

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

[2024] SGHC 269

Originating Application No 201 of 2024

In the matter of Section 18(2) of the Supreme Court of Judicature Act read
with Section 2 of the First Schedule of the Supreme Court of Judicature Act.

Between

Suresh s/o Purushothaman

... Claimant

And

Kusula Kumari d/o A Kesavan

... Defendant

JUDGMENT

[Civil Procedure] — [Originating processes]

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Suresh s/o Purushothaman
v
Kusula Kumari d/o A Kesavan

[2024] SGHC 269

General Division of the High Court — Originating Application No 201 of 2024

Choo Han Teck J

22 October 2024

24 October 2024

Judgment reserved

Choo Han Teck J:

1 The claimant, who is 45 years old, and the defendant, who is 59 years old, purchased a Housing Development Board (“HDB”) flat (“the Flat”) as joint tenants on 27 May 2016. They were not, and are not, married to each other. The claimant has had no stable employment since they first met in 2013, and is currently still looking for a job. The defendant works as an optical assistant in the United Kingdom (“UK”). She left Singapore in early 2018 (allegedly because the claimant attacked her physically) and resided in the UK. She no longer lives with the claimant.

2 The defendant alleged in the hearing before me that the claimant invited her to stay at his flat while she was applying for her own flat. She accepted his invitation because she was previously married but faced problems with her marriage, culminating in a divorce in 2013. However, the claimant was left

homeless when his flat was repossessed. At the time, he “was not 40 yet” and was unable to buy a flat. He thus asked the defendant to pay for the Flat together, so that they would have a place to stay, and which could be later used as an investment. The defendant had not previously asserted these facts; she did so for the first time during this hearing.

3 The claimant alleges that on 11 April 2022, the defendant’s lawyers from East Asia Law Corporation (“EALC”) informed him that the defendant had severed the ownership in the Flat into a tenancy in common. This, he says, was because she wished to sell the Flat and collect 50% of the proceeds. He told the lawyers from EALC that the defendant would have to repay a 50% share of the outstanding HDB loan, amounting to \$49,000, before he would sell the Flat.

4 The claimant purportedly discussed this issue with the defendant, and they agreed that the defendant would transfer her share of the Flat to him, and he would refund her the \$30,000 which she had contributed from her Central Provident Fund (“CPF”) account for the upfront payment, plus the interest accrued on that sum. On or around 14 October 2022, the parties thus filled out and signed an Application for Change in HDB Flat Ownership (not through a Sale) form. At the time, however, the defendant was already a bankrupt — she had been a bankrupt since 3 May 2018. The claimant accepts that the defendant did not know that she had been adjudicated a bankrupt when she signed the transfer. That was because the official notices were addressed to her and sent to the flat, and he did not open them.

5 The HDB initially approved the transfer. However, on 8 March 2023, it informed the claimant that the defendant’s lawyers did not have approval from the defendant’s Official Assignee for her to transfer her share of the Flat.

Further, the claimant says that he was told that the Official Assignee would not give such approval until the defendant complies with her duties as a bankrupt by submitting the necessary documents and information to the Official Assignee, including her Statement of Affairs, which she has still not done so.

6 On 3 April 2023, HDB informed the claimant that the defendant had withdrawn her consent to the transfer application. The claimant now protests that the defendant’s “delinquency” has left him in an “impossible situation as regards the Flat”. He cannot dispose of it as the defendant still holds a share in the flat, but neither can he leave matters as they stand indefinitely. The claimant thus applies to compel the defendant to transfer her share to him, either on the terms that they had initially agreed upon (as set out at [4] above), or on such terms that the court may think fit and just.

7 In the hearing before me, the defendant, appearing in person, alleged that she signed the agreement because the claimant sent threatening messages to her and her son, asking her to give up the property to him. She accepted the agreement but then “realised that letting him enjoy the property while [she] had paid the mortgage is not fair”.

8 The defendant seems to suggest that she signed the transfer form under duress and/or undue influence. If true, this may affect the validity of the agreement which the parties purportedly concluded. The claimant naturally denies being abusive and violent to the respondent, but this is a dispute on the facts which can only be resolved through a trial, and not on the bare assertions in the present affidavits without discovery and cross-examination.

9 The defendant also says that under the claimant’s physical and mental coercion, she took up three loans, totalling \$73,188.17, to finance the

renovations and furnishings for the Flat according to the claimant's specifications. She also appears to suggest that these loans contributed to her bankruptcy — the claimant purportedly agreed to deal with those loans but did not do so. These allegations also appear to be disputed, and must be resolved at trial. The same goes for the veracity of the defendant's allegations at [2] above.

10 I thus order, pursuant to O 15 r 7(6)(c) of the Rules of Court 2021, that this originating application be converted into an originating claim. The claimant shall file his Statement of Claim two weeks from the date of this Judgment. The defendant will have three weeks to file her Defence (and if she wishes, her Counterclaim), from the date of service of the Statement of Claim.

11 In the hearing, it appeared to me that neither party is financially able to maintain a costly litigation. I thus think that this case is best mediated to settlement. For instance, if the Flat has since risen in value, it may be in the best interests of both parties to sell the Flat and divide the proceeds among themselves after paying off their CPF and other contributions.

- Sgd -
Choo Han Teck
Judge of the High Court

Darryl Ho Jun Han (R. S. Solomon LLC) for the claimant;
The defendant in person.