Chiang being the sole beneficiary to the exclusion of Ms Tan.<sup>48</sup> While Ms Tan has sought to rely on her claimed relief as the basis for the position, this does not assist her as the issue is not whether Ms Tan has claimed for alternative relief, but whether she has pleaded the material facts to support the cause of action upon which the relief is claimed.<sup>49</sup>

23 In any event, even if the pleaded relief is taken into account, a plain reading of its express wording suggests that Ms Tan's real case is that the Couple are the beneficial owners of 11 Martaban. In her Statement of Claim, Ms Tan seeks "[a] declaration that the 1st Defendant is holding Martaban on behalf of the Plaintiff and/or the 2nd Defendant, *who are the beneficial owners of Martaban* [(“Prayer 1”)]" [emphasis added].<sup>50</sup>

24 Moreover, Ms Tan's claim is always premised on the factual assertion that the Couple are joint beneficiaries. Prior to the commencement of these proceedings, Ms Tan's solicitors wrote to Mr Chiang's solicitors, setting out her claim that 11 Martaban was a “joint investment” between the Couple and held on trust on behalf of the Couple by Dr Chiang (“the Letter”).<sup>51</sup>

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<sup>47</sup> DCS at para 14.

<sup>48</sup> DCS at para 15.

<sup>49</sup> DCS at para 17.

<sup>50</sup> DCS at paras 18–19; Statement of Claim at para 20(1).

<sup>51</sup> DCS at para 20.

25 In contrast, Ms Tan argues that the objection is without merit for the following reasons:

(a) First, all material facts were pleaded and placed before the court,<sup>52</sup> and the Second Alternative Case was put to the defendants at trial.<sup>53</sup>

(b) Second, in any event, the defendants were not taken by surprise and were fully aware of Ms Tan’s pleaded case at the outset. In this connection, Ms Tan points to the defendants’ Opening Statement, where they expressly state that Ms Tan is seeking a declaration that Dr Chiang holds 11 Martaban for her *and/or* Mr Chiang. The defendants also agreed in the Agreed List of Non-Issues that one of the issues to be determined in this suit is “whether a resulting trust arises, such that the [Ms Tan] *and/or* [Mr Chiang] are the beneficial owners of 11 Martaban [emphasis added]”.<sup>54</sup>

(c) Third, if Prayer 1 is defective, the court can still grant Ms Tan the alternative relief under Prayer 3 of the Statement of Claim, where Ms Tan has prayed for further and/or other reliefs as the court deems fit.<sup>55</sup>

(d) Fourth, it is a non-starter for the defendants to assert that Ms Tan is barred from running the Second Alternative Case on the basis of the

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<sup>52</sup> PRCS at paras 30–31.

<sup>53</sup> PRCS at para 33.

<sup>54</sup> PCS at para 124; AL at S/N 3.

<sup>55</sup> PRCS at para 30; Statement of Claim (“SOC”) at para 20(3).

Letter, as Ms Tan cannot possibly be bound by the Letter in any way in her claim.<sup>56</sup>

***The legal principles on pleadings***

26 It is a well-established principle that parties are bound by their pleadings, and the court is prohibited from making decisions on issues that have not been pleaded by the parties. However, if a legal outcome is to be relied upon, it is not necessary to explicitly state that outcome in the pleadings. What is crucial is that the pleadings contain, at the very least, the essential facts that support the cause of action relied on: *Ho Soo Tong and others v Ho Soo Fong and others* [2023] SGHC 90 (“*Ho Soo Tong*”) at [43]. The party can then develop the legal consequences of those facts in submissions: *Acute Result Holdings Ltd v CGS-CIMB Securities (Singapore) Pte Ltd (formerly known as CIMB Securities (Singapore) Pte Ltd)* [2022] SGHC 45 at [64]. The fundamental purpose of the law of pleadings is to prevent unforeseen surprises from arising during trial: *Ho Soo Tong* at [43].

***Analysis***

27 Having considered the Statement of Claim, I am of the view that Ms Tan is entitled to assert a resulting trust where Mr Chiang is the sole beneficiary.

28 A resulting trust may arise where A pays (wholly or in part) for the purchase of the property, which is vested either in B alone or in the joint names of A and B: *Westdeutsche Landesbank Girozentrale v Islington London Borough Council* [1996] AC 669 at 708 (cited with approval by the Court of

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<sup>56</sup> PRCS at para 34.

Appeal in *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 (“*Lau Siew Kim*”) at [34]).

29 Paragraph 14(b) of the Statement of Claim states that *Mr Chiang* took up a mortgage amounting to \$1,280,000 to fund a part of the property’s purchase price. When monies are borrowed by the mortgagor to be used on the property’s purchase, the mortgagor is treated as having contributed the amount borrowed to that property’s purchase price: *Curley v Parkes* [2004] EWCA Civ 1515 at [14] (cited with approval in *Lau Siew Kim* at [115]). Accordingly, the first factual requirement is satisfied. Next, in para 2 of the Statement of Claim, Ms Tan pleads that Dr Chiang is the legal owner of 11 Martaban. In para 13 of the Statement of Claim, Ms Tan pleads that “[t]he Couple agreed that 11 Martaban would be purchased in [Dr Chiang’s] name”. These satisfy the second factual requirement of 11 Martaban being vested in Dr Chiang.

30 Accordingly, the defendants are adequately informed of Ms Tan’s case. This was also made clear, as Ms Tan points out, from the defendants’ Opening Statement and the Agreed List of Non-Issues. The defendants are not taken by surprise by the Second Alternative Case, and accordingly, I dismiss the preliminary objection.

31 For completeness, I note that the parties have also agreed that Mr Chiang paid \$520,000 cash as part of 11 Martaban’s downpayment (see [8] above). However, I have not considered this specifically in determining whether Ms Tan’s pleadings are sufficient to ground the Second Alternative Case. This fact, although agreed, was not clearly pleaded. Instead, at para 14(a) of the Statement of Claim, Ms Tan pleads that the downpayment was approximately \$820,000. Read with para 13(b)(iii) of the Statement of Claim, in a general manner, Ms Tan primarily attributes the payment to the Couple. That said, this

aspect only goes towards the determination, if required, of the exact proportions of the beneficial interests in the property within the Second Alternative Case. It does not lend support to the defendants’ preliminary objection in any way.

32 On this score, I note that initially, the defendants contend that Ms Tan’s pleaded case does not contain a claim for *partial* beneficial ownership based on resulting trust as she had only claimed for the entire beneficial interest of 11 Martaban.<sup>57</sup> However, as pointed out by Ms Tan, ultimately, the court has the discretion to determine the exact proportion of beneficial ownership between the parties.<sup>58</sup> In *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 (“*Chan Yuen Lan*”), the husband sought a declaration that his wife held the entire beneficial interest in a property for him on resulting trust. While this was granted by the High Court, the Court of Appeal found that the husband’s beneficial interest only amounted to 84.17%. In any case, this objection appears to have been abandoned by the defendants.

### **Issues to be determined**

33 In light of the above, the main case turns on the question of whether the Alleged Arrangement exists, *ie*, that there was a common intention shared by the parties that Dr Chiang would hold 11 Martaban on trust for the Couple when the property was acquired. If the answer to the question is “yes”, then the issue of whether a resulting trust has arisen will be moot, as Dr Chiang would hold the beneficial interest of 11 Martaban in accordance with that common intention and not in the manner under a resulting trust: *Chan Yuen Lan* at [158] and [160(b)]. However, if the answer is “no”, I will then proceed to consider whether

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<sup>57</sup> Defendants’ Opening Statement at paras 14 and 27(a).

<sup>58</sup> PCS at para 125; PRCS at para 36.



a resulting trust has arisen either in favour of the Couple, *ie*, the First Alternative Case, or in favour of Mr Chiang only, *ie*, the Second Alternative Case. If a resulting trust has arisen on either alternative case, the proportions of beneficial interests must also be determined. Intertwined with all of these issues is the question of whether 11 Martaban was a gift by Mr Chiang to Dr Chiang, *ie*, the Gift Narrative. With that, I consider the main case.

