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

[2025] SGHC 126

Originating Claim No 867 of 2023

Between

(1) Lee Say Yng

… *Claimant*

And

(1) Lee Cheng Mui

… *Defendant*

JUDGMENT

[Civil Procedure — No case to answer]
[Land — Interest in land — Tenancy in common — Ouster]
[Tort — Trespass — Land]

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Lee Say Yng
v
Lee Cheng Mui

[2025] SGHC 126

General Division of the High Court — Originating Claim No 867 of 2023
Alex Wong JC
12–13 December 2024, 2–3, 6–8 January, 14 April 2025

02 July 2025 Judgment reserved.

Alex Wong JC:

Introduction

1 The claimant and the defendant are siblings and were co-owners of a property at the heart of this dispute. The claimant had lived abroad in Australia for many years. The defendant resided in the property throughout that time. The genesis of this claim arose when the claimant moved back to Singapore. At the core of his case, the claimant alleges that the defendant excluded him from the property and thus committed trespass by ouster.

2 As with most arguments between family members, the periphery of the dispute presented a more complex history of accusations, disagreements and character clashes. Whilst this history provided some relevant background to the dispute, I question their relevance to the core issues in this case.

3 Unlike most commercial decisions, family decisions tend to be made for reasons that do not have a logical commercial objective, and they are seldom made in anticipation of a dispute many years later. When those disputes occur, parties in a family dispute try to shoehorn decisions made many years ago into a legal matrix that was not considered at the time. It is seldom a good fit. That is why the court is not always best placed to resolve family disputes. The court makes decisions based on narrow issues of law and the facts specific to those issues. The court cannot resolve the years and sometimes decades worth of baggage between family members.

4 The trial of this claim spanned the holiday season of 2024/2025. During the break in proceedings over the holiday period, I asked parties to attempt an amicable resolution of their dispute. They declined to do so. My decision and its reasons are set out below.

Facts

The parties

5 The claimant, Lee Say Yng, is the co-owner of the property at the centre of this dispute (the "Property"). The defendant, Lee Cheng Mui, is his older sister, and the other co-owner of the Property. They were tenants-in-common in equal shares.[1]

6 The other Lee family members who are relevant to this case are as follows:

[1] Lee Say Yng's First Affidavit of Evidence-in-Chief ("LSY") at para 4.

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(a) their late father, Lee Thian Sin ("Father"), who was a Malaysian citizen;

(b) their late mother, Tuan Swee Eng ("Mother"), who was a Malaysian citizen; and

(c) their third brother, Lee Sea Kian ("Third Brother"), who is a Malaysian citizen. He resides in Singapore and was also one of the claimant's witnesses at trial.

7 The Property is a two-storey semi-detached house that served as the Lee family home. The layout of the second storey of the Property is replicated below (being the right-side of the plan view of the entire detached structure) from an exhibit produced by the defendant during the trial and marked as Exhibit D4. While Exhibit D4 below has been edited to make the layout and room numbers clearer, no substantive changes have been made.

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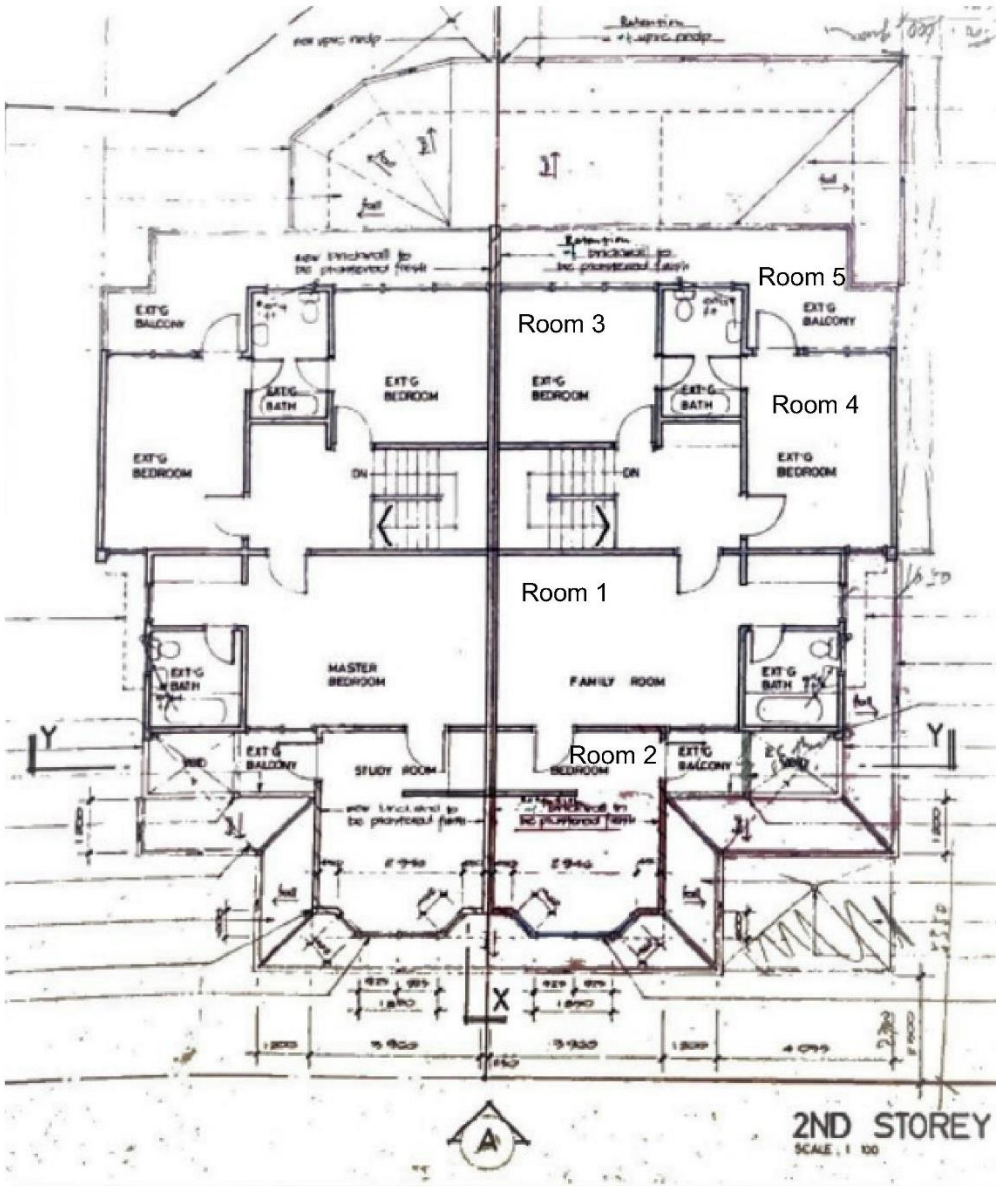

