

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

[2025] SGHC 119

Originating Claim No 657 of 2023

Between

Ngor Shing Rong Jake

... *Claimant*

And

Wong Mei Lee Millie

... *Defendant*

JUDGMENT

[Trusts — Resulting trusts — Lack of donative intention]

[Trusts — Resulting trusts — No prior agreement on liability for mortgage
loan]

[Trusts — Resulting trusts — Illegality of 99:1 property arrangement]

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Ngor Shing Rong Jake

v

Wong Mei Lee Millie

[2025] SGHC 119

General Division of the High Court — Originating Claim No 657 of 2023

Lee Siu Kin SJ

9–12 December 2024, 13 February 2025

30 June 2025

Judgment reserved.

Lee Siu Kin SJ:

1 At the heart of this dispute is a contest between two former romantic partners over the beneficial ownership of a three-bedroom condominium unit in Hillcrest Arcadia (the “Property”). The claimant, Mr Jake Ngor Shing Rong (“Jake”), contributed a majority of the Property’s purchase price. Despite this, the parties registered their legal ownership in the ratio of 99:1 – with the defendant, Ms Wong Mei Lee, Millie (“Millie”), holding a 99% share, and Jake only holding a 1% share. After the parties broke up, Millie insisted that she owned 99% of the Property. Jake now claims a beneficial interest of approximately 70% under a resulting trust, corresponding to his alleged financial contributions towards the Property.

2 The 99:1 ownership structure has become increasingly prevalent in Singapore’s property market and is typically used to avoid paying Additional Buyer’s Stamp Duty (“ABSD”) when the co-owners decide to purchase a

second property. This case is the first of its kind in dealing with the novel question of whether a 1% property owner in such 99:1 arrangements should be precluded by illegality from asserting a resulting trust.

Background facts

3 Jake and Millie are both Singapore citizens. They first met in mid-2018 and began a romantic relationship shortly thereafter.¹ At the material time, Jake (now aged 35) worked as a wealth manager, while Millie (now aged 38) was a financial consultant.² As I will discuss in greater detail below, they had talks about their future and plans to purchase properties early on in their relationship.

4 These plans materialised in December 2019 when they exercised an option to purchase the Property for \$1.865m.³ The purchase was eventually completed on 20 March 2020,⁴ and the Property was rented out throughout the parties' relationship.⁵ The parties serviced the monthly mortgage using only their Central Provident Fund ("CPF") monies and the rental proceeds.⁶

5 After the Property was acquired and throughout 2020, cracks started developing in their relationship. As shall be seen, the strain in the parties' relationship was largely fuelled by Millie's insecurity, which ultimately led to

¹ Affidavit of Evidence-In-Chief of Jake Ngor Shing Rong dated 17 April 2024 ("Jake's AEIC") at paras 6–7; Affidavit of Evidence-In-Chief of Wong Mei Lee, Millie dated 17 April 2024 ("Millie's AEIC") at paras 3 and 11.

² Jake's AEIC at para 6; Millie's AEIC at para 4.

³ Agreed Bundle of Documents dated 21 October 2024 ("ABOD") Vol 1, Tab 5, at pp 70–71.

⁴ Jake's AEIC at para 36.

⁵ Jake's AEIC at para 64.

⁶ Statement of Claim dated 25 September 2023 ("SOC"), Schedule 1.

the parties' separation in November that same year.⁷ Despite their break-up, Jake and Millie maintained relatively amicable communications between 2020 and 2022. During this period, they primarily spoke about administrative matters relating to the Property and their tenants.⁸

6 In 2022, Jake started suggesting the sale of the Property,⁹ and Millie even discussed the possibility of buying the Property from Jake.¹⁰ However, around December 2022 and January 2023, Millie started ignoring Jake's messages.¹¹ On 18 January 2023, following a brief exchange the day before, Millie sent a long message to Jake asserting for the first time that she owned the entirety of her 99% legal share in the Property.¹² This led to a heated exchange over text, and Jake eventually commenced the present action on 12 July 2023 seeking a beneficial interest in the Property proportionate to his financial contributions.

The parties' cases

Jake's case

7 Jake's case effectively tracks the six-step analytical framework set out in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 ("*Chan Yuen Lan*") (at [160]) which proceeds as follows:

⁷ Jake's AEIC at para 40; ABOD Vol 1, Tab 77, at pp 423–424; Transcript 11 December 2024 at p 173 line 25 to p 174 line 3.

⁸ ABOD Vol 1, Tabs 80–84, at pp 440–596.

⁹ ABOD Vol 1, Tab 83, at p 570, timestamp [28/2/22, 1:51:53 PM] and p 575, timestamp [7/5/22, 3:47:49 PM].

¹⁰ ABOD Vol 1, Tab 83, at p 596, timestamp [2/11/22, 11:14:25 AM].

¹¹ ABOD Vol 1, Tab 83, at pp 597–598.

¹² ABOD Vol 1, Tab 83, at pp 598–599.

(a) Is there sufficient evidence of the parties' respective financial contributions to the purchase price of the property? If the answer is "yes", it will be presumed that the parties hold the beneficial interest in the property in proportion to their respective contributions to the purchase price (*ie*, the presumption of resulting trust arises). If the answer is "no", it will be presumed that the parties hold the beneficial interest in the same manner as that in which the legal interest is held.

(b) Regardless of whether the answer to (a) is "yes" or "no", is there sufficient evidence of an express or an inferred common intention that the parties should hold the beneficial interest in the property in a proportion which is different from that set out in (a)? If the answer is "yes", the parties will hold the beneficial interest in accordance with that common intention instead, and not in the manner set out in (a). ...

(c) If the answer to both (a) and (b) is "no", the parties will hold the beneficial interest in the property in the same manner as the manner in which they hold the legal interest.

(d) If the answer to (a) is "yes" but the answer to (b) is "no", is there nevertheless sufficient evidence that the party who paid a larger part of the purchase price of the property ("X") intended to benefit the other party ("Y") with the entire amount which he or she paid? If the answer is "yes", then X would be considered to have made a gift to Y of that larger sum and Y will be entitled to the entire beneficial interest in the property.

(e) If the answer to (d) is "no", does the presumption of advancement nevertheless operate to rebut the presumption of resulting trust in (a)? If the answer is "yes", then: (i) there will be no resulting trust on the facts where the property is registered in Y's sole name (*ie*, Y will be entitled to the property absolutely); and (ii) the parties will hold the beneficial interest in the property jointly where the property is registered in their joint names. If the answer is "no", the parties will hold the beneficial interest in the property in proportion to their respective contributions to the purchase price.

(f) Notwithstanding the situation at the time the property was acquired, is there sufficient and compelling evidence of a subsequent express or inferred common intention that the parties should hold the beneficial interest in a proportion which is different from that in which the beneficial interest was held at the time of acquisition of the property? If the answer is "yes", the parties will hold the beneficial interest in accordance with the subsequent altered proportion. If the answer is "no", the

parties will hold the beneficial interest in one of the modes set out at (b)–(e) above, depending on which is applicable.

8 Applying this six-step framework, Jake argues:

(a) First, there is sufficient evidence of the parties’ respective financial contributions to the purchase price of the Property.¹³ According to Jake, this alone raises the presumption of resulting trust such that Millie holds the Property on trust for Jake in proportion to his financial contributions to the Property.¹⁴

(b) Second, there is insufficient evidence that the parties should hold the beneficial interest in the Property in a proportion different from their respective financial contributions, and therefore, the presumption of resulting trust is not rebutted.¹⁵ The parties did not understand the concept of beneficial ownership and simply decided to co-own the Property in layman’s terms without any discussion on their actual beneficial interests.¹⁶ Jake contends that he only intended to let Millie have 99% of the Property in two situations: (i) if he cheats on her; or (ii) if they decide to purchase another property.¹⁷ Outside of these two scenarios, it made no financial sense for Jake, as a young man starting out his career, to make an outright gift of such an expensive property which would have required him to substantially use up all of his savings and CPF monies.¹⁸

¹³ Claimant’s Closing Submissions dated 23 January 2025 (“CCS”) at paras 18–31.

¹⁴ CCS at paras 9(a) and 16.

¹⁵ CCS at para 32.

¹⁶ CCS at para 35.

¹⁷ CCS at para 37.

¹⁸ CCS at para 38.

(c) Third, for the same reasons in the preceding paragraph, there is insufficient evidence that Jake intended to benefit Millie with his financial contributions towards the Property.¹⁹

(d) Fourth, the presumption of advancement does not operate to rebut the presumption of resulting trust.²⁰

(e) Fifth, there is no evidence of a subsequent common intention that the parties should hold the beneficial interest in a proportion which is different from that in which the beneficial interest was held at the time the Property was acquired.²¹

Millie's case

9 I delve into Millie's specific arguments in the course of my analysis below. For present purposes, her overarching case is that she was extremely insecure and therefore needed assurance from Jake of his commitment to the relationship. According to her, Jake showed his sincerity by agreeing to register Millie as a 99% owner of the Property. The parties did not distinguish between legal or beneficial ownership, and they therefore treated Millie's registered 99% interest as equivalent to her actual ownership of the Property.²² Given the parties' actual intention to hold the property in a 99:1 ratio, Millie contends that there is no room to apply the evidential presumption of resulting trust.

¹⁹ CCS at para 59.

²⁰ CCS at para 67.

²¹ CCS at para 68.

²² Defendant's Closing Submissions dated 23 January 2025 ("DCS") at para 107.

10 Millie did not plead illegality as a defence to Jake’s claim, but did put in written submissions on the issue after I brought the potential illegality to the parties’ attention before the trial.