### **Whether a common intention constructive trust has arisen**

#### ***The applicable legal principles***

34 A common intention constructive trust arises from an agreement or understanding of the parties as to whether the property is to be shared beneficially: *Chan Yuen Lan* at [96], citing Lord Bridge’s *dicta* in *Lloyds Bank plc v Rosset* [1991] 1 AC 107 at 132–133. The common intention between the parties may either be express or inferred, and there must be sufficient and compelling evidence of the express or inferred common intention. Such common intention may subsist either at, or subsequent to, the time in which the property was acquired: *Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 (“*Su Emmanuel*”) at [83]; *Chan Yuen Lan* at [160(b)] and [160(f)]. With that, I turn to the evidence by the parties.

#### ***Analysis***

35 At the outset, I observe that Ms Tan does not claim that there was any express agreement among the three parties as to how 11 Martaban was to be held. Indeed, Ms Tan has not been able to adduce any *direct* evidence supporting the Alleged Arrangement. There is no record in any form capturing the Alleged Arrangement. Instead, for her case, Ms Tan relies on evidence of the circumstances in which the property was purchased, as well as the parties’

conduct before, during and following 11 Martaban’s acquisition. I shall proceed to discuss the key aspects raised by the parties before drawing together the different strands of the evidence to consider whether there is “sufficient and compelling evidence” to *infer* a common intention for Dr Chiang to hold 11 Martaban in accordance with the Alleged Arrangement.

*Whether the Couple conducted their lives akin to a married couple when 11 Martaban was purchased*

36 According to Ms Tan, as early as 2002, the Couple had firm plans to settle down and get married eventually. This is supported by the fact that Ms Tan gave up her promising career and moved to Boston to live with Mr Chiang in 2002.<sup>59</sup> Further, the Couple shared finances since 2002.<sup>60</sup> Also, the Couple successfully balloted for and purchased the Pinnacle Flat in 2004/2005.<sup>61</sup> In or around 2008, the Couple attended a marriage preparation course.<sup>62</sup> Then, in early 2009, months before the purchase of 11 Martaban, Mr Chiang nominated Ms Tan as the sole beneficiary of an NTUC insurance policy valued at \$70,000.<sup>63</sup>

37 In contrast, the defendants argue that the Couple’s relationship was not serious in 2002 as the Couple had only begun dating at that time, and Ms Tan went to Boston to “give their nascent relationship a go”. In 2004, Ms Tan’s parents had doubts as to whether Mr Chiang was serious about Ms Tan, and they

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<sup>59</sup> PCS at para 13.

<sup>60</sup> PCS at para 14.

<sup>61</sup> PCS at para 16.

<sup>62</sup> PCS at para 17.

<sup>63</sup> PCS at para 18.

had to travel to the US to assess this for themselves.<sup>64</sup> Ms Tan herself averred that the Couple's relationship "had its ups and downs" and that the Couple took a break in their relationship in 2007, which suggests that the Couple's relationship was not robust.<sup>65</sup> Save that the parties acquired Pinnacle Flat as their future matrimonial home in or around 2006, they did not manage their finances together or conduct themselves in a manner akin to a married couple prior to their marriage in 2011.<sup>66</sup>

38 In my judgment, I find that on balance, the Couple were in a committed and serious relationship when 11 Martaban was purchased in and or around 2009. By the time it was acquired, the Couple had already been dating for at least seven years, including two years living together in Boston. As regards the defendants' contention that the Couple's relationship was "rocky", I need only say that every relationship has its ups and downs. In fact, even the defendants' case supports a finding that the Couple were in a committed and serious relationship when 11 Martaban was acquired. First, it is Mr Chiang's evidence that the Pinnacle Flat was intended to be the Couple's matrimonial home.<sup>67</sup> Second, it is undisputed that both Mr Chiang and Ms Tan made financial contributions towards the Pinnacle Flat.<sup>68</sup> Third, Ms Tan was the one who assisted with the search of Dr Chiang's investment property and even liaised with Dr Chiang's agent, Mr Kwang, to do so. According to the defendants, "[Ms

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<sup>64</sup> DCS at para 30.

<sup>65</sup> Defendants' Reply Closing Submissions ("DRCS") at para 8.

<sup>66</sup> DCS at paras 32–33.

<sup>67</sup> Defendants' Bundle of Affidavits of Evidence-in-Chief ("DBAEC") at 82, para 15.

<sup>68</sup> DCS at para 33.

Tan] was the first among the parties to view 11 Martaban and informed [Dr Chiang] about [it]”.<sup>69</sup>

39 However, the fact that there was a close relationship between Ms Tan and Mr Chiang at the material time does not in and of itself go very far to throw much light on the issue at hand. In this connection, I note that the defendants stress that the Couple did not manage their finances together. The defendants explain that the Couple kept their finances separate. The Two Joint Accounts (see [6] above) were opened primarily for the purpose of facilitating payment of the expenses for Ms Tan’s everyday life in Boston and in Singapore. However, Ms Tan retained as many as nine bank accounts in her sole name.<sup>70</sup> To a certain extent, I accept this point made by the defendants. From Mr Chiang’s affidavit of assets and means for the divorce proceedings, out of 19 of Mr Chiang’s bank accounts, there were only the Two Joint Accounts.<sup>71</sup> It does not appear to me that even as a married couple, the Couple managed all their financial matters jointly.

40 That said, I acknowledge that even before marriage, the Couple made certain financial decisions jointly. This would include the purchase of the Pinnacle Flat and the payments made towards it. Further, Mr Chiang also made financial provisions for Ms Tan, including contributing towards her living expenses and nominating her as the beneficiary for the NTUC insurance policy. However, 11 Martaban stood in a different category as it was not the Couple’s matrimonial home. Thus, while I bear in mind the background, it is more important to focus on the specific evidence concerning its acquisition.

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<sup>69</sup> DCS at paras 104–105.

<sup>70</sup> DCS at para 32(a).

<sup>71</sup> See Plaintiff’s Bundle of Affidavits of Evidence-in-Chief (“PBAEIC”) at 95, para 9.

*Whether 11 Martaban was purchased on behalf of the Couple*

(1) Whether the Couple had the desire to own a shophouse

41 In support of the Alleged Arrangement, Ms Tan’s evidence is that it was the Couple’s shared dream to own and live in a shophouse.<sup>72</sup> Conversely, the defendants’ evidence is that it was Dr Chiang’s dream to own a shophouse, and Mr Chiang wanted to help his father realise this dream.<sup>73</sup>

42 While Mr Chiang attempted to undercut Ms Tan’s evidence by saying that Ms Tan dreamed of living in a “black and white” colonial house (as opposed to a heritage shophouse), I am of the view that Ms Tan’s love for “black and white” colonial houses is consistent with Ms Tan’s love for historical properties. Indeed, Mr Chiang’s evidence is that the Couple jointly carried out research on such “black and white” houses but ultimately concluded that they were too expensive to be bought or rented.<sup>74</sup> As for Mr Chiang, although he denied that it was his dream to live in a shophouse, he admitted that he enjoyed staying in his uncle’s shophouse in Joo Chiat in his younger days as it was a “beautiful place”.<sup>75</sup> By the above, I find that, on balance, the Couple had, at the very least, an affinity to heritage shophouses such as 11 Martaban.

43 For completeness, I am unable to accept the defendants’ narrative that Dr Chiang was the one who dreamed of living in a shophouse. This is not supported by any evidence apart from the defendants’ bare assertion. Instead,

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<sup>72</sup> PCS at para 20.

<sup>73</sup> DCS at para 106.

<sup>74</sup> Transcript, 4 May 2023, page 87, lines 13–25.

<sup>75</sup> Transcript, 4 May 2023, page 88, lines 16–28.

Dr Chiang's evidence at trial was that he never stayed at 11 Martaban and had no intention to do so.<sup>76</sup>

- (2) Whether the Couple was able to purchase 11 Martaban in their own names

44 I move on to consider the differing accounts of why 11 Martaban was acquired in Dr Chiang's name. Ms Tan's version is that the Couple could not purchase 11 Martaban under their own names because of the HDB MOP restriction. However, 2009 was an opportune moment to purchase 11 Martaban as property prices were low, and the shophouse was a rare find.<sup>77</sup> The Couple approached their parents for assistance. Ms Tan approached her mother, but her mother refused her request. Meanwhile, Mr Chiang approached Dr Chiang to do so, and Dr Chiang agreed to help. Accordingly, the parties entered into the Alleged Arrangement.