8 As I will note below at [29], the defendant has submitted that she has no case to answer. The claimant thus questions if any of the exhibits (including Exhibit D4) should be admitted into evidence.[2]

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2 Claimant's Written Submissions ("CWS") at para 26.

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9 Exhibit D4 was used, almost exclusively, during the trial when the witnesses testified on the layout of the Property and the bedrooms in which they resided over time. The claimant freely referred to Exhibit D4 during cross-examination, and did not dispute that it represented an objective view of the Property's layout.[3] Exhibit D4 was also derived from a similar layout diagram in the Agreed Bundle of Documents[4] but Exhibit D4 had room numbers marked into it for easy reference. That being the case, I do not see how admitting Exhibit D4 into evidence would result in any prejudice to the claimant. Furthermore, Exhibit D4 is necessary for understanding the witnesses' testimony regarding the layout of the Property and the rooms in which its inhabitants resided. I thus see no reason to discount the use of Exhibit D4 as evidence in this case and the references to room numbers in this judgment shall refer to the room numbers marked in Exhibit D4.

Background to the dispute

10 The Property was purchased in the names of the parties' grandmother ("Grandmother") and the claimant on 2 October 1974.[5] They held the Property as joint tenants.

11 On 15 May 1997, Grandmother died, and by reason of survivorship, the claimant became the sole registered owner of the Property.[6]

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3 See, *eg*, Notes of Evidence ("NE") dated 2 January 2025 at p 20 line 32 and p 21 lines 1–5.

4 Agreed Bundle of Documents at p 1283.

5 Agreed Chronology of Key Events ("ACKE") at S/N 1.

6 ACKE at S/N 3.

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12 On 5 January 2009, at the request of Father, the claimant executed a transfer of a half-share of the Property to the defendant.[7] Upon the registration of said transfer with the Singapore Land Authority on 13 January 2009, they became co-owners as tenants in common.[8]

13 During the period from October 1974 to June 2010, various members of the Lee family lived in the Property.[9] After the 1990s, as the claimant resided in Australia, he did not live in the Property, but, according to him, during the times he returned to Singapore to visit their parents, he would stay in Room 3.[10]

14 In June 2010, Third Brother, along with his wife and children, moved out of the Property after having lived in the Property (in Rooms 4 and 5) from December 1989.[11] After that point, only the defendant and Mother lived in the Property. The defendant stayed in Room 4, and Mother stayed in Room 1.[12]

15 Between 2017 and 2023, disputes arose between the claimant and the defendant in relation to the Property.[13]

16 In 2017, the claimant sought to move back into the Property. In particular, he wanted to move into Room 3. Disputes between the claimant and

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7 ACKE at S/N 4.

8 ACKE at S/N 5.

9 ACKE at S/N 2.

10 Cheng Pik Shan Peggy's Affidavit of Evidence-In-Chief ("CPS") at para 5.

11 ACKE at S/N 7; NE dated 7 January 2025 at p 73 lines 26–30; CPS at para 5.

12 CPS at para 5.

13 ACKE at S/N 8.

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the defendant arose regarding the defendant's belongings having been left in the cabinets in Room 3.[14]

17 On 20 January 2018, during a meeting at the Property to discuss this matter, the defendant called the police to the Property.[15] It is disputed as to why the police was called.

18 In the meantime, the claimant had entered into a two-year lease for a two-bedroom apartment at Corals @ Keppel Bay ("Corals") in November 2017.[16] The claimant then moved to a different two-bedroom unit at Corals in November 2019.[17]

19 On 17 May 2020, Mother passed away.[18]

20 In late 2021, as the claimant's lease was coming to an end, he once again raised the thought of moving back into the Property. On 14 August 2021, he informed the defendant that he would be moving into the Property after his lease ended in November, and suggested several renovations that he wanted to have implemented. According to the claimant, the defendant refused to let him move in.[19]

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14 Amended Statement of Claim ("ASOC") at para 8.

15 ACKE at S/N 9.

16 ASOC at para 14 and LSY at p 313.

17 ASOC at para 14 and LSY at p 322.

18 ACKE at S/N 10.

19 LSY at para 20 and p 35.

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21 On 1 September 2021, the claimant renewed his lease for his apartment at Corals for another year, from November 2021 to November 2022.[20] On 16 October 2022, the claimant renewed his lease again, for another two years from November 2022 to November 2024.[21]

22 On 10 August 2023, the defendant applied to court for an order to sell the Property.[22] The claimant opposed this application on the basis that he wanted to keep the Property as the Lee family home.[23]

23 On 19 January 2024, I ordered the Property to be valued and sold, subject to the claimant being given the right of first refusal to purchase the defendant's 50% share in the Property.[24]

24 On 13 March 2024, the Property was valued at $6.5 million pursuant to a valuation exercise carried out by a valuer that was jointly appointed by the parties.[25]

25 On 5 April 2024, the claimant informed the defendant that he would not be exercising his right of first refusal as he did not have the funds to do so.[26]

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20 LSY at p 332.