The issues

11 There are three broad issues to consider:

- (a) whether a resulting trust over Millie’s 99% ownership of the Property arises in favour of Jake;
- (b) if so, what is the share of the Property which Millie holds on resulting trust for Jake; and
- (c) even if a resulting trust arises in favour of Jake, whether the claim should nonetheless be denied on grounds of illegality.

Issue 1: Whether a resulting trust arises

The law on resulting trusts

The legal framework for analysing resulting trusts

12 In determining whether a resulting trust arises, the Court of Appeal (“CA”) recently clarified in *Khoo Phaik Ean Patricia and another v Khoo Phaik Eng Katherine and others* [2025] 1 SLR 758 (“*Patricia Khoo*”) that the six-step framework in *Chan Yuen Lan* (at [160]) should not be mechanistically applied from start to finish. Where there is no suggestion of a common intention constructive trust, the court can simply zero in on the resulting trust analysis (*Patricia Khoo* at [57]).

13 In this regard, the focus of the analysis will be on the transferor’s intention. In the context of a joint tenancy where *A* gratuitously transfers

property into the joint names of *A* and *B*, the CA in *Patricia Khoo* helpfully articulated four distinct scenarios differentiated based on *A*'s intention (at [60]). In my view, these four scenarios are broadly transferable to *all* cases of resulting trust claims and may be summarised as follows:

- (a) Scenario 1: where the evidence establishes that the (notional) transferor intended to benefit the transferee immediately. In this scenario, no resulting trust arises, and the parties will hold the property in their legally registered proportions.
- (b) Scenario 2: where the evidence establishes that the (notional) transferor did not intend to benefit the transferee *immediately*, but only intended to benefit the transferee upon the occurrence of a specified event or condition. Here, the transferee holds the property on a resulting trust from the time of transfer until the specified event occurs. Upon occurrence of the specified event, the resulting trust ceases to exist, and the parties hold the property according to their legally registered interests.
- (c) Scenario 3: where the evidence establishes that the (notional) transferor did not intend to benefit the transferee at all. Here, in response to the transferor's lack of intention to benefit the transferee, an actual resulting trust arises from the time of the transfer and continues to subsist thereafter.
- (d) Scenario 4: where there is either no or insufficient evidence of the transferor's intention. Here, given the absence of sufficient evidence, the court will turn to the twin *presumptions* of resulting trust and advancement (as may be applicable).

14 Therefore, the central question here is which of the four scenarios applies to this case. In particular: what was Jake’s intention in registering the Property in a 99:1 ratio in favour of Millie despite financially contributing more than 1% of the purchase price?

The burden of proof

15 The burden of proof may be spoken of in two distinct senses: (a) the *legal* burden of proof; and (b) the *evidential* burden of proof. First, the *legal* burden of proof describes the obligation to persuade the court that “in view of the evidence, the fact in dispute exists” (*Britestone Pte Ltd v Smith & Associates Far East, Ltd* [2007] 4 SLR(R) 855 (“*Britestone*”) at [58]). Once it is established who bears the legal burden of proof, it will remain fixed on the party who bears it throughout the course of the trial, never shifting regardless of the evidence that is led (*SCT Technologies Pte Ltd v Western Copper Co Ltd* [2016] 1 SLR 1471 (“*SCT Technologies*”) at [17]). Second, the *evidential* burden of proof refers to the need of the proving party to adduce evidence to discharge his legal burden, or the need of the opposing party to adduce evidence to prevent the proving party from discharging his legal burden (*SCT Technologies* at [18]). It can shift from one party to the other depending on the evidence which is adduced at trial by either side, and has been described as a “tactical onus to contradict, weaken or explain away the evidence that has been led” (*Britestone* at [59]).

16 As the one bringing the resulting trust claim in this case, Jake bears the *legal* burden of proving that he did not intend to benefit Millie with his financial contributions to the Property. But if the evidence of his intention is inconclusive, he may rely on the presumption of resulting trust as an *evidentiary* tool.

Clarifying the proper focus of the resulting trust analysis

17 Before turning to the substantive analysis of Jake's intention, I begin with a necessary clarification on what the true focus of the inquiry in the present case ought to be. Throughout the trial and in their written submissions, Millie's counsel has obfuscated the analysis by focusing on whether Jake intended to retain a beneficial ownership in the Property greater than his 1% registered legal interest.²³ Based on this line of inquiry, counsel argues that Jake could not possibly have intended to retain a beneficial ownership in the Property that is greater than his 1% legal interest because he was not even aware of the concept of beneficial ownership.

18 In my view, this is a specious argument. It fundamentally misconceives the true focus of a resulting trust analysis. As explained (at [13]–[14] above), the crucial question is simply whether Jake intended to benefit Millie with his financial contributions to the Property. This inquiry does not require Jake to have understood the technical distinction between legal and beneficial ownership. So long as Jake did not intend to benefit Millie with his financial contributions to the Property, a resulting trust would arise in favour of Jake based on the proportion of his financial contribution. The analysis that follows will therefore focus on this straightforward question of Jake's intention to benefit Millie, rather than the more technical question of whether Jake intended to retain a beneficial ownership in the Property that is greater than his 1% registered legal interest. The law does not expect laypersons, in going about their daily lives, to understand the concept of beneficial interests. Instead, the law applies the concept to arrive at a just outcome in real life situations.

²³ DCS at paras 11, 30, 32, 33, 35, 50(a), 177, and 180.

Jake did not intend to immediately benefit Millie

19 Having considered all of the evidence before me, I am satisfied that Jake did not intend to immediately and unconditionally benefit Millie with his financial contributions to the Property.

20 While both parties have devoted considerable attention to the events surrounding the signing of the option to purchase, I find this evidence to be inconclusive. There is no contemporaneous documentation to corroborate either party's account of what transpired that day, and the conveyancing lawyer who was present was not called as a witness. However, this evidentiary gap is not fatal. There exists a wealth of other contemporaneous evidence – spanning from the parties' discussions early in their relationship through to their conduct after breaking up – that convincingly demonstrates Jake's lack of intention to immediately benefit Millie.

21 I will examine this evidence in largely chronological sequence:

(a) First, I will analyse the parties' conversations surrounding Millie's insecurity throughout their relationship, which reveal their shared understanding that the Property was only registered nominally in Millie's name to provide her with security. Jake never intended to benefit Millie with his financial contributions, *unless* he cheated on her.

(b) Second, I consider the parties' conduct during the property selection process. It will be seen that Jake had significant involvement in this process – which again detracts from Millie's narrative that the Property was intended as a gift to her.

(c) Third, I will examine their discussions about the Property as an investment after its purchase. Jake evidently sought to make a return on

his investment in the Property – which must mean that he did not intend to benefit Millie with his financial contributions.

(d) Finally, I will address Jake’s conduct following the parties’ break up, particularly his continued mortgage payments and proposals for distributing the sale proceeds from the Property. This evidence provides a clear and consistent picture of Jake’s lack of intention to benefit Millie with his financial contributions to the Property.

The parties’ intention of placing the Property in Millie’s name in order to quell her insecurity

22 From the outset of the relationship, Millie displayed significant insecurity. This was undisputed. Her insecurity manifested at the very start of the relationship with her concerns being expressed in a Telegram conversation on 19 July 2018 about Jake’s growing wealth and its potential to attract other women.²⁴ Significantly, she said “U better sign a clause t[ha]t says if u cheat u will be a bankrupt ... Ur hse ur kids ur cash ... All mine”.²⁵ Millie’s insecurity was evidently rooted in a fear that Jake may cheat on her in the future, and she wanted to make sure that she had some form of security against him *if* he cheated on her.

23 This theme resurfaced in a conversation later that year on 3 December 2018. This time, the form of security which Millie wanted had crystallised into her desire to have their future property registered in her name. Given the parties’

²⁴ ABOD Vol 1, Tab 36, at pp 157–159.

²⁵ ABOD Vol 1, Tab 36, at p 159.

differing interpretations of this conversation, I set out the relevant exchange in full:²⁶

[03/12/18, 00:31] Millie: I don't knw y but fr ytd I feel like we may not be suitable cos I feel u have doubts abt me.

N it made me overthink n I feel I also start to have doubts abt us

...

[03/12/18, 07:42] Jake: You mean from the last day of our trip?

[03/12/18, 10:19 to 10:25] Jake: Is it cause of the talk at the ramen?

When you mentioned if I buy a place, it will be under your name?

I think at that point I felt a bit insecure. Cause if I were to use my own money but yet have it under your name, if anything were to happen between us. All these money go down the drain.

I know that this buying under your name thing is for your security. And we said that if do it under your name, any cheating on my side, all these go to you. I'm fine with that, but how do we put it down in black and white on this. I was troubled by that.

Then I thought about it at home, that maybe I'm overthinking. Cause these whole name ownership thing is only gonna happen after marriage. So that enough is security to me.

[03/12/18, 12:05 to 12:14] Millie: Morning.

Fr the last day. Cos we keep arguing abt small things n I think it makes u annoyed n then it makes me wonder am I this n tt.

Aft the talk abt the name thing. I feel completely thrown off. Cos I feel what u promised me all along to make me feel secure is not true. U can just change n say another thing.

So I feel more insecure

N i was thinking maybe we just play shares can alr. Don't do any biz cos it will get messy n make us fight.

Maybe u should think what u really want n can offer before u tell me u can this n u can tt

²⁶ ABOD Vol 1, Tab 38, at pp 180–185.

Cos now when the issue arises. I knw ure having Sec thots n I lose confidence in whatever u used to promise me.

I did try to think abt it in ur shoes

N think how u will feel to put everything in my name just to give me security n in turn maybe it takes away ur security.

But I can't.