45 The defendants contend that 11 Martaban was registered under Dr Chiang's name because it was intended to be his property all along. Dr Chiang was not a nominee. The defendants also argue that based on Ms Tan's pleaded case, the Alleged Arrangement was fundamentally necessitated by the Couple's inability to buy 11 Martaban in their own names due to the HDB MOP restriction. This indicates that when the Couple purchased 11 Martaban, they were *certain* that registering the property under their names would violate HDB rules.<sup>78</sup> Hence, the necessity to involve a third party (*ie*, Dr Chiang) for the registration of 11 Martaban. However, this assertion (that the Couple were certain of this position) stands in contrast to Ms Tan's earlier

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<sup>76</sup> Transcript, 4 May 2023, page 61, lines 7–10.

<sup>77</sup> PCS at para 33.

<sup>78</sup> SOC at para 13(a); Reply (Amendment No 1), para 11(a).

evidence in her affidavit of assets and means filed in the divorce proceedings, where she expressed only *hesitation* about purchasing 11 Martaban in the Couple’s names.<sup>79</sup>

46 In my view, the inconsistency does not undermine Ms Tan’s evidence. In effect, Ms Tan has been consistent in stating that there was concern over the Couple purchasing the property in their names. The defendants have not seriously sought to rebut this position or the limitation placed on the Couple by the HDB MOP restriction. I also note that there is some corroboration by way of the evidence of Ms Tan’s mother, Mdm Lee Yuet Yong Evelyn (“Mdm Lee”). Mdm Lee testified that Ms Tan turned to her for assistance in purchasing the property, but she turned down the request. On balance, I accept Ms Tan’s account of the problem faced by the Couple, and that this lends *some* tangential support for the Alleged Arrangement.

(3) The parties’ involvement in 11 Martaban’s acquisition

47 Next, I turn to the parties’ involvement in the property’s acquisition. According to Ms Tan, Dr Chiang was totally not involved in the search for a suitable shophouse and merely viewed 11 Martaban after it was shortlisted.<sup>80</sup> In contrast, Ms Tan involved her parents and brother in the purchase of 11 Martaban and would have no reason to if it was meant to be Dr Chiang’s property.<sup>81</sup>

48 On the evidence, it seems to me that Ms Tan’s involvement in the search for 11 Martaban is not insignificant. This is especially so in comparison to

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<sup>79</sup> 4AB at 32, para 58.

<sup>80</sup> PCS at paras 28 and 32.

<sup>81</sup> PCS at para 31.

Dr Chiang, who, in my view, had a very limited role in the process. As mentioned at [38] above, it is the defendants' own case that Ms Tan searched for suitable shophouses with Dr Chiang's agent, Mr Kwang, and was the first to view 11 Martaban before subsequently informing Dr Chiang about it. Moreover, the following evidence indicates that Ms Tan's involvement was considerable:

(a) First, after having viewed three other shophouses, Ms Tan updated Mr Chiang and sought the latter's views on them.<sup>82</sup> The defendants have not challenged Ms Tan's evidence in this regard.

(b) Second, following her viewing of 11 Martaban, the Couple viewed the property together. Although Mr Chiang denied in his Defence that Ms Tan brought him to view the property,<sup>83</sup> he admitted at trial that the Couple had, in fact, viewed the property together.<sup>84</sup>

(c) Third, according to Ms Tan, she brought her parents and brother to view 11 Martaban before its purchase to obtain their views on the property.<sup>85</sup> On this point, I prefer Ms Tan's account to the defendants' evidence. Initially, the defendants denied that such viewings had ever taken place. However, during cross-examination, Mr Chiang merely testified that he was not *aware* that Ms Tan's parents and brother were involved.<sup>86</sup> More importantly, the evidence of Mdm Lee<sup>87</sup> on this

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<sup>82</sup> PBAEIC 15 at paras 42–45.

<sup>83</sup> SOC at para 11, read with Defence at para 15.

<sup>84</sup> Transcript, 5 May 2023, page 42, lines 30–32.

<sup>85</sup> PBAEIC 18–19 at paras 56–57.

<sup>86</sup> Transcript, 5 May 2023, page 44, lines 2–6.

<sup>87</sup> PBAEIC at 241, paras 15–17.



remains unchallenged as the defendants did not confront Mdm Lee as to whether she had viewed the property before its purchase while she was on the stand. I am satisfied that, on balance, Ms Tan's family members were involved.

49 Based on the above, I also agree with Ms Tan that if 11 Martaban was intended to be Dr Chiang's property, there is no reason why Ms Tan's parents and brother would be involved. I should add that even if I am wrong on this, the first two points above are sufficient to find that Ms Tan was considerably involved in the property's acquisition.

50 The defendants seek to undercut Ms Tan's testimony by arguing that she has exaggerated the extent of her involvement in the acquisition of 11 Martaban.<sup>88</sup> First, the defendants contend that while Ms Tan claimed that she had carried out research on potential shophouses prior to the acquisition of 11 Martaban, this assertion by Ms Tan is suspect as Ms Tan had concocted a similar story about having "looked for an appropriately-sized unit to ballot for" in respect of the Couple's matrimonial home. However, during cross-examination, Ms Tan conceded that it would not have been possible for her to identify an "appropriately-sized unit" at the time of the HDB balloting exercise.<sup>89</sup> This was because the selection of a unit would occur after the ballot, at the time when the booking fee was paid.<sup>90</sup> In my view, it is a stretch to argue that Ms Tan's evidence in respect of 11 Martaban's acquisition is not credible by virtue of the unsatisfactory aspect in her evidence on the Pinnacle Flat, an unrelated and separate acquisition. In any event, the defendants' complaint is

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<sup>88</sup> DCS at paras 44–47.

<sup>89</sup> DCS at para 45.

<sup>90</sup> Transcript, 2 May 2023, page 22, lines 28–30.

with regard to a minor and specific detail, *viz*, the point in time at which Ms Tan identified an “appropriately-sized unit”. It is not unreasonable for lapses in Ms Tan’s memory about specific details in the acquisition of the matrimonial home to occur – an event that occurred more than fifteen years ago.

51 Second, the defendants also point out inconsistencies in Ms Tan’s evidence as to the financing of 11 Martaban. For instance, Ms Tan stated in her affidavit of evidence-in-chief that she discussed the possible options for mortgages from various banks with Mr Chiang and whether the interest rates should be fixed or floating.<sup>91</sup> However, during cross-examination, Ms Tan testified that she “left it to [Mr Chiang] to handle the finances”.<sup>92</sup> In my view, the defendants’ contention as to the purported contradiction in Ms Tan’s evidence above is erroneous. Ms Tan’s answer of, “I do not recall. I left it to [Mr Chiang] to handle the finances”, was in response to a question asking her why the downpayment was *not* \$420,000 (being 20% of the purchase price) but \$820,000. It does not follow from this that Ms Tan was not involved in seeking suitable mortgage plans. That said, as Ms Tan conceded, she ultimately left the financing decisions to Mr Chiang.

52 Having accepted Ms Tan’s considerable involvement, I observe that while it points away from the property being Dr Chiang’s alone, by itself, such involvement is not sufficient to find a common intention among the parties that 11 Martaban should be held for the Couple.

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<sup>91</sup> PBAEIC at para 78.

<sup>92</sup> Transcript, 2 May 2023, page 85, line 28.

(4) Financial contributions to the purchase price of 11 Martaban

53 With that, I turn to examine how 11 Martaban was financed. This is a key issue in the resulting trust analysis below. However, the manner in which the property was financed is also relevant as circumstantial evidence in deciphering the parties’ intentions at the material time as to who owned the property.

54 To begin, it bears reminding that the parties agree on *how* the acquisition was, and is being, financed (see [8] above). The disagreement lies in the reasons behind financing 11 Martaban in that particular manner, and the exact nature of the contributions. In relation to the downpayment, Ms Tan’s version of events is that the Couple had a shortfall of \$300,000. As such, the Couple approached their respective parents to assist with the shortfall. Mdm Lee refused, while Dr Chiang agreed. Dr Chiang’s contribution of \$300,000 was, therefore, a loan to the Couple to help them meet the downpayment and to give the Couple a “leg-up to kickstart their property investment portfolio”.<sup>93</sup> As for the Mortgage, the fact that the Mortgage was taken out in Mr Chiang’s sole name must mean that Mr Chiang has a beneficial interest in 11 Martaban.<sup>94</sup> Further, the Couple’s selection and management of the mortgage of 11 Martaban show that they are the true owners of 11 Martaban.<sup>95</sup>

55 On the other hand, according to the defendants, Mr Chiang’s contributions to the purchase price of the property were made in accordance with the Gift Narrative.<sup>96</sup> As for the Mortgage, the defendants explain that since

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<sup>93</sup> PCS at paras 35–36.