21 LSY at p 333.

22 ACKE at S/N 11.

23 ACKE at S/N 12 and Core Bundle dated 27 November 2024 ("CB") at p 684 para 61.

24 ACKE at S/N 14.

25 ACKE at S/N 16.

26 CB at p 765.

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26 On 9 April 2024, the claimant once again requested to move into the Property. According to the claimant, the defendant refused the request.[27]

27 As the claimant did not exercise his right of first refusal, the Property was subsequently sold for $6.5 million on 1 November 2024.[28] The parties have each received their share of the proceeds of sale.[29]

The parties' cases

28 The claimant's case is that he is the victim of trespass by ouster. His claim against the defendant is for rental expenses that he incurred as a result of the defendant ousting him from the Property.[30] Alternatively, he seeks the loss of the rental value of his half share of the Property, along with further damages for the inconvenience he suffered and the loss of his ability to spend time with his aged mother before her demise.[31] He also seeks a declaration that he was entitled to enter into possession of the Property, as well as an order that the defendant be restrained from preventing him from entering into the Property.[32]

29 The defendant submits that the claimant has presented no case to answer.[33] She also argues that the claimant's case should be struck out for an abuse of process.[34]

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27 ASOC at para 11.

28 ACKE at S/N 17.

29 ACKE at S/N 19.

30 ASOC at para 14.

31 ASOC at para 15.

32 ASOC at p 4.

33 Defendant's Written Submissions ("DWS") at para 16.

34 DWS at para 49.

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Issues for determination

30 The parties have raised many issues, but they can be grouped into four broad categories:

(a) whether the claim for trespass by ouster is barred by the equitable doctrine of laches;

(b) whether the defendant has committed trespass by ouster;

(c) whether the claimant's action should be struck out for an abuse of process; and

(d) if trespass by ouster is made out, whether the claimant is entitled to the damages claimed.

31 The claimant also alleges in his Statement of Claim that the transfer of the half-share in the Property to the defendant was subject to two conditions, and that the defendant had breached those conditions.[35] However, he did not make any submissions (written or oral) on this issue. He also failed to put forward any argument as to how this issue relates to his claim for trespass by ouster. I do not see the relevance of this issue to the claim and surmise that it is part of the background put forward by the parties (see above at [2]) rather than a live issue requiring resolution.

Implications of defendant submitting no case to answer

32 The defendant submitted that there was no case to answer at the end of the claimant's case. That being the case and as a preliminary matter, I will firstly consider the impact of this submission.

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[35] ASOC at paras 5–6.

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33 A defendant who makes a submission of "no case to answer" must undertake not to call evidence. The rationale underlying this requirement is twofold: (a) it is inappropriate for a judge to make *any* ruling on the evidence until it has been completely presented; and (b) it avoids the prospect of the evidence being supplemented depending on the outcome of the court's evaluation of the plaintiff's case, as well as the expense and inconvenience that would arise from possibly having to recall witnesses in such circumstances (*Ho Yew Kong v Sakae Holdings Ltd and other appeals and other matters* [2018] 2 SLR 333 ("*Ho Yew Kong*") at [70]).

34 Accordingly, the affidavit of evidence-in-chief ("AEIC") adduced by the defendant, and the documents exhibited therein, would be expunged from the record of evidence (*Mustaq Ahmad (alias Mushtaq Ahmad s/o Mustafa) and another v Ayaz Ahmed and others and other appeals* [2024] 1 SLR 1016 at [92]). This is also the consequence flowing from the defendant's failure to attend trial for cross-examination, as prescribed by O 15 r 16(3) of the Rules of Court 2021 ("ROC 2021") (the successor to O 38 r 2(1) of the Rules of Court (2014 Rev Ed)), which states that "[a]n affidavit of evidence-in-chief may not be used if the maker does not attend Court for cross-examination, unless the parties otherwise agree".

35 In this regard, I note that the documents exhibited in the defendant's AEIC would necessarily be expunged along with the AEIC itself. However, the claimant cites liberally from the record of WhatsApp messages adduced by the defendant in his own written submissions. The claimant also does not raise any objections to the defendant referencing such messages in her written submissions. These WhatsApp messages are also included in the Agreed Bundle

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of Documents produced by the parties.[36] For the above reasons, I will take it that the parties agree that the record of WhatsApp messages exhibited in the defendant's AEIC may still be used, as is allowed by O 15 r 16(3) of the ROC 2021.

36 The claimant does not dispute that I can still consider the defendant's pleadings even though a submission of no case to answer had been made.[37] I agree. Kannan Ramesh J (as he then was) in *Tendcare Medical Group Holdings Pte Ltd (formerly known as Tian Jian Hua Xia Medical Group Holdings Pte Ltd) (in judicial management) and another v Gong Ruizhong and others* [2021] SGHC 80 considered the situation where the defendant simply did not turn up for trial to be cross-examined – the consequence was that none of the evidence in the affidavits he had filed may be considered and *his pleaded case* would stand or fall on the evidence already admitted (at [76]). I see no reason why the same principle should not apply in this case. Moreover, pleadings should not contain evidential material: *Wong Leng Si Rachel v Wu Su Han Olivia* [2022] SGHC 151 at [8]; see also O 6 r 7(3) of the ROC 2021 and paragraph 10(a) of Form 13 of the Supreme Court Practice Directions 2021. As such, the Defence remaining in the record does not go against the defendant's undertaking not to call evidence.

37 The parties also make submissions on how I should evaluate the claimant's case in the absence of evidence from the defendant. Parties agree that the claimant needs to fulfil its burden of proving its case on a balance of probabilities by establishing a *prima facie* case on each of the relevant facts in issue (*Vibrant Group Limited v Tong Chi Ho & 2 Ors* [2025] SGHC 14

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36 Agreed Bundle of Documents at pp 564–1048.

37 NE dated 14 April 2025 at p 8.

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("*Vibrant Group Limited*") at [35]; *Ma Hongjin v SCP Holdings Pte Ltd* [2021] 1 SLR 304 ("*Ma Hongjin*") at [33]).[38]

38 As the defendant is unable to adduce any evidence to either disprove or weaken the claimant's position, the court will assume that any evidence led by the claimant is true, unless it is inherently incredible or out of common sense. Where the claimant relies on circumstantial evidence, the desired inference only needs to be one of the possible inferences. In general, the claimant's evidence is subjected to a minimal evaluation as opposed to a maximal evaluation (*Vibrant Group Limited* at [36]; *Ma Hongjin* at [32]).

