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

[2025] SGHC 108

Originating Claim No 316 of 2022

Between

Tia Oon Lai

… *Claimant*

And

(1) Tia Sock Kiu Sally (personal representative of Su Ye Chu, deceased)
(2) Tia Sock Kiu Sally
(3) Tia Poh Kim

… *Defendants*

Counterclaim of 1st Defendant

Between

Tia Sock Kiu Sally (personal representative of Su Ye Chu, deceased)

… *Claimant in Counterclaim*

And

Tia Oon Lai

… *Defendant in Counterclaim*

JUDGMENT

[Equity — Fiduciary relationships — When arising]
[Limitation of Actions — Particular causes of action — Account]
[Trusts — Constructive trusts — Common intention constructive trusts]
[Trusts — Resulting trusts]

TABLE OF CONTENTS

Tia Oon Lai
v
Tia Sock Kiu Sally (personal representative of Su Ye Chu, deceased) and others

[2025] SGHC 108

General Division of the High Court — Originating Claim No 316 of 2022
Kristy Tan JC
11–14, 24–28 March, 1–4, 8–11 April, 23 May 2025

9 June 2025 Judgment reserved.

Kristy Tan JC:

Introduction

1 The late Mdm Su Ye Chu (the "Mother") and her son, Mr Tia Oon Lai ("TOL"), are the registered proprietors, holding as tenants in common in equal shares, of a 30-year lease commencing from 1 August 1998 (the "30-Year Lease") granted by the Housing and Development Board ("HDB") over the property at 747 Yishun Street 72 #01-108 which houses a coffeeshop (the "Coffeeshop").[1] The Mother passed away on 21 October 2021.[2]

---

1 Agreed Bundle of Documents dated 19 February 2025 ("AB") at pp 595–602.

2 Statement of Claim (Amendment No 1) dated 29 July 2024 ("SOC1") at para 4; Defence and Counterclaim of the 1st Defendant (Amendment No 4) dated 6 March 2025 ("D1's D&CC4") at para (4).

2 At the heart of HC/OC 316/2022 ("OC 316") is a dispute over whether the Mother (and now, her estate (the "Estate")) or TOL beneficially owns the half-share in the 30-Year Lease that is registered under TOL's name.

3 TOL's case is that his late father, Mr Tia Ee Tih (the "Father"), who passed away on 22 November 2004,[3] had "gifted the Coffeeshop" in equal shares to the Mother and TOL in April 1998.[4] TOL did not assert in his pleadings or Affidavit of Evidence-in-Chief ("AEIC") that he made any payment for the purchase of the 30-Year Lease. He only suggested belatedly in cross-examination that his alleged share of rental from renting out the Coffeeshop (the "Coffeeshop rental") had been used to repay the loan taken to partially finance the purchase of the 30-Year Lease.[5] From October 1998 to June 2018, all Coffeeshop rental (the "Previous Rental") was paid by the tenant to the Mother.[6] On 10 October 2022, TOL commenced OC 316 against, *inter alia*, the Estate, claiming that he was entitled to 50% of the Previous Rental as the 50% owner of the 30-Year Lease.[7] TOL claims that his 50% share of the Previous Rental was held under a resulting trust by the Mother for his benefit.[8]

4 The Estate denies the alleged gift by the Father, pointing out, *inter alia*, that there was no 30-Year Lease in existence as at April 1998 for the Father to

---

3 SOC1 at para 3; D1's D&CC4 at para (3).

4 SOC1 at para 7.

5 Certified trial transcript dated 12 March 2025 ("Transcript 12 Mar 2025") at p 35:2–16.

6 SOC1 at para 10; D1's D&CC4 at para (10).

7 Claimant's Opening Statement dated 19 February 2025 ("Claimant's Opening Statement") at para 5.

8 SOC1 at paras 12–13; Further and Better Particulars of Claimant's Statement of Claim dated 8 November 2022 ("SOC FNBPs") at para (D)(a).

gift to the Mother and TOL.[9] The Estate claims that the Mother paid for the 30-Year Lease and that TOL holds a 50% share in the 30-Year Lease on trust for the Mother (and now, the Estate) pursuant to a presumed resulting trust or a common intention constructive trust.[10] Consequently, the Estate denies that TOL is entitled to the Previous Rental.[11]

Facts

The parties

5 The Father and Mother were both born in 1928.[12] They were married in 1950[13] and had eight children:[14]

(a) Ms Sally Tia Sock Kiu ("Sally"), a daughter, born in 1951;

(b) two other daughters, born in 1954 and 1955;

(c) TOL, a son, born in 1956;

(d) Mr Tia Oon Huat ("TOH"), a son, born in 1957;

(e) another daughter, born in 1958 or 1959;

---

9 1st Defendant's Opening Statement dated 19 February 2025 ("D1's Opening Statement") at paras 21–23.

10 D1's D&CC4 at paras (12)(a)–(c), (28)(a) and (e) and prayer (1) for relief against the Claimant; 1st Defendant's Closing Submissions dated 25 April 2025 ("D1CS") at paras 53(a)–(c).

11 D1's D&CC4 at para (12).

12 AEIC of Sally Tia Sock Kiu filed on behalf of the 1st Defendant on 15 November 2024 ("Sally's D1 AEIC") at paras 18 and 21.

13 AEIC of Tia Oon Lai filed on behalf of the Claimant on 14 November 2024 ("TOL's AEIC") at para 10.

14 TOL's AEIC at para 12; Sally's D1 AEIC at para 16.

(f) Mr Tia Oon Chye ("TOC"), a son, born in 1960; and

(g) Ms Tia Poh Kim ("Poh Kim"), a daughter, born in 1963.

6 TOL is the claimant in OC 316. The first defendant is Sally in her capacity as the personal representative of the Estate. The second defendant is Sally in her personal capacity. The third defendant is Poh Kim. The Estate also has a counterclaim against TOL.

The genesis of the Coffeeshop

7 The Father started and registered a sole proprietorship under the name of Hiap Hoe Eating House ("Hiap Hoe") on 10 September 1961 and 18 December 1974 respectively.[15]

8 According to TOL, Hiap Hoe started its coffeeshop business at the former "13 Mile" coffeeshop in Sembawang.[16] According to TOH, the Father and Mother, with other partners, used to rent and run the "13 Mile" coffeeshop.[17] Nothing turns on this difference in their respective accounts of events.

9 In the 1980s, the "13 Mile" coffeeshop was relocated (at least in part) to the site of the Coffeeshop.[18] The Coffeeshop began operations in 1984.[19] The first fixed-term tenancy for the Coffeeshop was granted by HDB to the Father

---

15 TOL's AEIC at para 41; AB at pp 592 and 593.

16 TOL's AEIC at para 42.

17 AEIC of Tia Oon Huat filed on behalf of the 1st Defendant on 15 November 2024 ("TOH's D1 AEIC") at para 5.

18 TOL's AEIC at para 43; TOH's D1 AEIC at para 6.

19 Claimant's Lead Counsel Statement dated 5 February 2025 at p 8, Section II (Common Ground between Parties ("Non-issues")), S/N 5.

as the registered tenant with effect from 1 April 1984; further fixed-term tenancies were granted in subsequent years with the last fixed-term tenancy being a three-year fixed-term tenancy commencing from 1 July 1997 (see [15] below).[20]

TOL's divorce

10 In 1995, TOL's then-wife, Mdm Teow Ah Lek (also known as Alice) ("TAL"), filed for divorce.[21] Under an order of court dated 1 April 1996 made in the divorce proceedings (the "1 Apr 1996 Order of Court"):[22]

(a) the couple's matrimonial home (the "Yishun Flat") was ordered to be sold with the net sale proceeds divided 65:35 between TAL and TOL respectively (at para 1);

(b) TOL was ordered to file an affidavit by 2 May 1996 providing full discovery of all his earnings and assets (at para 8); and

(c) a hearing was to be fixed to determine what, if any, order for maintenance and TAL's entitlement to TOL's assets (if any), should be made (at para 9).

11 TOL conceded that, to avoid the Yishun Flat being sold, the Father paid TAL her share of the Yishun Flat.[23] TOL averred in his AEIC that, based on a letter dated 30 January 1997 from TAL's previous solicitors to TAL's new

---

20 AB at pp 15–20, 577, 699–700 and 704.

21 AB at p 565.

22 AB at pp 565–567.

23 TOL's AEIC at para 25.

solicitors at the time,[24] the amount which the Father had paid TAL in this regard was $276,250.[25] However, he conceded in cross-examination that the letter showed that the Father had paid more than $300,000 to TAL.[26] He did not disclose whether (and if so, what) further orders had been made in favour of TAL in the divorce proceedings. He also refused to give a straight answer when asked whether the affidavit referred to in para 8 of the 1 Apr 1996 Order of Court had been filed and whether the further hearing referred to in para 9 of the 1 Apr 1996 Order of Court had taken place.[27]

The 1996 Goodwill Mansions Mortgage

12 "Goodwill Mansions" refers to an apartment in Balestier which was owned by the Father and Mother (the "Goodwill Mansions Apartment").[28] On 28 October 1996, Hong Leong Finance Limited ("HLF") agreed to grant the Father and Mother a housing loan of $540,000 and a Credit Plus Facility of $100,000, together totalling $640,000, to be secured by a mortgage over the Goodwill Mansions Apartment.[29] A mortgage over the Goodwill Mansions Apartment dated 16 December 1996 was duly executed by the Father and Mother in favour of HLF (the "1996 Goodwill Mansions Mortgage").[30] The Goodwill Mansions Apartment was sold in or around February 2003.[31] Out of

---

24 AB at p 568; Transcript 12 Mar 2025 at pp 83:20–84:4.

25 TOL's AEIC at para 25.

26 Transcript 12 Mar 2025 at pp 85:1–3 and 90:10–14; see also certified trial transcript dated 13 March 2025 ("Transcript 13 Mar 2025") at pp 32:4–12 and 36:14–23.

27 Transcript 13 Mar 2025 at pp 24:6–25:20.

28 Transcript 13 Mar 2025 at pp 28:26–29:1.

29 AB at pp 477 and 484–485.

30 AB at pp 478–483.

31 AB at p 486; Sally's D1 AEIC at para 46.

the sale proceeds, $251,943.44 was repaid to HLF and a cashier's order for $87,208.25 was issued to each of the Father and Mother on or around 11 February 2003.[32]

The Father's withdrawal from Hiap Hoe

13 Sometime in or around May 1997 and prior to 16 May 1997, the Father suffered a stroke.[33]

14 On 16 May 1997, the Father withdrew from Hiap Hoe, and the Mother and TOL were registered as the proprietors of Hiap Hoe.[34]

15 On 27 June 1997, HDB granted Hiap Hoe a further three-year fixed-term tenancy for the Coffeeshop commencing from 1 July 1997.[35]

The 30-Year Lease

16 On 17 April 1998, HDB sent a letter to Hiap Hoe stating that the Coffeeshop premises had been "identified for sale" and that "[a]s the tenant of the premises, you may apply to HDB to purchase it for a lease term of 30 years". The sale price was $1,392,000 before Goods and Services Tax ("GST").[36]

17 On 12 October 1998, HDB sent a letter to the Mother and TOL stating that "HDB has approved your application to purchase the [30-Year Lease]",

---

32 AB at pp 486 and 487; Sally's D1 AEIC at para 46.

33 Sally's D1 AEIC at para 55; TOL's AEIC at paras 48–49.

34 AB at p 593.

35 AB at pp 15–20.

36 AB at pp 21–22.

with the amounts payable for the purchase totalling $1,434,154.80 (the "Total Purchase Amount").[37]

18 On 15 December 1998, HDB entered into an agreement with the Mother and TOL to grant them, as tenants in common in equal shares, the 30-Year Lease (commencing from 1 August 1998).[38] The 30-Year Lease was registered under the Land Titles Act (Cap 157, 1994 Rev Ed) (the "LTA") on 8 February 2000.[39]

The 1998 HLF Loan

19 Sometime in 1998, HLF granted two term loans of $968,640 and $111,360, totalling $1,080,000, to the Mother and TOL for the purchase of the 30-Year Lease (the "1998 HLF Loan").[40] The 1998 HLF Loan was secured by, *inter alia*: (a) a mortgage over the 30-Year Lease executed by the Mother and TOL in HLF's favour and registered under the LTA on 8 February 2000 (the "1998 Coffeeshop Mortgage");[41] and (b) a Deed of Guarantee dated 15 December 1998 executed by Mr Yong Zhou Chun John (formerly known as Yong Chow Choon[42]) ("John Yong") in favour of HLF, guaranteeing payment of any due and unpaid sum under the 1998 Coffeeshop Mortgage (the "1998 Guarantee").[43] John Yong is Poh Kim's husband; they were married

---

37 AB at pp 23–25.

38 AB at pp 26–30.

39 AB at pp 68–73.

40 AB at p 36.

41 AB at pp 37 and 83–88.

42 AEIC of Yong Zhou Chun John filed on behalf of the 1st Defendant on 15 November 2024 ("John Yong's D1 AEIC") at para 4.

43 AB at pp 45–51.

in 1992.[44] John Yong testified that sometime in 1998, the Mother told him, *inter alia*, that HLF required her to get a guarantor for the loan she sought for the purchase of the 30-Year Lease. The Mother asked John Yong to be the guarantor and he agreed.[45]

20 The 1998 HLF Loan was repaid in full by, and the 1998 Coffeeshop Mortgage was discharged on, 30 January 2004.[46] The source of funds used to repay the 1998 HLF Loan is in dispute.

Renting out the whole of the Coffeeshop to a single coffeeshop operator

21 On 30 September 1998, (a) the Mother and TOL and (b) one Mr Pang Lim ("Mr Pang") entered into a licence agreement for the Coffeeshop to be rented out to Mr Pang from 1 October 1998 to 30 September 2003.[47]

22 On 22 October 2002, (a) the Mother and TOL and (b) one Mdm Ng Hoon Tien ("Mdm Ng") entered into a licence agreement for the Coffeeshop to be rented out to Mdm Ng from 1 October 2003 to 30 September 2008.[48]

23 On 14 February 2007, (a) the Mother and TOL and (b) Mdm Ng entered into a tenancy agreement for the Coffeeshop to be rented out to Mdm Ng from 1 October 2008 to 30 September 2013.[49]

---

44 AEIC of Yong Zhou Chun John filed on behalf of the 3rd Defendant on 15 November 2024 ("John Yong's D3 AEIC") at para 1.

45 John Yong's D1 AEIC at paras 5–7.

46 AB at pp 103–105.

47 AB at p 100; SOC1 at para 9; D1's D&CC4 at para (9).

48 AB at pp 91–100; SOC1 at para 9; D1's D&CC4 at para (9).

49 AB at p 108; SOC1 at para 9; D1's D&CC4 at para (9).

24 On 20 April 2013, the Mother and Mdm Ng entered into a tenancy agreement for the Coffeeshop to be rented out to Mdm Ng from 1 October 2013 to 30 September 2018.[50]

25 Mr Pang and Mdm Ng are a married couple who are behind Koufu Pte Ltd ("Koufu").

26 On 12 February 2018, the Mother, Mdm Ng and Koufu entered into a Novation Agreement pursuant to which Koufu was substituted as the tenant under the tenancy agreement dated 20 April 2013 (see [24] above).[51]

27 On 12 February 2018, the Mother and Koufu also entered into a tenancy agreement for the Coffeeshop to be rented out to Koufu from 1 October 2018 to 30 September 2023.[52]

28 All Coffeeshop rental from 1 October 1998 to 30 June 2018, *ie*, the Previous Rental (as defined at [3] above), was paid by Mr Pang, Mdm Ng and Koufu (as the case may be) directly to the Mother.[53]

HDB's grant of the ORA Licence

29 On 13 August 2012, HDB entered into a Licence Agreement for Outdoor Refreshment Area with the Mother and TOL as licensees, pursuant to which HDB granted a licence to use and occupy the outdoor refreshment area (the "ORA") located just outside the Coffeeshop premises (the "ORA Licence")

---

50 AB at pp 115–122; SOC1 at para 9; D1's D&CC4 at para (9).

51 AB at pp 136–138.

52 AB at pp 139–145.

53 SOC1 at para 10; D1's D&CC4 at para (10).

for a term of 36 months commencing from 1 July 2012 for a monthly licence fee of $1,015.[54] This agreement was executed by an HDB representative and the Mother (but not TOL).[55] It appears that the ORA Licence was renewed for another three years from 1 July 2015 to 30 June 2018, and was due to expire on 30 June 2018.[56]

The Mother's OCBC joint accounts involving TOH, Sally and Poh Kim

30 Following a surgery in 2015, the Mother decided to have Sally and Poh Kim assist her in handling her finances.[57]

31 As at July 2015, the Mother and TOH had an OCBC joint savings account (account number ending 732) (the "Mother-TOH OCBC Joint Account").[58] On 8 July 2015, the Mother, Sally and Poh Kim opened a new OCBC joint account in their three names (account number ending 862) (the "Mother-Sally-Poh Kim OCBC Joint Account").[59] On the same day, a sum of $591,419.79 was transferred from the Mother-TOH OCBC Joint Account (leaving $100,000 in that account)[60] to the Mother-Sally-Poh Kim OCBC Joint

54 AB at pp 109–113.

55 AB at p 113.

56 See AB at p 146: Letter from HDB to the Mother and TOL dated 4 April 2018 at the first para.

57 Sally's D1 AEIC at para 81; AEIC of Tia Poh Kim filed on behalf of the 3rd Defendant on 15 November 2024 ("Poh Kim's D3 AEIC") at para 6.

58 AB at pp 491–494.

59 AB at pp 488–490.

60 AB at p 494.

Account.[61] According to Sally and Poh Kim, all this was done on the Mother's instructions to the bank.[62]

32 On 19 August 2015, a sum of $591,419.79 was withdrawn from the Mother-Sally-Poh Kim OCBC Joint Account[63] and the same amount was deposited into the Mother-TOH OCBC Joint Account.[64] On 28 August 2015, the entire balance in the Mother-TOH OCBC Joint Account of $691,445.32 was withdrawn (and that account closed)[65] and the same amount was deposited into the Mother-Sally-Poh Kim OCBC Joint Account.[66]

33 Sally and Poh Kim began to assist the Mother with the handling of her finances after the Mother-Sally-Poh Kim OCBC Joint Account was opened.[67] Sally knew that the Coffeeshop rental was deposited into the Mother-Sally-Poh Kim OCBC Joint Account after it was opened.[68]

The Rental Splitting Agreement and the Tenancy Addendum

34 On 13 August 2018, the Mother, TOL and Koufu entered into what the parties term a "Rental Splitting Agreement", pursuant to which Koufu paid the monthly Coffeeshop rental to the Mother and TOL in equal shares with effect

---

61 AB at p 490.

62 Sally's D1 AEIC para 82; AEIC of Sally Tia Sock Kiu filed on behalf of the 2nd Defendant on 14 November 2024 ("Sally's D2 AEIC") at paras 24–27; Poh Kim's D3 AEIC at para 7.

63 AB at p 490.

64 AB at pp 495–496.

65 AB at p 496.

66 AB at p 490.

67 Poh Kim's D3 AEIC at para 11.

68 Sally's D2 AEIC at para 28.

from 1 July 2018.[69] The circumstances leading to the Rental Splitting Agreement are in dispute.