<sup>94</sup> PCS at para 55.

<sup>95</sup> PCS at para 58.

<sup>96</sup> DCS at para 95.

Dr Chiang did not qualify for any bank loans, the defendants agreed that the Mortgage would be taken out in Mr Chiang's name.<sup>97</sup> The Mortgage being in Mr Chiang's name does not prove that he has a beneficial interest in the property.<sup>98</sup>

56 At this juncture, I consider it appropriate to discuss the Gift Narrative before returning to discuss the downpayment and the Mortgage.

(A) THE GIFT NARRATIVE

57 The Gift Narrative, says Ms Tan, is a fabrication. First, there was no special occasion for the gift to be made.<sup>99</sup> Second, Dr Chiang was a seasoned property investor and could well afford 11 Martaban on his own. Relatedly, it is unbelievable for Dr Chiang, a wealthy man, to be gifted 11 Martaban by Mr Chiang at a time when the latter was just starting out his career and about to marry.<sup>100</sup> Third, it does not make logical sense for Dr Chiang to have to pay for a part of his gift.<sup>101</sup> Fourth, even though Mr Chiang had excess cash of over \$1,800,000 between 2015 and 2021, he made no attempts at paying down the Mortgage. He would have done so if 11 Martaban was truly a gift from him to Dr Chiang.<sup>102</sup> Fifth, the Gift Narrative is totally at odds with the fact that it was the Couple who reaped the benefits of 11 Martaban and not Dr Chiang.<sup>103</sup>

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<sup>97</sup> DCS at para 106.

<sup>98</sup> DCS at paras 52–54.

<sup>99</sup> PCS at para 41.

<sup>100</sup> PCS at paras 42 and 44.

<sup>101</sup> PCS at para 45.

<sup>102</sup> PCS at para 48.

<sup>103</sup> PCS at para 49.

58 As mentioned previously, the defendants contend that Dr Chiang dreamed of owning a shophouse and liked 11 Martaban, and Mr Chiang wanted to help his father realise this dream.<sup>104</sup> Initially, Mr Chiang estimated that the downpayment was 20% of the purchase price (*ie*, approximately \$420,000), which he could afford. However, it turned out that the downpayment was 40% of the purchase price, as the bank would only extend a loan amounting to 60% of the purchase price. Following this, Mr Chiang informed Dr Chiang that the intended gift may have to be abandoned. It is under these circumstances that Dr Chiang offered to contribute the shortfall of \$300,000 toward the downpayment of 11 Martaban.<sup>105</sup>

59 As regards Mr Chiang's decision not to pay down the Mortgage, the defendants explain that this was because the Mortgage had a relatively low interest rate. Further, the fact that Mr Chiang chose not to redeem the Mortgage early does not detract from the fact that 11 Martaban was intended as a gift to Dr Chiang since Mr Chiang continued to service the Mortgage.<sup>106</sup> Lastly, as against Ms Tan's claim that it was the Couple (and not Dr Chiang) who reaped the benefits of 11 Martaban, the defendants countered that Dr Chiang benefitted from a reduction in the outstanding loan encumbering the property. Since 11 Martaban's acquisition, Dr Chiang has had the benefit of an asset in his sole name. While Dr Chiang did not move into the property and enjoy the benefit of residence, the Couple did not do so as well. Also, it is premature to speak of any benefit of capital appreciation as 11 Martaban has not been disposed of.<sup>107</sup>

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<sup>104</sup> DCS at paras 104–106.

<sup>105</sup> DCS at paras 107–108.

<sup>106</sup> DCS at para 110.

<sup>107</sup> DRCS at para 23.

60 I have no hesitation in dismissing the Gift Narrative. First, as mentioned (at [43] above), I reject the defendants' case that Dr Chiang had a desire to own a shophouse as a bare assertion. This, therefore, diminishes the defendants' claim that Mr Chiang was motivated by a desire to help Dr Chiang realise his dream of owning a shophouse when the gift was made.

61 Second, I also agree with Ms Tan that the context at the material time made it very unlikely that Mr Chiang would make the gift, a substantial one in value, to Dr Chiang. Specifically, Mr Chiang was just starting out his career and preparing to settle down with Ms Tan. In fact, it is undisputed by the parties that Dr Chiang was a man of means. There is no good reason why Mr Chiang would make such a gift, especially at that point in time, to his father.

62 Third, while the defendants have proffered an explanation as to why Dr Chiang, the recipient of the gift, had to contribute to a part of its cost – namely, that Mr Chiang underestimated the amount of downpayment required (see [58] above), I find that, overall, Dr Chiang's evidence is unconvincing. During cross-examination, when asked whether he had, at any point, expressed reluctance to accept the gift to Mr Chiang in light of Mr Chiang's inability to afford to pay the \$300,000 downpayment, Dr Chiang testified that there was no conversation between them as to Mr Chiang's finances. Dr Chiang testified that he was "pleased to accept [11 Martaban]".<sup>108</sup> In my view, it is odd that Dr Chiang had no reservations whatsoever about receiving the gift considering Mr Chiang's financial and personal circumstances at the material time. I would expect Dr Chiang to have, at least, expressed some concerns over Mr Chiang's ability to afford the property, even if the defendants were confident that Mr Chiang could afford the Mortgage repayments. Dr Chiang did not.

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<sup>108</sup> Transcript, 4 May 2023, page 72, lines 3–8.

63 Fourth, the course of conduct within the Chiang family also reinforces the finding that the making of the gift was unlikely. As the patriarch of the family, Dr Chiang was the one planning for his children's future and assisting them financially. For example, he sold a property at Robin Road and divided the proceeds amongst his four sons and each of his daughters-in-law, including Ms Tan, and set up various trusts for the benefit of his children.<sup>109</sup> I note that this aspect of Ms Tan's testimony is not seriously disputed by the defendants.

64 I now deal with the final two points raised by Ms Tan (at [57] above). First, Ms Tan says that the fact that Mr Chiang did not pay down the Mortgage or redeem it when he had the means to do so suggests that the gift was concocted, as Mr Chiang would have done so if 11 Martaban was truly his gift to Dr Chiang. In my view, this is a neutral point. The fact of the matter is that Mr Chiang continued to be legally liable to service the Mortgage. In this connection, I accept the defendants' explanation that Mr Chiang did not choose to redeem or pay down the Mortgage early because he had wanted to take advantage of low interest rates, despite having the means to do so, as reasonable.

65 Second, as regards the reaping of benefits of 11 Martaban following its acquisition, however, I find the defendants' explanations (see [59] above) to be superficial and unconvincing. The defendants are unable to point to any real and tangible benefit derived by Dr Chiang apart from the fact that the property was registered in his name. Dr Chiang confirmed on the stand that he had never stayed in 11 Martaban and has no intention of moving into the property.<sup>110</sup> Dr Chiang also admitted that he was not in a position to dispose of the property,

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<sup>109</sup> PBAEIC at 22, para 71.

<sup>110</sup> Transcript, 4 May 2023, page 61, lines 7–10.

as it remained encumbered by the Mortgage.<sup>111</sup> Further, the rental proceeds were not pocketed by Dr Chiang.<sup>112</sup> While I appreciate the defendants' argument that the proceeds were used by Mr Chiang to service the Mortgage, and, therefore, Dr Chiang benefitted from a reduction in the outstanding loan encumbering the property (see [59] above), this, in my view, is an indirect benefit, and ultimately, a technical argument.

66 By the above, I disbelieve the Gift Narrative. That said, my rejection of the defendants' account is not fatal, as it remains for Ms Tan to establish the Alleged Arrangement.

(B) THE DOWNPAYMENT

67 In relation to the downpayment, Ms Tan's position is that Dr Chiang's contribution of \$300,000 was a loan to the Couple (see [16] above). The defendants contend otherwise.