Cos I did ask u over n over again n asked if u r sure n if this is just all talks.

N u said it isn't

So maybe

At the end of the day

Either we don't do it. Or we do it on our own. N don't share anything.

It sounds abit harsh

But I'm really too afraid

I don't think I can go thru Kasim n jj put tgr

[03/12/18, 12:33 to 12:36] Jake: Hey! How's your sleep?

Not exactly second thoughts. I am still fine with having it under your name. It's just the assurance I will need.

I suppose just got to trust that if the time comes, you will handle it well ba. Cause there won't be any black and white in it already

...

[unrelated conversation about Millie drinking and getting drunk]

...

[03/12/18, 12:58] Jake: Alright alright

So yeah, we can still do it under your name

If I cheat, take it away from me by all means

[03/12/18, 12:58 to 13:03] Millie: I think u think abt it first

Don't say till u hv thot of all the possible scenarios

What I knw is

Like me n jj

If we split

I give him back everything
This is all I knw
On how I will react
If the rs is still on good terms la
But I also will feel bad for u
So I want u to think thru
Cos it was hard getting it back fr amanda
So maybe
We can just use my money to invest. But the returns of cos a
portion will go into our spending acct
Or retirement acct
I dunno
Then ur money is for us on our daily use
N part of the earnings go to an acct for further investments
Part of it go into out acct to go holiday
But u still can run n be part of it
So we look at the money as both of ours. But use only my side
for Inv.
I don't knw if this is the best option
But I'm just throwing out ideas
So u can consider before u tell me
...
[03/12/18, 14:48] Jake: Hmm. I'm ok with paying for our
expenses
We keep it as status quo bb
Nothing change!
Hahaha

24 This conversation appears to have arisen from an earlier discussion at a ramen stall where Millie had proposed registering their first property together “under [her] name” for her own security. Jake appears to have been hesitant

about this arrangement, which in turn triggered Millie's doubts about their relationship at the start of the conversation. This contextual backdrop is evident from Jake's message recalling Millie's proposal that "if [he] buy[s] a place, it will be [placed] *under [her] name*" [emphasis added], followed by his explanation of why he initially felt uncomfortable with this idea. Millie responded to explain why she felt "thrown off" by his reluctance as she believed he had previously agreed to this arrangement and is now experiencing "second thoughts". She then explained how she tried to place herself into Jake's shoes and tried to think of how "[he would] feel to put everything *in [her] name* just to give [her] security [but] in turn maybe it takes away [his] security" [emphasis added]. Jake then tried to reassure Millie that he was not having second thoughts, and he was "still fine with having [the property] *under [her] name*" [emphasis added], and that he just had to "trust that if the time comes, [Millie] will handle it well". Millie then expressed how she also felt bad for Jake in insisting on registering the property in her name, and how she would "give ... back everything" if they split on good terms – just as she had done with her ex-boyfriend in the past.

25 This is the only logical interpretation of the conversation, and I reject Millie's strained interpretation that Jake had allegedly promised her that "the property would belong to her unconditionally and in this conversation tried to introduce a condition that ownership would be conditional upon [Jake] cheating on her".²⁷ There was absolutely no suggestion that Jake had promised to give her the Property unconditionally. Indeed, even Millie herself expressly acknowledged that she tried to place herself into Jake's shoes and tried to think how "[he would] feel to put everything *in [her] name* just to give [her] security [but] in turn maybe it takes away [his] security" [emphasis added]. Further, she

²⁷ DCS at para 134.

voluntarily assured him that she would return everything if they separated amicably – which clearly shows that she did not view the arrangement as Jake giving her unconditional ownership of the Property.

26 The clear implication of the conversation above is that the parties intended to register their future property only “under [Millie’s] name” in order to give her security in case Jake cheated. In other words, their future property would be *nominally* registered under Millie’s name, but that does not mean that Jake intended to benefit Millie with his financial contributions to the property. Indeed, when one intends to unconditionally gift a property to another, one would not speak of merely placing the property “under [the recipient’s] name”.

27 The reference to placing assets “under [Millie’s] name” continued to play out in a separate conversation that the parties had about a month later on 24 January 2019. Once again, the conversation here began with Millie expressing her fear and insecurity about Jake’s fidelity. She spoke about her friend, “Wei Ling”, who appears to have been cheated on by her ex-boyfriend. Significantly, Millie drew a parallel between her own demands and Wei Ling’s situation, noting that Wei Ling had similarly required her ex-boyfriend to promise that “all his assets will be *under her name*” [emphasis added].²⁸ By citing Wei Ling’s case as an example, Millie sought to normalise her demand for security, by suggesting that she was not “asking for too much”.²⁹ Millie then went on to say that she felt very bad asking Jake to place his assets under her name and that she kept trying to tell herself that she “should feel contented [that

²⁸ ABOD Vol 1, Tab 40, at p 206.

²⁹ ABOD Vol 1, Tab 40, at p 207.

Jake] even suggest[ed]” and was “so readily willing” to place his assets under her name “just to make [her] feel safe”.³⁰

28 The evidence from this early period of the relationship establishes a clear understanding between the parties. When discussing their future property purchase, they contemplated placing it *nominally* “under [Millie’s] name” to provide her with security in case Jake cheated on her. Jake *never* intended to fully benefit Millie with his financial contributions to their contemplated future property. This conditional understanding formed the backdrop against which the parties subsequently purchased the Property in December 2019.

29 Millie then argues that placing the Property only in her name would not have been enough to quell her insecurity; instead, she needed to fully own the Property in order to feel secure.³¹ When this was put to Jake during cross-examination, he very ably explained why nominally placing the Property under Millie’s name would still give her assurance and quell her insecurity:³²

A. If -- take for instance, if I put money in somebody’s bank account and it doesn’t belong to this person, is it difficult for me to retrieve this money back? It is. I have to go through many processes and procedures just to retrieve the money back. And

³⁰ ABOD Vol 1, Tab 40, at p 207.

³¹ DCS at paras 82–84.

³² Transcript 10 December 2024 at p 20 line 18 to p 21 line 1 and p 46 lines 10–24.

is it necessary? It is -- it's not. And so this 99 per cent under her name gives her the assurance of that. Right?

If I ever cheat on her, then the money would be vested under her name.

...

Q. So what value would Millie get out of being the 99 per cent owner on paper but holding 70 per cent on trust for you?

A. Assurance and security.

Q. And can you explain again, how would this give her assurance and security?

A. If I -- in simple logics, if a contractor wants to actually start a project, I put a deposit with this person, but the contractor does not execute this contract, is this deposit of money his? It's not. The deposit is there to give the contractor assurance that the -- I will actually pay for any work that he is going to execute. If that makes sense.

And in that particular example, it gives the contractor assurance and security.

30 In my view, Jake very ably explained why placing 99% of the Property nominally under Millie's name would provide her with assurance and security, *even though* she does not actually own 99% of the Property.

31 In an attempt to rebut Jake's contractor analogy, Millie's counsel argues that if Jake's security deposit analogy is to be accepted, then his claim would lie in a "breach of contract and not in trust law".³³ This rebuttal fundamentally misses the point. Jake's analogy was not intended to establish the legal basis of his claim. Rather, he was simply illustrating the flaw in Millie's suggestion that she needed to fully own the Property in order to feel secure. As Jake pointed out, nominally registering the Property in Millie's name would provide her with meaningful protection in the form of practical hurdles he would encounter in

³³ Defendant's Reply Submissions dated 13 February 2025 ("DRS") at para 16.

trying to recover the Property that is legally registered in her name. This would serve as a deterrent against any infidelity which Jake may contemplate in the future.

32 Indeed, the deterrent purpose of nominally registering the Property under Millie’s name was *explicitly* and *repeatedly* acknowledged by Millie herself in a revealing quarrel which the parties had on 20 July 2020 – sometime after the Property was purchased and registered in a 99:1 ratio in her favour. In the following paragraphs, I sketch out this conversation in some detail as it is revealing of what Jake intended by financially contributing a majority of the Property’s purchase price despite only holding a 1% registered share.

33 The quarrel began with Millie asking Jake if he would keep his promise of putting all his money with her after they get married.³⁴ She added that she would “sign a contract” to confirm that she would not take half of Jake’s assets if they split up unless he cheats on her.³⁵ When Jake responded by asking her “I still haven’t given you enough ah”, Millie acknowledged that he had given her enough and that was why she “fe[lt] assured so far”.³⁶ However, she went on to express concern about his increasing attractiveness and how he may be tempted to stray if a “nice sweet girl comes along”.³⁷ Most significantly, she revealed the true purpose of registering 99% of the Property in her name:³⁸

³⁴ ABOD Vol 1, Tab 69, at p 344.

³⁵ ABOD Vol 1, Tab 69, at p 344.

³⁶ ABOD Vol 1, Tab 69, at p 345.

³⁷ ABOD Vol 1, Tab 69, at p 346.

³⁸ ABOD Vol 1, Tab 69, at p 347.

I wanna kn[o]w t[ha]t when the time comes t[ha]t u r truely [sic] considering to stray. U will think 3-4 times. Cos of what u've given me.

34 Jake responded by transferring Millie \$40,000, leaving himself with \$14,000, before telling her that he did not wish to talk about this anymore. In response, Millie expressed annoyance and claimed that Jake misunderstood her. She emphasised that *she wanted his heart and not his money*; she wanted something that would “h[o]ld [him] back enough to reconsider [and] try many times [until] cannot”.³⁹ Jake then replied with:⁴⁰

You want assurance. I already put 99% of the house under your name
You want more money for your investment
Even though I was uncomfortable
I still did
Everything you ask for, I still try to deliver

Millie’s defensive response again disclosed the true purpose of nominally registering 99% of the Property under her name:⁴¹

I don’t want anything from u anymore
...
I don’t want anything already!
...
If u feel so uncomfortable keeping ur promise [to place your money under my name]
N still don’t understand that *I only want assurance*

[emphasis added]

Here, Millie made it unequivocally clear that she only wanted the Property and money to be placed under her name for her “assurance”, and not because she

³⁹ ABOD Vol 1, Tab 69, at p 348.