35 On 24 August 2018, the Mother and TOL also entered into an Addendum to Tenancy Agreements dated 20 April 2013 and 12 February 2018 (the "Tenancy Addendum"), confirming the new arrangement for Koufu's payment of the Coffeeshop rental.[70]

Joint bank accounts in Sally and Poh Kim's names

36 Sometime in September 2018, Sally and Poh Kim opened a separate OCBC joint account (the "Sally-Poh Kim OCBC Joint Account") into which some moneys from the Mother-Sally-Poh Kim OCBC Joint Account were transferred. According to Sally and Poh Kim, this was done to protect the Mother's moneys because TOC had indicated that he wanted to claim a share of the moneys in any bank account bearing the Mother's name.[71] Sally and Poh Kim continued to handle the moneys in the Mother-Sally-Poh Kim OCBC Joint Account and the Sally-Poh Kim OCBC Joint Account for and on behalf of the Mother.[72]

37 According to Sally and Poh Kim, in early 2020, with the Mother's concurrence, the Mother-Sally-Poh Kim OCBC Joint Account was closed and the moneys therein transferred to a Maybank joint account opened in Sally and

---

69 AB at pp 147–148.

70 AB at pp 149–154.

71 Sally's D2 AEIC at paras 32–35; Poh Kim's D3 AEIC at para 13.

72 Sally's D2 AEIC at para 35; Poh Kim's D3 AEIC at para 13.

Poh Kim's joint names (the "Sally-Poh Kim Maybank Joint Account").[73] The change in bank accounts was due to Maybank offering higher interest rates at that time, and the Sally-Poh Kim Maybank Joint Account was opened in Sally and Poh Kim's joint names for the same reason the Sally-Poh Kim OCBC Joint Account was in their joint names.[74] However, they treated the moneys in the Sally-Poh Kim Maybank Joint Account as the Mother's moneys and managed those moneys for the Mother.[75]

The parties' cases

38 TOL's case is that he is a 50% legal and beneficial owner of the 30-Year Lease because the Father gifted the 30-Year Lease to TOL and the Mother in half shares.[76] TOL claims that half of the Previous Rental (*ie*, from October 1998 to June 2018) was held by the Mother on a resulting trust for his benefit.[77] He alleges that the Mother committed a breach of trust through the "unauthori[s]ed dissipation of [TOL's] share of the [Previous] Rental".[78] He seeks against the Estate, in gist: (a) a declaration that his share of the Previous Rental was held on trust for him by the Estate; (b) an order for the Estate to account to him in respect of his share of the Previous Rental, with such account

---

73 Sally's D2 AEIC at para 38; Poh Kim's D3 AEIC at paras 14–15; AB at p 511.

74 Sally's D2 AEIC at para 38; Poh Kim's D3 AEIC at para 14.

75 Sally's D2 AEIC at para 38; Poh Kim's D3 AEIC at para 17.

76 SOC1 at para 7; Claimant's Closing Submissions dated 25 April 2025 ("CCS") at para 55.

77 SOC1 at paras 10–13; SOC FNBPs at para (D)(a); Reply & Defence to Counterclaim (Amendment No 2) dated 4 October 2024 ("R&DtoCC2") at para 4(j).

78 SOC1 at para 21.

to be taken on a wilful default basis; and (c) an order that such share be transferred to him by the Estate.[79]

39 As against Sally (in her personal capacity) and Poh Kim, TOL pleads that they gained control over the Mother's finances "including the ½ share of the [Previous Rental] held on trust by the Mother for [TOL]", and "therefore owed to [TOL] the fiduciary duties of a trustee" in relation to TOL's share of the Previous Rental.[80] He alleges that Sally and Poh Kim committed a breach of trust through the "unauthori[s]ed dissipation of [TOL's] share of the [Previous] Rental".[81] He seeks various reliefs against them, including an account of his share of the Previous Rental and payment over to him of the sums found due upon the taking of the account.[82]

40 The Estate denies that the Father gifted the 30-Year Lease to TOL and the Mother.[83] The Estate's case is that the Mother paid entirely for the purchase of the 30-Year Lease and was the sole beneficial owner of the 30-Year Lease by reason of a presumed resulting trust, or alternatively, a common intention constructive trust;[84] and that the Previous Rental belonged solely to her.[85] The Estate denies that the Mother held TOL's alleged share of the Previous Rental

---

79 CCS at paras 14 and 125–127; SOC1 at pp 4–5, prayers (1)–(3) for relief against the 1st Defendant.

80 SOC1 at para 18.

81 SOC1 at para 21.

82 CCS at paras 128–132; SOC1 at pp 5–7, prayers (1)–(5) for relief against the 2nd Defendant and prayers (1)–(4) for relief against the 3rd Defendant.

83 D1's D&CC4 at para (7).

84 D1's D&CC4 at para (28); D1CS at paras 53(a)–(c).

85 D1's D&CC4 at para (12).

on trust for him.[86] The Estate further pleads that, in so far as TOL's claim is for an account, it is time-barred under s 6(2) of the Limitation Act 1959 (2020 Rev Ed) (the "LA"), and that TOL's claim for a half-share of the Previous Rental is time-barred under s 22(2) of the LA.[87] The Estate counterclaims for: (a) a declaration that TOL holds his 50% interest as tenant in common in the 30-Year Lease on trust for the Estate; and (b) an order that TOL transfer free from encumbrances his 50% interest as tenant in common in the 30-Year Lease to the Estate.[88]

41 Sally (in her personal capacity as the second defendant) denies owing TOL any fiduciary duties[89] and avers that TOL has no basis to demand an account of the Previous Rental against her personally.[90]

42 Poh Kim denies being a "trustee over the [Previous Rental] *vis-à-vis* [TOL]" or owing TOL any fiduciary duties at any point in time.[91] Further and/or alternatively, Poh Kim pleads that TOL is precluded by acquiescence and/or laches from seeking an account of the Previous Rental from her.[92]

43 Arising from the parties' cases, I will address in the following sequence:

---

86 D1's D&CC4 at paras (13) and (21).

87 D1's D&CC4 at para (11).

88 D1's D&CC4 at p 21, prayers (1) and (2) for relief against the Claimant.

89 Defence of the 2nd Defendant (Amendment No 3) dated 23 September 2024 ("D2's Defence3") at para (18).

90 D2's Defence3 at para (22).

91 Defence of the 3rd Defendant (Amendment No 3) dated 23 September 2024 ("D3's Defence3") at paras (18)(e) and (21).

92 D3's Defence3 at paras (18)(f)–(g).

(a) TOL's case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares;

(b) the Estate's defence and counterclaim that TOL held his registered interest in the 30-Year Lease on trust for the Mother (and now the Estate);

(c) TOL's claims against the Estate in respect of the Previous Rental; and

(d) TOL's claims against Sally (in her personal capacity) and Poh Kim.

TOL's case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares

44 It is apposite to begin by addressing TOL's case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares, since, if established, it disposes of the Estate's defence and counterclaim that TOL holds his 50% share in the 30-Year Lease on trust for the Mother. Indeed, TOL advanced this case in a bid to counter the Estate's defence and counterclaim by explaining how he purportedly came to beneficially own a 50% share in the 30-Year Lease (and as such, be entitled to 50% of the Previous Rental). Pursuant to ss 103 and 105 of the Evidence Act 1893 (2020 Rev Ed) (the "EA"), TOL bears the burden of proving his asserted positive factual case.

45 Having considered the evidence, I find that TOL has failed to prove his case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares (or even, leaving the Mother aside, that the Father gifted a half-share in the 30-Year Lease to TOL at all). I elaborate on the reasons for my decision.

The alleged conversation between the Father, the Mother and TOL in early 1997

46 TOL alleged that "[i]n early 1997, [the] Father called [the] Mother and [TOL] to him" and "[they] met at the 2nd level shop house of the coffeeshop".[93] At this apparent meeting between the Father, the Mother and TOL:

(a) The Father allegedly said that "HDB was going to offer a Tenant Ownership Scheme whereby existing tenants of HDB shops would be offered the opportunity to buy their shop from HDB at a discount".[94] The Father allegedly said that he would "sort out the [current] tenancy" in his personal name as the sole proprietor of Hiap Hoe and "pass [TOL]" "50% of the Coffeeshop and [the] Mother 50%".[95] TOL "understood from this conversation" that the Father would transfer 50% of his interest in Hiap Hoe to TOL and 50% to the Mother,[96] and "when the HDB offered Hiap Hoe the fresh tenancy and offer to purchase, the offer would effectively be made to [the] Mother and [TOL]".[97]

(b) The Father also allegedly indicated that he would "pay for the renewal of the lease".[98]

(c) The Father and Mother allegedly told TOL that "to protect [his] half share interest from TAL[,] [the] Mother [would] receive all the

---

93 TOL's AEIC at para 46; see also R&DtoCC2 at para 4(f).

94 TOL's AEIC at para 46.

95 TOL's AEIC at para 46.

96 TOL's AEIC at para 46.

97 TOL's AEIC at para 47.

98 TOL's AEIC at paras 47 and 53–54.

> rental and hold [TOL's] share for [him]". Further, they were "all equally concerned that as a[n] HDB officer, [TOL] could not be receiving income from the [C]offeeshop". The Mother allegedly promised TOL that "[his] half share [would] be safe guarded by her and anytime [he] needed money, all [he] had to do was ask since it was [his] money".[99]

47 TOL's evidence set out at [46(a)]–[46(b)] above was, in effect, that the Father had conveyed to the Mother and TOL in early 1997 that he (*ie*, the Father) would pay for a long-term lease to be granted by HDB over the Coffeeshop and gift that in half shares to TOL and the Mother. I disbelieve that the Father had conveyed this.

48 First, TOL's recollection of the alleged meeting in early 1997 is unreliable:

> (a) Paragraph 46 of TOL's AEIC contained the specific allegation that at a meeting between the Father, the Mother and TOL "[i]n early 1997", "[the] Father said the HDB was going to offer a Tenant Ownership Scheme …"[100] (see [46(a)] above). When asked in cross-examination for the month in which the Father had allegedly made that statement, TOL responded that the Father had said that *in 1998*.[101] This flatly contradicts TOL's AEIC evidence. Further, if the Father had mentioned HDB's prospective offer only in *1998*, TOL could not have "understood" that the Father's transfer of his proprietorship of Hiap Hoe

---

99 TOL's AEIC at para 46.

100 TOL's AEIC at para 46.

101 Certified trial transcript dated 11 March 2025 ("Transcript 11 Mar 2025") at p 17:1–17.

to TOL and the Mother (which took place in May *1997*: see [14] above) was to facilitate TOL and the Mother owning a putative long-term lease over the Coffeeshop in the future (as TOL alleged: see [46(a)] above).

(b) Compounding matters, TOL then purported in re-examination that he could not recall the parties to the conversation referred to in para 46 of TOL's AEIC.[102]

49 Second, it is inconsistent with the contemporaneous evidence that the Father would have discussed in early 1997 gifting or purchasing a (at that time, non-existent) long-term lease over the Coffeeshop:

(a) On 27 June 1997, HDB and Hiap Hoe entered into a tenancy agreement for HDB to let the Coffeeshop to Hiap Hoe for a further three-year fixed term commencing from 1 July 1997 (the "3-Year Tenancy")[103] (see [15] above). Given that, as at 27 June 1997, HDB was only prepared to enter into the short-term 3-Year Tenancy with Hiap Hoe, I find it unlikely that the Father would have known in early 1997 that HDB would offer Hiap Hoe the opportunity to purchase a long-term lease over the Coffeeshop. If there had been any discussion between the Father and TOL in early 1997 about whether HDB would continue to let the Coffeeshop to Hiap Hoe, it would more likely have been the upcoming short-term 3-Year Tenancy that would have been discussed.

---

102 Certified trial transcript dated 25 March 2025 ("Transcript 25 Mar 2025") at p 2:19–24.

103 AB at pp 15–20.

(b) It was only on 17 April 1998, more than a year after "early 1997", that HDB sent a letter to Hiap Hoe stating that the Coffeeshop premises had been "identified for sale" and offering Hiap Hoe the opportunity to apply to purchase the 30-Year Lease.[104] There is no objective evidence that HDB had identified the Coffeeshop premises for sale prior to its 17 April 1998 letter. I find it unlikely that in early 1997, more than a year before April 1998 and in circumstances where only HDB's renewal of the short-term tenancy of the Coffeeshop was on the table, the Father would have discussed purchasing and gifting to TOL and the Mother a non-existent long-term lease.

(c) When the discrepancy in timing between the alleged meeting in early 1997 and HDB's offer in April 1998 was pointed out to TOL in cross-examination, TOL purported that the Father had "gotten word a long time ago, much earlier than [April 1998], that HDB was intending to put the premise up for sale".[105] When asked for the basis of his contention, TOL then purported that (un-identified) "relatives and friends in Ang Mo Kio had already bought these kind of premises" and had told the Father that "[y]our area, Yishun, it would definitely be offered for sale".[106] I decline to accept TOL's evidence. It is unclear who the apparent "relatives and friends" were; how TOL purportedly knew the content and timing of their supposed communications with the Father; and what the Father made of information (assuming, *arguendo*, there was any) from the apparent "relatives and friends".

---

104 AB at pp 21–22.

105 Transcript 11 Mar 2025 at pp 42:31–43:3.

106 Transcript 11 Mar 2025 at p 43:4–8.

50 Third, TOL was prone to exaggeration on the topic of the Father gifting the Coffeeshop to him. TOL went so far as to allege that "[i]n 1984, [the Father] told [TOL] that he wanted to give the coffee shop to [TOL] and [TOL's] son, Chester Tia".[107] However, TOL's son, Mr Chester Tia, was only born in 1992.[108]

51 I also find that TOL has failed to prove that the Father paid for the 30-Year Lease, for reasons I elaborate at [55]–[75] below. This further undermines TOL's evidence that the Father had conveyed at the alleged meeting in early 1997 that he (*ie*, the Father) intended to pay for, and gift in half shares to TOL and the Mother, a putative long-term lease over the Coffeeshop.

52 I further disbelieve TOL's evidence about the alleged rental holding agreement reached at the alleged meeting in early 1997 (see [46(c)] above), for reasons I elaborate at [76]–[78] below. This negatively affects the overall credibility of TOL's account of the alleged meeting in early 1997.

53 In my view, *if* there was indeed a meeting between the Father, the Mother and TOL in early 1997, and *if* at such a meeting the Father had mentioned transferring his interest in the Coffeeshop, it is more likely that such mention was limited to and meant only the Father transferring his interest in Hiap Hoe (which then had a fixed-term tenancy of the Coffeeshop) *as such interest stood at that time in 1997*. Indeed, on or around 16 May 1997, the Father transferred his sole proprietorship of Hiap Hoe to the Mother and TOL (who became Hiap Hoe's registered proprietors),[109] reinforcing that, if any "gift" of the Coffeeshop had been discussed in early 1997, it was this transfer in May

---

107 Transcript 11 Mar 2025 at p 21:21–22.

108 TOL's AEIC at para 23.

109 AB at p 593.

1997 which the Father had in mind. It bears saying that the transfer by the Father of his interest in Hiap Hoe (and concomitantly, any interest that Hiap Hoe had as a tenant of the Coffeeshop) to the Mother and TOL as of 16 May 1997 could not and did not result in the Mother and TOL gaining any interest in the 30-Year Lease which did not exist at that time.

54 For completeness, no party took any position or led any evidence on who paid for, or received rental (if any) during, the 3-Year Tenancy which HDB granted to Hiap Hoe after the change in Hiap Hoe's proprietorship. I am thus unable to conclude whether the 3-Year Tenancy was part of the alleged "gift" by the Father (much less consider how that might impact TOL's allegation that the Father gifted him a half-share in the 30-Year Lease).

The assertion that the Father paid for the 30-Year Lease

55 As part of his case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares, TOL also asserted that it was the Father who paid for the 30-Year Lease.[110] Indeed, this had to be part of TOL's case as there would be no basis for the Father to gift what he did not purchase and own.

56 The Total Purchase Amount for the 30-Year Lease was $1,434,154.80 (see [17] above). Of this amount, $354,154.80 was paid in cash (the "Cash Payment") and the rest was paid utilising the 1998 HLF Loan totalling $1,080,000 (as explained in more detail at [95] below).

57 TOL alleged that in "around the middle of 1998", the Father told the Mother and TOL that he (*ie*, the Father) "would mortgage [the Goodwill

110 R&DtoCC2 at para 4(k); CCS at para 61.

Mansions Apartment] to raise the required down payment [for the 30-Year Lease] together with his disposable cash";[111] "[t]he loans would be serviced from [the] Father's cash surplus and from the rental income from the Coffeeshop which was very substantial";[112] and "[o]n this basis [the Father] arranged with [HLF] for [the] Mother and [TOL] to mortgage … the Coffeeshop to raise approximately $968,640.00 and $111,360.00 from [HLF]".[113] TOL also alleged that when the Goodwill Mansions Apartment was sold, the sale proceeds were applied towards the down payment for the 30-Year Lease and repayment of the 1998 HLF Loan.[114]

Cash Payment

58 I first address TOL's contention that the Father made the down payment, by which TOL presumably meant the Cash Payment. I reject TOL's contention. While there is no direct or documentary evidence of who made the Cash Payment, TOL's assertions that the Father did so are speculative and do not withstand scrutiny.

59 First, TOL alleged that in "around *the middle of 1998*" [emphasis added], the Father told the Mother and TOL that "he *would mortgage* [the Goodwill Mansions Apartment] to raise the required down payment …" [emphasis added].[115] Notably, TOL's claim was not that the Father said that he "had mortgaged" the Goodwill Mansions Apartment but that he "would

111 TOL's AEIC at paras 30 and 61; Transcript 11 Mar 2025 at p 49:9–21.

112 TOL's AEIC at para 61.

113 TOL's AEIC at para 61.

114 TOL's AEIC at para 31; Transcript 11 Mar 2025 at p 53:18–25.

115 TOL's AEIC at paras 30 and 61; Transcript 11 Mar 2025 at p 49:9–21.

mortgage" the Goodwill Mansions Apartment (which plainly means taking a prospective step to do so). However, there is no record of any application for or grant of a mortgage loan secured on the Goodwill Mansions Apartment *in 1998*. The accuracy and reliability of TOL's evidence regarding what the Father allegedly said is again thrown into doubt.

60 The only record of the Father and Mother mortgaging the Goodwill Mansions Apartment is that of the 1996 Goodwill Mansions Mortgage (see [12] above).[116] In his closing submissions, TOL argued that the Father took out the 1996 Goodwill Mansions Mortgage to "prepar[e] funds" to purchase the 30-Year Lease.[117] I do not find this position credible. The 1996 Goodwill Mansions Mortgage was made pursuant to HLF's agreement *on 28 October 1996* to grant the Father and Mother a housing loan of $540,000 and a Credit Plus Facility of $100,000 (see [12] above).[118] This event took place *1.5 years before* HDB had even offered Hiap Hoe the opportunity to purchase the 30-Year Lease (in April 1998). Indeed, HLF bank statements indicate that the Credit Plus Facility was fully drawn down and the loan thereunder repaid *by March 1997*;[119] there can be no connection between this loan and the payment for the 30-Year Lease more than a year later. In the round, I find it unlikely that the Father would have taken out a mortgage loan *in 1996* (*viz*, the 1996 Goodwill Mansions Mortgage) and/or kept loan moneys obtained from such a loan as cash in hand (incurring interest on the same) for the purpose of potentially purchasing a long-term lease over the Coffeeshop (a) which had not

116 AB at pp 478–483.

117 CCS at para 58.

118 AB at pp 477 and 484–485.

119 AB at pp 470–472.

at that time been offered by HDB, (b) in respect of which there was no certainty an offer might be made, and (c) the purchase price and duration of which, assuming HDB would even make an offer, were wholly unknown. Such a purported course makes little commercial sense.