68 I am of the view that it is not borne out by the evidence that Dr Chiang furnished a loan to the Couple. I appreciate that in the domestic context, one would expect a certain degree of informality, and there may not be any formal records of the alleged loan. However, apart from Ms Tan's bare assertion, the existence of the alleged loan is not supported by any other evidence, including circumstantial evidence.

69 Furthermore, in Ms Tan's affidavit of evidence-in-chief, she appears unclear as to the status of the \$300,000 at the time of 11 Martaban's acquisition. Ms Tan averred that "[Mr Chiang] and [her] approached [their] respective

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<sup>111</sup> Transcript, 4 May 2023, page 69, lines 23–31.

<sup>112</sup> Transcript, 4 May 2023, page 61, lines 2–6.



parents for assistance with the S\$300,000 shortfall”, but her mother was not keen. Subsequently, Mr Chiang told her that Dr Chiang would “help us cover the \$300,000 shortfall”.<sup>113</sup> Notably, the affidavit of evidence-in-chief did not expressly identify Dr Chiang’s contribution as a loan. In fact, she went on to state that “[Mr Chiang] assured me that we need not repay the S\$300,000 shortfall, as [Dr Chiang] had told him that the S\$300,000 was an early pay-out of his inheritance.”<sup>114</sup> By this latter statement, Ms Tan appears to suggest that Dr Chiang’s contribution was a pure gift to the Couple (which need not be repaid), thus contradicting her position that there was a loan to the Couple. That said, it is *not* Ms Tan’s case that there was a gift to the Couple or to Mr Chiang.

70 Mdm Lee’s evidence does not support Ms Tan’s case of an alleged loan either. Mdm Lee averred that Dr Chiang helped the Couple to “cover” some of the downpayment.<sup>115</sup> Mdm Lee did not say that Dr Chiang *loaned* them money. At trial, her evidence was not all that clear as to whether there was, in fact, a loan.<sup>116</sup> Accordingly, I do not accept that, on balance, the \$300,000 from Dr Chiang was a loan to the Couple that is to be taken as the Couple’s joint contribution towards the property’s purchase price.

71 As for Mr Chiang’s contribution of \$520,000, as I reject the Gift Narrative, I do not consider the contribution to be a gift to Dr Chiang. I also reject Ms Tan’s contention that it was made on behalf of the Couple. I will explain why (at [77] and [106]–[107]) below.

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<sup>113</sup> PBAEIC at 20, paras 64–66.

<sup>114</sup> PBAEIC at 23, para 72.

<sup>115</sup> PBAEIC at 242, para 20.

<sup>116</sup> Transcript, 3 May 2023, page 81, lines 3–10; 18–31.

(C) THE MORTGAGE

72 For now, I turn to the Mortgage. It is common ground that the Mortgage was taken out in Mr Chiang’s sole name. As elaborated above (at [54]), Ms Tan says this must mean that Mr Chiang has a beneficial interest in 11 Martaban. Ms Tan points to the fact that the guidelines of the mortgagee bank (*ie*, Citibank) stipulate that the borrower of a mortgage must be the mortgagor of the property (“the Borrower-Mortgagor Requirement”). In order to mortgage a property, the mortgagor must have a beneficial interest in the property. Therefore, it follows that Mr Chiang has a beneficial interest in 11 Martaban since he is the mortgagor.<sup>117</sup> Further, Dr Chiang did not grant any security interests over 11 Martaban to Citibank as he was not required to execute the Mortgage.<sup>118</sup> Dr Chiang had merely signed an acknowledgement and confirmation slip as the registered proprietor of 11 Martaban.<sup>119</sup>

73 The defendants, on the other hand, assert that the Borrower-Mortgagor Requirement only applies to loans for purchases of a residential property in which the option to purchase was granted on or after 29 June 2013. Accordingly, the fact that the Mortgage was taken out in Mr Chiang’s name does not point towards him having beneficial interests in 11 Martaban.<sup>120</sup>

74 I accept the defendants’ position. The Borrower-Mortgagor Requirement was not applicable at the time the Mortgage was entered into. The requirement for residential properties is imposed by way of Monetary Authority of Singapore Notice 632, issued pursuant to s 55 of the Banking Act (Cap 19,

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<sup>117</sup> PCS at para 55

<sup>118</sup> PCS at para 56.

<sup>119</sup> PCS at para 57.

<sup>120</sup> DCS at paras 52–54.

2008 Rev Ed), and only came about on 29 June 2013, after 11 Martaban was purchased.

75 Ms Tan also adds that the Couple's selection and management of the mortgage of 11 Martaban show that they are the true owners of 11 Martaban (see [54] above). The defendants explain that while any shortfall to the Mortgage repayments would be borne by Mr Chiang, the defendants considered these as gifts to Dr Chiang, as well as Mr Chiang's contribution towards Dr Chiang's maintenance. The defendants also explain that Mr Chiang's contributions to the property's expenses would be considered as Mr Chiang's maintenance of Dr Chiang.<sup>121</sup> I shall refer to the above explanations as "the Maintenance Explanation". I am unable to accept the Maintenance Explanation as this assertion is not contained in either of the defendants' affidavits of evidence-in-chief despite it being particularised in their Defence.

76 In any event, even if I were to accept the Maintenance Explanation as true, on the whole, Dr Chiang had no significant involvement as regards the Mortgage. It is clear that the Mortgage was taken up in Mr Chiang's sole name and not financed by Dr Chiang. In so far as Mr Chiang's explanation is that 11 Martaban was a gift to Dr Chiang (and, therefore, his taking up of the Mortgage was done pursuant to his desire to gift the property), I have found the Gift Narrative to be unbelievable.

(5) Conclusion

77 To sum up, I do not accept that 11 Martaban was a gift to Dr Chiang, or that the financial contributions made by Mr Chiang were meant to be gifts. That

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<sup>121</sup> DCS at para 109.

being so, the next, and indeed, the more significant question to be asked is whether the financial contributions support a clear common intention that the parties intended Dr Chiang to hold 11 Martaban on the Couple's behalf (*ie*, the Alleged Arrangement). In my judgment, they do not. I accept that Ms Tan had some involvement in procuring a suitable mortgage loan but could not take up the Mortgage in her name. However, by Ms Tan's own admission, of the two, Mr Chiang was the sole contributor not only to the downpayment but also to the repayment of the Mortgage subsequently.<sup>122</sup> Ms Tan made no financial contribution whatsoever. As I shall discuss further later at [107], Ms Tan has also not pointed to any concrete evidence showing that Mr Chiang had made the financial contributions on *the Couple's* behalf. I am of the view that, notwithstanding my disbelief of the Gift Narrative, in so far as the financial contributions to the purchase price of the property are concerned, I am unable to clearly infer from the surrounding circumstances a common intention to hold the property on trust for the Couple.

*Post-acquisition conduct of the parties*

78 With that, I turn to the conduct of the parties after 11 Martaban's acquisition.

(1) The Will Back Mechanism

79 According to Ms Tan, in 2014, the Couple decided to implement what Ms Tan calls the "Will Back Mechanism". In other words, 11 Martaban would be willed back to the Couple in Dr Chiang's will as a mechanism to avoid stamp duties payable upon a transfer of the property back to the Couple.<sup>123</sup> This

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<sup>122</sup> AL at S/N 24.

<sup>123</sup> PCS at para 8.

provides support for Ms Tan’s position that the Couple had all along been the beneficial owners of 11 Martaban.<sup>124</sup>

80 To elaborate, since Dr Chiang was holding 11 Martaban on behalf of the Couple, the initial understanding was for Dr Chiang to transfer the property back to the Couple upon the expiry of the MOP in December 2014.<sup>125</sup> The plan was, however, derailed by the Government’s introduction of Additional Buyer Stamp Duties (“ABSD”) for residential properties in 2011.<sup>126</sup> In 2014, the Couple decided to implement the Will Back Mechanism so as to legitimately avoid stamp duties (*ie*, Buyer’s Stamp Duty and ABSD) amounting to about \$294,600 to \$394,600 (depending on 11 Martaban’s valuation).<sup>127</sup> The Couple also considered, as an alternative to the Will Back Mechanism, transferring 11 Martaban into a trust. However, settling the property into a trust would still have attracted stamp duties.<sup>128</sup> To support the existence of the Will Back Mechanism, Ms Tan points to two main pieces of evidence, namely, Dr Chiang’s will dated 23 April 2014 (“the 2014 Will”),<sup>129</sup> and an email from Dr Chiang dated 2 April 2019 (“the 2 April 2019 Email”).<sup>130</sup>

81 The defendants reject the Will Back Mechanism as “yet another afterthought contrived by [Ms Tan] to meet the defences raised and documents produced by [the defendants] in these proceedings”.<sup>131</sup> First, the Will Back

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<sup>124</sup> PRCS at para 17.