39 Parties are also agreed that I can make my own findings on the documentary evidence in the form of WhatsApp messages.[39] In this regard, I note Woo Bih Li J's (as he then was) guidance in *Smile Inc Dental Surgeons Pte Ltd v Lui Andrew Stewart* [2011] SGHC 266 at [34]–[35] ("*Smile Dental*") (affirmed on appeal in *Smile Inc Dental Surgeons Pte Ltd v Lui Andrew Stewart* [2012] 4 SLR 308 at [14]; and cited by the Appellate Division in *Mustaq Ahmad* at [93]):

> 34 As mentioned above, Dr Lui elected to make a submission of no case to answer and not to call any evidence at the close of the case for Smile. This was on 26 September 2011. The principles governing the effect of such a submission are well-established and can be summarised as follows:
>
> > (a) The result of an election by Dr Lui to make a submission of no case to answer is that the court is left with only Smile's version of the story. If there is some *prima facie* evidence (*ie*, evidence which is not unsatisfactory and not unreliable) that supports the essential elements of Smile's claim, the court should accept such evidence: see *Bansal Hemant Govindprasad*

38 CWS at para 33; DWS at para 18.

39 NE dated 14 April 2025 at pp 4, 8 and 16–17.

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> *and another v Central Bank of India* [2003] 2 SLR(R) 33 ("*Govindprasad*") at [10], [11] and [16].
>
> (b) Even if there is some *prima facie* evidence that supports the essential elements of Smile's claim (*ie*, if limb (a) has been satisfied), the court must still consider whether that claim has been established *in law*: see *Govindprasad* at [11].
>
> 35 I should elaborate that Dr Lui's election did not mean that I was obliged to accept every allegation by Smile. For example, if Dr Tan gave evidence on a disputed conversation between Dr Lui and himself, then in the absence of evidence from Dr Lui, I should accept Dr Tan's evidence unless his evidence was itself unsatisfactory or unreliable. The disputed conversation would be a matter within the personal knowledge of Dr Tan and Dr Lui. However, if Dr Tan gave evidence on an allegation pertaining to his own intention which was not disclosed to Dr Lui, then the absence of evidence from Dr Lui on this point was neutral since he would have had no personal knowledge of that intention. In a third example, if Dr Tan gave his personal opinion on what a provision in the Contract meant, the absence of any opinion by way of evidence from Dr Lui was again neutral. Dr Tan's opinion would not be an expert opinion. Dr Lui would still be entitled to advance his case on the interpretation of that provision through submissions from his counsel.
>
> [emphasis in original]

40 While the interpretation of the WhatsApp messages (exhibited in the defendant's AEIC) would appear at first blush to be similar to the first scenario in *Smile Dental*, in my judgment, this interpretation exercise is in fact more analogous to the third scenario of *Smile Dental*. This is because the present case involves interpreting a series of written messages by a *factual* witness, which contents are undisputed (as how the third scenario in *Smile Dental* involved interpreting the undisputed written terms of a contract by a factual witness), instead of testifying on whether a disputed oral conversation had taken place and the contents of said conversation (as envisioned in the first scenario in *Smile Dental*). The claimant's interpretation of the written messages is not definitive (much like the factual witness' evidence regarding the written terms of a

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contract in *Smile Dental*). The defendant would still be entitled to advance her case on the interpretation of her WhatsApp messages, with the caveat that any such interpretation would have to be supported by the plain meaning of the messages or other admitted evidence.

The defence of laches

41 The defendant argues that the claimant's trespass by ouster claim is barred by the equitable doctrine of laches. This is because the claimant has not shown he was the beneficial owner of the Property. According to the defendant, this means his interest is equitable and hence the equitable doctrine of laches applies.[40]

42 This argument by the defendant appears to be inherently contradictory. On the one hand, she denies that the claimant has beneficial interest in the Property, and argues that he holds it on trust for Father.[41] On the other hand, she argues that the claimant's case is one in equity, such that it is barred by laches.[42] This cannot be the case – if the claimant does not have a beneficial interest in the Property, he cannot mount a claim in equity.

43 While the defendant later argues that that the claimant's beneficial interest in the property "was only as one of several persons with a beneficial interest in that trust, that is, the right of family members to stay at the Property",[43] it is unclear how a right to stay at the Property would result in a beneficial interest in the Property. The defendant has also failed to cite any

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40 DWS at para 81.

41 DWS at paras 76–77.

42 DWS at para 81.

43 DWS at para 78.

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authorities for such a proposition. As such, it is a significant and unjustified leap for the defendant to move from the claimant's alleged interest in occupying the property to claiming he is "one of the beneficiaries in the trust of the half share", which implies that he *beneficially owns* a share in the Property.[44]

44 The basis for equitable intervention by way of laches is founded in unconscionability. A claimant will be barred by laches from pursuing his claim where there has been a substantial delay in bringing the claim and it would be practically unjust to give a remedy either because there is conduct equivalent to a waiver or the conduct and neglect has put the other party in a situation in which it would not be reasonable to allow the claim: *Salaya Kalairani (legal representative of the estate of Tey Siew Choon, deceased) and another v Appangam Govindhasamy (legal representative of the estate of T Govindasamy, deceased) and others and another appeal* [2023] SGHC(A) 40 ("*Salaya Kalairani*") at [85]).

45 Importantly, laches can only be used as a defence against a claim for equitable relief (*Salaya Kalairani* at [52], citing *Tan Yong San v Neo Kok Eng* [2011] SGHC 30 at [114]).

The defendant has not demonstrated that the claimant has no beneficial ownership of the Property

46 The defendant argues that the claimant has not proven that he is the beneficial owner of his half-share of the Property. In her Defence, the defendant has not admitted that the claimant is or was at any time a beneficial owner of the Property and has put him to strict proof thereof. According to the defendant, since the claimant has not put forward any evidence to address this issue, the

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44 DWS at para 81.