⁴⁰ ABOD Vol 1, Tab 69, at p 351.

⁴¹ ABOD Vol 1, Tab 69, at p 352.

wanted to benefit from the Property and the money being genuine gifts from Jake.

35 After further exchanges about Millie explaining to Jake that she was not in the relationship just to take his money, Jake sent a revealing message which clearly demonstrated what he intended in registering 99% of the Property in Millie’s name:⁴²

Me transferring you the money to you yesterday illustrated that I don’t care about the money. I am just sad that it has to be like that. Love = how much I am willing to sacrifice what I have. And just for the record, you wanna compared [to my ex-girlfriend], hers was 50% of the house. You know what’s the difference between yesterday and the house? The house, I did it willingly. You didn’t have to ask me to do it. *Was I afraid you will run away with the house? Who wouldn’t.* But at that time and day, I still went ahead with it and did I feel pressured into it? No.

[emphasis added]

Jake’s admission that he feared Millie might “run away with the house” is particularly telling. This fear is fundamentally incompatible with an intention to make an unconditional and immediate gift to Millie through his financial contributions to the Property. Indeed, one who truly intends to benefit another with a piece of property cannot logically fear that the intended recipient might “run away” with what would rightfully be theirs. As Jake rhetorically puts it during his cross-examination: “If it’s a gift to Millie, why would I be afraid she would run away with the house? ... If I receive a Christmas present on Christmas Day, would the giver be afraid that I will [run away with] the present?”⁴³

⁴² ABOD Vol 1, Tab 69, at pp 356–357.

⁴³ Transcript 10 December 2024 at p 55 line 24 to p 56 line 3.

36 Millie’s response to this long message is equally revealing. She did not dispute his fear about her running away with the Property. Instead, she acknowledged his fear and again confirmed the deterrent purpose of nominally registering 99% of the Property in her name:⁴⁴

I alr told u
I want s[ome]th[ing] t[ha]t will make u think 3-4 times n try ur
best before knowing u will leave me
T[ha]ts what I said

Jake replied by asking: “So I’m saying, the house not enough? You need more?”.⁴⁵ Millie again expressed her annoyance and said she did not want to continue engaging with Jake if he wants to fight. The quarrel eventually subsided after Jake expressed how he did not want to be pressured into doing things for Millie’s insecurity, and after Millie reiterated her need for assurance and security.⁴⁶

37 Although this heated exchange (from 20 to 21 July 2020) took place after the Property was purchased, it is well-established that the court may nonetheless examine the parties’ conduct after the time of purchase to shed light on Jake’s true intention at the time of purchase (*Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [106]–[110]). Here, I find the documented quarrel which the parties had from 20 to 21 July 2020 to be highly probative of Jake’s intention at the time of the Property’s purchase for several reasons:

(a) First, the conversation’s private, unguarded, and vulnerable nature makes it particularly reliable. This quarrel took place at a time

⁴⁴ ABOD Vol 1, Tab 69, at p 358.

⁴⁵ ABOD Vol 1, Tab 69, at p 359.

⁴⁶ ABOD Vol 1, Tab 69, at pp 359–370.

when they were still together, and Jake could not have been strategically positioning himself for future litigation. Indeed, the raw emotions and candid admissions suggest that these were genuine expressions of the parties’ understanding.

(b) Second, and crucially, this was not merely a self-serving declaration by Jake: Millie’s own responses and explicit concessions during the exchange corroborated his position. Indeed, despite the emotionally charged nature of their quarrel – where both parties spoke freely and honestly about their expectations and fears – neither party characterised Jake’s financial contributions to the Property as an outright and unconditional gift to Millie. Instead, they were consistently *ad idem* that Millie’s 99% legal ownership of the Property was only meant to be a security mechanism – designed to create practical hurdles that would make Jake “think 3-4 times” before considering infidelity.

38 The foregoing analysis of the parties’ conversations reveals a clear and consistent understanding that pervaded their relationship. From their initial discussions about registering their future property “under [Millie’s] name” through to their post-purchase quarrels, the evidence unequivocally establishes that the 99:1 registration ratio was conceived and implemented as a security mechanism against potential infidelity, and not as an outright gift. This finding is supported not only by Jake’s contemporaneous statements but also by Millie’s own explicit acknowledgments of the arrangement’s deterrent purpose.

39 For completeness, I address Millie’s argument which goes into the specific way in which the cheating condition would operate. In particular, Millie seeks to draw a distinction between Jake’s initial position (that Millie would “retain” the Property if he cheated) and his subsequent position (that he would

not “contest” his contributions to the Property if he cheated).⁴⁷ In my view, this is a red herring. The precise mechanism by which Jake intended for the cheating condition to operate is irrelevant to the resulting trust analysis. As I explained above (at [13]–[14]), the crucial question is simply whether Jake intended to *immediately* benefit Millie with his financial contributions, or for Millie to only benefit from his financial contributions upon the occurrence of an event (*ie*, his infidelity). As established above, the evidence clearly shows that any intended benefit would be conditional upon Jake’s infidelity, and the precise mechanism by which his beneficial interest would be transferred to her in such circumstances is completely irrelevant to the resulting trust analysis.

40 In my view, this factor alone would have been sufficient to demonstrate that Jake never intended to immediately benefit Millie with his financial contributions to the Property. Nevertheless, for completeness, I turn next to consider four additional factors which further buttress Jake’s lack of intention to benefit Millie.

Jake’s involvement in selecting the property to purchase

41 The parties’ conduct leading up to the purchase of the Property further undermines any suggestion of a gift from Jake to Millie. When the two of them were deciding on which property to purchase, they would collectively go for viewings and discuss whether they liked the property and how much to offer for it.⁴⁸ If the Property was truly a gift, one would expect Millie, as the purported recipient, to be the primary decision-maker. Instead, Millie herself had

⁴⁷ DCS at paras 62–67.

⁴⁸ ABOD Vol 1, Tabs 51–52, at pp 253–263.

expressly emphasised that it was important for Jake to like the property that they would be purchasing together.⁴⁹

The parties' discussions about the Property as an investment

42 The parties' post-purchase discussions about the Property as an investment provide further evidence against any intention by Jake to make a gift to Millie. This is particularly apparent from their conversation on 27 December 2019, shortly after exercising the option to purchase. When Jake discovered that the seller had made a substantial profit, both parties expressed disappointment at not having negotiated for a lower selling price.⁵⁰ Millie expressed feeling sore about it, and Jake attempted to comfort her by saying that "it's still [a] good [deal]"⁵¹ because they bought the Property at below the valuation price,⁵² and that "It's ok. We will also make [a profit]".⁵³ This expectation of future profit is fundamentally incompatible with an intention to make a gift on Jake's part. If Jake had truly intended to benefit Millie with his financial contributions, he would have no prospect of profit to speak of.

43 This understanding of the Property as a joint investment continued into early 2020, with the parties discussing how they should treat the Property as an investment and "milk it" for money.⁵⁴ This further cements my finding that Jake did not intend to benefit Millie with his financial contributions to the Property.

⁴⁹ ABOD Vol 1, Tab 51, at p 258.

⁵⁰ ABOD Vol 1, Tab 56, at pp 277–285.

⁵¹ ABOD Vol 1, Tab 56, at p 284.

⁵² ABOD Vol 1, Tab 56, at p 280.

⁵³ ABOD Vol 1, Tab 56, at p 285.

⁵⁴ ABOD Vol 1, Tabs 60–64, at pp 295, 305–306, and 308.

Jake's continued financial contributions to the Property after breaking up

44 After breaking up, Jake continued to service the mortgage payments – initially from his CPF, and subsequently, with cash. This behaviour is, again, incompatible with Millie's position that Jake's financial contributions were intended as unconditional gifts motivated by love or a desire to provide her with security. If that were truly his intention, his financial commitment to the Property would logically have ceased with the end of their relationship. Yet, he continued to make financial contributions to the Property – not because he intended to benefit Millie, but precisely because there was never any intention to unconditionally benefit her with his financial contributions to the Property.

The parties' discussions on how to split the Property after breaking up

45 The last piece of evidence of Jake's lack of intention to benefit Millie is the parties' discussions on how to deal with the Property after they broke up. When contemplating the potential sale of the Property, Jake consistently proposed, on at least two separate occasions, that the sale proceeds should first be used to return each party's initial contributions before the remaining profit is split equally between them.⁵⁵

46 Throughout the relationship and even after its end, Jake maintained a clear and consistent expectation of recovering his financial contributions to the Property, unless he cheated on Millie. This expectation to at least recoup his initial investment contradicts any suggestion that his financial contributions were intended as gifts to Millie.

⁵⁵ ABOD Vol 1, Tab 83, at p 570, timestamp [28/2/22, 1:51:53 PM] and p 575, timestamp [7/5/22, 3:47:49 PM].

Jake’s purported failure to declare his beneficial interest to IRAS

47 Finally, for completeness, I deal with Millie’s argument that Jake’s failure to declare to IRAS that he was a 70% beneficial owner of the Property undermines his case.⁵⁶ Jake’s explanation for why he did not declare his exact beneficial interest in the Property to IRAS, with which I agree, is that he simply did not know his specific beneficial ownership in the Property without a court declaration.⁵⁷ The prudent thing to have done is to wait for the court to definitively pronounce on his interest in the Property before making the relevant declarations (if any) to IRAS.