<sup>125</sup> PCS at para 63.

<sup>126</sup> PCS at para 64.

<sup>127</sup> PCS at para 65.

<sup>128</sup> PCS at para 69.

<sup>129</sup> PCS at para 8.

<sup>130</sup> PCS at para 9.

<sup>131</sup> DRCS at para 24.

Mechanism is nowhere to be found in the Statement of Claim.<sup>132</sup> Second, Dr Chiang denies that the writing of his will was intended to effect the Will Back Mechanism.<sup>133</sup> Third, the Will Back Mechanism is problematic on its face as Dr Chiang only willed the property to Mr Chiang. It is only if Mr Chiang had predeceased Dr Chiang that Ms Tan *and the Couple's children* would receive 11 Martaban in equal shares.<sup>134</sup>

82 In my judgment, I do not accept the existence of the Will Back Mechanism. Despite it being a material fact, the Will Back Mechanism is nowhere to be found in the Statement of Claim. Further, the objective evidence does not support the existence of the Will Back Mechanism. By clause 5 of the 2014 Will, 11 Martaban was willed to Mr Chiang *only*. Ms Tan was entitled to the property only in the event that Mr Chiang predeceased Dr Chiang, and, even then, the property was to be shared equally by Ms Tan with the Couple's children.<sup>135</sup> If the beneficial entitlement to 11 Martaban rested with the Couple at the outset, as per the Alleged Arrangement, it should have been willed to the Couple. Clause 5 should not contain a gift-over clause. In fact, I consider the 2014 Will to be probative of the absence of the Alleged Arrangement. The 2014 Will was drawn up before the relationship between the Couple had soured, and there was no reason for Dr Chiang to exclude Ms Tan from her rightful share of 11 Martaban (by only bequeathing the property to her as a gift-over in the event of Mr Chiang's death) if she was indeed its beneficial owner with Mr Chiang.

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<sup>132</sup> DRCS at para 25.

<sup>133</sup> DRCS at para 26.

<sup>134</sup> DRCS at para 27.

<sup>135</sup> See 1AB at 20–21.

83 At trial, Ms Tan explained that she knew in 2014 that she was only entitled to 11 Martaban should Mr Chiang predecease her.<sup>136</sup> Despite this, Ms Tan was satisfied with this arrangement as there was trust between the parties.<sup>137</sup> I accept that given the family context, it was reasonable for Ms Tan *not* to be insistent on protecting her interests by formalising the arrangement. However, I would expect Ms Tan to have at least enquired why she would not be entitled to the property immediately after Dr Chiang’s death if 11 Martaban was supposed to be the Couple’s joint investment and Dr Chiang was merely holding it on their behalf. Ms Tan did not do so.

84 Next, I turn to the 2 April 2019 Email. The email was a response to other events in early 2019 that led Ms Tan to believe that the defendants “were not being honest”.<sup>138</sup> Further, at that time, Mr Chiang was facing a health scare, and Ms Tan was worried that Mr Chiang, the sole breadwinner in her marriage, could possibly pass away. As such, Ms Tan wanted assurance from Dr Chiang regarding the ownership of 11 Martaban.<sup>139</sup> Dr Chiang responded to Ms Tan’s concerns in an email that reads:<sup>140</sup>

Dear Sabrina

I know that both you and Arn have anxieties arising from the recent unexpected news about his health status. While we await further news from his doctors, let me put to rest any possible concern about the property above, due to my tardiness in attending to the re-writing of my Will.

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<sup>136</sup> Transcript, 2 May 2023, page 92, line 26 to page 93, line 2.

<sup>137</sup> Transcript, 2 May 2023, page 93, line 18.

<sup>138</sup> Transcript, 3 May 2023, page 17, lines 26–31.

<sup>139</sup> Transcript, 3 May 2023, page 46, lines 5–23.

<sup>140</sup> 1 AB at 466.

In the event that Arn is not around, or I, be assured that 11 Martaban will belong to you without conditions. I shall take steps to ensure this.

...

85 Ms Tan’s case is that the email evinces Dr Chiang’s intention to give her the property in the event that Mr Chiang died and Dr Chiang survived.<sup>141</sup> Dr Chiang’s evidence, however, was that he had no intention of transferring 11 Martaban to Ms Tan if Mr Chiang had passed on and Dr Chiang remained alive.<sup>142</sup> Dr Chiang would provide for Ms Tan, but not by way of giving 11 Martaban to her.<sup>143</sup> On a plain reading of the email, at the highest, Dr Chiang was only prepared to give effect to Ms Tan’s interest (upon the deaths of both the defendants). Its meaning is similar to the 2014 Will. This is not consistent with the purport of the Will Back Mechanism, *ie*, a mechanism to ensure that the property would go to the *Couple* upon Dr Chiang’s death. In fact, the contents of the email are contrary to the case of a joint ownership of the property from the outset. At the end of the day, it seems to me that the email was but a vague assurance to Ms Tan that she would be adequately provided for in the event of Mr Chiang’s death. Considering that Ms Tan was concerned that the defendants were not being upfront with her, if she truly believed that the property belonged to the Couple, it was odd that she was satisfied with such an email.

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<sup>141</sup> PCS at para 9.

<sup>142</sup> Transcript, 4 May 2023, page 25, lines 26–30.

<sup>143</sup> Transcript, 4 May 2023, page 26, lines 3–11.



(2) Conduct of 11 Martaban’s affairs

86 Ms Tan’s case is that the Couple’s conduct of the property’s affairs “clearly shows that the Couple is the beneficial owner of 11 Martaban”. The Couple had different roles to play, and Ms Tan was involved in the groundwork, such as managing the property and attending to tenancy matters.<sup>144</sup> The Couple would consult each other regarding matters of greater concern, such as those relating to tenants, renovation, and repairs.<sup>145</sup>

87 The defendants deny the extent of Ms Tan’s involvement. They claim that the property was primarily managed by Mr Chiang through his property agents.<sup>146</sup> Ms Tan only assisted when Mr Chiang was travelling or preoccupied with work.<sup>147</sup>

88 My findings are as follows. I first turn to Dr Chiang’s involvement. In my view, similar to the circumstances surrounding the acquisition of 11 Martaban, Dr Chiang’s involvement in the property following its purchase was minimal. Dr Chiang accepted at trial that Mr Chiang paid for the taxes (property/rental income) in relation to 11 Martaban, or when they were paid by Dr Chiang, Mr Chiang would reimburse him. No such reimbursement occurred for taxes incurred by Dr Chiang’s other properties.<sup>148</sup> Apart from official documents which required Dr Chiang’s signature, such as tenancy agreements, the documentary evidence tendered by the defendants<sup>149</sup> do not show any

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<sup>144</sup> PCS at para 102.

<sup>145</sup> PCS at para 103.

<sup>146</sup> DCS at para 61.

<sup>147</sup> DCS at para 62.

<sup>148</sup> Transcript, 4 May 2023, page 49, lines 27–31; page 50, line 25 to page 51, line 5.

<sup>149</sup> DBAEC at 108–509.

material involvement on the part of Dr Chiang. Even when Dr Chiang was included as the recipient of some of the emails, Mr Chiang would be the one responding. In certain invoices addressed to Dr Chiang,<sup>150</sup> it is clear that Dr Chiang was billed by virtue of the fact that he was the registered proprietor of 11 Martaban, as these invoices are accompanied by emails between Mr Chiang and other parties, such as the property agent, regarding the subject-matter of the invoices.