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claimant has failed to discharge his burden of proof to show that the extent of his beneficial ownership of the Property is the same as his legal ownership.[45]

47 Further, the defendant claims that the available evidence "in fact points to the Claimant's legal ownership of the Property being in relation to a constructive or other form of implied trust of the Property, with Father having a power to appoint legal/beneficial owners of any share in the Property, and the Claimant's legal ownership being to allow members of Father's family (including himself) to stay in the Property when they needed or wanted to".[46]

48 The claimant cites the case of *Tay Jui Chian v Koh Joo Ann (alias Koh Choon Teck) and other appeals* [2010] 4 SLR 1069 ("*Tay Jui Chuan*") for the proposition that the claimant, as the registered owner of a half share of the Property, has good title against the whole world unless it is proved otherwise (at [24]).[47] He has indefeasible title to the Property by virtue of s 46(1) of the Land Titles Act 1993 (2020 Rev Ed) ("LTA"), subject only to the overriding interests therein and the claims set out in s 46(2) (the relevant subsection being s 46(2)(*c*), which relates to enforcing the provisions of a trust against a proprietor who is a trustee). Following *Tay Jui Chuan*, anyone who claims an interest in the Property adverse to that of the claimant must prove that claim. However, "in this case there is absolutely no evidence that there are any adverse claimants".[48] That being the case, the defendant's suggestion that the claimant

45 DWS at para 77.

46 DWS at para 76.

47 CWS at para 7.

48 CWS at para 8.

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is required to prove his beneficial interest in his half share of the Property is erroneous.[49]

49 Further, the claimant notes that any trust over the Property held by the claimant on behalf of their parents and siblings, who were Malaysians, would be illegal pursuant to the Residential Property Act 1976 (2020 Rev Ed) and thus would be of no legal effect: *Chee Yin Meh v Ong Kian Guan and others* [2023] 2 SLR 495; *Chi Liung Holdings Sdn Bhd v Attorney-General* [1994] 2 SLR(R) 314.[50]

50 Finally, the claimant also points to the fact that Father had to ask the claimant if he was willing to transfer the half share in the Property to the defendant. According to the claimant, this is evidence that the claimant has full legal and equitable ownership of his share of the Property. It was not the case that Father could command the claimant to make the transfer, as would be the case if the claimant was truly holding the Property on trust for Father.[51]

51 I agree with the claimant. The Court of Appeal in *Tay Jui Chuan* was very clear that if a party is alleging that the registered owner of a property does not have beneficial ownership of the property, it is on them, and not the owner, to prove it. If the defendant is claiming that the claimant holds the Property on trust for his father, the burden is on the defendant, not the claimant, to prove her case.

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49 CWS at para 8.

50 CWS at para 9.

51 NE dated 14 April 2025 at p 23.

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52 In any event, I also agree with the claimant that Father would not have had to ask the claimant for his consent to transfer a half share of the Property to the defendant if the claimant had no beneficial interest in the Property (above at [50]).

The action is not barred by the equitable doctrine of laches

53 As the defendant has not put forward any evidence, she has not proven that the claimant holds his share of the Property on trust or that the claimant's interest in the Property is an equitable interest.

54 The doctrine of laches applies only to equitable claims (see above at [45]). The defendant has not proven that the claimant's interest in the Property is merely equitable. The claim for trespass by ouster in this case is thus a common law claim arising out of a legal right to a half-share of the Property. The doctrine of laches does not operate to bar it.

Whether the claimant was ousted from the Property

The applicable law

55 Tenants-in-common have unity of possession – their occupation is undivided (*Jack Chia-MPH Ltd v Malayan Credit Ltd* [1983-1984] SLR(R) 420 at [11]). Thus, each co-tenant is entitled to the use and occupation of the whole of the land. It follows that it is wrong in law for any tenant-in-common to oust co-tenants by taking possession of the property exclusively, excluding them from deriving benefit from it, including by their co-occupation, if so desired (*Goh Rosaline v Goh Nellie and others* [2021] SGHC 153 ("*Goh Rosaline*") at [35]–[36]; *Tan Chwee Chye v P V R M Kulandayan Chettiar* [2006] 1 SLR(R) 229 ("*Tan Chwee Chye*") at [23]–[24]).

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The test for actual ouster

56 The defendant argues that to establish ouster, it is "necessary to show *intention* to possess the property so as to dispossess the other co-owner" [emphasis added] (*Tan Chwee Chye* at [23]). Acts which are open to more than one interpretation will not suffice in deciding whether there had indeed been an ouster (*Tan Chwee Chye* at [25]).[52]

57 The claimant argues that the defendant's reliance on Belinda Ang J's (as she then was) *dicta* in *Tan Chwee Chye* is misguided as *Tan Chwee Chye* is a case addressing adverse possession.[53]

58 I set out the pertinent paragraphs of Ang J's judgment:

> 22 As stated, this application *raises an issue as to whether one co-owner (the plaintiffs) can acquire title by possession from the other co-owner (the defendant)*, a situation which is very different on the facts from the various local authorities on adverse possession tendered by both sides. In those decided cases, the disputed land was entirely owned by one paper owner and the trespasser's possession was single and exclusive. Therefore, if the trespasser was in possession, the paper owner could not be.
>
> 23 The rights of co-owners of property are to equal occupation of the land. Evidence of single and exclusive possession by itself is not enough to constitute dispossession where co-owners are concerned. The possession to the exclusion of the other co-owner can be read as referable to the rights which the claimant already has as co-owner. The question is whether the claimant ever had the necessary intention to possess the property so as to dispossess the other co-owner. The fact that each co-owner is necessarily entitled to the use and occupation of the whole land is a factor to be borne in mind.
>
> 24 A co-owner can commit a legal wrong against another co-owner by excluding the latter from exercising the right to

52 Defendant's Reply Submissions at para 9.

53 NE dated 14 April 2025 at p 5.

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occupation. As between co-owners, there has to be *ouster* before the possession of the claimant can be treated as adverse. An ouster is an *act of a co-owner which constitutes a trespass of another co-owner's rights in the land*. The burden is on the plaintiffs to establish ouster.