Conclusion on Jake’s intention

48 I therefore find that Jake had no intention to *immediately* benefit Millie with his financial contributions to the Property. Instead, he only intended to benefit Millie *if* he cheated on her. On the facts, there is no evidence or even any suggestion that Jake had cheated on Millie, and therefore, the resulting trust subsists.

49 Given that Jake had no intention to benefit Millie, it necessarily follows that there can be no common intention for Millie to own 99% of the Property, and I reject any such assertion made by Millie.

Issue 2: The share of the Property which Millie holds on resulting trust for Jake

50 Having established that Jake did not intend to immediately benefit Millie with his financial contributions to the Property, a resulting trust therefore arises

⁵⁶ DCS at paras 99–106.

⁵⁷ Claimant’s Reply Submissions dated 13 February 2025 (“CRS”) at paras 27–28.

in his favour, in proportion to his direct contributions to the purchase price of the Property. In this next section, I turn to consider the precise direct financial contributions made by each party, in order to deduce the exact share of the Property which Millie holds on resulting trust for Jake.

51 Here, the parties do not dispute the numerical value of their respective financial contributions. The only disputed issue is how to apportion the mortgage loan of \$1,398,750 between the two parties.

The law on subsequent mortgage repayments in a resulting trust claim

52 It is trite that a resulting trust crystallises at the time the property is acquired (*Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 (“*Lau Siew Kim*”) at [112]–[113]). Consequently, the extent of the parties’ beneficial interests under a resulting trust must be determined at the time the property is purchased because that is when the trust arises.

53 It follows that *subsequent* mortgage repayments should generally not be considered as “direct” contributions to the purchase of the property, because such repayments are not made towards the purchase price but instead towards securing the release of the charge which the parties created over the property purchased. However, the CA has recognised an exception to this. Where mortgage repayments are made pursuant to a prior agreement between the parties at the time of acquisition, such payments may be counted as “direct” contributions to the purchase price (*Lau Siew Kim* at [116]–[117]). As the CA in *Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 (“*Su Emmanuel*”) (at [89]) puts it, “[a]ctual mortgage payments made at a later time [*ie*, after the acquisition of the property] would therefore only count as direct contributions to the purchase price where these are referable to, and in

keeping with, a prior agreement between the parties as to who would be liable to repay the loan”.

54 This principle was illustrated in *Chan Yuen Lan*. Although the loan liability in that case formally fell on the wife, the CA found that the parties must have agreed for the husband to be responsible for the loan repayments, given that she had been a homemaker for at least 25 years and was financially dependent on him as the sole breadwinner. Consequently, the court attributed the entire loan amount of \$400,000 to the husband as his direct contribution to the acquisition of the property (*Chan Yuen Lan* at [81]–[87]).

55 The position is different where actual repayments cannot be traced to any prior agreement on who would be liable for the loan. In such cases, the actual repayments should not be taken into account in determining the parties’ beneficial interests under a resulting trust (*Su Emmanuel* at [92]). Instead, the mortgage loan should generally be apportioned according to the parties’ respective *legal* liability for the loan. Thus, where the parties take out a *joint* mortgage loan without any prior agreement on how they would divide its liability, the court will generally treat each party as having contributed *half* of the loan amount towards the purchase price (*Lau Siew Kim* at [119] and [123]).

There was no prior agreement on who would be liable for the mortgage loan

56 Jake argues that he had an agreement with Millie for the mortgage repayments to be partially serviced with monthly payments of:⁵⁸

- (a) \$1,350 from Jake’s CPF account; and
- (b) \$250 from Millie’s CPF account.

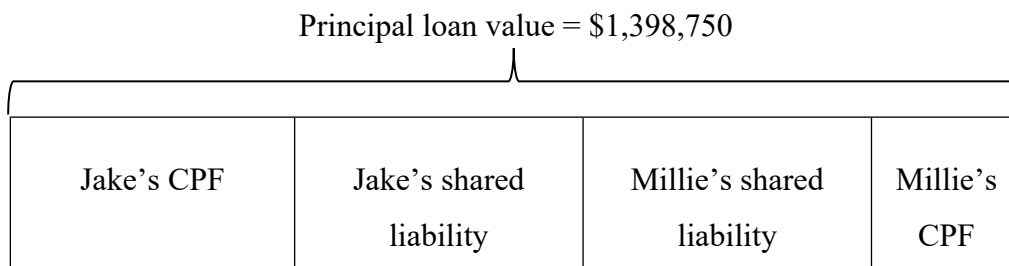
⁵⁸ CCS at paras 19(b) and 19(c).

In support of this alleged agreement, Jake relies on a document from their conveyancing lawyers – signed contemporaneously with the purchase of the Property – which specifies these exact monthly CPF contribution amounts.⁵⁹

57 Based on these figures, Jake extrapolates the total projected CPF contributions over the 25-year period of the mortgage loan and calculates their respective CPF contributions as:⁶⁰

- (a) Jake's direct contribution: \$405,000 (\$1,350 x 12 months x 25 years); and
- (b) Millie's direct contribution: \$75,000 (\$250 x 12 months x 25 years).

58 He then divides the remaining portion of the loan amount of \$918,750 (\$1,398,750 - \$405,000 - \$75,000) equally between the parties. The following diagram illustrates Jake's proposed division of the liability for the loan:



⁵⁹ ABOD Vol 1, Tab 13, at p 99.

⁶⁰ CCS at para 27.

\$405,000 ⁶¹	\$459,375 ⁶²	\$459,375 ⁶³	\$75,000 ⁶⁴
Jake's contribution: \$864,375⁶⁵ (~62%)		Millie's contribution: \$534,375⁶⁶ (~38%)	

59 In my view, Jake's proposed division suffers from a flawed assumption. He mistakenly assumes that the parties' projected CPF contributions (of \$405,000 and \$75,000 from Jake and Millie respectively) would be applied entirely towards reducing the *principal* sum of the mortgage loan. But, in reality, the monthly mortgage instalments are used to pay off two components: the principal loan and the accrued interest. The parties' CPF contributions would therefore service *both* components, and not just the principal sum.

60 All this is to say that the parties did not – in fact – agree on how to apportion the liability for the loan. Even if I accept that the parties agreed to make monthly CPF contributions of \$1,350 from Jake and \$250 from Millie, that does not amount to an agreement on how liability for the loan is apportioned because it speaks only to how part of the monthly instalments should be paid rather than to the underlying question of how responsibility for the overall loan should be apportioned between the parties. The agreed CPF contributions represent just one component of the loan servicing arrangement, and even then,

⁶¹ \$1,350 x 12 months x 25 years = \$405,000.

⁶² (\$1,398,750 - \$405,000 - \$75,000) / 2 = \$459,375.

⁶³ (\$1,398,750 - \$405,000 - \$75,000) / 2 = \$459,375.

⁶⁴ \$250 x 12 months x 25 years = \$75,000.

⁶⁵ \$405,000 + \$459,375 = \$864,375.

⁶⁶ \$75,000 + \$459,375 = \$534,375.

it is not clear how these contributions would be applied towards the interest and principal components of the loan. The matter is further complicated by the variable nature of monthly mortgage repayments. Indeed, the evidence shows that the value of the actual mortgage instalments fluctuated between 2020 and 2023,⁶⁷ making it impossible to extrapolate any clear agreement on the parties' liability for the loan from these initial CPF contribution arrangements.

61 I therefore find that there was no prior agreement on how liability for the mortgage loan would be split between the parties. In the absence of a prior agreement, I treat each party as having contributed *half* of the loan amount (*ie*, \$699,375) towards the purchase price as the mortgage loan was taken out in their *joint* names (as was done in *Lau Siew Kim* at [119] and [123]).

The proportion of the Property that Millie holds on resulting trust

62 To summarise, I set out the parties' respective direct contributions to the Property in the following table:⁶⁸

S/N	Description of direct contribution	Jake's contribution	Millie's contribution
1	Option (1% of the Purchase Price)	\$18,650.00	\$0
2	Exercise of the Option (4% of the Purchase Price)	\$74,600.00	\$0

⁶⁷ SOC, Schedule 1.

⁶⁸ SOC, Schedule 1.

3	Buyer's stamp duty	\$59,200.00	\$0
4	Payment to the seller of the Property	\$74,999.42	\$16,678.00
5	Payment to the conveyancing lawyers	\$2,500.00	\$0
6	CPF payments made towards the down payment of the Property	\$130,000.00	\$143,000.00
7	Mortgage loan	\$699,375.00	\$699,375
TOTAL		\$1,059,324.42 (55.22%)	\$859,053.00 (44.78%)

63 As Jake already holds 1% of the Property, I therefore find that Millie holds 54.22% of the Property on resulting trust for Jake.

Issue 3: Illegality of the resulting trust claim

64 Having established that Jake owns a 54.22% interest in the Property under a resulting trust, I turn to consider whether his claim is nonetheless precluded by illegality. This issue stems from the undisputed fact that one of the reasons the parties deliberately registered the Property in the ownership ratio of

99:1 was to avoid paying ABSD if and when they were to purchase a second property.⁶⁹

Preliminary point: illegality was not pleaded

65 As a preliminary point, I note that neither party raised the issue of illegality in their pleadings. However, it is trite that a court can, *on its own motion*, deny a claim on the basis of illegality where all the relevant facts are before it and no new evidence needs to be adduced (*Ting Siew May v Boon Lay Choo and another* [2014] 3 SLR 609 (“*Ting Siew May*”) at [31]; *Patel v Mirza* [2017] AC 467 at [262(ii)]; *Siraj Ansari bin Mohamed Shariff v Juliana bte Bahadin and another* [2022] SGHC 186 at [17]). Given its significance, I directed the parties via correspondence to address the issue of illegality at the start of the trial and the parties were given the opportunity to adduce evidence and submit on the issue.