89 It is apparent that Mr Chiang was substantially involved with 11 Martaban and made many decisions regarding the property without the input or approval of Dr Chiang. Mr Chiang also referred to himself as the “landlord” and “homeowner” in contemporaneous communication records.<sup>151</sup> I note that there was an exchange of messages between Mr Chiang and the property agent, Ms Loh, regarding a cheque to be issued to Ms Loh by Dr Chiang for Ms Loh’s commission. In that conversation, Ms Loh told Mr Chiang that she would “have to ask [Dr Chiang] for another \$110”. This sum was expanded to rectify electrical wiring issues at the property.<sup>152</sup> Neither Ms Tan nor the defendants have alluded to this particular aspect of the documentary evidence, which appears indicative of Dr Chiang’s involvement. It may be that Dr Chiang issued the cheques in his name because he was the registered proprietor and was subsequently reimbursed by Mr Chiang. Regardless, even if I were to accept that Dr Chiang had paid the commission using his own money, this does not change my finding above that Mr Chiang was primarily involved in the management of 11 Martaban, in contrast with Dr Chiang’s limited involvement.

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<sup>150</sup> DBAEIC at 111–115.

<sup>151</sup> 1AB at 484; 518–519.

<sup>152</sup> 1AB at 576–577.

90 In any event, the defendants’ own witness, Ms Loh, confirmed that Mr Chiang was the “landlord” whom she was reporting to at the material time.<sup>153</sup> In particular, as regards a suit involving a former tenant of 11 Martaban, Ms Loh testified that she took instructions from Mr Chiang, the “landlord” and did not speak to Dr Chiang at all.<sup>154</sup> Although Ms Loh sought to explain that Dr Chiang was not involved in relation to the legal dispute with the tenant, as “[he was] old and maybe these things may disturb him”,<sup>155</sup> this only reinforces the narrative that Mr Chiang, and not Dr Chiang, was primarily involved with the management and upkeep of 11 Martaban. This explanation of Ms Loh would be helpful to the defendants if, for instance, the evidence pointed to Dr Chiang bearing primary responsibility for the property but abruptly ceased being involved in relation to the lawsuit. That, however, was not the case.

91 While there is nothing inherently suspect for a son to manage his elderly father’s property, it is common ground that the father in the present case owned multiple properties.<sup>156</sup> In this regard, the defendants have failed to provide any evidence of Mr Chiang’s management of Dr Chiang’s other properties. Nor do they even claim that Mr Chiang had done so. It is in this context that I find it strange that Mr Chiang was intimately involved in 11 Martaban even though it was, according to the defendants, Dr Chiang’s property. This can only reinforce my view (at [66] above) that the Gift Narrative should be rejected.

92 By the above, there is no doubt that Mr Chiang was intimately involved in the management of 11 Martaban following its acquisition. Indeed, Ms Tan

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<sup>153</sup> Transcript, 9 May 2023, page 47, lines 8–16.

<sup>154</sup> Transcript, 9 May 2023, page 48, lines 12–32.

<sup>155</sup> Transcript, 9 May 2023, page 48, line 11.

<sup>156</sup> Transcript, 4 May 2023, page 7, line 19 to page 8, line 23.

does not dispute this – her dispute is that she, too, was deeply involved with Mr Chiang. With this in mind, I turn to Ms Tan’s involvement. In my view, the evidence shows that Ms Tan had at least some involvement in relation to 11 Martaban, although she was not as involved as Mr Chiang. I do not accept the defendants’ contention that the property was primarily managed by Mr Chiang’s property agents and Ms Tan was only a replacement when Mr Chiang was unavailable to deal with the property. I explain.

93 First, Ms Tan has adduced the following documentary evidence evidencing her involvement in the management of 11 Martaban:

(a) A reply from Ms Tan to Mr Chiang via email on 9 February 2012. Mr Chiang asked Ms Tan about her thoughts on the tenant’s proposal to lower the rent of 11 Martaban by \$200 a month if he were to renew the lease for two years. Ms Tan responded by asking Mr Chiang to negotiate to reduce the rent by \$100 a month instead.<sup>157</sup>

(b) An email from Ms Tan to Mr Kwang, the Chiang family property agent (with Mr Chiang copied), where Ms Tan amended the terms of a tenancy agreement in April 2016. Ms Tan was also copied in other emails (along with Dr Chiang) in that particular email chain between Mr Kwang and Mr Chiang.<sup>158</sup>

(c) An email dated 5 January 2015 from a representative of Greenwich Contracts Pte Ltd to Ms Tan *only*, stating, “Hi Miss Sabrina [s]ee attached”. Ms Tan forwarded this email to Mr Chiang, stating, “Pls see attached photos babes. 1st 2 photos are before the waterproofing.

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<sup>157</sup> PBAEIC at 159–160.

<sup>158</sup> PBAEIC at 169–173.

Doesn't look like work was done before my guy went up but photo not clear.”<sup>159</sup>

The defendants have not challenged the authenticity or accuracy of these documents. I accept these documents as proof of Ms Tan’s involvement in the management of 11 Martaban following its acquisition.

94 Not only was Ms Tan’s involvement apparent from the evidence she has tendered, the following documentary evidence, adduced by the defendants, also evidences Ms Tan’s involvement. First, the chain of WhatsApp messages between Mr Chiang and Ms Loh in December 2019 reveals the following:<sup>160</sup>

Sabrina is not well and has been on overseas wellness retreat for almost 5 plus month. Number 11 has not been looked after. Is it possible for me get Mr Tay to go maintain the house pls? He will need a locksmith to remove the lock as only Sabrina has the key. I will of course pay for his time and costs. ...

...

[A]bout 5 months ago Sabrina and family friend de-weeded the house, cleaned up to a decent level Number 11.

95 From the above, clearly, it cannot be said that Ms Tan had no involvement whatsoever. In fact, the messages show that Ms Tan had the keys to 11 Martaban, and nobody else could access it while she was away. Curiously, Dr Chiang, as the supposed owner of the property, did not have any means of accessing 11 Martaban; otherwise, Mr Chiang could simply obtain a set of keys from Dr Chiang to enter the property.

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<sup>159</sup> PBAEIC at 175.

<sup>160</sup> 1AB at 571–572.

96 Second, in an email dated 20 June 2016 from Ms Loh to Mr Chiang about the installation of lights and painting works in 11 Martaban, Ms Loh stated:<sup>161</sup>

... What colour would you all prefer to paint? I prefer it white like the rest but Sabrina says that it will look too similar to the rest, and no more character. So for your advise please.

This again underscores Ms Tan's involvement. Ms Tan's involvement was also corroborated by her mother, Mdm Lee, who testified that she helped Ms Tan clean the house.<sup>162</sup> Although counsel for the defendants took issue with other aspects of Mdm Lee's testimony, this aspect of her testimony remains unchallenged.

97 By the above, I am of the view that, like her involvement before and during the acquisition, Ms Tan continued to involve herself in the management of 11 Martaban following its acquisition. This stands in contrast to Dr Chiang's limited role.

*Whether there is sufficient and compelling evidence of a common intention trust*

98 Before I draw together all the different strands of evidence, I return to what I stated at [34] above. There must be sufficient and compelling evidence before a common intention may be found as to how the beneficial interest of a property is to be held. I also pointed out that Ms Tan has relied only on circumstantial, and not direct evidence, in asserting a common intention constructive trust (at [35] above). For completeness, I note that Ms Tan claims that after the signing of the Sale and Purchase Agreement for 11 Martaban, the

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<sup>161</sup> DBAEIC at 215.

<sup>162</sup> Transcript, 3 May 2023, page 75, lines 19–23.

Couple popped a bottle of champagne and thanked Dr Chiang for making their dream come true.<sup>163</sup> She also said that she personally thanked Dr Chiang for helping Mr Chiang and her with the \$300,000 shortfall.<sup>164</sup> However, Ms Tan stopped short of saying there was any *clear* communication that the property would be held for the *Couple*.

99 In the discussion above, I have found that the Couple desired to own a shophouse, but that they were unable to purchase 11 Martaban in their own names. I have also found that compared to Dr Chiang, Ms Tan’s involvement in the property’s acquisition and subsequent affairs was considerable. However, viewed collectively, such evidence remains insufficient for me to find, on a balance of probabilities, that the Alleged Arrangement exists. In particular, the conduct of the three parties (before, during and after the acquisition) is equally consistent with the eventual outcome that I reach in this case (see [112]–[114] below).