25 Besides occupation of the land by the co-owner, what are the other circumstances of the case in deciding whether there has indeed been an ouster? Acts which are open to more than one interpretation will not suffice. The plaintiffs pointed out that they paid no rent to the defendant for occupying the land. This fact does not assist them. Under s 73A of the Conveyancing and Law of Property Act (Cap 61, 1994 Rev Ed), a co-owner has to account for receipt of rent from a third party. At common law, a co-owner who is so excluded can sue for ejectment and for mesne profits: *Goodtitle v Tombs* (1770) 3 Wils K B 118; 95 ER 965. Furthermore, the fact that the plaintiffs have not been in contact with the defendant is not the same as saying that the plaintiffs have denied access to their co-owner who sought access and that such denial amounted to an ouster. Again, the clubhouse, which was built that way (ie, on Lot 85-1 and with the car park and driveway on part of Lot 85-2), remained the same from the time the defendant bought the half-share of the land. If anything, an inference may be drawn that implied permission was in fact given for the Club to use and occupy the land. A reasonable person would have appreciated that the use was with the permission of the co-owner. Again, the fact that many years had passed without there being any contact or communication between the co-owners did not mean that the implied permission ceased to exist. The defendant's implied consent to the Club's occupation continued and the Club was not in adverse possession and could not acquire title by adverse possession.

26 Mr Chew asked the court to presume ouster of possession against the defendant from the long undisturbed and quiet possession: see *Doe ex dim Fishar v Prosser* (1774) 1 Cowp 217; 98 ER 1052. He submits that the Club has had the use and exclusive possession of the whole of Lot 85-2 in excess of 12 years which is sufficient to constitute an ouster of the defendant, the paper co-owner, so as to adversely possess the latter's half share. I am not, however, prepared to presume an ouster. Wherever the limits on ouster or deemed ouster lie, there *must be conduct sufficient for the court to infer a denial of the claimant's title*.

[emphasis added]

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59 Ang J started by noting that the facts in *Tan Chwee Chye* were different from those in the existing local authorities on *adverse possession*. This was because the parties in *Tan Chwee Chye* were co-owners of the disputed property. She then held that evidence of single and exclusive possession by itself was not enough to constitute *adverse possession* in the case before her. *Tan Chwee Chye* concerned co-owners, unlike in the other local authorities, where the disputed land was entirely owned by one owner and the trespasser's possession was single and exclusive. In these other local authorities, single and exclusive possession *per se* was therefore enough to constitute adverse possession. This is because in such a situation, if the trespasser was in possession, the "paper owner" could not be (at [22]). As the claimant in *Tan Chwee Chye* was a co-owner, who was necessarily entitled to the use and occupation of *the whole land*, something more was needed to establish adverse possession – namely, whether the claimant ever had the necessary intention to possess the property so as to dispossess the other co-owner (at [23]).

60 Ang J then went on to hold that, as between co-owners, there must be *ouster* before the possession of the claimant can be treated as adverse. An ouster is an *act* of a co-owner which constitutes a trespass of another co-owner's rights in the land. In other words, there *must be conduct sufficient for the court to infer a denial of the claimant's title* (at [24]). Acts which are open to more than one interpretation will not suffice (at [25]).

61 In my judgment, the claimant is partly correct. The defendant asserts that, following *Tan Chwee Chye*, an *intention* to possess the property so as to dispossess the co-owner is necessary to establish ouster.[54] This is incorrect, as

[54] Defendant's Reply Submissions at para 9(a)(i)(2).

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this inquiry is not the relevant one in establishing *ouster*, but in establishing *adverse possession*.

62 However, the claimant is also incorrect in his assertion that the entirety of Ang J's dicta is irrelevant to this case. While *Tan Chwee Chye* is indeed principally a case addressing adverse possession, Ang J clearly held that ouster must be established before a claimant co-owner's possession of the land can be treated as adverse. Hence, whether there was an ouster was in issue, and Ang J's dicta in that regard is relevant to the current case.

63 Specifically, Ang J held that the test for determining if there has been ouster is whether the *conduct* of the occupying co-owner, objectively viewed, can be unequivocally inferred to be a denial of the other co-owner's title. In this regard, the defendant is correct in her claim that acts that are open to more than one interpretation will not suffice in deciding whether there has been actual ouster.

64 Ang J's dicta is consistent with the approach taken in the English authorities on actual ouster.

65 In *Jacobs v Seward* (1872) LR 5 HL 464 ("*Jacobs*"), the placing of a lock on a gate did not, *per se*, amount to actual ouster. This was because there was no evidence as to whether the gate was always kept locked. Moreover, even if the gate was kept locked, the locking was essential to prevent hay from being stolen. Thus, to establish ouster, the plaintiff had to evince some other circumstances from which "the *inference of exclusion* is to be drawn", but "[n]othing whatever is said about what the object and intent of that putting on the lock was, and nothing is said whatever to the effect of the Plaintiff being thereby excluded, or of his ever having made application and having been

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refused entrance, nor is it said that when the gate was opened to the Plaintiff's son by the Defendant to allow him to enter, there was any difficulty upon the subject, or that anything passed between the parties which shewed that the intention of putting the lock there was to exclude the co-tenant in common" (at 473−474).

66 That being the case, the test for actual ouster is whether there are circumstances (*ie*, the conduct of the occupying co-owner) from which the court may *unequivocally* infer that the co-owner alleging ouster was excluded from the property.

The test for constructive ouster

67 Ouster may also be constructive. The defendant notes that, as described in Tang Hang Wu & Kelvin FK Low, *Tan Sook Yee's Principles of Singapore Land Law* (LexisNexis, 4th Ed, 2019) ("Tan Sook Yee") at para 9.20, constructive ouster occurs where "one co-tenant is indirectly made to leave the premises, because of the conduct of the other tenant". The defendant then suggests that the claimant cannot establish constructive ouster as he was not in actual occupation of the Property at any time and thus cannot be said to have been "made to leave".[55]

68 Such a narrow reading of constructive ouster is unsustainable. The defendant herself noted Philip Jeyaretnam JC's (as he then was) dicta in *Goh Rosaline*, where he held that constructive ouster includes "wholly unreasonable conduct of one tenant in occupation that effectively prevents another tenant from also residing there" (at [38]).[56] The question is whether one co-tenant was

[55] DWS at paras 11–12.