61 Instead, the timing of the 1996 Goodwill Mansions Mortgage coincides with the period during which the Father made payments of significant sums to TAL, TOL's ex-wife, in respect of the couple's divorce proceedings (see [10]–[11] above). The Estate took the position that the Father paid for (a) TAL's interest in the Yishun Flat, (b) TOL and TAL's legal fees, and (c) TAL's monthly maintenance, totalling $630,000;[120] and that the Father obtained the moneys for these payments "by mortgaging Goodwill Mansions to Hong Leong Finance".[121] This raises the question of whether the loan moneys from the 1996 Goodwill Mansions Mortgage had been applied towards TOL's divorce.

62 In this connection, the Estate adduced a voice recording of the Mother talking about TOL, which Sally recorded in 2019 (the "2019 Recording").[122] Sally explained that she and three of her sisters were at the Mother's flat during a weekend visit in 2019 when the Mother started talking about TOL. Sally used her mobile phone to record what the Mother said.[123] The Estate relied on the Mother's statements in the 2019 Recording that the Father gave TOL $630,000 for TOL's divorce.[124] TOL did not dispute the authenticity of the 2019 Recording but submitted that it is hearsay evidence which ought not to be

---

120 D1's D&CC4 at paras 8(a)(i)–(iii).

121 D1's D&CC4 at para (8)(a)(iv).

122 Sally's D1 AEIC at para 66; AB at pp 681–688.

123 Sally's D1 AEIC at para 66.

124 AB at p 682; Sally's D1 AEIC at para 67; D1CS at para 14.

admitted under s 32(3) of the EA or ought to be accorded no weight under s 32(5) of the EA because the context in which the Mother made her statements is unknown; her statements are allegedly misleading, contradicted by contemporaneous documentary evidence and/or not probative; and TOL is unable to cross-examine the Mother on them.[125] The Estate did not explain why the 2019 Recording is admissible evidence and did not file a 's 32 notice' under O 15 r 16(7) or O 15 r 16(9) of the Rules of Court 2021 ("ROC 2021") (see s 32(4)(*b*) of the EA).

63 In my view, the Estate sought to rely on the Mother's statements in the 2019 Recording to prove the facts to which the statements referred, and the statements thus constitute hearsay evidence (see *Soon Peck Wah v Woon Che Chye* [1997] 3 SLR(R) 430 at [26]). However, they fall within the exception to the inadmissibility of hearsay evidence under s 32(1)(*j*)(i) of the EA, being statements made by a person who is dead (*ie*, the Mother). The death of the maker of a statement is sufficient to satisfy the requirement for admissibility of the statement under s 32(1)(*j*)(i): *Goi Wang Firn v Chee Kow Ngee Sing (Pte) Ltd* [2015] 1 SLR 1049 at [66].

64 Notwithstanding the admissibility of hearsay evidence under a statutory exception, the court has a discretion to exclude the evidence in the interests of justice under s 32(3) of the EA. As summarised by Kwek Mean Luck J in *Oversea-Chinese Banking Corp Ltd v Argoglobal Underwriting Asia Pacific Pte Ltd and others* [2025] SGHC 82 at [52] (citing the principles set out in *Gimpex Ltd v Unity Holdings Business Ltd and others and another appeal* [2015] 2 SLR 686 ("*Gimpex*")), in deciding how to exercise its discretion:

---

125 CCS at paras 53 and 94–102.

> … the court would balance the significance of the evidence (*ie*, its probative value) against any factors that militate against its admission (*eg*, the danger of unreliability or other harm which might compromise fair adjudication): *Gimpex* at [106] and [108]. The court should *not* normally exercise its discretion to exclude evidence that is declared to be admissible by the EA: *Gimpex* at [109]. The court should carefully consider whether the evidence is so deficient that it should be excluded under s 32(3) of the EA, or whether it should be admitted under s 32(5) of the EA but accorded less weight in light of its potential unreliability: *Gimpex* at [108] and [130]. [emphasis in original]

65 As for a failure to provide a 's 32 notice', the court has a discretion to waive such non-compliance under O 3 r 2(4)(*a*) of the ROC 2021. The guiding consideration is the extent to which such non-compliance caused prejudice to the opposing party, such that it would be unfair to waive the non-compliance: *Lim Julian Frederick Yu v Lim Peng On (as executor and trustee of the estate of Lim Koon Yew (alias Lim Kuen Yew), deceased) and another* [2024] SGHC 53 at [107], citing *Gimpex* at [137]–[139].

66 In the present case, I decline to exercise my discretion under s 32(3) of the EA to exclude the 2019 Recording. The Mother was *prima facie* in a position to know how the loan moneys from the 1996 Goodwill Mansions Mortgage were used. Having listened to the 2019 Recording in which the Mother expressed herself clearly and at length without interruption, and accepting Sally's evidence that the Mother had started to talk about TOL before Sally decided to record the Mother, I do not think the circumstances in which the Mother's statements were made are so concerning as to warrant their exclusion. TOL's objection that he is unable to cross-examine the maker of the statement cannot logically warrant the exclusion of the statement when it is admissible (as an exception to the hearsay rule) *precisely* because the maker is dead. I also exercise my discretion under O 3 r 2(4)(*a*) of the ROC 2021 to waive the Estate's non-compliance with the requirement to provide a 's 32 notice' because

I do not think there is prejudice to TOL: the Estate had already indicated in Sally's interlocutory affidavit filed on 19 October 2023 that it intended to rely on the Mother's statements in the 2019 Recording,[126] and Sally's explanation in her AEIC as to how the 2019 Recording was produced contained in substance the information required under the 's 32 notice'.[127] However, I place little weight on the Mother's statements in the 2019 Recording because they are conclusory assertions the basis for which is unclear.

67 Circling back to the question of whether the loan moneys from the 1996 Goodwill Mansions Mortgage had been applied towards TOL's divorce (at [61] above), I find, in the light of concessions made by TOL (see [11] above), that the Father paid at least $300,000-plus to TAL on TOL's behalf in connection with the divorce proceedings. However, there is insufficient evidence to conclude that the global amount paid by the Father towards TOL's divorce proceedings came up to $630,000. I am also prepared to infer that the Father had used loan moneys from the 1996 Goodwill Mansions Mortgage to pay TAL given the matching time periods of that loan and payments to TAL. I do not think this inference is inconsistent with HLF's 28 October 1996 letter stating that the purpose of the housing loan was to "finance purchase of other properties" and the purpose of the Credit Plus Facility was "[i]nitially to finance purchase of other properties and subsequently for investment".[128] By paying TAL for her share of the Yishun Flat, the Father was effectively financing the purchase of TAL's share of the Yishun Flat (*ie*, a property) for the benefit of

---

126 Claimant's Bundle of Affidavits pursuant to Notice of Intention to Refer dated 12 February 2025 (tendered for the trial of OC 316), Tab 1: Affidavit of Sally Tia Sock Kiu filed on 19 October 2023 ("Sally's 19 October 2023 Affidavit") at pp 49–51.

127 Sally's D1 AEIC at para 66.

128 AB at pp 477 and 484; *cf*, CCS at para 58.

TOL. There is no evidence of, and it would be speculative to say, what the remaining loan moneys (if any) from the 1996 Goodwill Mansions Mortgage were used for, after the payments towards TOL's divorce were settled.

68 Second, TOL alleged that when the Goodwill Mansions Apartment was sold, the sale proceeds were applied towards the down payment for the 30-Year Lease.[129] His evidence is plainly not credible. HDB executed the agreement to grant the 30-Year Lease on 15 December 1998 (see [18] above), which means that the down payment had to be made by around end-1998.[130] However, the Goodwill Mansions Apartment was only sold in 2003 (see [12] above). The proceeds from the sale of the Goodwill Mansions Apartment could not possibly have been used by the Father to make the down payment for the 30-Year Lease as alleged by TOL.

69 Finally, as for TOL's allegation that the Father said that he would "raise the required down payment" in part with "his disposable cash",[131] I doubt that the Father said this. According to TOL, the Father allegedly said this in the same conversation "around the middle of 1998" where the Father also allegedly said he "would mortgage" the Goodwill Mansions Apartment to "raise the required down payment" (see [57] above). As I explained at [59] above, it is not credible that the Father spoke of taking out a mortgage on the Goodwill Mansions Apartment *in 1998*. This casts doubt on the accuracy and reliability of TOL's evidence about the rest of the alleged conversation (and on whether the alleged

---

129 TOL's AEIC at para 31; Transcript 11 Mar 2025 at p 53:18–25.

130 AB at p 23.

131 TOL's AEIC at para 61.

conversation even took place). In any event, TOL was unable to show that the Father had indeed made the down payment using "his disposable cash".

Repayment of the 1998 HLF Loan

70 I turn to the repayment of the 1998 HLF Loan.

71 First, TOL asserted that it was the Father who had arranged for the 1998 HLF Loan.[132] I see no evidence of this. To the contrary, the unchallenged evidence of John Yong was that sometime in 1998, the Mother asked him to be the guarantor for the loan she intended to take for the purchase of the 30-Year Lease, citing HLF's requirements, and John Yong agreed.[133] The documentary evidence shows that John Yong did indeed execute the 1998 Guarantee (see [19] above).[134] This supports the view that it was *the Mother* who was actively dealing with HLF and making the requisite arrangements for the 1998 HLF Loan.

72 Second, somewhat contradictorily, TOL asserted, on the one hand, that "[t]he loans would be serviced by [the] Father's cash surplus and from the rental income from the Coffeeshop",[135] and on the other hand, that "[i]t was from [the] Father's hard-earned savings and earnings all these years" that the whole of the 1998 HLF Loan was repaid (by January 2004).[136] In any event, TOL's claims that the 1998 HLF Loan was repaid out of the Father's moneys are bare and

---

132 TOL's AEIC at para 62.

133 John Yong's D1 AEIC at paras 5–7.

134 AB at pp 45–51.

135 TOL's AEIC at para 61.

136 TOL's AEIC at para 62.

unproven assertions. Based on my analysis of the documentary records (at [101] and [103]–[112] below), the 1998 HLF Loan repayments were made using the Coffeeshop rental. However, it does not follow that the Coffeeshop rental belonged to the Father. To the extent that TOL seeks to characterise the Coffeeshop rental as *the Father's* contribution to the purchase price of the 30-Year Lease, this is fundamentally incompatible with and contradicted by TOL's pleaded claim to be entitled to a half-share of the Previous Rental and to an account of the same.[137] If *the Father* was entitled to and did use the Coffeeshop rental from October 1998 to January 2004 because that constituted *the Father's* moneys, then, TOL cannot also be entitled to a half-share of that very same Coffeeshop rental for that same period. That TOL's pleaded claim *does* cover that same period (*ie*, October 1998 to January 2004) belies any contention that *the Father* paid for (or should be treated as having paid for) the 30-Year Lease by using the Coffeeshop rental to pay for the 1998 HLF Loan.

73 Third, TOL also alleged that the proceeds from the sale of the Goodwill Mansions Apartment were applied towards the repayment of the 1998 HLF Loan.[138] It can be seen from the bank records that on 13 February 2003, the sum of $87,208.25 was deposited into a joint account of the Father and Mother[139] and that some repayments of the 1998 HLF Loan appear to have originated from this account (see, *eg*, [100] below). However, the Father and Mother had *each* received a cashier's order for $87,208.25, being their respective half-share of the Goodwill Mansions Apartment net sale proceeds, on or around 11 February

137 SOC1 at pp 4–5, prayers (1)–(3) for relief against the 1st Defendant.

138 TOL's AEIC at para 31; Transcript 11 Mar 2025 at p 53:18–25.

139 AB at p 288.

2003 (see [12] above). It is not possible to ascertain which of them had banked their share into the said joint account.

74 Fourth, the fact that the 1998 HLF Loan happened to be fully repaid by 30 January 2004 before the Father passed away in November 2004 (see [3] and [20] above) has no determinative bearing on the source of the repayment of the 1998 HLF Loan.[140]

75 In sum, TOL has failed to prove that the Father paid for the 30-Year Lease. In turn, this undermines TOL's case that the Father (was in a position to have) gifted the 30-Year Lease to TOL and the Mother.

The alleged rental holding agreement

76 As mentioned at [46(c)] above, TOL alleged that at the supposed meeting between the Father, the Mother and TOL in early 1997, the three of them agreed that the Mother would receive and hold TOL's share of the Coffeeshop rental for him (a) to protect TOL's interest in the Coffeeshop rental from TAL and (b) out of concern that TOL could not be receiving Coffeeshop rental income as an HDB officer (the "rental holding agreement"). I disbelieve that there was such an alleged rental holding agreement.

77 First, TOL was openly registered as (a) a proprietor of Hiap Hoe with effect from 16 May 1997[141] and (b) a tenant in common holding half a share in the 30-Year Lease.[142] If there had truly been an intention to conceal TOL's assets

---

140 *Cf*, TOL's AEIC at para 62.

141 AB at p 593.

142 AB at p 598.

from TAL to stymie any claims by her in connection with their divorce, it made no sense for TOL's name to appear as a registered owner of Hiap Hoe and the 30-Year Lease. It is thus inconsistent, and not credible, that the Father, the Mother and TOL would have come up with the alleged rental holding agreement to protect TOL's apparent interest in the Coffeeshop rental from TAL.

78 Second, TOL failed to establish any genuine concern that he could not receive Coffeeshop rental income as an HDB officer. To begin with, TOL gave shifting evidence when purporting that he was not permitted to receive Coffeeshop rental income. When asked in cross-examination whether his position was that, as an HDB officer, he could own the Coffeeshop but not derive income from it, TOL proclaimed in absolute terms: "Cannot own property, cannot have outside income. Completely no."[143] When pressed if it was correct that, as an HDB officer, he could not own any kind of property, TOL gave the evasive response that "[t]here will be an issue if a property does not match your income".[144] When it was put to him that he had no evidence that, as an HDB officer, he could own an HDB shop but not receive rental income from that HDB shop, TOL declared: "The [HDB] secretary will issue me a letter at the end of every year. I have proof."[145] He agreed to try to produce the letter from the "secretary".[146] Two days later, when asked about his search for the letter from the "secretary", TOL first alleged that *HDB* "did not have any records" as it was a long time ago.[147] When it was pointed out that he had

143 Transcript 11 Mar 2025 at p 73:14–17.

144 Transcript 11 Mar 2025 at p 73:18–19.

145 Transcript 11 Mar 2025 at p 73:24–27.

146 Transcript 11 Mar 2025 at p 74:9–11.

147 Transcript 13 Mar 2025 at pp 1:11–12 and 2:7–11.

claimed that the letter was issued to *him*, TOL then back-pedalled and said he could not recall if he had received it "or it was just something said to me orally".[148] Further, this purported rationale for the alleged rental holding agreement is illogical: if TOL was genuinely concerned about the propriety about receiving Coffeeshop rental income as an HDB officer, the duplicity in having someone else hold "his" rental income would compound and not resolve any impropriety. I do not find it credible that TOL had concerns that he could not receive Coffeeshop rental income as an HDB officer, or that the Father, the Mother and TOL had come up with the alleged rental holding agreement out of such concern.

79 This in turn further undermines the overall credibility of TOL's account of the alleged meeting in early 1997 and his position that the Father had indicated at that alleged meeting that the Father would gift a putative long-term lease over the Coffeeshop to TOL and the Mother in half shares.

The Father's involvement in renting out the Coffeeshop

80 TOL argued that it was the Father who had arranged for the Coffeeshop to be rented out to Mr Pang (from 1 October 1998) (see [21] above).[149] TOH appeared to take a similar position.[150] Even if correct, I consider this a neutral fact. The Father may have had a relationship with Mr Pang (as TOL claimed)[151] and thus been in a position to facilitate the renting out of the Coffeeshop to

148 Transcript 13 Mar 2025 at pp 2:21–3:6.

149 TOL's AEIC at para 66; CCS at para 59.

150 TOH's AEIC at para 10;

151 TOL's AEIC at para 66.

Mr Pang. However, it does not follow that the Father did so because he was gifting the 30-Year Lease to TOL and the Mother.

81 I add that the extent of the Father's involvement in the Coffeeshop following his stroke and the divestment of his proprietorship of Hiap Hoe in May 1997 is unclear. Sometime in or around May 1997, the Father suffered a stroke (see [13] above). The Father divested himself of his proprietorship of Hiap Hoe (and, concomitantly, any interest Hiap Hoe held in the Coffeeshop at that time) on 16 May 1997, after his stroke.[152] According to Sally and TOH, the Father was in poor physical and mental condition after his stroke.[153] TOL initially purported in his AEIC that the Father's stroke was "minor" and that the Father "remained lucid and mentally alert" after his stroke.[154] However, in oral testimony, TOL volunteered that the Father was suffering from "several illnesses" and that "[the] Father's condition wasn't very stable" by 1997 "[s]o there were times when [TOL] wasn't too clear what [the Father] was saying".[155]

The Father's dispositions to TOL's brothers

82 TOL argued that, as part of the Father's legacy planning, the Father arranged for each of his three sons "to have 50% of a coffeeshop contemporaneously in 1997".[156] In the case of TOH and TOC, this was the Father's coffeeshop at 431/431A Sembawang Road (the "Sembawang Property"). The Sembawang Property was originally registered in the Father

---

152 Sally's D1 AEIC at para 55; TOL's AEIC at paras 48–49.

153 TOH's D1 AEIC at para 17; Sally's D1 AEIC at para 21.

154 TOL's AEIC at para 48.

155 Transcript 11 Mar 2025 at pp 38:10–15, 39:13–14 and 39:17–18; Transcript 13 Mar 2025 at p 12:14–20.

156 CCS at para 56.

and TOH's names as joint tenants, although it belonged solely to the Father.[157] On or around 5 August 1997, the joint tenancy was severed so that the Father and TOH held the Sembawang Property as tenants in common in equal shares;[158] and on 5 August 1997, the Father made his last will bequeathing "[his] half share" in the Sembawang Property to TOC.[159] In TOL's case, the Father "transferred a half share each in Hiap Hoe to the Mother and TOL and then transferred the Coffeeshop's tenancy to Hiap Hoe".[160]

83 In my view, the foregoing only shows that the Father intended TOL to have a half-share in Hiap Hoe and the interest Hiap Hoe held in the Coffeeshop as at May 1997 when the Father transferred his proprietorship of Hiap Hoe to the Mother and TOL. It does not provide an answer to what the Father intended or did (if at all) when the 30-Year Lease came up for purchase almost a year later. Comparison with the Father's dispositions to TOH and TOC also does not provide an answer. For example: (a) *vis-à-vis* the disposition to TOC, it is *not* TOL's case that the Father left him a half-share in the 30-Year Lease only after the Father's passing; (b) the Father had also spent several hundred thousand dollars on TOL's divorce by 1997 (see [67] above), a factor which was absent in the case of TOL's brothers; and (c) TOL's counsel also put to TOH that the Father had nominated TOL to receive and TOL did receive the Father's Central Provident Fund moneys[161] (albeit there was no evidence from TOL on this). These factors suggest that the Father did not necessarily have uniform

---

157 TOH's D1 AEIC at para 20.

158 AB at pp 587–589.

159 AB at pp 584–586.

160 CCS at paras 56–57.

161 Certified trial transcript dated 11 April 2025 ("Transcript 11 Apr 2025") at pp 19:14–16 and 20:11–12.

considerations for what dispositions to make to his three sons and/or when they should receive those dispositions.