The applicable law

The law on illegality in the context of resulting trusts

66 In *Lau Sheng Jan Alistair v Lau Cheok Joo Richard and another* [2023] 5 SLR 1703 (“*Alistair Lau*”), Goh Yihan JC (as he then was) conducted a thorough review of the law on illegality (at [38] to [66]) and developed a framework for dealing with allegations of illegality in the context of trusts (at [67] to [81]).

67 The *Alistair Lau* framework adapts the contractual illegality framework established in *Ochroid Trading Ltd and another v Chua Siok Lui (trading as*

⁶⁹ SOC at para 9(c).

VIE Import & Export) and another [2018] 1 SLR 363 (“*Ochroid*”) and proceeds in three stages (*Alistair Lau* at [81]):

(a) First, the court should consider whether the trust in question is illegal in itself and therefore void and unenforceable; a trust is illegal in itself when it is expressly or impliedly prohibited by statute or falls within an established category of situations that renders it void and unenforceable.

(b) Second, if the trust is not illegal in itself, the court should then consider whether the trust concerned was created for an illegal purpose or arose as an incidental consequence of an illegal purpose. If so, the proportionality analysis applies to determine a proportionate response to the illegality, and the factors to be considered include:

- (i) whether allowing the claim would undermine the purpose of the prohibiting rule;
- (ii) the nature and gravity of the illegality;
- (iii) the remoteness or centrality of the illegality to the trust;
- (iv) the object, intent and conduct of the parties; and
- (v) the consequences of denying the claim.

(c) Third, if the court decides that the trust was created for an illegal purpose and should not be enforceable, the court may consider if the party seeking to enforce the trust in question can nonetheless establish an alternative basis for enforcing a proprietary interest by the operation of trusts law, such as by a resulting trust if his claim to enforce an express trust fails because the express trust is found to be unenforceable. In considering this, the court should apply the principle of stultification to

determine if, in allowing the claim, the fundamental policy that prohibited the trust in question in the first place would be undermined.

68 Although Goh JC was dealing with an express trust in *Alistair Lau*, he nonetheless proposed that his framework should apply in all cases where a claimant seeks to enforce his rights under a trust – whether the trust was constituted through an express intent (such as in the case of an express trust) or by operation of law (such as in the case of constructive and resulting trusts, *etc*) (at [70]).

69 In cases which involve resulting trusts, the first stage (*viz.* whether the trust in question is illegal *in itself* and therefore void and unenforceable) is typically inapplicable. This is because resulting trusts are typically not in and of themselves illegal. Such beneficial interests arise by operation of law, as a mere response to the absence of an intention on the part of the transferor to benefit the recipient (*Chan Yuen Lan* at [38], citing *Air Jamaica Ltd v Joy Charlton* [1999] 1 WLR 1399 at 1412).

70 The primary query in the context of resulting trusts will usually centre on the second stage of the *Alistair Lau* framework. The question here is whether the trust “[was] created either for an illegal purpose, or arose as an incidental consequence of [an] illegal purpose” (*Alistair Lau* at [76] and [81(b)]). If so, the court will consider whether allowing the claim would be a proportionate response to the illegal purpose – having regard to the factors set out above at [67(b)].

The law on stamp duties and decoupling arrangements

71 To properly analyse the issue of illegality in this case, it is first necessary to understand how the parties intended to use the 99:1 manner of holding the

Property. This requires a preliminary understanding of two relevant stamp duties: the buyer's stamp duty ("BSD") and the ABSD.

72 The BSD is a progressive tax paid by property buyers that depends on the purchase price of the property. The prevailing BSD rates (at the time of this judgment) applicable to the purchase of residential property are summarised in the following table (Stamp Duties Act 1929 (2021 Rev Ed) ("Stamp Duties Act"), First Schedule, Art 3(a)(iv)(A)):

Purchase price or market value of the (share in the) property	BSD rates
First \$180,000	1%
Next \$180,000	2%
Next \$640,000	3%
Next \$500,000	4%
Next \$1,500,000	5%
Remaining amount	6%

73 The ABSD is an *additional* tax – levied on top of the BSD – which has to be paid by buyers of residential property that fall within a certain profile. Although Singapore citizens purchasing their first residential property are not liable to pay ABSD, they will have to pay ABSD at the rate of 20% (if they are purchasing their second residential property) and 30% (if they are purchasing their third or subsequent residential property). The current ABSD rates (at the time of this judgment) are summarised in the following table (Stamp Duties Act, First Schedule, Art 3(bi)):

Buyer profile	1st property	2nd property	3rd (and subsequent) property
Singapore Citizens	0%	20%	30%
Singapore Permanent Residents	5%	30%	35%
Foreigners	60%	60%	60%
Entities	65%	65%	65%
Trustees for residential properties	65%	65%	65%

74 The ABSD was first introduced in December 2011 to moderate demand for private residential property and to promote a stable and sustainable property market (Singapore Parl Debates; Vol 89, Sitting No 3; Page 318 [9 July 2012] (Khaw Boon Wan, Minister for National Development)). This is part of the cornerstone housing policy of “Home Ownership” which is a key tenet of Singapore’s social compact. In essence, the idea behind ABSD is to discourage people who already own residential property from purchasing more properties, so that housing in Singapore remains affordable for the general populace.

75 At the same time, it has become a common aspiration for couples in Singapore to own at least two properties – one for residence and another for rental income. While purchasing the first property under a single name allows the couple to buy a second property under the other’s name without incurring ABSD, this limits the couple to using only one person’s CPF funds for financing, and the loan financing limits will be based on the sole owner’s income alone. This has led to the emergence of what has been colloquially referred to as the 99:1 “decoupling” practice which proceeds as follows:

- (a) First purchase: The first-time home buyers will purchase their first property in a 99:1 ownership ratio. This allows the both of them, as co-owners, to use their CPF funds to finance the property and for both of their incomes to be assessed to maximise their loan eligibility.
- (b) Decoupling stage: Once the couple is ready to purchase their second property, the 1% owner will sell their 1% share to the 99% owner, incurring BSD only on the transfer of the 1% share.
- (c) Second purchase: The first property will therefore become solely owned by the former 99% owner, allowing the former 1% owner to purchase another property without incurring ABSD.

76 There is nothing inherently wrong about the decoupling arrangement – *provided* both parties genuinely intend to hold their first property in a 99:1 ratio, along with all attendant legal and beneficial rights that come with such a holding (see Vincent Ooi, “Misadventures and traps in stamp duty dodging in Singapore” (2024) 30(10) *Trusts & Trustees* 615 at 620). However, illegality may arise if the registered 99:1 ownership ratio does not reflect the parties’ intended *actual* ownership. As I will elaborate below, such an arrangement may give rise to illegality in the form of tax evasion and/or understamping. The crux of the potential illegality lies at the decoupling stage where the parties may represent to IRAS that the former 1% owner has divested himself of all interests in the first property when he, in fact, retains an undisclosed beneficial interest in the property.

77 To be clear, this decoupling strategy outlined above is not to be confused with the “99-to-1” arrangements which the Singapore government has recently clamped down on. Then Senior Minister of State for Finance described the

arrangement in the following terms (Singapore Parl Debates; Vol 95; Sitting No 101; [21 April 2023] (Mr Chee Hong Tat, Senior Minister of State for Finance)):

When a residential property is jointly purchased by two or more buyers, the Additional Buyer's Stamp Duty (ABSD) rate arising from the buyer with the highest ABSD profile will apply on the entire value of the purchase. ...

The “99-to-1” property purchase arrangements typically involve individuals without any prior property count buying residential properties in their name initially and then, within a very short period of time, selling the 1% interest to another individual who has a higher ABSD profile. ...

The [other individual] were typically spouses or other immediate family members, with a higher ABSD profile, but with the ability to secure financing for the property. By structuring the transaction in this manner, the parties involved have effectively reduced the ABSD on the purchase of the property.

78 By deliberately staggering a single transaction into multiple discrete transactions, parties in effect evade the proper amount of stamp duty that would accompany the single transaction because they would only pay ABSD on the subsequent 1% transfer (rather than on the entire purchase price). IRAS has unequivocally characterised such intentional “99-to-1” arrangements as tax avoidance arrangements and has been seeking to claw back the avoided stamp duty (Singapore Parl Debates; Vol 95; Sitting No 135; [7 May 2024] (Mr Lawrence Wong, Deputy Prime Minister and Minister for Finance)).

The parties’ cases on illegality

79 Millie’s primary case is that illegality is not an issue because no resulting trust arises. However, if the court finds a resulting trust, Millie contends that it would have “arisen incidentally as a consequence of an illegal purpose”.⁷⁰ Millie

⁷⁰ DCS at para 174.

identifies the “illegal purpose” as Jake’s avoidance of ABSD by purporting to dispose of legal title despite retaining a beneficial interest in the Property.⁷¹

80 In light of this illegal purpose, Millie argues that refusing the claim for a resulting trust would be a proportionate response because:⁷²

(a) Allowing the claim would undermine the Stamp Duties Act, which provides that ABSD is payable by persons of a certain profile with a beneficial ownership in residential property. Imposing a resulting trust in cases like the present would unfairly allow property owners to avoid paying ABSD by disposing of legal title despite holding on to beneficial interest.

(b) The illegality is serious. Jake’s intention was to perpetrate an arrangement for the specific purpose of conveying a false position to IRAS to avoid ABSD.