[56] DWS at para 14.

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effectively *prevented from residing in the property* – it does not matter whether the co-owner alleging ouster actually resided in the property at the time that the prevention occurred.

69 The rest of Jeyaretnam JC's dicta is also instructive. Jeyaretnam JC further noted (at [38]–[39]) that "in the case of residential premises, and especially where the tenants in common are family members, the court must have regard to the subjective feelings of the occupants, including likes and dislikes". Therefore, in considering if there has been constructive ouster, "the court must consider objectively whether, having regard to the subjective characteristics of the occupants themselves, the impugned conduct [of the occupying co-owner] amounts to an ouster". It is not a question of who acted more reasonably. Rather, it is important for the court to assess whether any concern, interest or preference relied upon by either party is genuinely held and has not been feigned for the purpose of making co-living difficult for the other occupant.

70 The defendant also notes that Australia has adopted a broader notion of ouster, where there is liability to pay an occupation fee when the relationship between the co-owners has broken down, and one co-owner leaves because it is not reasonable or practically sensible to expect the leaving co-owner to reside in the premises with the other co-owner. She argues that based on *Tan Chwee Chye* and *Goh Rosaline*, the Singapore courts have not adopted this more "liberal" Australian approach.[57]

71 However, as the claimant has not made any submissions on whether the Singapore courts should adopt the Australian approach and is instead advancing

[57] DWS at paras 11 and 15.

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his argument on the traditional conceptions of actual and constructive ouster, I do not need to make a holding on this point.

Applying the law to the facts

72 The claimant points to four instances of conduct amounting to actual or constructive ouster:

(a) the defendant refusing to clear her belongings from Room 3 at his request from the period of April 2017 to January 2018;[58]

(b) the defendant calling the police on 20 January 2018;[59]

(c) the defendant disagreeing with his suggested renovations in August 2021;[60] and

(d) the defendant allegedly refusing his request to move in in April 2024.[61]

73 The claimant has not specified whether his case is that the above conduct constitutes actual or constructive ouster (if not both). As such, I will first assess each instance on whether the conduct amounts to actual ouster, and if not, whether it constitutes constructive ouster.

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58 ASOC at para 8.

59 ASOC at para 9.

60 ASOC at para 10.

61 ASOC at para 11.

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The defendant's refusal to clear her belongings from Room 3 from April 2017 to January 2018 does not amount to an ouster

The documentary evidence

74 In 2017, the claimant accepted a job offer in Singapore, purportedly to spend more time with his mother and to help look after her.[62] This resulted in a series of WhatsApp messages between 21 April 2017 to 14 January 2018 regarding the claimant's intentions to move back into the Property.

75 On 21 April 2017, the claimant informed the defendant that he would be returning to Singapore "sometime in May".[63] As such, he asked the defendant to "[please] have the room [he was] sleeping in unlock[ed] as [he] need[ed] access".[64]

76 On 26 April 2017, the claimant sent "one more reminder that [she] need[ed] to unlock the door" to the room he would be staying in, *ie*, Room 3, as he planned to return "on the week of May 15th". He noted that he had asked their second brother to help him retrieve a document from Room 3, but the door to Room 3 was still locked. He also asked that she "also clear the wardrobe and … remove all [her] belongings [from] the room so [he could] use them".[65]

77 On 6 May 2017, the claimant sent "[a]nother reminder to have [his] room door unlock[ed]", and requested that she "clean out the room as [he] need[ed] to use the wardrobe[,] etc". It would be "best [if she could unlock the

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62 LSY at para 16.

63 CB at p 500.

64 CB at p 501.

65 CB at p 501.

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door] on the 15th so [their domestic helper could] have time to clean up the room".[66]

78 After several more reminders to "confirm the [above] matter" (*ie*, unlocking the door and clearing Room 3), the defendant informed the claimant that she was experiencing health problems. As such, on 18 May 2017, the claimant asked the defendant to provide her "instruction/expectation" regarding Room 3, and he would have the domestic helpers clean up Room 3 before he arrived that Sunday (21 May 2017).[67]

79 On 21 May 2017, the claimant informed the defendant that he "[was] removing content in the [wardrobe]", and he could "put them in the empty briefcase so [she could] sort [them] out later".[68] I note that this message suggests that the door to Room 3 was unlocked and he was able to enter it.

80 In response, the defendant requested that the claimant not "remove anything from the cabinet till [she] reach[ed] home". The claimant agreed to wait for her.[69]

81 On 17 July 2017, the claimant informed the defendant that he would be "back [in] early August" and to "please let [him] know if the room [would] be ready for [him] as [they had] discussed".[70]

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66 CB at p 501.

67 CB at p 501.

68 CB at p 501.

69 CB at pp 501–502.

70 CB at p 502.

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82 The defendant's response to this was "[w]e agreed [on December] on the room cabinets". [71]

83 The claimant disagreed, stating that "[t]he conversation [they] had last was [September] on the room". He then told the defendant to refrain from clearing the room herself due to her health issues, and to instead provide instructions, presumably to their domestic helpers, on what she wanted to be done with her belongings. There was "no reason" why it should take until December for her to clear Room 3. He also informed the defendant that he would be back in Singapore on a monthly basis starting from August 2017, although the dates had not yet been set. [72]

84 The next day, the defendant told him to "[b]uy a cabinet" to store his clothes. In response, the claimant told the defendant that he "expect[ed] the room to be [cleared] for his use". The defendant could instead "buy a cabinet for [her] clothes and also move it to [her] room". [73]

85 The defendant's response was that she expected the claimant to buy a cabinet to house his clothes and "[t]he guest room [had] space for another cabinet". Her own room had no space for a cabinet. If the claimant was not agreeable to this, they should "meet with a mediator who specialise[d] in family issues to resolve [their] expectations". [74]

86 The claimant disagreed, stating that the Property was "[his] house and [he was] not a guest". The defendant, in turn, noted that the Property "was [her]

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71 CB at p 502.