The inclusion of TOL as a co-borrower of the 1998 HLF Loan

84 The 1998 HLF Loan was taken out in the names of the Mother and TOL. TOL argued that this was part of "the Father's plan for funding the Coffeeshop" and that it was "more probable" that "he [*ie*, TOL] agreed to it because he was the absolute owner of 50%" [emphasis in original omitted].[162] I disagree that these are the inferences to be drawn from the inclusion of TOL as a co-borrower of the 1998 HLF Loan.

85 For a start, I consider the registration of TOL as a co-owner of the 30-Year Lease to be a neutral factor which does not shed light on whether the Father gifted the 30-Year Lease to TOL and the Mother, or whether the registered ownership necessarily reflects how the beneficial interest in the 30-Year Lease was held. Indeed, TOL's counsel suggested in the course of the trial that (a) HDB's invitation letter to apply to purchase the 30-Year Lease was addressed to Hiap Hoe[163] because Hiap Hoe was the existing tenant of the Coffeeshop at the time,[164] and (b) therefore, it was "impossible" for the Mother to have purchased the 30-Year Lease "in her sole name" because only the registered proprietors of Hiap Hoe at the time (being the Mother *and* TOL) could accept HDB's invitation.[165] I agree with proposition (a). While I do not

---

162 CCS at para 82.

163 AB at p 21.

164 Certified trial transcript dated 8 April 2025 ("Transcript 8 Apr 2025") at p 104:16–23.

165 Certified trial transcript dated 2 April 2025 at p 7:24–26; Transcript 8 Apr 2025 at p 104:24–105:5.

think TOL has shown that proposition (b) was factually or legally a requirement of HDB, it is conceivable that the Mother thought that HDB's invitation had to be accepted by both registered proprietors of Hiap Hoe and that is how the 30-Year Lease (when granted) ended up being registered in the Mother and TOL's names (*ie*, to conform with the form of HDB's invitation to Hiap Hoe). Given that the 30-Year Lease was registered in the Mother and TOL's names, it is unsurprising that the 1998 HLF Loan, which was secured by a mortgage over the leasehold property (*ie*, the 1998 Coffeeshop Mortgage), came to be correspondingly taken out in the Mother and TOL's names as well. Ultimately, the parties' intentions in including TOL as a co-borrower of the 1998 HLF Loan remain unclear.

The hearsay evidence given by TOL's witnesses

86 Finally, TOL called various witnesses to testify that the Father had purportedly told them, decades ago, his intentions regarding the Coffeeshop. These witnesses were: (a) Mr Kho Wee Hong ("Mr Kho"), TOL's former schoolmate; (b) Mr N Durai ("Mr Durai"), TOL's former neighbour; and (c) Mdm Swee Nelly ("Mdm Swee") and Mr Tan Kee Seng ("Mr KS Tan"), a married couple who were TOL's former neighbours living in the flat opposite the Yishun Flat until 1998.[166] The oral statements of relevant fact purportedly made by the Father would constitute hearsay evidence. TOL ultimately did *not* rely on these witnesses' testimony in his closing submissions, and accordingly, I address their testimony summarily. In brief, I have doubts about the reliability and veracity of what these witnesses purported the Father had told them. Even

166 AEIC of Swee Nelly filed on behalf of the Claimant on 14 November 2025 ("Mdm Swee's AEIC") at para 5.

if the purported oral statements by the Father were admissible under s 32(1)(*j*)(i) of the EA, I would exercise my discretion to exclude the evidence under s 32(3).

87 First, the following instance suggested that these witnesses were somewhat partisan in their stance. It was TOL's case that the Mother was a housewife who did not work and thus did not have funds to purchase the 30-Year Lease.[167] These witnesses averred in their AEICs that they never saw the Mother working at the Coffeeshop or the "13 Mile" coffeeshop. In my view, the only point of them saying this was to support TOL's case that the Mother was a housewife who did not work. However, this was a disingenuous tack to take because, as these witnesses had to concede in cross-examination, they did not even know what the Mother looked like (at all, or in Mr Kho's case, from 1984 (the year the Coffeeshop began operations) onwards) (see [118] below).

88 Second, I have doubts about the reliability and accuracy of their recollection of what the Father had purportedly told them about a matter that did not in any way concern them, almost three decades ago. In particular, Mdm Swee conceded in cross-examination that (a) the Father had not stated certain things set out in her AEIC account of her purported conversation with the Father,[168] and (b) while she purported in her AEIC that "[i]t was agreed that [the Mother] would collect all the rental" and "safe guard" it for TOL, she did not know between whom this was supposedly "agreed".[169] As for Mr KS Tan, he stated in his AEIC that TAL and the Father moved out of the Yishun Flat before

---

167 See, *eg*, TOL's AEIC at para 58.

168 Mdm Swee's AEIC at para 15; Certified trial transcript dated 27 March 2025 ("Transcript 27 Mar 2025") at pp 97:25–98:7.

169 Mdm Swee's AEIC at para 15; Transcript 27 Mar 2025 at p 98:9–14.

he and Mdm Swee sold their flat in 1998.[170] However, on the stand, he stated that he did not know that TAL and the Father moved out of the Yishun Flat.[171] This discrepancy in his AEIC and oral evidence is difficult to reconcile, and gives me pause when evaluating the reliability of his AEIC account of his purported conversation with the Father. While Mdm Swee and Mr KS Tan's accounts might have seemed facially corroborative, I place no weight on this, being mindful that co-witnesses may "influence each other's memories of an event, such that their accounts converge and become seemingly corroborative" but this is "dangerous where an aspect of that memory is in error": *Sandz Solutions (Singapore) Pte Ltd and others v Strategic Worldwide Assets Ltd and others* [2014] 3 SLR 562 at [55].

89 Third, in these witnesses' accounts, the Father purportedly spoke using the general term the "Coffeeshop", prior to 1998[172] (or, in Mr Durai's case, at some unascertained time[173]). In my view, this is not probative of the Father's intentions in respect of the 30-Year Lease, which only came into the picture after April 1998.

---

170 AEIC of Tan Kee Seng filed on behalf of the Claimant on 14 November 2025 ("Mr KS Tan's AEIC") at para 17.

171 Transcript 27 Mar 2025 at pp 17:11–13 and 18:12–14.

172 AEIC of Kho Wee Hong filed on behalf of the Claimant on 14 November 2024 ("Mr Kho's AEIC") at paras 10–11; Certified trial transcript dated 26 March 2025 ("Transcript 26 Mar 2025") at pp 10:7–12:8, 12:13–17 and 56:1–4; Mdm Swee's AEIC at para 15; Transcript 27 Mar 2025 at p 91:1–19; Mr KS Tan's AEIC at para 16; Transcript 27 Mar 2025 at p 70:13–18.

173 AEIC of N Durai filed on behalf of the Claimant on 14 November 2024 ("Mr Durai's AEIC") at para 8; Transcript 26 Mar 2025 at pp 73:19–74:12.

Conclusion

90 To conclude, I find that TOL has failed to prove his case that the Father gifted the 30-Year Lease to TOL and the Mother in half shares (or even, leaving the Mother aside, that the Father gifted a half-share in the 30-Year Lease to TOL at all). TOL has also failed to prove that the Father paid for the purchase of the 30-Year Lease.

The Estate's defence and counterclaim that TOL held his registered interest in the 30-Year Lease on trust for the Mother

91 The Estate's counterclaim, and the central plank of its defence, is that TOL held his registered interest (*ie*, a 50% share) in the 30-Year Lease on trust for the Mother (and now the Estate) pursuant to a presumed resulting trust (as the Mother had paid entirely for the purchase of the 30-Year Lease), or alternatively, a common intention constructive trust.

92 A resulting trust is presumed by operation of law to arise where a party (X) pays (wholly or in part) for the purchase of property which is vested in the joint names of X and another party (Y): there is a presumption that X did not intend to make a gift to Y and the property is held on trust for X (if he is the sole provider of the money) or in the case of a joint purchase by X and Y in shares proportionate to their contributions: *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 ("*Lau Siew Kim*") at [34] and [46].

93 In the present case, while it is undisputed that TOL did not fork out any money to pay for the 30-Year Lease, he was a co-borrower of the 1998 HLF Loan taken to partially finance the purchase of the 30-Year Lease, and he further argued that the Coffeeshop rental (as opposed to the Mother's funds) was used to make repayments of the 1998 HLF Loan. It is thus apposite to first determine

the parties' respective financial contributions to the purchase of the 30-Year Lease, which also engages the factual issue of how payment for the purchase was made.

The respective financial contributions to the purchase of the 30-Year Lease

94 The Total Purchase Amount for the 30-Year Lease was $1,434,154.80.[174] Payment to HDB was due in two tranches: (a) an upfront payment of $1,319,610; and (b) the balance sale price of $111,360 plus 3% GST on the same (*ie*, $3,184.80) upon legal completion.[175]

95 The 1998 HLF Loan comprised two term loans in the respective amounts of $968,640 ("Term Loan 1") and $111,360 ("Term Loan 2"), totalling $1,080,000.[176] Term Loan 1 was disbursed on 14 December 1998.[177] Term Loan 2 was disbursed on 8 February 2000.[178] Given the matching amounts of the balance sale price and Term Loan 2, I infer that Term Loan 2 was applied to pay the balance sale price. This means that Term Loan 1 was applied towards the upfront payment, leaving a delta of $350,970 (being $1,319,610 less $968,640) that had to be paid upfront in cash. The 3% GST on the balance sale price (*ie*, $3,184.80) also had to be paid by cash. The cash payments total $354,154.80 (being $350,970 plus $3,184.80) (*ie*, the Cash Payment as defined at [56] above).

---

174 AB at p 25; Transcript 12 Mar 2025 at p 18:10–20.

175 AB at p 25.

176 AB at p 36.

177 AB at p 52.

178 AB at p 66.

96 Repayments of the 1998 HLF Loan were made by monthly instalments[179] and in nine lump sums of $100,000 or more each.[180] Term Loan 2 was fully repaid by July 2000;[181] Term Loan 1 was fully repaid by January 2004;[182] and the 1998 Coffeeshop Mortgage was discharged on 30 January 2004.[183]

97 I will examine how the following three sets of payments were made:

(a) the monthly instalment repayments of the 1998 HLF Loan;

(b) the lump sum repayments of the 1998 HLF Loan; and

(c) the Cash Payment.

Monthly instalment repayments of the 1998 HLF Loan

98 As at December 1998, the Father and Mother had an HLF joint savings account (account number ending 717) (the "Father-Mother Joint Savings Account 1").[184] The Father-Mother Joint Savings Account 1 was closed on 18 January 2001, and the balance of $87,216.95 then standing in that account[185] appears to have been transferred to their new HLF joint savings account (account number ending 485) (the "Father-Mother Joint Savings Account 2").[186]

---

179 AB at pp 52–67.

180 AB at pp 56, 57, 58, 59, 60, 61, 63 and 66.

181 AB at p 66.

182 AB at p 63.

183 AB at pp 103–105.

184 AB at p 226.

185 AB at p 251.

186 AB at p 263.

99 The evidence bears out that, for most months in the period December 1998 to January 2004, the monthly Coffeeshop rental was deposited into the Father-Mother Joint Savings Account 1, and after its closure, the Father-Mother Joint Savings Account 2. The bank statements show a cheque deposit of $32,000 or $31,000 into the former and then the latter account for most months in this period,[187] while the licence agreement documentation suggests that the monthly Coffeeshop rental was $32,000 from October 1998 to September 2003 and $33,000 from October 2003 to September 2008.[188] The close match in the figures supports the inference I have drawn. There is also no other evidence which might explain these inflows into the said accounts.

100 Next, the evidence also bears out that, from January 1999 to December 2003, the monthly instalment repayments of the 1998 HLF Loan were made from moneys withdrawn from the Father-Mother Joint Savings Account 1, and after its closure, the Father-Mother Joint Savings Account 2:

(a) In this period, there are multiple matching (by date and quantum) entries between (i) the monthly instalment repayments recorded in the 1998 HLF Loan statements and (ii) cash withdrawals recorded in the Father-Mother Joint Savings Accounts 1 and 2 statements.[189] These

---

187 AB at pp 226, 228, 229, 230, 232, 234, 235, 236, 237, 238, 239, 242, 243, 244, 245, 246, 249, 250, 251, 264, 266, 268, 269, 270, 271, 272, 274, 275, 276, 277, 279, 280, 283, 285, 295, 296 and 297; see also AB at p 227.

188 AB at p 100.

189 AB at pp 53 and 227 (14 Jan 1999 entries of $8,715.11 and $513.71), 53 and 228 (15 Feb 1999 entries of $8,407.11), 53 and 229 (15 Mar 1999 entries of $8,406.08), 53 and 230 (14 Apr 1999 entries of $8,406.08), 53 and 231 (15 May 1999 entries of $8,406.08), 53 and 232 (14 Jun 1999 entries of $8.406.08), 53 and 233 (15 Jul 1999 entries of $6,905.72), 53 and 234 (11 Aug 1999 entries of $7,655.90), 53 and 235 (11 Sep 1999 entries of $7,655.90), 54 and 236 (11 Oct 1999 entries of $7,655.90), 54

precisely matching entries provide good grounds for the inference I have drawn (see *SCT Technologies Pte Ltd v Western Copper Co Ltd* [2016] 1 SLR 1471 at [39]).

(b) There are a handful of monthly instalment repayments which do not correspond to an exactly matching cash withdrawal entry in the Father-Mother Joint Savings Accounts 1 or 2.[190] However, there are

---

and 238 (13 and 29 Dec 1999 entries of $7,654.90 and $514.71), 55 and 239 (14 Jan 2000 entries of $7,654.90), 55 and 240 (14 Feb 2000 entries of $7,654.90), 55 and 241 (22 Mar 2000 entries of $7,654.90), 66 and 242 (10 Apr 2000 entries of $880.16), 55 and 242 (14 Apr 2000 entries of $7,654.90), 66 and 243 (8 May 2000 entries of $880.16), 55 and 243 (13 May 2000 entries of $7,654.90), 66 and 244 (8 Jun 2000 entries of $880.66), 55 and 244 (14 Jun 2000 entries of $7,654.90), 66 and 245 (7 Jul 2000 entries of $1,360), 55 and 245 (14 Jul 2000 entries of $7,656), 55 and 246 (14 Aug 2000 entries of $7,655.90), 55 and 247 (14 Sep 2000 entries of $7,655.90), 56 and 249 (14 Nov 2000 entries of $7,655.90), 56 and 250 (14 Dec 2000 entries of $7,655.90), 57 and 251 (12 Jan 2001 entries of $7,655.90), 57 and 266 (14 Apr 2001 entries of $6,596.70), 57 and 268 (14 Jun 2001 entries of $6,596.70), 57 and 269 (14 Jul 2001 entries of $6,596.70), 57 and 270 (14 Aug 2001 entries of $6,587.95), 57 and 271 (14 Sep 2001 entries of $6,587.95), 58 and 272 (15 Oct 2001 entries of $6,359.20), 58 and 274 (14 Dec 2001 entries of $6,325.90), 59 and 275 (14 and 15 Jan 2002 entries of $6,325.90 and $513.71), 59 and 276 (6 Feb 2002 entries of $513.71), 59 and 277 (14 Mar 2002 entries of $12,137.43), 59 and 278 (10 Apr 2002 entries of $6,325.90), 59 and 279 (14 May 2002 entries of $3,442.29), 59 and 280 (15 Jun 2002 entries of $3,464.46), 59 and 281 (13 Jul 2002 entries of $3,464.46), 59 and 282 (14 Aug 2002 entries of $3,464.46), 59 and 283 (14 Sep 2002 entries of $3,464.46), 59 and 284 (14 Oct 2002 entries of $3,464.46), 60 and 285 (14 Nov 2002 entries of $3,464.46), 60 and 286 (14 and 17 Dec 2002 entries of $3,464.46 and $513.71), 61 and 287 (14 Jan 2003 entries of $3,464.46), 61 and 288 (13 Feb 2003 entries of $3,464.46), 61 and 289 (15 Mar 2003 entries of $3,443.60), 61 and 290 (14 Apr 2003 entries of $3,443.60), 61 and 291 (13 May 2003 entries of $3,443.60), 61 and 292 (14 Jun 2003 entries of $3,443.60), 61 and 293 (14 Jul 2003 entries of $3,443.60), 61 and 294 (14 Aug 2003 entries of $3,443.60), 61 and 295 (15 Sep 2003 entries of $3,443.60), 61 and 296 (14 Oct 2003 entries of $3,443.60), 62 and 297 (27 Nov 2003 entries of $3,443.60), and 62 and 298 (16 and 22 Dec 2003 entries of $3,443.60 and $691.60).

190 AB at p 54 (11 Nov 1999 repayment of $7,655.90) *cf* p 237; AB at p 66 (8 Mar 2000 $880.16) *cf* p 241; AB at p 55 (13 Oct 2000 repayment of $7,655.90) *cf* p 248; AB at p 57 (14 Feb 2001 repayments of $7,655.90 and $513.71) *cf* p 264; AB at p 57 (14 Mar 2001 repayment of $6,596.70) *cf* p 265; AB at p 57 (14 May 2001 repayment of $6,596.70) *cf* p 267; AB at p 58 (13 Nov 2001 repayment of $6,332.90) *cf* p 273.

other cash withdrawals from these accounts in the relevant months which, by time and amount, could have covered the relevant monthly instalment.[191] In the light of the pattern seen at [100(a)] above, I think it is sound to infer that these monthly instalment repayments were also made from moneys withdrawn from these accounts.

101 Given that (a) the 1998 HLF Loan was taken to fund the purchase of the Coffeeshop, (b) the monthly Coffeeshop rental was deposited into the Father-Mother Joint Savings Accounts 1 and 2, and (c) monthly instalment repayments of the 1998 HLF Loan were made from cash withdrawn from these same accounts, it is only reasonable and logical to conclude that it was the Coffeeshop rental which was used to make the monthly instalment repayments of the 1998 HLF Loan. While the Father-Mother Joint Savings Accounts 1 and 2 statements show other inflows (apart from the Coffeeshop rental), these funds appear to broadly answer for other outflows (which are facially unrelated to the 1998 HLF Loan) from these accounts.

102 This, of course, does not indicate to whom the Coffeeshop rental belonged. It is also impossible and speculative to say to whom, as between the Father and Mother, the moneys in the Father-Mother Joint Savings Accounts 1 and 2 belonged.

---

191 *Ibid*.

Lump sum repayments of the 1998 HLF Loan

103 The first lump sum repayment of $110,000 was made on 8 June 2000 in respect of Term Loan 2.[192] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental:

(a) On 8 June 2000, a $35,000 cash withdrawal was made from the Father-Mother Joint Savings Account 1.[193] On 8 June 2000, an $80,425 cash withdrawal was also made from the Mother and Mr Tan Teck Kim's HLF joint fixed deposit account (account number ending 397) (the "Mother-TTK Joint FD Account").[194] Mr Tan Teck Kim is Sally's husband. His evidence, which I accept, was that he had no knowledge of the Mother-TTK Joint FD Account at the material time and that the moneys therein did not belong to him.[195] Given that the date and amount of these withdrawals broadly match those of the first lump sum repayment, I infer that these withdrawals were applied towards the first lump sum repayment.