(c) The illegality is central to the resulting trust because it is the trust that enables the illegal purpose of avoiding ABSD (by disposing of legal title) despite Jake continuing to own a beneficial interest in the Property (via the resulting trust).

(d) The fact that the unlawful act of evading ABSD has not transpired does not detract from Jake’s original intention to illegally evade ABSD. Citing the CA in *Ting Siew May* (at [98]), “[o]nce an illegal object of the contract has been established, that object taints the *contract itself* and it is no answer to say that the illegal object has not been carried out” [emphasis in original].

⁷¹ DCS at paras 177–180.

⁷² DCS at paras 181–187.

- (e) Jake’s suggestion that he might have sought legal advice or relinquished his beneficial interest upon finding a second property is speculative and contradicts his stated intention to claim his investment if Millie fails to contribute to a second property.

81 In response, Jake stresses that the illegal conduct never took place because a second property was never purchased.⁷³ Even if the parties eventually decide to purchase a second property, Jake’s position is that he would relinquish *all* of his legal and beneficial interest in the Property such that he would not have any interest and he would not have to pay any ABSD.⁷⁴ On this basis, it would be highly speculative to anticipate that the parties would have eventually purchased a second property and would have eventually attempted to evade paying ABSD.⁷⁵ Jake also adds that the primary purpose behind registering the property in a 99:1 ratio was to provide security for Millie, and not in contemplation of avoiding ABSD.⁷⁶

The issues to be determined

82 In light of the foregoing, two broad issues arise for the purpose of determining whether the claim for a resulting trust should be allowed in this case:

- (a) whether the resulting trust arises as an incidental consequence of an illegal purpose; and

⁷³ Claimant’s Skeletal Submissions dated 8 December 2024 (“CSS”) at paras 26, 33, and 36; CRS at para 35.

⁷⁴ CSS at para 17.

⁷⁵ CSS at para 36.

⁷⁶ CSS at paras 39–40; CRS at para 36.

- (b) if so, whether it would be a proportionate response to deny the entire claim.

The resulting trust arose as an incidental consequence of an illegal purpose

83 I begin with the anterior question of whether the resulting trust arises as an incidental consequence of an illegal purpose.

Defining the potentially illegal purpose

84 Although the parties filed submissions on this issue, it was not entirely clear to me how the illegality manifests in this case. Therefore, before delving into the substantive analysis, I start by precisely defining the potentially illegal purpose. This will then set the contours of my substantive discussion on illegality.

85 According to Millie, the illegal purpose here is to avoid payment of ABSD “by purporting to dispose of legal title despite retaining a beneficial interest” in the Property.⁷⁷ As I describe in greater detail below, there is a difference between tax avoidance and tax evasion. Tax evasion requires an active intention to evade taxes. On the other hand, tax avoidance refers to an *arrangement* where its *purpose or effect* is to (see s 33A of the Stamp Duties Act; *Comptroller of Income Tax v AQQ and another appeal* [2014] 2 SLR 847 (“*AQQ*”) at [40]):

- (a) alter the incidence of tax;
- (b) relieve a liability to pay tax; or

⁷⁷ DCS at para 178.

- (c) reduce or avoid any liability imposed or that would have otherwise been imposed.

86 Importantly, when examining the “purpose or effect” of an arrangement, the court does not look at the individuals’ motives, but at objective outcomes. As the CA established in *AQQ* (at [45]–[48]), the analysis focuses on whether it may be predicated from the overt and observable acts by which an arrangement is implemented that it was implemented in that particular way so as to avoid tax.

87 With this understanding of tax avoidance in mind, I now examine the observable acts in this case to determine whether they may constitute an arrangement to avoid tax.

88 In the present case, the only relevant overt act that has taken place is the purchase and registration of the Property in a 99:1 ownership ratio. Clearly, there is nothing inherently objectionable about registering a property in a 99:1 ratio. Looking at the act of registering a property in a 99:1 ratio alone, I am unable to find that it was done in order to avoid tax. As Minister Lawrence Wong recognised in the context of addressing concerns regarding decoupling arrangements by families or couples in Singapore (Singapore Parl Debates; Vol 95; Sitting No 104; [10 May 2023] (Mr Lawrence Wong, Deputy Prime Minister and Minister for Finance)):

The Government recognises that families and individuals may enter into various property purchase and ownership

arrangements for different reasons and needs, and taking into account the tax and non-tax consequences.

Indeed, one common reason for holding properties in a 99:1 proportion is to enable property buyers to qualify for a larger housing loan. That, in itself, is not objectionable.

89 Even if we go behind the overt act and assume that Jake intended to retain a beneficial interest in the Property that exceeded 1%, the fact remains that no tax liability was actually avoided at this stage. Indeed, “[a]s a matter of policy and logic ... only an existing legal liability that has or would have accrued *but for the arrangement* can be said to have been avoided” [emphasis added] (*AQQ* at [54]). In this case, at the time the Property was purchased, the purchase of a second property by the parties was merely in contemplation. No stamp duty had arisen in respect of this hypothetical second purchase, and no stamp duty would have arisen “but for the arrangement” involving the registration of the Property in a 99:1 ownership ratio. Accordingly, no tax liability has actually arisen.

90 Thus, the true gravamen of the illegality objection is not any evasion or avoidance of tax through the initial registration of the 99:1 ownership ratio. Instead, it lies in the *contemplated* actions of the parties if and when they decide to decouple their ownership in the Property. At that stage, Jake might pay stamp duty on the transfer based on his 1% legal interest in the Property even though he retains a larger beneficial interest in the Property. In such a case, the potential illegality could manifest in at least two ways:

- (a) If Jake knows about his larger beneficial interest, his act of making a false declaration of a 1% interest in the Property may amount to tax evasion punishable under s 62 of the Stamp Duties Act.

(b) Even if Jake did not know about his beneficial interest, the payment of stamp duty only on the 1% interest in the Property could amount to understamping of the amount due under s 4 read with the First Schedule of the Stamp Duties Act.

The key question becomes whether Jake *contemplated* either form of illegality when the resulting trust arose at the time of the purchase of the Property. With this background, I now turn to consider each of these two potential illegalities in turn.

Jake did not contemplate tax evasion at the time of purchase

91 To establish an intention to evade tax, it must be shown that, at the time of purchase, Jake understood that he held a beneficial interest in the Property that was larger than his legal interest *and* decided that he would not disclose this beneficial interest if and when the parties decouple their interest in the Property. In my view, the evidence does not support such a fraudulent intention on Jake's part.

92 While I had found that Jake did not intend to immediately benefit Millie with his financial contributions to the Property (see [19]–[48] above), this absence of donative intent does not automatically translate into knowledge that he retained a beneficial interest in the Property under a resulting trust – and much less an intention to surreptitiously hide such an interest in the future. There is a significant gap between these concepts: one can lack the intent to treat his financial contributions to a property as a gift, without knowing that this absence of donative intent would give rise to a resulting trust in his favour.

Indeed, it is undisputed that Jake did not even understand or know of the concept of beneficial interests at that time.⁷⁸

93 Jake’s ignorance of his beneficial interest in the Property is crucial because tax evasion requires deliberate concealment of known interests. He could not have formed a fraudulent intention to hide his beneficial interest in the Property if he had no knowledge that he had such a beneficial interest. At its highest, the parties may have had practical intentions about their property ownership arrangement. But without comprehending the legal framework of beneficial ownership, Jake could not have formed the specific intention to evade taxes.

Jake’s contemplated understamping at the time of purchase

94 Unlike tax evasion, understamping carries strict liability. In other words, there would be illegality arising from a breach of s 4 of the Stamp Duties Act as long as the proper amount of stamp duty is not paid on an instrument.

95 Hence, an illegal purpose would exist here so long as the parties merely planned to transfer and pay stamp duty on the 1% interest at the decoupling stage. It does not matter that the parties did not even know that such an act would be unlawful.

96 On the facts, the evidence clearly shows such an illegal purpose. Both parties’ testimonies confirm that their plan to register the Property in a 99:1 ownership ratio was specifically to facilitate future decoupling with minimal tax

⁷⁸ Transcript 9 December 2024 at p 137 lines 10–17 and p 138 lines 16–24.

implications. Jake admitted in his numerous affidavits⁷⁹ and on the stand⁸⁰ that one of the main reasons for registering the Property in a 99:1 ratio was so that when they decouple their interests, they would only need to transfer and pay taxes on Jake's 1% share. In fact, he went even further to admit that this was the arrangement that they had already agreed on from the start.⁸¹ Millie similarly admitted that they discussed registering the Property in a 99:1 ratio so that Jake would only need to transfer a 1% share to Millie when they decide to buy a second property.⁸²

97 This gives rise to an illegal purpose – in so far as the parties had intended to carry out an act which would constitute a breach of s 4 of the Stamp Duties Act. As explained earlier (at [90(b)] above), such a breach would occur if Jake purports to convey his 1% legal share to Millie, while actually retaining a larger beneficial interest in the Property under a resulting trust. The parties' knowledge of this beneficial interest (or intention to conceal it) is beside the point. The fact that the actual illegal act had not taken place is also beside the point at this stage of the analysis. Indeed, the CA in *Ting Siew May* clarified that where the parties had an intention to carry out an act that would be illegal, the illegal purpose would have been crystallised even though the illegal act itself never actually takes place (*Ting Siew May* at [80]).

98 Having established that the resulting trust arose as an incidental consequence of a contemplated illegal purpose – namely, the parties' intention

⁷⁹ First Affidavit of Jake Ngor Shing Rong dated 11 July 2023 at para 15; Second Affidavit of Jake Ngor Shing Rong dated 25 August 2023 at para 16(b); Jake's AEIC at para 27(b).