100 Although I have rejected the Gift Narrative and found that Dr Chiang’s involvement in what was supposedly his property was minimal, these deficiencies cannot be used to fill up gaps in Ms Tan’s case of the existence of the Alleged Arrangement. I have also found that the financial contributions to the property fail to support the Alleged Arrangement (see [67]–[77] above), and that the 2014 Will and the 2 April 2019 Email point against such a finding (see [79]–[85] above). In fact, these aspects are more consistent with the eventual outcome that I reach in this case (see [112]–[114] below).

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<sup>163</sup> PBAEIC at 23–24, para 75.

<sup>164</sup> PCS at para 37.

101 For the foregoing reasons, I find that Ms Tan has not established the existence of the Alleged Arrangement. Her claim of a common intention constructive trust for the benefit of the Couple, therefore, fails.

### **Whether a resulting trust has arisen**

#### ***The applicable legal principles***

102 To reiterate, a presumption of resulting trust may arise when a person makes a voluntary contribution (wholly or in part) to the purchase price of a property which was vested in another (*Lau Siew Kim* at [34]; *Chan Yuen Lan* at [36]). As a resulting trust crystallises at the point in which the property in question was acquired, the quantification of each party’s share of the beneficial interest in the property is determined by his or her “direct” contribution to the purchase price of the property (*Lau Siew Kim* at [112]–[113]). Such “direct” contributions include the sums *borrowed* by a mortgagor to be used for the purchase and subsequent payments of the mortgage instalments (by a person other than the mortgagor) made pursuant to an agreement between the parties at the time the mortgage was taken out (*Lau Siew Kim* at [115]–[117]; *Su Emmanuel* at [87]–[89]).

103 To recapitulate, Mr Chiang and Dr Chiang paid approximately \$520,000 and \$300,000, respectively, to the downpayment of 11 Martaban. The remaining purchase price was financed by a Mortgage of \$1,280,000 taken out in Mr Chiang’s sole name (see [8] above). As I have rejected the Gift Narrative as an afterthought, there is an absence of evidence pointing to a clear intention on the part of Mr Chiang to benefit Dr Chiang. Therefore, it is appropriate to invoke the presumption of resulting trust (*Chan Yuen Lan* at [51]–[52]; *Su Emmanuel* at [79]).



***Analysis***

*Whether Dr Chiang's contribution of \$300,000 was a loan*

104 In relation to claims based on resulting trust, *ie*, the First Alternative Case and the Second Alternative Case, Ms Tan's position is that Dr Chiang's contribution of \$300,000 was a loan to the Couple (see [16] above). However, as stated above (at [68]), I do not accept that, on balance, Dr Chiang's contribution of \$300,000 to the property's downpayment was a loan to the Couple. In the absence of any other position by Ms Tan, as Ms Tan accepts, this amount would be treated as Dr Chiang's personal contribution towards the property in his name.<sup>165</sup>

*Whether Mr Chiang's financial contributions were made on behalf of the Couple*

105 As set out at [16] above, the First Alternative Case is premised on Mr Chiang's contributions being attributed to the Couple, thereby giving rise to the resulting trust in favour of the Couple.

106 However, as I have discussed at [77] above, Ms Tan did not contribute to any part of the purchase price of 11 Martaban or towards the repayments of the Mortgage. All the financial contributions were made directly by Mr Chiang. The question which sometimes arises, as to how to treat subsequent payments of mortgage instalments, is *irrelevant* here because there is no suggestion that any party other than Mr Chiang agreed to make or made any of the subsequent mortgage repayments.

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<sup>165</sup> PRCs at para 31(a).

107 Before me, there was simply no concrete evidence showing that Mr Chiang made the financial contributions on the Couple's behalf. I accepted (at [39] above) that at the material time, the Couple were in a serious relationship and made some joint financial decisions. However, they did not manage all their finances jointly. Without any more evidence that these substantial contributions were made on the Couple's behalf, the bare assertion by Ms Tan does not suffice. In fact, I note that for the Pinnacle Flat (which was meant to be the matrimonial home), Ms Tan made direct financial contributions on her own, and did not appear to rely on Mr Chiang to pay on her behalf. Accordingly, I find that Mr Chiang's financial contributions towards the property were his own. This means that the First Alternative Case is not made out.

*The defendants' respective financial contributions*

108 By the above, the respective financial contributions by Mr Chiang and Dr Chiang (as set out at [8]) would give rise to the following beneficial interests in 11 Martaban under a presumed resulting trust:

Direct financial contributions			
S/No.	Contribution	Value	Proportion (%)
Mr Chiang's contributions			
1	Downpayment	\$520,000	
2	Liability incurred for the Mortgage	\$1,280,000	
	<b>Sub-total</b>	<b>\$1,800,000</b>	<b>85.71%</b>

Dr Chiang's contributions			
3	Downpayment	\$300,000	
	<b>Sub-total</b>	<b>\$300,000</b>	<b>14.29%</b>
	<b>Total</b>	<b>\$2,100,000</b>	<b>100.00%</b>

109 Ms Tan used the same figures for computation. However, she has arrived at 85.72% and 14.28%. There is a negligible difference of 0.01%, which I surmise arises from Ms Tan *rounding up* the percentage of Mr Chiang's contribution as against Dr Chiang. I will, therefore, use the proportions of 85.71% and 14.29%.

110 A presumption of resulting trust may be rebutted by evidence to the contrary (*Lau Siew Kim* at [36]). It may also be rebutted by the presumption of advancement (*Lau Siew Kim* at [57]; *Chan Yuen Lan* at [160(e)]), which arises as a consequence of a pre-existing relationship between the parties to the acquisition, where the contributor is regarded as morally obliged to provide for the person benefiting (*Lau Siew Kim* at [58]). However, contributions from child to father, as is the case here, do not fall within a recognised category that may attract the presumption of advancement. Indeed, equity does not readily presume that children generally intend to make gifts to their parents: *Ang Hai San Henry v Ang Bee Lin Elizabeth and another* [2010] SGHC 353 at [8]. Accordingly, the presumption of advancement does not arise in favour of Dr Chiang. As I have rejected the Gift Narrative, the presumption of resulting trust, which has arisen in the present case, remains unrebutted.

## **Conclusion**

111 To sum up, I reject Ms Tan’s claim that 11 Martaban belongs to the Couple, and I also disbelieve the defendants’ claim that the property is an outright gift by Mr Chiang to Dr Chiang.

112 Based on the available evidence before me, it appears to me that this was what happened. In happier times, the Couple desired to own a shophouse, but they were unable to purchase 11 Martaban in their own names. Dr Chiang stepped in to assist by allowing the property to be registered in his name. Mr Chiang was to pay for the property, and he would be the beneficial owner of the property. In relation to Ms Tan’s interests, nothing was expressly agreed upon. She was not expected to, and did not, contribute financially. However, given that she was about to marry Mr Chiang, Ms Tan did not object to the arrangement. In fact, Ms Tan was willing to be involved in the acquisition of the property and in taking care of the property after its purchase. After all, it would be Mr Chiang’s asset. As it transpired, Mr Chiang was short of funds, and Dr Chiang contributed towards the downpayment of the property. While this gained Dr Chiang a small beneficial interest in the property, it was not meant to be an outright gift to him.

113 By all of the above, Ms Tan’s claims that the Couple is jointly entitled to the full beneficial interest of 11 Martaban under a common constructive trust or resulting trust are dismissed for insufficiency of evidence.

114 Given that Mr Chiang contributed 85.71% towards the purchase price of 11 Martaban, I make a declaration that Dr Chiang holds 85.71% of the beneficial interest in the property on behalf of Mr Chiang under a resulting trust.

For the avoidance of doubt, Dr Chiang is the beneficial owner of 14.29% of the property.

115 As I stated at [12] above, Ms Tan and Mr Chiang are engaged in ongoing divorce proceedings. Whether Mr Chiang's beneficial interest in 85.71% of 11 Martaban forms part of the pool of matrimonial assets to be divided now falls to be determined in those proceedings.

116 Parties are to file their submissions on costs within two weeks of this judgment.

Hoo Sheau Peng  
Judge of the High Court

Ho Pei Shien Melanie, Gavin Neo Jia Cheng and  
Khoo Kiah Min Jolyn (WongPartnership LLP) for the plaintiff;  
See Chern Yang and Chan Yun Wen Charmaine (Drew & Napier  
LLC) for the defendants.

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