(b) I also infer that the $35,000 cash withdrawal from the Father-Mother Joint Savings Account 1 came from the Coffeeshop rental because (a) this withdrawal is of a fairly large amount and the Coffeeshop rental accounted for a majority (by dollar value) of the inflows into the Father-Mother Joint Savings Account 1, and (b) it is reasonable and logical to conclude that the Coffeeshop rental paid into

192 AB at p 66.

193 AB at p 244.

194 AB at p 435.

195 AEIC of Tan Teck Kim filed on behalf of the 1st Defendant on 15 November 2024 at para 17.

the Father-Mother Joint Savings Accounts 1 and 2 would have been tapped on for the purpose of repaying the 1998 HLF Loan.

(c) As for the $80,425 cash withdrawal from the Mother-TTK Joint FD Account, that comprised a principal sum of $80,000 which was placed in a 3-month fixed deposit on 8 March 2000 plus interest.[196] I infer that this principal sum came from an $80,000 cash withdrawal from the Father-Mother Joint Savings Account 1 on 8 March 2000, given the exact match in the date and quantum of the transactions.[197] I thus conclude that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 8 June 2000 originated from moneys in the Father-Mother Joint Savings Account 1, which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental.

104 The second lump sum repayment of $100,000 was made on 14 December 2000 in respect of Term Loan 1.[198] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental. On 14 December 2000, a $100,593.75 cash withdrawal was made from the Mother-TTK Joint FD Account.[199] I infer that this withdrawal was applied towards the second lump sum repayment. The $100,593.75 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 2 September 2000 plus interest.[200] There is no withdrawal from the Father-Mother Joint Savings

196 AB at p 435.

197 AB at p 241.

198 AB at p 56.

199 AB at p 435.

200 AB at p 435.

Account 1 which exactly matches this fixed deposit placement. However, there are cash withdrawals from the Father-Mother Joint Savings Account 1 in August and September 2000[201] which could account for the $100,000 placed in fixed deposit on 2 September 2000. Given the pattern of loan repayments originating from moneys in the Father-Mother Joint Savings Accounts 1 or 2 and comprising the Coffeeshop rental (see, *eg*, [103] above and [105]–[108] and [111] below), I find it more likely than not that the moneys used for the second lump sum repayment shared similar origins.

105 The third lump sum repayment of $100,000 was made on 14 May 2001 in respect of Term Loan 1.[202] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental. On 14 May 2001, a $100,468.75 cash withdrawal was made from the Mother-TTK Joint FD Account.[203] I infer that this withdrawal was applied towards the third lump sum repayment. The $100,468.75 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 14 February 2001 plus interest.[204] This fixed deposit placement corresponds to a $108,169.61 cash withdrawal from the Father-Mother Joint Savings Account 2 on 14 February 2001.[205] I thus conclude that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 14 May 2001 originated from moneys in the Father-Mother Joint Savings Account 2,

---

201 AB at pp 246 and 247.

202 AB at p 57.

203 AB at p 436.

204 AB at p 436.

205 AB at p 264.

which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental.

106 The fourth lump sum repayment of $100,000 was made on 14 December 2001 in respect of Term Loan 1.[206] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental. On 14 December 2001, a $100,500 cash withdrawal was made from the Mother-TTK Joint FD Account.[207] I infer that this withdrawal was applied towards the fourth lump sum repayment. The $100,500 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 14 September 2001 plus interest.[208] This fixed deposit placement corresponds to a $110,000 cash withdrawal from the Father-Mother Joint Savings Account 2 on 14 September 2001.[209] I thus conclude that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 14 December 2001 originated from moneys in the Father-Mother Joint Savings Account 2, which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental.

107 The fifth lump sum repayment of $100,000 was made on 7 May 2002 in respect of Term Loan 1.[210] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental. On 7 May 2002, a $100,281.25 cash withdrawal was made from the Mother's HLF fixed deposit

206 AB at p 58.

207 AB at p 436.

208 AB at p 436.

209 AB at p 271.

210 AB at p 59.

account (account number ending 585) (the "Mother's FD Account").[211] I infer that this withdrawal was applied towards the fifth lump sum repayment. The $100,281.25 cash withdrawal from the Mother's FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 6 February 2002 plus interest.[212] This fixed deposit placement exactly matches a $100,000 cash withdrawal from the Father-Mother Joint Savings Account 2 on 6 February 2002.[213] I thus conclude that the fixed deposit funds withdrawn from the Mother's FD Account on 7 May 2002 originated from moneys in the Father-Mother Joint Savings Account 2, which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental.

108 The sixth lump sum repayment of $100,000 was made on 14 December 2002 in respect of Term Loan 1.[214] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental. On 14 December 2002, a $100,218.75 cash withdrawal was made from the Mother-TTK Joint FD Account.[215] I infer that this withdrawal was applied towards the sixth lump sum repayment. The $100,218.75 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 14 September 2002 plus interest.[216] This fixed deposit placement exactly matches a $100,000 cash withdrawal from the Father-Mother Joint Savings Account 2 on 14 September

---

211 AB at p 404.

212 AB at p 404.

213 AB at p 276.

214 AB at p 60.

215 AB at p 437.

216 AB at p 437.

2002.[217] I thus conclude that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 14 December 2002 originated from moneys in the Father-Mother Joint Savings Account 2, which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental.

109 The seventh lump sum repayment of $100,000 was made on 14 June 2003 in respect of Term Loan 1.[218] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental:

(a) On 20 March 2003, HLF sent a letter addressed to the Mother and TOL referring to "your letter dated 15th March 2003 giving us notice of your intention to make a principal repayment of $100,000/- on 15th June 2003 towards reduction of [Term Loan 1]" and confirming that "we shall be uplifting your Fixed Deposits on 15th June 2003 towards reduction of [Term Loan 1]".[219] Given TOL's admission that he knew nothing of the lump sum repayments at the time they were made,[220] it is obvious that HLF's letter was referring to *the Mother's* notice of intention to make a principal repayment and *the Mother's* instructions to lift *her* fixed deposit on 15 June 2003 to apply those funds towards the repayment of Term Loan 1.

(b) On 14 June 2003, a $113,899.02 cash withdrawal was made from the Mother's FD Account.[221] I infer that this withdrawal was

---

217 AB at p 283.

218 AB at p 61.

219 AB at p 101.

220 Transcript 13 Mar 2025 at pp 53:19–55:23 and 56:3–5.

221 AB at p 405.

applied towards the seventh lump sum repayment. The $113,899.02 cash withdrawal from the Mother's FD Account can be traced back to a principal sum of $113,689.25 which was placed in a 3-month fixed deposit on 13 February 2003, and on maturity on 13 May 2003, rolled over as a further 32-day fixed deposit, plus interest.[222] I am unable to locate an exactly matching withdrawal made from the Father-Mother Joint Savings Account 2. Having said that, the Coffeeshop rental for December 2002 to February 2003 does not appear to have been deposited into the Father-Mother Joint Savings Account 2.[223] Given the pattern of loan repayments originating from moneys comprising the Coffeeshop rental, I find it more likely than not that the moneys used for the seventh lump sum repayment shared similar origins.

110 The eighth lump sum repayment of $100,000 was made on 14 July 2003 in respect of Term Loan 1.[224] I find it more probable than not that the moneys used for this repayment came from the Coffeeshop rental:

(a) On 15 April 2003, HLF sent a letter addressed to the Mother and TOL referring to "your letter dated 15th March 2003 giving us notice of your intention to make a principal repayment of $100,000/- on 14th July 2003 towards reduction of [Term Loan 1]" and confirming that "we shall be uplifting your Fixed Deposits on 14th July 2003 towards reduction of [Term Loan 1]".[225] Again, HLF was obviously referring to *the Mother's* notice of intention to make a principal repayment and *the Mother's*

222 AB at p 405.

223 AB at pp 286–288.

224 AB at p 61.

225 AB at p 102.

instructions to lift *her* fixed deposit on 14 July 2003 to apply those funds towards repayment of Term Loan 1.

(b) On 14 July 2003, a $100,140.62 cash withdrawal was made from the Mother-TTK Joint FD Account.[226] I infer that this withdrawal was applied towards the eighth lump sum repayment. The $100,140.62 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 14 April 2003 plus interest.[227] This fixed deposit placement exactly matches a $100,000 cash withdrawal from the Father-Mother Joint Savings Account 2 on 14 April 2003.[228] I thus conclude that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 14 July 2003 originated from moneys in the Father-Mother Joint Savings Account 2, which for similar reasons set out in [103(b)] above, comprised the Coffeeshop rental. For completeness, I note that the schedule of the Father's property prepared for the purposes of obtaining probate listed a "[c]ash gift made to [the Mother] (withdrawal from [the Father-Mother Joint Savings Account 2]) on 14 Apr 2003".[229] However, as no party relied on this statement and its basis is unclear, I have wholly disregarded it.

111 The ninth and final lump sum repayment of $135,260.80 was made on 14 January 2004 in respect of Term Loan 1.[230] I find it more probable than not

---

226 AB at p 438.

227 AB at p 438.

228 AB at p 290.

229 AB at pp 590 and 290.

230 AB at p 63.

that the moneys used for this repayment came from the Coffeeshop rental. On 14 January 2004, (a) a $35,104.55 cash withdrawal was made from the Father-Mother Joint Savings Account 2,[231] and (b) a $100,156.25 cash withdrawal was made from the Mother-TTK Joint FD Account.[232] I infer that these withdrawals were applied towards the ninth lump sum repayment. The $100,156.25 cash withdrawal from the Mother-TTK Joint FD Account comprised a principal sum of $100,000 which was placed in a 3-month fixed deposit on 14 October 2003 plus interest.[233] This fixed deposit placement exactly matches a $100,000 cash withdrawal from the Father-Mother Joint Savings Account 2 on 14 October 2003.[234] I thus infer that the fixed deposit funds withdrawn from the Mother-TTK Joint FD Account on 14 January 2004 originated from moneys in the Father-Mother Joint Savings Account 2. I further conclude, for similar reasons set out in [103(b)] above, that the moneys in the Father-Mother Joint Savings Account 2 used for the ninth lump sum repayment comprised the Coffeeshop rental.

112 To summarise, I find, on a balance of probabilities, that the moneys used for all lump sum repayments of the 1998 HLF Loan came from the Coffeeshop rental.

Cash Payment

113 Turning to the Cash Payment (totalling $354,1543.80), it is undisputed that TOL did *not* contribute at all to this. I have also found that TOL has not

---

231 AB at p 299.

232 AB at p 439.

233 AB at p 439.

234 AB at p 296.

proven that the Father made the Cash Payment (see [58]–[69] above). This, of course, does not automatically mean that it is proven that the Mother made the Cash Payment. Given the passage of time, there is unfortunately no documentation showing payment transactions in respect of the Cash Payment. In my view, however, the combination and alignment of the following factors is significant: (a) the Father had already handed over proprietorship of Hiap Hoe (and any interest Hiap Hoe had in the Coffeeshop) in 1997 after suffering a stroke; (b) the Mother had the means to make the Cash Payment; and (c) the Mother actively attended to the financing for the purchase of the 30-Year Lease. Viewed holistically, they give rise to a compelling inference that the Mother had stepped up to make the Cash Payment from her own funds. I elaborate on how the evidence bears out the latter two factors.

(1) The Mother had the means to make the Cash Payment

114 I reject TOL's caricature of the Mother as a housewife whose only role was to raise eight children, who did not work and who did not have her own income or moneys.[235] On the contrary, I find that the Mother did work at the drinks stall at the Coffeeshop from around mid-1984 (when the Coffeeshop began operations) to around mid-1998 (when the whole of the Coffeeshop was rented out) and received a monthly salary plus a share of the profits from the drinks stall.

115 In this regard, it was TOH's evidence that he stopped attending school from Primary 6 and helped his parents at various coffeeshops, including the "13 Mile" coffeeshop.[236] In around 1984 when the Coffeeshop began

235 TOL's AEIC at paras 11 and 58.

236 TOH's D1 AEIC at para 5.

operations, the drinks stall at the Coffeeshop was run by the Mother, TOH, TOC and three of TOH's brothers-in-law.[237] They were split into two groups, one working the morning shift and the other working the night shift.[238] They all received a salary of about $1,500 a month.[239] The drinks stall sold not only drinks but also costlier items such as beer and cigarettes.[240] At the end of the month, the drinks stall's profits were divided among the six of them and, on average, they each received about $4,500 a month.[241] They ceased to run the drinks stall after the whole of the Coffeeshop was rented out.[242]

116 In contrast, TOL averred in his AEIC that the Mother did not help the Father in the coffeeshop business, did not work and did not draw a salary.[243] However, on the stand, TOL was unable to sustain his absolute assertions:

(a) TOL conceded that the Mother assisted the Father in running the Coffeeshop.[244] He also acknowledged that people in general regarded the Mother as the "lady boss" of the Coffeeshop who ran the Coffeeshop with the Father.[245] However, he attempted to downplay the Mother's role

237 TOH's D1 AEIC at para 7.

238 TOH's D1 AEIC at para 9.

239 TOH's D1 AEIC at para 9.

240 Transcript 11 Apr 2025 at p 8:6–8.

241 TOH's D1 AEIC at para 9.

242 TOH's D1 AEIC at para 10; Sally's D1 AEIC at para 47.

243 TOL's AEIC at paras 11 and 58.

244 Transcript 12 Mar 2025 at p 32:10–13.

245 Transcript 25 Mar 2025 at p 44:1–7.

by describing her as "[coming] to wash the cups during the peak hour" and "helping with the loose ends".[246]

(b) TOL agreed that the Mother, his brothers and his three brothers-in-law received a salary while working at the drinks stall at the Coffeeshop.[247] He initially tried to downplay this fact by describing what they received as "pocket money",[248] but eventually conceded that they each received a salary of around $1,000 to $2,000[249] and that there were bonuses during the festive season.[250]

117 I prefer TOH's evidence over the self-serving aspects of TOL's evidence. First, between them, TOH was the disinterested witness. He is neither a party to OC 316 nor a beneficiary under the Mother's final will,[251] and there is no evidence that he stands to gain anything from any particular outcome in OC 316. While TOL's counsel suggested to *Sally* that TOH was an "interested person" because TOH "may have to return the $100,000 which he received" from the Mother if TOL succeeded in OC 316,[252] it was *not* put to *TOH* that TOH had a vested interest in the evidence he gave. It is also unclear that TOH had even received $100,000 from the Mother (see [31]–[32] above). Second, TOH worked at the Coffeeshop at the material time and has direct knowledge of whether the Mother worked alongside him and whether he and his co-workers

246 Transcript 12 Mar 2025 at pp 25:12–14 and 30:26–31:6.

247 Transcript 12 Mar 2025 at p 25:15–18.

248 Transcript 12 Mar 2025 at p 25:15–18.

249 Transcript 12 Mar 2025 at pp 25:15–26:4; Transcript 25 Mar 2025 at p 38:3–17.

250 Transcript 25 Mar 2025 at p 38:17.

251 AB at pp 558–561.

252 Transcript 8 Apr 2025 at p 23:19–23.

were paid for their work. In contrast, TOL held a full-time job at HDB at the material time and has no direct knowledge of the Mother's daytime working hours or the work she did at the Coffeeshop. Third, TOL's concession that there was a general public impression that the Mother was the "lady boss" of the Coffeeshop (see [116(a)] above) indirectly supports TOH's evidence since the Mother must have been a regular presence at the Coffeeshop for such an impression to form.

118 Further, TOL's attempt to buttress his case by calling Mr Kho, Mr Durai, Mdm Swee and Mr KS Tan to suggest that the Mother did not work at the Coffeeshop from 1984 backfired on him. Their testimony in this regard was without basis, and had the opposite effect of suggesting to me that TOL was desperately attempting to obscure the true picture:

(a) Mr Kho claimed that he patronised the Coffeeshop in the 1980s up to the 1990s.[253] He averred in his AEIC that he "never saw [the Mother] or [TOL's] siblings helping out" at the Coffeeshop.[254] However, in cross-examination, he conceded that he had last seen the Mother in 1973 or 1974 and did not know what the Mother looked like from 1984 onwards.[255] Compounding matters, he stated that the Mother did not help out at the Coffeeshop from 1984 because she was busy taking care of eight children.[256] This is an incredible assertion given that, by 1984, the Mother's youngest child (*ie*, Poh Kim) was around 21 years old and

253 Transcript 26 Mar 2025 at p 9:12–16.

254 Mr Kho's AEIC at para 18; see also Mr Kho's AEIC at paras 12–15.

255 Transcript 26 Mar 2025 at p 28:20–25.

256 Transcript 26 Mar 2025 at pp 25:6–26:12.

there would be no question of the Mother having to raise children then.[257] He ultimately conceded that his "opinions about [TOL's] mother" not helping out at the Coffeeshop were based on (i) his view that the Father was a male chauvinist who would not let his wife work and (ii) his own view that women should not go out to work.[258] I disregard the baseless and inadmissible opinion evidence.

(b) Mr Durai stated in his AEIC that he had never seen the Mother working at *the "13 Mile" coffeeshop*.[259] However, in cross-examination, he conceded that he had never met the Mother and did not even know what she looked like.[260] Critically, he also admitted that he had no knowledge of whether she worked at the Coffeeshop.[261]

(c) Mdm Swee and Mr KS Tan claimed that they visited the Coffeeshop and never saw the Mother or the Father's other family members, apart from TOL, there.[262] However, in cross-examination, they conceded that they did not know what the Mother or TOL's siblings looked like and that the Mother and TOL's siblings could have been present at the Coffeeshop during their (*ie*, Mdm Swee and Mr KS Tan's) visits without their realisation.[263]

---

257 Transcript 26 Mar 2025 at p 27:1–25.

258 Transcript 26 Mar 2025 at pp 33:15–16, 33:25–34:14, 37:5–21.

259 Mr Durai's AEIC at para 7.

260 Transcript 26 Mar 2025 at p 73:10–14.

261 Transcript 26 Mar 2025 at p 73:15–18.

262 Mdm Swee's AEIC at para 8; Mr KS Tan's AEIC at para 11.

263 Transcript 27 Mar 2025 at pp 33:26–34:18, 34:24–35:3 and 81:18–83:4.

119 I also accept that TOH was in a position to know that his co-workers at the drinks stall (including the Mother) were paid. Given that TOH received a monthly salary of about $1,500, I find it likely, as he testified, that his co-workers also received around that amount of monthly salary. This is further consistent with TOL's grudging admission that the Mother and those who worked at the Coffeeshop received $1,000 to $2,000 a month. I also accept TOH's evidence that the monthly profits from the drinks stall were distributed among those who worked there, including the Mother.

120 I consider it realistic that the Mother would have amassed enough funds to make the Cash Payment by end-1998. First, using a conservative estimate that the Mother earned on average $2,000 a month inclusive of profit-share, which falls within the range put forward by TOL, the Mother would have received about $336,000 over 14 years (from mid-1984 to mid-1998), by the time the Cash Payment was due to HDB towards the end of 1998. Second, it is Sally's unchallenged evidence that she gave the Mother about $100 a month since she started working, which was from 1970 to 1981 and from 1985 onwards:[264] by end-1998, that would come up to around $31,000 received from Sally over 26 years. Third, it is undisputed that the Mother was a very frugal woman who did not spend indiscriminately.[265] Fourth, according to TOL, the Father also provided an allowance which covered her expenses and household needs.[266] Collectively, the evidence supports the view that the Mother did have funds of her own to make the Cash Payment.