⁸⁰ Transcript 9 December 2024 at p 92 line 3 to p 93 line 25.

⁸¹ Transcript 9 December 2024 at p 156 lines 7–16.

⁸² Millie's AEIC at para 93; Third Affidavit of Wong Mei Lee, Millie dated 30 May 2024 at para 9.

to carry out an act that would constitute a breach of s 4 of the Stamp Duties Act – I must now consider whether denying Jake’s resulting trust claim would be a disproportionate response to this illegality.

It would be disproportionate to deny the resulting trust claim

99 In my view, denying Jake his 54.22% beneficial interest in the Property would be a disproportionate response to the illegality. As alluded to earlier at [67(b)], the factors that the court considers in assessing whether it would be disproportionate to deny the claim include:

- (a) whether allowing the claim would undermine the purpose of the prohibiting rule;
- (b) the nature and gravity of the illegality;
- (c) the remoteness or centrality of the illegality to the trust;
- (d) the object, intent and conduct of the parties; and
- (e) the consequences of denying the claim.

The gravity of the illegality

100 In the first place, the contemplated “illegal” purpose here is understamping. It is not a criminal offence. Section 46 of the Stamp Duties Act further provides a mechanism for the Commissioner of Stamp Duties to correct unstamped or insufficiently stamped instruments.

101 More importantly, there is strict liability for understamping under s 46 of the Stamp Duties Act. In other words, although what the parties planned to do in this case may amount to understamping, there was no nefarious intention or even knowledge that this would be an unlawful act. It was not as if the parties

had set out with the intention of defrauding IRAS by deliberately misrepresenting Jake's true ownership in the Property. It is important to emphasise again that the resulting trust in this case is premised on Jake's lack of donative intention, and not on Jake's positive intention to secretly retain a beneficial interest in the Property (see [48] above). Indeed, I have found that Jake did not even know of the concept of beneficial interests until he was advised for the purposes of this suit.

102 Moreover, I found (at [22]–[38] above) that the primary objective of the parties registering the 99:1 ownership ratio was to quell Millie's insecurity. That was the true focus of the arrangement. The contemplation of purchasing a second property was, in my view, a secondary consideration. These circumstances significantly mitigate the egregiousness of the parties' conduct in this case.

The mere contemplation of unlawful understamping that was never carried out

103 On top of this, the unlawful understamping was merely *contemplated*. It was never (and will never be) executed, given that the parties have separated. This fact distinguishes the present case from two seminal decisions similarly involving parties who nominally placed legal ownership of a property into another's name in order to obtain a benefit.

104 The first decision is that of the House of Lords in *Tinsley v Milligan* [1994] 1 AC 340 ("*Tinsley v Milligan*"). That case involved a cohabiting same-sex couple who both provided money for the purchase of a house. The house was registered in the sole name of Tinsley so that her partner, Milligan, could obtain social security benefits that could only be obtained if she did not own a property. Because of this arrangement, Milligan did in fact obtain the social security benefits. However, the parties fell out and Milligan sought a declaration

that *Tinsley* held the property on a resulting trust for both parties in equal shares. The House of Lords permitted Milligan's claim because she did not have to formally "rely on the illegality" to maintain her claim. This reasoning has come to be known as the formal reliance principle which has been deprecated in both the UK (see *Patel v Mirza* [2017] AC 467 at [110]) and Singapore (see *Ting Siew May* at [125]–[128]; *Ochroid* at [163]). Putting the reasoning aside, the point here is that, unlike the present case, the illegal act of improperly obtaining social security benefits was actually carried out in *Tinsley v Milligan*, and even then, the House of Lords was moved to find in favour of Milligan's beneficial interest arising under a resulting trust.

105 The second decision is that of the High Court of Australia in *Nelson and another v Nelson and others* [1995] 132 ALR 133. That case involved a mother, Mrs Nelson, who was a widow of a veteran and so was eligible for state subsidies to buy a house if she did not own any other property. In order to ensure that she remained eligible for the state subsidies, she bought a property under the names of her children. However, given that Mrs Nelson provided the purchase monies for the property, she was the true beneficial owner of the property. Later on, Mrs Nelson purchased another house for herself and obtained the state subsidies by falsely declaring that she did not own or have an interest in any other property. By the time the first property was sold, the parties' relationship had broken down and Mrs Nelson sought a declaration that the sale proceeds from the first property were held on trust for her by her children. The court rejected the formal reliance principle from *Tinsley v Milligan*. But again, putting the reasoning aside, the majority granted Mrs Nelson's claim – on the condition that she disgorge her ill-gotten subsidies.

106 In both of these cases, the court allowed the resulting trust claim despite the *completed* illegal acts. In the present case, where the "illegality" (if any)

remained merely *contemplated* (and, indeed, never came close to completion), the case for allowing the claim becomes even stronger.

107 In response to this, Millie relies on *Ting Siew May* to argue that once an illegal object has been established, it is “no answer to say that the illegal object has not been carried out”.⁸³ That case involved contractual illegality where the buyers of a property deliberately backdated a 13 October 2012 option to purchase (“OTP”) to 4 October 2012, in order to evade loan restrictions introduced by the Monetary Authority of Singapore in a notice on 5 October 2012 (the “MAS Notice”). Subsequently, the seller of the property withdrew her offer in the OTP, stating that she did not want to be a party to any illegality. The buyers then proposed to exercise the OTP on the basis of its actual date and in compliance with the MAS Notice. However, the parties could not come to an agreement. The buyers applied to court to seek a declaration that the OTP was valid and binding. The CA held that the OTP was a contract entered into with the illegal object of contravening the MAS Notice, and it was a proportionate response to refuse enforcement of the OTP.

108 The buyers in *Ting Siew May* sought to downplay the illegality by arguing that they had abandoned their original unlawful intention by undertaking to obtain financing in compliance with the MAS Notice (at [94]). The CA rejected that argument, holding that “any abandonment of an original unlawful intention can be taken into account *only if there was an ignorance of the unlawfulness of the intention in the first place*” [emphasis added] (at [96]). It was in this context that Phang JA said (at [98]):

⁸³ DCS at para 186.

Once an illegal object of the contract has been established, that object taints the *contract itself* and it is no answer to say that the illegal object has not been carried out. [emphasis in original]

109 The facts in *Ting Siew May* are clearly distinguishable from the present case. In that case, the buyers knew from the outset that backdating the OTP was illegal, but nonetheless intentionally backdated the document precisely to circumvent the MAS Notice. In stark contrast, the parties in this case did not set out to deliberately engage in an illegal act. In fact, it is my finding (see [101] above) that the parties did not even know that their actions would constitute unlawful understamping. This case therefore falls squarely within the exception in *Ting Siew May* (at [96]) as the parties had abandoned an original unlawful intention in circumstances where they were “ignorant of the unlawfulness of the intention in the first place”. Consequently, the fact that the understamping was merely *contemplated* remains relevant to the proportionality analysis and weighs in favour of allowing Jake’s resulting trust claim.

The policy undergirding the prohibition against understamping is not undermined in this case

110 Further, the policy which undergirds the prohibition against understamping is not undermined by allowing Jake’s resulting trust claim. As mentioned earlier, s 46 of the Stamp Duties Act addresses understamping by providing mechanisms for “upstamping” insufficiently stamped instruments. In appropriate cases, the Commissioner of Stamp Duties may even impose penalties. In my view, allowing the resulting trust claim in this case does not undermine the prohibition against understamping as s 46 of the Stamp Duties Act exists to ensure that the correct amount of stamp duty is paid on all instruments of transfer.

111 I do not agree with Millie that enforcing the resulting trust in this case “would unfairly allow property owners (like [Jake]) to avoid paying ABSD by disposing of legal title despite holding beneficial interest”.⁸⁴ As I have said, Jake did not deliberately choose to “dispos[e] of legal title despite holding beneficial interest”. The considerations may well differ in a case where sophisticated parties equipped with the knowledge of beneficial interests deliberately structure transactions to conceal their beneficial interests.

112 The short point is that each case will turn on its own facts. This is a unique case where the registered ownership ratio did not reflect the intended ownership ratio purely to fulfil the desire of the parties to provide security for one of them.

The consequence of denying the claim is excessive

113 Finally, I take the view that the consequence of denying the claim is excessive. Jake contributed the majority of the purchase price towards a property bought for \$1.865m. To strip him of a substantial 54.22% interest in the Property merely because it arose incidentally to a *contemplated* understamping would be an excessive penalty that outweighs the gravity of any intended illegality.

114 Taking all of the foregoing into account, I find that it would be disproportionate to completely deny Jake of his beneficial interest in the Property arising under a resulting trust.

⁸⁴ DCS at para 182.

Conclusion

115 Based on the foregoing analysis, I declare that Millie holds 54.22% of the Property on trust for Jake.

116 In his closing submissions, Jake also seeks an order for the sale of the Property.⁸⁵ However, I note Millie’s objection that this relief was neither pleaded nor addressed during the trial.⁸⁶ As she seeks the opportunity to present evidence and submissions on this point, I make no order for sale at this juncture. Nevertheless, I grant liberty to the parties to apply for any consequential orders, including an order for the sale of the Property.

117 Finally, the parties are to file their written submissions on costs within 14 days from the publication of this judgment.

Lee Seiu Kin
Senior Judge

Isaac Tito Shane, Chong Yi Mei and Sindhu Nair d/o Muralidharan
Nair (Tito Isaac & Co LLP) for the claimant;
Tan Wee Kio, Terence and Tong Yi Keat, Zachary (Drew & Napier
LLC) for the defendant.

⁸⁵ CCS at paras 70–74.

⁸⁶ DRS at paras 70–75.