---

264 Sally's D1 AEIC at para 48; Certified trial transcript dated 3 April 2025 at pp 90:3–91:7; Certified trial transcript dated 4 April 2025 at p 2:8–27.

265 Transcript 25 Mar 2025 at p 45:14–16; Sally's D1 AEIC at para 18.

266 TOL's AEIC at para 58.

(2) The Mother actively attended to the financing for the purchase of the 30-Year Lease

121 Next, the objective documentary evidence shows that the Mother actively arranged for the financing for the purchase of the 30-Year Lease and for the repayment of the 1998 HLF Loan used to finance the purchase. First, the Mother liaised with HLF for the 1998 HLF Loan and procured a guarantor as required by HLF (see [19] and [71] above). Second, the Mother organised and marshalled the funds to make lump sum repayments of the 1998 HLF Loan (see [103]–[111] above), including giving instructions to HLF on effecting the repayments (see [109(a)] and [110(a)] above). In short, she actively attended to the purchase of the 30-Year Lease.

(3) Conclusion

122 To recapitulate, by mid-1997, the Father had handed over the proprietorship of Hiap Hoe (and any interest Hiap Hoe had in the Coffeeshop) after suffering a stroke. When the 30-Year Lease was purchased in the latter part of 1998, the available documentary evidence shows that the Mother actively attended to the purchase, including the financing for the purchase. By then, the Mother also had sufficient means of her own to make the Cash Payment. Evaluating these factors holistically, I find that, in all likelihood, the Mother had made the Cash Payment from her own funds.

Ratio of the overall respective financial contributions

123 I have found that the Mother made the Cash Payment of $354,154.80. This is approximately 24.7% of the Total Purchase Amount of $1,434,154.80.

124 The 1998 HLF Loan of $1,080,000 accounts for approximately 75.3% of the Total Purchase Amount of $1,434,154.80. Where the repayments of the 1998 HLF Loan are concerned, the legal position is that payments of mortgage instalments pursuant to an agreement between the parties will be considered direct contributions to the purchase price of the property and will give rise to a resulting trust: *Lau Siew Kim* at [116]. However, where there is no evidence of what the operating agreement was between the parties as to who would repay the mortgage, then each party may be attributed a portion of the loan amount in accordance with the liability assumed to the bank: *Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 ("*Su Emmanuel*") at [91]. In this regard, it is *not* the Estate's case that there was any agreement between the Mother and TOL as to how the 1998 HLF Loan, for which they were jointly liable as co-borrowers, would be repaid; the Estate's counsel also did not put to TOL that any such agreement existed.[267] In any event, the evidence does not bear out the existence of any such agreement. That being so, the Mother and TOL should be taken to have each contributed 50% of the 1998 HLF Loan amount towards the purchase of the 30-Year Lease, in accordance with their joint liability to HLF as co-borrowers.

125 The Mother's financial contribution to the Total Purchase Amount for the 30-Year Lease is therefore 62.35% (being 37.65% (*ie*, half of the 75.3% of the Total Purchase Amount funded by the 1998 HLF Loan) plus the 24.7% of the Total Purchase Amount comprising the Cash Payment). TOL's financial contribution to the Total Purchase Amount for the 30-Year Lease is 37.65% (being half of the 75.3% of the Total Purchase Amount funded by the 1998 HLF Loan).

---

[267] Transcript 12 Mar 2025 at p 37:11–23.

126 It will thus be presumed that the Mother and TOL held the beneficial interest in the 30-Year Lease in proportion to their respective contributions to the Total Purchase Amount (*ie*, in the ratio of 62.35:37.65), unless there is sufficient evidence of (a) an intention by the Mother to benefit TOL with the larger part of the purchase price that she paid or (b) a common intention between the Mother and TOL to hold the beneficial interest in the 30-Year Lease in a different proportion: *Chan Yuen Lan* at [160(a)], [160(b)] and [160(d)]. In the absence of any evidence of a common intention between the parties as to how the beneficial interest in the property is to be held, the resulting trust remains the default analysis: *Su Emmanuel* at [83]. I therefore turn at this juncture to assess whether there is evidence of such a common intention between the Mother and TOL. It will also become clear in the course of this assessment whether there is evidence that the Mother intended to benefit TOL with the larger part of the purchase price that she had paid.

Whether there was a common intention as to how the beneficial interest in the 30-Year Lease would be held

127 In my assessment, there is insufficient evidence of a common intention between the Mother and TOL as to how the beneficial interest in the 30-Year Lease would be held in the period prior to 1 July 2018. There is also insufficient evidence of an intention by the Mother to benefit TOL with the larger part of the purchase price that she had paid (see also [152] below). However, I find that the Mother's agreement for TOL to receive 50% of the monthly Coffeeshop rental from Koufu with effect from 1 July 2018 (see [34] above) constitutes an intention on her part (and TOL's) that the beneficial ownership of the 30-Year Lease would be held in equal shares from that time. I elaborate.

The status quo prior to 2018

128 I have rejected TOL's allegation that there was, from the outset in 1997, an express agreement between the Mother and him that she would hold his share of the Coffeeshop rental for him (see [76]–[78] above). However, TOL's evidence was also that, from around 2003, he requested money from the Mother and she gave him a few hundred dollars up to $2,000 a month until 2018.[268] The Mother allegedly told him that she was safeguarding the Coffeeshop rental for him and that he could not take too much money because there was a need to pay the Coffeeshop's expenses and save up for lease renewal.[269] TOL claimed he did not press to recover or receive his share of the Coffeeshop rental over the years because he trusted the Mother[270] and did not wish to agitate her.[271]

129 I accept that, in the years prior to 2018, TOL had broached with the Mother the topic of being paid some of the Coffeeshop rental. I think it is not unnatural that, after becoming a co-borrower of the 1998 HLF Loan and a co-licensor[272] of the renting out of the Coffeeshop, TOL had felt entitled to at least some part of the Coffeeshop rental. I further accept that the Mother had given TOL the impression that she was keeping his share of the Coffeeshop rental for him, since TOL's evidence in this regard coheres with Sally's understanding of the situation (as I elaborate at [144]–[146] below). However, this evidence falls short of establishing a common intention between the Mother

---

268 TOL's AEIC at para 32.

269 TOL's AEIC at paras 71–73.

270 *Eg*, TOL's AEIC at para 73.

271 *Eg*, TOL's AEIC at para 35.

272 AB at p 100.

and TOL as to how exactly the beneficial interest in the 30-Year Lease was being held in this period.

The Mother's previous wills and 2015 Letter

130 TOL relied on the Mother's previous wills dated 8 July 2005, 30 June 2009 and 16 July 2015 under which she bequeathed her "half share" in the 30-Year Lease[273] to argue that "the Mother only ever own[ed] half of the Coffeeshop".[274] The Estate did not object to the admissibility of this hearsay evidence. For completeness, the Mother's final will made on 21 October 2019 does not mention the 30-Year Lease or the Coffeeshop and simply states that her residuary estate is left to her five daughters.[275] I place little weight on the previous wills as evidence of the proportion of the Mother's beneficial interest in the 30-Year Lease during her lifetime because, as I have found, the Mother had made the Cash Payment. Given that circumstance and in the absence of evidence from the Mother, it is unclear that her previous wills should be taken as reflecting her intention regarding the beneficial ownership of the 30-Year Lease during her lifetime.

131 The Estate, on the other hand, relied on a letter executed by the Mother in 2015 (the "Mother's 2015 Letter")[276] for the truth of the following statements she made: "The [Coffeeshop] … was purchased from the HDB with money entirely from my personal savings. … All the rental income from the [Coffeeshop] belong to me to pay for all the outgoings … and for my own

---

273 AB at pp 520–522, 523–525 and 533.

274 CCS at para 52

275 AB at pp 558–561.

276 AB at p 534.

expenses".[277] TOL accepted the authenticity of the Mother's 2015 Letter but argued that it is unreliable.[278] The Mother's 2015 Letter is admissible under s 32(1)(*j*)(i) of the EA, and I would not exclude it under s 32(3) since TOL and Poh Kim minimally agreed that they were present when the Mother's 2015 Letter was signed and that it was read out to those present.[279] I also waive the Estate's non-compliance with the requirement to provide a 's 32 notice' in respect of the Mother's 2015 Letter as that did not prejudice TOL: the Estate had already indicated in Sally's interlocutory affidavit filed on 19 October 2023 that it intended to rely on the document.[280] However, I place little weight on the statements in the Mother's 2015 Letter cited by the Estate. First, the statements are conclusory in nature and the Mother's basis for them is unclear. Further, under cross-examination, Poh Kim could not explain how the Mother's 2015 Letter had been prepared and ended up conceding that it should not be relied on.[281]

132 Thus, neither the Mother's previous wills nor 2015 Letter assist or suffice to establish her intention as to how the beneficial interest in the 30-Year Lease was to be held prior to 2018.

---

277 D1CS at paras 19, 27 and 66(b).

278 CCS at para 9(c).

279 Certified trial transcript dated 14 March 2025 ("Transcript 14 Mar 2025") at p 78:21–27 (*cf*, TOL's AEIC at para 75); Certified trial transcript dated 9 April 2025 ("Transcript 9 Apr 2025") at pp 50:13–19, 51:21–23 and 51:26–52:23.

280 Sally's 19 October 2023 Affidavit at p 120.

281 Transcript 9 Apr 2025 at p 60:1–7.

The Rental Splitting Agreement and Tenancy Addendum

133 On 6 April 2017, the Inland Revenue Authority of Singapore ("IRAS") sent a letter to TOL referring to the Coffeeshop and stating: "… rent received from the letting of property is a taxable income and all joint owners will be taxed based on their share in the property. *It does not matter which party receives the rent or whether the owners paid for the property*" [emphasis added].[282] IRAS noted that TOL had not previously reported any rental income and asked him to "report the rental income based on [his] ownership (i.e. 50%) in [his] income tax return" going forward.[283] I do not think this letter has a bearing on how the beneficial ownership of the 30-Year Lease was held: IRAS' requirement for declaration of rental income applied to the registered owners of the property. However, this letter upset TOL. He claimed that he went to explain the situation with IRAS to the Mother, who apparently agreed that his share of future Coffeeshop rental should be paid to him.[284] It appears that the matter did not progress, and in the meantime, a further development occurred with respect to the ORA Licence to use the ORA outside the Coffeeshop premises.

134 Prior to 2018, the applications to HDB for (renewal of) the ORA Licence had been signed solely by the Mother.[285] In early 2018, an application form signed solely by the Mother for the next renewal of the ORA Licence was rejected by HDB, which required the form to be signed by both the Mother and TOL.[286] Sally's evidence was that (a) TOL refused to sign the application form

---

282 AB at p 569.

283 AB at p 569.

284 TOL's AEIC at paras 84–85.

285 Sally's D1 AEIC at para 51; AB at pp 109–113.

286 Sally's D1 AEIC at paras 68–70; TOL's AEIC at para 87.

for renewal of the ORA Licence (the "ORA Licence renewal form") unless the Mother gave him 50% of the Coffeeshop rental, (b) the Mother feared losing the ORA Licence as that would affect the renting out of the Coffeeshop since the seating area was mostly at the ORA, and (c) the Mother thus agreed to TOL's demand, which led to the signing of the Rental Splitting Agreement.[287] I accept Sally's account of the genesis of the Rental Splitting Agreement, *viz*, that TOL had used HDB's requirement for him to sign the ORA Licence renewal form as leverage to procure the Mother's agreement that he should receive half of the monthly Coffeeshop rental going forward.

135 First, photographic evidence of the interior of the Coffeeshop and the ORA bears out that the ORA accounts for a significant portion of the seating area for patrons and is a valuable component of the premises.[288] This supports Sally's account that the Mother feared losing the ORA Licence.

136 Second, the WhatsApp conversation between Sally and TOL on 23 and 24 July 2018[289] also supports Sally's account. On 23 July 2018, Sally raised the ORA Licence renewal issue with TOL and pointed out that if the ORA Licence was lost, it would be a hassle to apply for the licence again and the ORA would have to be torn down; she urged TOL to think before acting (Sally's message on 23 July 2018 at 17:38hrs[290]). TOL stated that he wanted Koufu to "handover the cheque with half of the rent to [me]", "[o]therwise, it's off the table" (TOL's message on 23 July 2018 at 21:12hrs[291]). In my view, TOL clearly meant that

---

287 Sally's D1 AEIC at paras 71–80.

288 AB at pp 126–130.

289 AB at p 621.

290 AB at p 621.

291 AB at p 621.

unless Koufu paid half of the monthly Coffeeshop rental to him going forward, he would not sign the ORA Licence renewal form. Sally eventually stated that "from August onwards, we will transfer half of the rent directly to you every month. … That's all I can do as your older sister, so if you ask for anything else, you must discuss it with Mother. Until then, *all I have to ask is that you sign the papers*" [emphasis added] (Sally's message on 24 July 2018 at 12:06hrs[292]). Sally was clearly referring to TOL signing the ORA Licence renewal form in exchange for receiving half of the monthly Coffeeshop rental from August 2018.

137 On a separate note, in relation to this WhatsApp conversation:

(a) TOL submitted that by telling him to discuss with the Mother if he asked for anything else (Sally's message on 24 July 2018 at 12:06hrs[293]), Sally was acknowledging TOL's share of the Previous Rental.[294] I disagree. That was a loose remark by Sally that could apply to anything generally. I note, for example, that her message had referred to splitting the Coffeeshop rental from August 2018 whereas the Rental Splitting Agreement eventually split the Coffeeshop rental with effect from 1 July 2018; the effective date must have been the subject of further discussion.

(b) In response to TOL's complaint that IRAS had chased him for not reporting rental income (TOL's message on 23 July 2018 at

292 AB at p 621.

293 AB at p 621.

294 CCS at para 81.

21:12hrs[295]), Sally had stated that it was not undeclared as the Mother had declared the full sum (Sally's message on 23 July 2018 at 22:13hrs[296]). TOL submitted that Sally's response acknowledged his share of the Previous Rental.[297] I disagree. The import of what Sally was conveying was that no portion of the Coffeeshop rental had gone undeclared as the Mother had declared 100% of the Coffeeshop rental as her income (and paid all the income tax on it: Sally's message on 23 July 2018 at 22:13hrs[298]).

138 I turn then to what to make of the Rental Splitting Agreement and the Tenancy Addendum. It is an agreed fact that both documents were prepared by Koufu.[299]

139 The Rental Splitting Agreement was constituted by the following exchange of correspondence. On 13 August 2018, Koufu sent a letter to the Mother and TOL, whom Koufu collectively termed the "Landlord", stating:[300]

> We refer to your joint request on 6 August 2018 for the rental payment to be paid in equal half shares to Mdm Su Ye Chu and Mr Tia Oon Lai, being the lessees of the Premises as tenants in common of half share each. You, as both legal and beneficial owners each holding equitable interest of 50% in the Premises had further requested that the aforesaid mode of payment be effective from 1 July 2018 onwards.
>
> As the rental payments for July and August 2018 have already been effected by means of cheques issued to Mdm Su Ye Chu,

295 AB at p 621.

296 AB at p 621.

297 CCS at para 81.

298 AB at p 621.

299 Transcript 9 Apr 2025 at pp 47:23–48:18.

300 AB at p 147.

> it was further instructed and agreed by the Landlord that Koufu Pte Ltd proceed to pay the rental for the months of September and October 2018 as follows upon their respective due dates:
>
> …
>
> From 1 November 2018 onwards, Koufu Pte Ltd shall discharge its obligation to pay the monthly rental of $35,000 by effecting payments of $17,500 each to Mr Tia Oon Lai and Mdm Su Ye Chu.
>
> Please confirm your agreement to the above and acknowledge your receipt of the cheques in respect of the above payments by executing and returning the acknowledgment appended below.
>
> …

The Mother and TOL signed on the "Acknowledgment" section of Koufu's 13 August 2018 letter, "confirm[ing] and agree[ing] to the above arrangement".[301]

140 The Tenancy Addendum stipulated that "TOL takes cognisance and hereby acknowledges" that the Mother had entered into the tenancy agreements dated 20 April 2013 and 12 February 2018 (which were signed by her but not TOL: see [24] and [27] above) on behalf of TOL and herself (at cl 1); and set out the mode by which the respective split payments to the Mother and TOL would be made with effect from 1 October 2018 (at cl 5).[302]

141 In my view, the Rental Splitting Agreement evidences the Mother's agreement to TOL being treated as a 50% beneficial owner of the 30-Year Lease and being entitled to 50% of the Coffeeshop rental *with effect from 1 July 2018*.[303] While I have found that TOL leveraged his ability to hold back the

---

301 AB at p 148.

302 AB at pp 149–154.

303 See also CCS at para 51.

submission of the ORA Licence renewal form to procure the Mother's agreement to the Rental Splitting Agreement, the Estate did not contend that his actions amounted to undue influence or economic duress.[304] Indeed, the Estate accepted that the Mother agreed to split the Coffeeshop rental with effect from 1 July 2018,[305] and the Mother's conduct for the next three years until her passing also shows that she accepted (whether or not grudgingly) this state of affairs. Sally, too, accepted that the Rental Splitting Agreement showed "a wish to give" on the Mother's part[306] (but did not say that such an intention applied prior to the Rental Splitting Agreement[307]). Given the intrinsic link between beneficial ownership of the 30-Year Lease and entitlement to the Coffeeshop rental, I also find that it is incongruent and unlikely that the Mother would have agreed for TOL to take 50% of the Coffeeshop rental from 1 July 2018 without also accepting that TOL would be treated as the beneficial owner of 50% of the 30-Year Lease from that point onwards.[308] This position also explains why, in the schedule of the Mother's assets filed on 5 August 2022 for the purpose of obtaining probate, Sally listed a 50% share in the 30-Year Lease as at that time.[309] I do not find convincing Sally's explanation that she had only declared a 50% share in the 30-Year Lease as the Mother's asset pending a court action for the determination that 100% of the 30-Year Lease belonged to the Mother.[310]

---

304 Transcript 11 Mar 2025 at p 5:29–32.

305 D1CS at para 29(e).

306 Certified trial transcript dated 1 April 2025 at p 79:16–22.

307 *Cf*, CCS at para 51 and footnote 33.

308 *Cf*, D1CS at paras 28–29.

309 AB at p 555.

310 *Cf*, D1CS at para 70.

142 However, I do *not* find that, by the Rental Splitting Agreement and the Tenancy Addendum, the Mother had made any acknowledgment or conveyed any position regarding the beneficial ownership of the 30-Year Lease *prior* to 1 July 2018. First, the Rental Splitting Agreement and the Tenancy Addendum were plainly *forward-looking*. Second, while cl 1 of the Tenancy Agreement was framed as "TOL tak[ing] cognisance and hereby acknowledg[ing]" that the Mother had entered into the tenancy agreements dated 20 April 2013 and 12 February 2018 on behalf of TOL and herself, that is logically because the tenancy agreement dated 20 April 2013 stipulated the amount of monthly Coffeeshop rental payable for the period from 1 October 2013 to 30 September 2018 (see [24] above) and the tenancy agreement dated 12 February 2018 stipulated the amount of monthly Coffeeshop rental payable for the period from 1 October 2018 to 30 September 2023 (see [27] above). Given that Koufu was going to split the Coffeeshop rental payment with effect from 1 July 2018, it is unsurprising that Koufu wanted to secure TOL's acknowledgment regarding the amount of monthly Coffeeshop rental payable for the relevant period. I do not think anything more than this should be read into cl 1 of the Tenancy Addendum.

Sally's 31 Dec 2021 Voice Message

143 The Mother passed away on 21 October 2021. Sally's evidence was that, on the day the Mother passed away, TOL was only concerned about money, asking Sally how much the Mother had left behind.[311] Sally told TOL that the Mother did not have much money left.[312] On 30 December 2021, Sally sent TOL a message to ask him to attend a prayer ceremony on 28 January 2022 to

311 Sally's D2 AEIC at para 50.

312 Sally's D2 AEIC at para 50.

commemorate the 100th day of the Mother's passing (Sally's message on 30 December 2021 at 12:35hrs).[313] The next day, Sally sent TOL, *inter alia*, a voice message at 09:24hrs ("Sally's 31 Dec 2021 Voice Message").[314]

144 Sally's 31 Dec 2021 Voice Message began with Sally saying:[315]

> It's not that you don't have any money, it's just that Mum controlled the money, fearing that you'd be cheated by others. It's because she, well, just, just worried that your money would be messed around with. If you need money, you could ask Mum for it, like this. Now you have money, your money is still there. …

Sally then went on to explain how the Mother had "recklessly" given money away,[316] before asking TOL how much money he needed,[317] and concluding:

> … The money is with us. What Mum meant was to get the coffee shop back, because the coffee shop has a few years remaining now and will be useless. So uh, we held that money for her, and we were holding it for the later stage to get the coffee shop back. Come to think of it, it shouldn't be enough to buy (it) anymore lah, because Mum was in the late stage, and there wasn't much left when we took over. Don't think that there was a lot.

145 TOL submitted that Sally had admitted in Sally's 31 Dec 2021 Voice Message that the Mother held Coffeeshop rental for TOL.[318] In contrast, the Estate and Sally contended that Sally was only speaking of the Mother's "loose

---

313 AB at p 623; Transcript 14 Mar 2025 at pp 26:16–27:4.

314 AB at p 623; Exhs P-1 and P-2.

315 Exh P-2 at p 1.

316 Exh P-2 at pp 1–4.

317 Exh P-2 at pp 4–5.

318 CCS at para 65.

money", *ie*, money that the Mother left upon her death, in Sally's 31 Dec 2021 Voice Message.[319]

146 In my view, when Sally referred in Sally's 31 Dec 2021 Voice Message to TOL having "money" (see [144] above), she was alluding to the Previous Rental, although it is unclear what portion or amount she meant. First, Sally expressly referred to "your [*ie*, TOL's] money". Only the Previous Rental could conceivably fit that characterisation. If Sally had merely been referring to the Mother's residuary estate, there was no reason to describe that to TOL as "your money". Second, Sally alluded to the Mother holding money for TOL and to the Mother's intention to use "[t]he money" for renewal of the 30-Year Lease. This coheres with TOL's evidence that the Mother had told him that she was keeping Coffeeshop rental for him and that she was saving the money for lease renewal (see [128]–[129] above). Third, in Sally's 31 Dec 2021 Voice Message, Sally explained at some length how the Mother had spent the money. This shows Sally felt that TOL was entitled to an explanation, which in turn indicates Sally knew that some of the Previous Rental paid to the Mother belonged to TOL.

147 I will explore, in due course, the implications which my findings on Sally's 31 Dec 2021 Voice Message have on TOL's claims in respect of the Previous Rental. At this juncture, however, the question is whether there was a common intention between the Mother and TOL as to how the beneficial interest in the 30-Year Lease would be held prior to 2018. At its highest, Sally's 31 Dec 2021 Voice Message indicates that the Mother was holding and knew she was holding a part of the Coffeeshop rental for TOL. However, I do not

---

319 D1CS at para 33; 2nd Defendant's Closing Submissions dated 25 April 2025 at para 31(d).

think this is sufficient evidence of the Mother's intention as to how exactly the beneficial interest in the 30-Year Lease would be held (prior to 1 July 2018), especially bearing in mind that the Mother had made the Cash Payment.

Conclusion

148 To conclude, there is insufficient evidence of a common intention between the Mother and TOL as to how the beneficial interest in the 30-Year Lease would be held in the period prior to 1 July 2018. There is also insufficient evidence of an intention by the Mother to benefit TOL with the larger part of the purchase price that she had paid (see also [152] below). However, the evidence in respect of the Rental Splitting Agreement bears out that the Mother and TOL reached a common understanding for the beneficial ownership of the 30-Year Lease to be held in equal shares with effect from 1 July 2018.

149 It follows that the Estate's defence and counterclaim based on a common intention constructive trust fails, and I must return to complete the analysis of the Estate's counterclaim based on a resulting trust.

Whether there was a resulting trust

150 Based on my findings thus far, it is presumed that the Mother and TOL held the beneficial interest in the 30-Year Lease in the ratio of 62.35:37.65 (*ie*, TOL held a 12.35% share of his registered interest on a presumed resulting trust for the Mother) from the time the 30-Year Lease was acquired up to 1 July 2018 (see [125]–[126] and [148] above). The resulting trust crystallised at the time the 30-Year Lease was acquired in 1998: *Chan Yuen Lan* at [53].

151 In this connection, a question arises whether the presumption of advancement (*ie*, a presumption that the Mother intended to gift TOL a 12.35% share) operates to rebut the presumption of resulting trust: *Chan Yuen Lan* at [160(e)]; *Lau Siew Kim* at [57].[320] The presumption of advancement emerges no less from affection than from dependency: *Lau Siew Kim* at [68]. In *Lau Siew Kim*, the Court of Appeal expressed *in obiter* an inclination towards the applicability of the presumption of advancement in both parent-independent adult child relationships (at [68]) and mother-child relationships (at [63]) (see also *Kwee Seng Chio Peter v Lai Seng Kwoon (in his capacity as private trustee in bankruptcy of the estate of Kwee Hui Ling Karen) and another matter* [2025] SGHC 46 at [23]–[24]). Adopting their rationale, I consider that the presumption of advancement would in principle apply to the relationship between the Mother and TOL.

152 However, I find that the presumption of advancement is very weak and roundly rebutted in the circumstances of the present case. First, as at 1998 when the 30-Year Lease was acquired, TOL was 42 years old and working for HDB. He was not dependent on the Mother and there is no reason she would have gifted him a share in the property with a view to providing for him. Second, on TOL's own evidence, he was not among the Mother's favourite children.[321] Third and relatedly, there is no evidence that the Mother had transferred any significant property to any of her other seven children as at 1998. It is thus unlikely that she had intended a pure gift of a share in the 30-Year Lease to TOL, who was not her favourite child (see *Lau Siew Kim* at [68]). Fourth, as I have found, the evidence of the parties' conduct does not bear out an intention

320 See also CCS at para 48.

321 TOL's AEIC at para 13.

by the Mother to benefit TOL with the larger part of the purchase price that she had paid (see [148] above).

153 Therefore, the Estate's defence based on a presumed resulting trust succeeds to the extent that, from the time the 30-Year Lease was acquired up to 1 July 2018, the Mother and TOL held the beneficial interest in the 30-Year Lease in the ratio of 62.35:37.65 (*ie*, TOL held a 12.35% share of his registered interest on resulting trust for the Mother). This will have a bearing on the proportion of the Previous Rental to which TOL may be entitled.

154 Subsequently, there was a common intention that from 1 July 2018 onwards, the Mother and TOL would hold the beneficial interest in the altered proportion of equal shares (see [148] above): *Chan Yuen Lan* at [160(f)]. In consequence, there is no basis for the particular reliefs sought by the Estate in its counterclaim (see [40] above).

TOL's claims against the Estate in respect of the Previous Rental

155 As a 37.65% beneficial owner of the 30-Year Lease in the period prior to 1 July 2018, TOL would have been entitled to 37.65% of the Coffeeshop rental in that period.

156 In TOL's closing submissions, the reliefs he sought against the Estate were pared down to the following: (a) a declaration that his share of the Previous Rental was held on trust for him by the Estate; (b) an order for the Estate to account to him in respect of his share of the Previous Rental, with such account to be taken on a wilful default basis; and (c) an order that such share be

transferred to him by the Estate.[322] In TOL's pleadings, his claims for an account were premised on the Mother being a resulting trustee for his share of the Previous Rental.

Resulting trust

157 TOL pleaded and argued that his share of the Previous Rental was held on a *resulting* trust by the Mother for his benefit.[323] He neither pleaded nor argued that the Mother held his share of the Previous Rental for him pursuant to an *express* trust. For completeness, while he had also alluded in his Reply to the Mother and TOL being "partners of Hiap Hoe" and any Previous Rental received by the Mother being "property of the partnership",[324] he never advanced his case based on such an alleged partnership at trial or in his closing submissions, and I say no more about this.

158 Where TOL's resulting trust case is concerned, he appeared to argue that the resulting trust over his share of the Previous Rental arose because he (a) transferred that share to the Mother or (b) allowed her to retain it, without an intention to gift the same to her.[325] In my view, the former characterisation does not accurately reflect the facts (as the Previous Rental was never transferred from TOL to the Mother but was paid directly by the tenant to the Mother) while the latter characterisation does not accurately reflect the law. Having said that, in Robert Chambers, *Resulting Trusts* (Oxford University

322 CCS at paras 14 and 125–127.

323 SOC1 at para 13; SOC FNBPs at para (D)(a); R&DtoCC2 at para 4(j); CCS at paras 21 and 64.

324 R&DtoCC2 at paras 4(i)–(j).

325 CCS at paras 21 and 64.

Press, 1997), the learned author explains the circumstances in which a resulting trust arises as follows (at p 93):

> The facts giving rise to a resulting trust are: (i) a transfer of property, (ii) in circumstances in which *the provider of that property* did not intend to benefit the recipient. The property may be any sort of property interest or asset capable of being the subject of a trust. *The provider may be* the previous owner of the property or *one who has provided consideration for the transfer*. [emphasis added]

In the present case, the tenant transferred the Previous Rental to the Mother in consideration for the use of the Coffeeshop premises. As I have found that TOL beneficially owned 37.65% of 30-Year Lease (prior to 1 July 2018), the consideration for 37.65% of the Previous Rental would have been provided by him. A presumption that TOL did not intend to gift his 37.65% share of the Previous Rental to the Mother arises by operation of law and, I find, is unrebutted on the evidence. On this view, the Mother thus held 37.65% of the Previous Rental on a presumed resulting trust for TOL.

Duty to account

159 Next, I turn to whether, as a resulting trustee, the Mother owed TOL a duty to account for his 37.65% share of the Previous Rental.

160 In *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 ("*Tan Yok Koon*"), the Court of Appeal observed that "[a] resulting or constructive trust is very often a bare trust and, as such, only requires the trustee to convey the trust property when called upon to do so" (at [190]). The Court of Appeal further explained the tension between how a resulting trust and fiduciary obligations arise (at [196]):

> 196 When the attributes of a resulting trustee and a fiduciary are juxtaposed, one can very justifiably ask the question whether a resulting trustee is or can be a fiduciary. As a matter of principle, the idea that a fiduciary relationship is possible sits uncomfortably with the fact of a resulting trust. The latter is imposed by law whereas the former is voluntarily undertaken. It is certainly *not* the case that *every* resulting trustee is subject to a fiduciary relationship. However, in the rare case, it may well be that the *facts and circumstances* leading to the imposition of a resulting trust may also disclose an undertaking by the trustee – whether *express* ***or*** *implied* – to act in a certain way. [emphases in original]

161 After widely canvassing the authorities, the Court of Appeal held that whether a resulting trustee owed a particular fiduciary duty would depend on whether he could be said to have undertaken to act in that particular way which is fiduciary in nature. In this regard, the resulting trustee's knowledge that he did not hold the beneficial interest in the property was a strictly necessary but not sufficient condition (at [206]):

> 206 The real question, in our view, is whether, *objectively* speaking, the resulting trustee can be said to have undertaken (whether expressly or impliedly) to act in a particular way which is fiduciary in nature. In this regard, knowledge that one does not hold the beneficial interest in the property is, while *not* a *sufficient* condition by itself, strictly *necessary* because the conscience cannot otherwise be affected in a way that equity can take cognisance of. The duties that are applicable to each resulting trustee will vary significantly, and are very ***fact-specific***. The duties owed by a resulting trustee to the settlor-beneficiary will, however, almost invariably be narrower than the duties owed by an express trustee in relation to the beneficiaries. [emphases in original]

162 In *Lim Ah Leh v Heng Fock Lin* [2018] SGHC 156 ("*Lim Ah Leh*"), Vinodh Coomaraswamy J considered that, in the light of *Tan Yock Koon*, he had to objectively assess whether the resulting trustee in that case had voluntarily assumed a duty to account for the assets found to be held on resulting trust

before the beneficiary would be entitled *prima facie* to an account (at [140] and [190]). On the facts of that case, a duty to account was found to have arisen.

163 Similarly, in *Ang Bee Yian v Ang Siew Fah* [2019] SGHC 178, where the defendant was found to hold a 25% share in a condominium unit on a resulting trust for the plaintiff, Ang Cheng Hock JC (as he then was) applied *Tan Yok Koon* in arriving at the conclusion that the parties' conduct showed that the defendant had voluntarily assumed a duty to account to the plaintiff for the expenses and rental associated with the property and to pay the net rental proceeds to the plaintiff (at [48]).

164 In the present case, I find that the evidence objectively bears out that the Mother had undertaken a duty to account to TOL for her receipt of his share of the Previous Rental.

165 First, I find that the Mother knew that TOL was beneficially entitled to a share of the Previous Rental:

(a) While the Mother had made the Cash Payment for the 30-Year Lease, she had also used the Coffeeshop rental to make repayment of the 1998 HLF Loan. The Mother must have known that the 30-Year Lease was not fully paid out of her own funds.

(b) The Mother also knew that TOL was a co-borrower of the 1998 HLF Loan used to partially finance the purchase of the 30-Year Lease. Regardless of the reason TOL became a co-borrower, he was jointly liable to HLF for the loan. I infer that the Mother knew TOL bore such joint liability, given that she herself had previously been a

co-borrower under the 1996 Goodwill Mansions Mortgage (see [12] above).

(c) I further infer that, being aware of both circumstances above, the Mother knew that TOL had some beneficial interest in the 30-Year Lease and an entitlement to a share of the Coffeeshop rental.

(d) The Mother's conduct supports this view of her knowledge. I find, consistent with TOL's evidence and Sally's contemporaneous and candid acknowledgments in Sally's 31 Dec 2021 Voice Message, that the Mother had told TOL that she was keeping Coffeeshop rental for him and that she was saving the money for lease renewal (see [144]–[146] above). The Mother would not have told TOL this and explained her plans for the money if she did not think he was entitled to a share of the Coffeeshop rental.

(e) The countervailing evidence cited by the Estate is unpersuasive:

(i) While I have found that there was no express agreement between the Mother and TOL, from the outset in 1997, that she would hold his share of the Coffeeshop rental for him (see [76]–[78] above), this does not negate the Mother subsequently becoming aware, following the circumstances in [(a)]–[(b)] above, that TOL had an entitlement to a share of the Coffeeshop rental paid by the tenant to her.[326]

(ii) By Poh Kim's own admission, the Mother's 2015 Letter should not be relied on (see [131] above). In the light of my

326 *Cf*, D1CS at para 21.

finding that the Mother made only the Cash Payment from her own funds, the Mother's statement in the Mother's 2015 Letter that she paid for the Coffeeshop with "money entirely from [her] personal savings" is minimally inaccurate. The Mother's other statement in the Mother's 2015 Letter that all the Coffeeshop rental belonged to her is a bare assertion. Given the questionable veracity of these statements, no meaningful adverse inference can or should be drawn from the fact that TOL did not challenge these statements at the material time.[327]

(iii) TOL's inaction in pursuing recovery of his share of the Previous Rental since 1998 and even after the Rental Splitting Agreement is neither here nor there where the Mother's (and Sally's) knowledge of his entitlement to a share of the Coffeeshop rental is concerned.[328] Such inaction evidently did not affect Sally's understanding as late as December 2021, as expressed in Sally's 31 Dec 2021 Voice Message, that the Mother held some part of the Previous Rental for TOL.

(iv) For completeness, I also place no weight on the Mother's statement in the 2019 Recording to the effect that the Coffeeshop rental money was hers,[329] given that this was a bare assertion and made at a time when the Mother was already displeased with TOL over the Rental Splitting Agreement.

---

327 *Cf*, D1CS at para 27.

328 *Cf*, D1CS at paras 30 and 31.

329 AB at p 687; Sally's D1 AEIC at para 67.

(f) On balance, therefore, I find it more likely than not that the Mother knew that TOL was beneficially entitled to a share of the Previous Rental.

166 Second, I find that the Mother had conducted herself *vis-à-vis* TOL in a manner which demonstrated a degree of responsibility for his share of the Previous Rental. One, I accept TOL's evidence that she gave him monthly sums of money (up to 2018) (see [128] above). I accept this is true because TOL has willingly undertaken to reduce his claim by $2,000 per month for the period that he had received moneys from the Mother (totalling $360,000).[330] There was no reason for the Mother to make such regular payments to TOL unless these came out of his share of the Previous Rental. Two, the Mother told TOL she was keeping Coffeeshop rental for him (see [165(d)] above). Three, the Mother gave some explanation to TOL of the purpose for which she was saving the Coffeeshop rental not paid to him (see [165(d)] above).

167 All these factors taken in the round lead me to conclude that, objectively, the Mother had undertaken a duty to account to TOL for her receipt of his share of the Previous Rental.

Basis of account

168 However, I do not think that TOL has basis to seek the taking of an account on a wilful default basis.[331]

---

330 TOL's AEIC at paras 32–33.

331 SOC1 at p 5, prayer (3) for relief against the 1st Defendant; CCS at para 127.

169 An account on a wilful default basis may be ordered if the beneficiary can show that the trustee has *failed to obtain* for the trust an asset which *would have been obtained* if the trustee's duties had been discharged; in such a case, the account will be surcharged – that is to say, the asset will be treated as if the trustee had performed his duty and obtained it for the benefit of the trust: *Cheong Soh Chin and others v Eng Chiet Shoong and others* [2019] 4 SLR 714 at [81]; *Sim Poh Ping v Winsta Holding Pte Ltd and another and other appeals* [2020] 1 SLR 1199 at [120].

170 The alleged acts of wilful default relied on by TOL are that the Estate has refused to account and refused to pay over TOL's moneys despite admitting he has moneys.[332] Here, TOL's objection to the Estate's conduct appears somewhat over-stated. After all, I have found that TOL is entitled to only a 37.65% share of the Previous Rental. In other words, the Estate did have some basis to resist TOL's claim for an account of and to be paid a *50% share* of the Previous Rental. It remained for the court to determine whether and for what the Estate was to account. Further and in any event, I do not think the alleged acts fall within the concept of wilful default. The case of *Meehan v Glazier Holdings Pty Ltd* [2002] 54 NSWLR 146 is instructive. There, the trustee had committed breaches of trust by failing to maintain adequate books and records, to prepare monthly management accounts and to maintain financial records for that purpose (at [66]). Giles JA stressed that "the underlying concept [of wilful default] is that through breach of trust the trustee has failed to obtain for the trust that which would have been obtained if the trustee's duties had been discharged" (at [65]). It "[did] not follow from the breaches [in question] that something was not received by the Trust or otherwise lost to it, on any

[332] CCS at para 127.

reasonable amplitude of the concept of wilful default" (at [66]). In my view, the same can be said of the alleged acts relied on by TOL.

Limitation

171 In its defence against TOL's claim for an account, the Estate relied on s 6(2) of the LA,[333] which provides that:

> An action for an account shall not be brought in respect of any matter which arose more than 6 years before the commencement of the action.

172 Section 6(7) of the LA further provides that:

> Subject to sections 22 and 32, this section shall apply to all claims for specific performance of a contract or for an injunction or for other equitable relief whether the same be founded upon any contract or tort or upon any trust or other ground in equity.

173 These provisions have been held to apply a six-year limitation period to a beneficiary's action against a resulting trustee for an account of administration unless the beneficiary can bring himself within one of the exceptions in s 22 of the LA: *Lim Ah Leh* at [163]–[167], [171]–[172], [174] and [189].

174 More specifically, s 22(1) of the LA provides that no period of limitation prescribed by the LA shall apply to an action by a beneficiary under a trust, being an action (a) in respect of any fraud or fraudulent breach of trust to which the trustee was a party or privy; or (b) to recover from the trustee trust property or the proceeds thereof in the possession of the trustee, or previously received by the trustee and converted to his use. Where a claim falls within an exception under s 22(1) and an account of the trust property is sought as part of the relief

---

[333] D1's D&CC4 at para (11); D1's Opening Statement at para 34; D1CS at paras 39 and 44.

for that claim, the six-year limitation period for seeking an account under s 6(2) will not apply: *Lim Ah Leh* at [189].

175 In the present case, OC 316 was commenced on 10 October 2022. As a preliminary, TOL had suggested in his opening statement that his action for an account was not time-barred as it arose only on 3 March 2022 when the Defendants allegedly breached their duty to account by way of their former solicitors issuing a letter "refus[ing] to provide an account".[334] This argument, which has not been repeated in TOL's closing submissions,[335] is incorrect. The cause of action for an account arises upon the trustee's receipt of the trust property and time under s 6(2) of the LA begins to run from such receipt (as opposed to from the date of a demand for an account): *Lim Ah Leh* at [175]–[176], citing *Ang Toon Teck v Ang Poon Sin* [1998] SGHC 67 at [65]–[67]. Thus, pursuant to s 6(2) of the LA, TOL would be limited to seeking an account of his share of the Previous Rental from 10 October 2016, unless the exceptions in s 22(1) apply.

176 TOL argued that (a) s 22(1)(*a*) of the LA applies because "this is an action in respect of a fraudulent breach of trust on the part of the Mother";[336] and (b) s 22(1)(*b*) applies because "this is an action to recover trust property in the hands of the trustees, or previously in their hands".[337] I accept that the exception under s 22(1)(*b*) is established. In my view, TOL's 37.65% share of the Previous Rental is either (in part or in whole) still in the Estate's hands

---

334 Claimant's Opening Statement at para 77; AB at pp 695–696.

335 CCS at para 121.

336 CCS at para 121.

337 CCS at para 121.

and/or has been converted (in part or in whole) to the Mother's use. In the circumstances of this case, I do not think a factual scenario where none of TOL's 37.65% share of the Previous Rental remains with the Estate, while at the same time, none of TOL's 37.65% share of the Previous Rental had previously been converted to the Mother's use, is realistic. In the light of my finding, it is unnecessary to address the exception under s 22(1)(*a*).

177 TOL further relied on s 26(2) of the LA, which provides that:

> Where any right of action has accrued to recover any debt or other liquidated pecuniary claim, or any claim to the personal estate of a deceased person or to any share or interest therein, and the person liable or accountable therefor acknowledges the claim or makes any payment in respect thereof, the right shall be deemed to have accrued on and not before the date of the acknowledgment or the last payment.

178 He argued that, in view of Sally's 31 Dec 2021 Voice Message, Sally, being the person liable or accountable for the Estate, "acknowledged a claim by TOL" that "Mother was holding monies for [him]". According to him, "[t]he limitation period therefore reset as of 31 December 2021".[338] However, s 26(2) of the LA is inapplicable because, under s 27(1), "[e]very such acknowledgment as is referred to in section 26 shall be in writing and signed by the person making the acknowledgment". Sally's 31 Dec 2021 Voice Message plainly does not meet the requirements of being in writing and signed by Sally.

179 Finally, TOL argued that "it appears now that section 29(1) of the Limitation Act is now triggered, as the cause of action was concealed by the

---

338 CCS at para 121.

Mother, or by Sally and [Poh Kim], allegedly her agents".[339] TOL appeared to be referring to s 29(1)(*b*) of the LA, which provides that:

> Where, in the case of any action for which a period of limitation is prescribed by this Act –
>
> …
>
> (*b*) the right of action is concealed by the fraud of [the defendant or his agent or of any person through whom he claims or his agent]; …
>
> …
>
> the period of limitation shall not begin to run until the claimant has discovered the fraud … or could with reasonable diligence have discovered it.

180 TOL appeared to be contending that he did not know until Sally's 31 Dec 2021 Voice Message that "the Mother had depleted the rental proceeds",[340] and that the limitation period should thus begin to run only from 31 December 2021.

181 This argument fails for two reasons. First, TOL has neither pleaded nor proven the alleged fraud of the Mother or the other Defendants by which his right of action was allegedly concealed. Second, TOL's position was that the Mother had always been holding his share of the Previous Rental for him. This means that on his own position, he had *and knew that he had* the right of action for an account from the time that the Mother received the Previous Rental. This right of action did not depend on whether the Mother had utilised the Previous Rental and it is irrelevant whether and/or when TOL allegedly found out about such utilisation. In short, there was no "conceal[ment]" of the relevant right of action for an account, much less fraudulent concealment of the same.

---

339 CCS at para 121.

340 CCS at paras 86–88.

182 For completeness, while the Estate alluded to the "extreme lateness of TOL's claim (brought 24 years late)" in its opening statement, the Estate also acknowledged that it had not pleaded the defence of laches,[341] and the Estate ultimately did not refer to laches in its closing submissions.

Section 73A of the CLPA

183 Section 73A of the Conveyancing and Law of Property Act 1886 (2020 Rev Ed) (the "CLPA") provides that:

> A joint tenant or tenant in common shall be liable to account to his co-owner for receiving more than his share or proportion of any rents or profits arising from the property.

184 TOL did not plead that his claim for an account was based on s 73A of the CLPA. After I inquired if s 73A would be applicable if TOL was found to be a co-owner of the 30-Year Lease, TOL submitted that s 73A imposed on the Estate a statutory duty to account and sought to also advance his action for an account based on s 73A.[342] TOL did not explain why he should be entitled to rely on s 73A without having pleaded it. Given my finding that the Mother owed (and the Estate owes) him an equitable duty to account for his share of the Previous Rental, it is unnecessary to address TOL's unpleaded claim under s 73A of the CLPA.

Conclusion

185 To conclude, I find that the Estate owes TOL an equitable duty to account for his share of the Previous Rental which is not subject to any time-bar.

---

341 D1's Opening Statement at paras 35–37.

342 CCS at paras 20, 22–23 and 91–92.

I thus order the Estate to account to TOL for the Previous Rental from 1 October 1998 to 30 June 2018, and to pay to TOL his net 37.65% share of the Previous Rental for this period (after permissible deductions, including for reasonable expenses in respect of the 30-Year Lease, the Coffeeshop and the Coffeeshop rental).[343] In connection with the deductions, I highlight that (a) as I have found, a portion of the Previous Rental was expended on repaying the 1998 HLF Loan, and (b) TOL has undertaken to reduce his claim by $2,000 per month for the period that he had received moneys from the Mother (totalling $360,000).[344]

TOL's claims against Sally (in her personal capacity) and Poh Kim

186 TOL pleaded that Sally and Poh Kim personally owed him fiduciary duties when they held the Mother's moneys in the Sally-Poh Kim Maybank Joint Account on her behalf (see [37] above).[345] He seeks, *inter alia*, an account from them of his share of the Previous Rental and payment over of sums found due upon the taking of the account.[346] At an oral hearing subsequent to the filing of closing submissions, TOL's counsel clarified that he was relying on the test in *Tan Yok Koon* for determining whether fiduciary obligations had been undertaken.[347]

187 In *Tan Yok Koon*, the Court of Appeal explained that a person undertakes fiduciary obligations where he places himself in a position where the law can objectively impute an intention on his part to undertake those obligations (at

---

343 See also Claimant's Opening Statement at para 5.

344 TOL's AEIC at paras 32–33.

345 SOC1 at para 18.

346 SOC1 at pp 6–7, prayer (5) for relief against the 2nd Defendant and prayer (4) for relief against the 3rd Defendant.

347 Certified transcript of hearing on 23 May 2025 at pp 1–2.

[194]). In the present case, Sally and Poh Kim began to assist the Mother with the handling of her finances from around 28 August 2015, after the Mother-Sally-Poh Kim OCBC Joint Account was opened. The Coffeeshop rental was deposited into the Mother-Sally-Poh Kim OCBC Joint Account and Sally knew this (see [32]–[33] above). In early 2020, with the Mother's concurrence, the Mother-Sally-Poh Kim OCBC Joint Account was closed and the moneys therein transferred to the Sally-Poh Kim Maybank Joint Account (see [37] above). The relevant inquiry is thus whether, from around August 2015 when Sally and Poh Kim began assisting the Mother to operate these accounts, they had voluntarily undertaken a fiduciary duty to account to TOL for his share of the Previous Rental received by the Mother. To avoid doubt, there is no allegation that Sally and Poh Kim treated the moneys in these accounts as their personal funds or misappropriated any moneys for themselves. Sally and Poh Kim have consistently explained that they operated these accounts for the Mother and held the moneys in these accounts for the Mother. This was not disputed or proven otherwise.

188 TOL argued that Sally and Poh Kim had undertaken fiduciary obligations to him because they knew that part of the Coffeeshop rental being paid to the Mother was his and had voluntarily taken over control of the Mother's financial affairs, including her holding the Previous Rental belonging to TOL.[348]

189 As against Sally, TOL relied on two pieces of evidence as showing her knowledge. The first is the WhatsApp conversation between Sally and TOL on 23 and 24 July 2018, which led to the Rental Splitting Agreement. TOL argued

---

348 CCS at para 25.

that Sally acknowledged TOL's share of the Previous Rental (a) when she told him to discuss with the Mother if he asked for anything else and (b) when she explained that the rental income which IRAS asked TOL to report had not been undeclared in that the Mother had declared the full sum of the Coffeeshop rental to IRAS.[349] I have explained at [137] above why I do not think these messages show Sally acknowledging that TOL had a share in the Previous Rental. In brief, the first remark was innocuous and the import of the second remark was simply that the Mother had always declared 100% of the Coffeeshop rental to IRAS.

190 The second piece of evidence is Sally's 31 Dec 2021 Voice Message.[350] Here, I have found that Sally was referring to the Previous Rental and to the Mother holding some of that money for TOL (see [146] above). While it was not flushed out how Sally came to know that some of the Previous Rental paid to the Mother belonged to TOL, it cannot be gainsaid that Sally's 31 Dec 2021 Voice Message shows that Sally had such knowledge. Her strenuous refusal in cross-examination to concede that she was referring to the Previous Rental in Sally's 31 Dec 2021 Voice Message was not to her credit, and I further infer from her evasive stance that she knew of TOL's entitlement to a share of the Previous Rental at the material time (*ie*, from August 2015 when she began operating the Mother-Sally-Poh Kim OCBC Joint Account) and was thus keen to conceal that knowledge.

191 Given that Sally (a) knew as at August 2015 that TOL was entitled to a share of the Coffeeshop rental received by the Mother, (b) knew that the Coffeeshop rental was paid into the Mother-Sally-Poh Kim OCBC Joint

---

349 CCS at para 81.

350 CCS at paras 111 and 112.

Account after it was opened in August 2015, and (c) was prepared in those circumstances to assist the Mother in controlling and operating the Mother-Sally-Poh Kim OCBC Joint Account, I find that Sally had voluntarily placed herself in a position where the law would objectively impute to her an intention to undertake a duty to account to TOL for his share of the Previous Rental paid into the Mother-Sally-Poh Kim OCBC Joint Account from August 2015 onwards. However, for similar reasons set out at [168]–[170] above, I disagree with TOL's submission that Sally's account should be rendered on a wilful default basis.[351]

192 I would therefore order that Sally account to TOL for the Previous Rental paid into the Mother-Sally-Poh Kim OCBC Joint Account from August 2015 up to 30 June 2018 (after which the Rental Splitting Agreement took effect) and to pay to TOL his net 37.65% share of the Previous Rental for this period (after permissible deductions, including for reasonable expenses in respect of the 30-Year Lease, the Coffeeshop and the Coffeeshop rental). In practical terms, this account will overlap with the account to be provided by the Estate, and there should be no double recovery in the moneys paid over to TOL on the taking of the accounts.

193 Turning to the state of Poh Kim's knowledge:

(a) TOL's case was primarily based on speculation that "[Poh Kim] by her close association with Sally and constant interaction must have known"[352] and "it [was] inconceivable that Sally would not tell [Poh

---

351 *Cf*, CCS at para 131.

352 CCS at para 14.

Kim] things".[353] I do not think such speculation suffices to establish any specific knowledge on Poh Kim's part.

(b) TOL also argued that Poh Kim must have known that TOL was a legal owner of the Coffeeshop and had no basis to think the Previous Rental did not belong to him.[354] However, it is unclear why this factor should have led Poh Kim to the knowledge that TOL was beneficially entitled to a share of the Coffeeshop rental when, in fact, TOL's beneficial ownership in the 30-Year Lease and entitlement to a share in the Coffeeshop rental arises on a resulting trust analysis and not according to his registered interest in the 30-Year Lease.

(c) I add that it was not put to Poh Kim in cross-examination that she shared the knowledge or position expressed by Sally in Sally's 31 Dec 2021 Voice Message. It was not established how Sally came to know of the matters expressed in Sally's 31 Dec 2021 Voice Message and it thus cannot be assumed that Poh Kim would have a similar basis for such knowledge.

(d) I also accept Poh Kim's evidence that, in the second half of 2015, TOL was present at family gatherings at which it was expressly mentioned that Sally and Poh Kim had begun handling the Mother's finances for her. TOL did not indicate to Poh Kim that any part of the Coffeeshop rental belonged to and should be preserved for him.[355] In these circumstances, Poh Kim would not have received the impression

353 CCS at para 113.

354 CCS at para 114.

355 Poh Kim's D3 AEIC at paras 11–12.

that he had a share in the Coffeeshop rental being paid into the Mother-Sally-Poh Kim OCBC Joint Account.

194 On balance, therefore, I find that TOL has not discharged his burden of proving that Poh Kim knew that TOL was entitled to a share in the Coffeeshop rental paid into the Mother-Sally-Poh Kim OCBC Joint Account. There is correspondingly no basis to conclude that, by assisting the Mother with the operation of the Mother-Sally-Poh Kim OCBC Joint Account, Poh Kim had voluntarily placed herself in a position where the law should objectively impute to her an intention to undertake a fiduciary duty to account to TOL for the Previous Rental paid into the Mother-Sally-Poh Kim OCBC Joint Account. Given my finding, it is unnecessary to address the defences of acquiescence and laches raised by Poh Kim.

195 I touch briefly on the remaining reliefs sought by TOL against Sally and Poh Kim, all of which I do not grant.

196 TOL seeks a declaration that Sally and Poh Kim hold *the Mother's share* of the Coffeeshop rental from July 2018 onwards on trust for the Estate.[356] TOL has no standing to seek such a declaration which concerns a matter between Sally, Poh Kim and the Estate. In any event, the declaration is unnecessary because Sally and Poh Kim maintain that they were managing and holding the Mother's moneys on her behalf; they have not laid any personal claim to the moneys in the Sally-Poh Kim Maybank Joint Account.

---

[356] CCS at para 128; SOC1 at pp 5–6, prayers (1) for relief against the 2nd and 3rd Defendants.

197 TOL also seeks, in the alternative to the above declaration, a declaration that Sally and Poh Kim hold *the Mother's share* of the Coffeeshop rental from July 2018 onwards on trust for TOL.[357] I do not see the legal basis for this relief.

198 TOL further seeks an order that Sally and Poh Kim "procure" the delivery up of his share of the Previous Rental,[358] and an order that Sally "procure" the Estate to provide him an account of his share of the Previous Rental.[359] I decline to make these orders. I have already made orders against the Estate for an account and payment over to TOL of sums found due on the taking of the account. Nothing suggests that the Estate will not comply with my orders. For completeness, while TOL had made reference to the *Vandepitte* procedure in his opening statement (which was wholly unpleaded), he abandoned any further reference to this in his closing submissions. In any event, there is nothing to suggest that Sally and Poh Kim will act in a manner that will prevent the Estate from complying with my orders against the Estate.

Conclusion

199 Arising from my findings, I make the following declarations:

(a) The Mother and TOL held the beneficial interest in the 30-Year Lease in the ratio of 62.35:37.65 from 1 August 1998 to 30 June 2018.

---

357 CCS at para 129; SOC1 at pp 5–6, prayers (2) for relief against the 2nd and 3rd Defendants.

358 CCS at para 130; SOC1 at pp 5–6, prayers (3) for relief against the 2nd and 3rd Defendants

359 CCS at para 132; SOC1 at p 6, prayer (4) for relief against the 2nd and 3rd Defendants.

(b) From 1 July 2018 onwards, the Mother and TOL held (and the Estate and TOL hold) the beneficial interest in the 30-Year Lease in equal shares.

(c) The Mother held (and the Estate holds) a 37.65% share of the Previous Rental on trust for TOL.

200 I also make the following orders:

(a) The Estate shall account to TOL for the Previous Rental from 1 October 1998 to 30 June 2018, and pay to TOL his net 37.65% share of the same (after permissible deductions, including for reasonable expenses in respect of the 30-Year Lease, the Coffeeshop and the Coffeeshop rental).

(b) Sally shall account to TOL for the Previous Rental paid into the Mother-Sally-Poh Kim OCBC Joint Account from August 2015 to 30 June 2018, and pay to TOL his net 37.65% share of the same (after permissible deductions, including for reasonable expenses in respect of the 30-Year Lease, the Coffeeshop and the Coffeeshop rental).

(c) There shall be no double recovery by TOL in respect of the moneys paid over to him on the taking of the accounts by the Estate and Sally.

(d) All other reliefs sought by TOL against Sally (in her personal capacity) are denied.

(e) TOL's claims against Poh Kim are dismissed.

(f) Save to the extent set out at [199(a)] above, the Estate's counterclaims are dismissed.

201 I will hear the parties on costs.

Kristy Tan
Judicial Commissioner

Balasubramaniam Ernest Yogarajah (Unilegal LLC) and Yao Qinzhe (Bian Legal Group LLC) for the claimant and defendant-in-counterclaim;
Doris Chia Ming Lai and Grace Sim (Premier Law LLC) for the first defendant and claimant-in-counterclaim;
Qua Bi Qi, Nichol Yeo and Andrew Ong (Nine Yards Chambers LLC) for the second defendant;
Goh Hui Hua (Covenant Chambers LLC) for the third defendant.