72 CB at p 502.

73 CB at p 502.

74 CB at p 502.

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house too". She then asked the claimant when he could meet a mediator to resolve these issues.[75]

87 On 15 October 2017, the claimant sent a text message to the defendant again to inform her that he would "wait till 1st [December] to have the room cabinets and any other [belongings removed]" to accommodate the defendant's recovery. In a follow-up message on 22 October 2017, he reiterated that his preference was for the defendant to "buy/[build] additional cabinets in [her] room and move all [her] belongings there". Room 3 was "too small for [him] as it is", hence "building more cabinets there [was] not an options [*sic*]". He would not remove the "existing beds", as they could be used by his children when they visited.[76]

88 In November, the claimant sent three separate reminders to the defendant to ask her "when [she would] complete moving [her] belonging[s] out of [Room 3]", as he would be "back in Singapore again on the week of 22nd Nov[ember]" on 13 November, 19 November and 25 November 2017.[77]

89 On 8 December, the claimant informed the defendant via a message in their family group chat that if anything remained in Room 3 other than his belongings after 17 December, he would remove them himself.[78]

90 On 23 December, he sent another message to the defendant to inform her that he would be moving into Room 3 "on the week of 8 Jan[uary]", and to

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75 CB at p 502.

76 CB at p 502.

77 CB at pp 503 and 513.

78 CB at p 514.

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ask her to "clear up the cupboard, unlock the drawers and clear the drawers", or to let him know if she wanted him to do it for her.[79]

91 On 14 January, the claimant sent the defendant his "last request" for her to remove her belongings from Room 3 "by next week" or he would remove them himself.[80]

92 Finally, the claimant "upp[ed] the ante"[81] on 20 January 2018 by suggesting that he would "be moving [the defendant's] belongings in [Room 3] and [putting them in] plastic bags for [her] to take care of", as she was "not returning [his] call[s] or messages".[82]

93 In response, the defendant informed the claimant that if he "want[ed] to carry out [his] threat to remove [her] stuff, [she would] call [the] POLICE to resolve [this] domestic matter", and that she had "cleared a section of [the] cabinet [and] all drawers".[83]

94 To this, the claimant told the defendant to "[c]all the police", as he had "waited since July [of] last year". Moreover, he would be back at 3pm that day, so "it [would] be good if the police [was] there on time".[84]

95 In summary, the claimant argues that, as evidenced by the above contemporaneous WhatsApp messages, the defendant prevented the claimant

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79 CB at p 516.

80 CB at p 517.

81 CWS at para 51.

82 CB at p 198.

83 CB at p 199.

84 CB at p 199.

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from moving back into the Property by: (a) locking Room 3, which contained his belongings, and refusing to unlock it; and (b) leaving her belongings in Room 3 and not removing them despite his numerous requests.[85]

96 In turn, the defendant claims that she had proposed mediation to resolve the disputes, to which the claimant had refused.

97 In my judgment, it is not apparent from the WhatsApp messages that the claimant was locked out of Room 3. The record of WhatsApp messages reveal that the claimant, on prior occasions in January 2017, asked for the door to Room 3 to be unlocked, and that the defendant had complied.[86] Moreover, the WhatsApp exchange on 21 May 2017 shows that the claimant was granted access to Room 3 when he arrived in Singapore, as he was able to access the wardrobe in Room 3 to begin removing the defendant's belongings (see above at [79]). Furthermore, the messages also reveal that the defendant had locked the door because she was concerned about people accessing her own room through Room 3 (as Rooms 3 and 4 shared a common bathroom).[87] Said messages also demonstrate that the claimant was aware that the defendant had locked the door because she "[had] concerned [*sic*] about people going to [her] room".[88] Hence, in my judgment, the locked door to Room 3 is analogous to the locked gate in *Jacobs*. It is insufficient to establish actual ouster of the claimant from the Property.

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85 CWS at paras 40 and 48–49.

86 CB at p 495.

87 CB at p 494–495.

88 CB at p 494–495.

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98 Given that the claimant has failed to show that he was actually locked out of Room 3, I do not see how the defendant's conduct can constitute wholly unreasonable behaviour that effectively prevented the defendant from residing in the Property – *ie*, it also does not constitute constructive ouster.

99 The claimant's other argument is that he wanted the defendant to remove her clothes from the wardrobe in Room 3, so that he could store his own clothes there.[89] By refusing to remove her belongings, she was refusing him access to Room 3.[90]

100 I would first note that on the claimant's own case, there was no actual refusal by the defendant to allow the claimant to move into the Property. The only refusal was a refusal to remove her belongings from Room 3. Further, the WhatsApp messages suggest that the claimant did, in fact, stay in Room 3 for short periods of time during this time period (*ie*, between April 2017 and January 2018). For example, in the claimant's correspondence between April 2017 and May 2017, the claimant had repeatedly emphasised that he would be returning to Singapore in May (specifically, 21 May 2017), and wished to stay in Room 3. The claimant's messages sent on 21 May 2017 then reveal that he was in fact given access to Room 3 (see, *eg*, [79]–[80] above). At this point, the claimant had not yet rented alternative accommodation at Corals. Neither has he adduced any evidence suggesting that he was forced to stay at a hotel (which would have bolstered his case of ouster). Taken together, these suggest that the claimant was allowed to, and did, stay in Room 3, just as he intended. Hence, in my judgment, there was no actual act of ouster during this period. The next

89 LSY at para 18.

90 CWS at para 48.

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question is whether the defendant's conduct of refusing to move her belongings out of the wardrobe in Room 3 amounts to constructive ouster.

101 In my judgment, it does not. In the past, and even during the period of April 2017 to January 2018, the claimant had stayed in Room 3 even though he did not have exclusive use of all the space in that room.[91] For example, the claimant testified that he was "very sure [he] slept in that [R]oom 3" in the past, and that he "expect[ed] to live in [Room 3]" while he was staying at the Property, but while he was not at the Property, he "welcome[d] anyone to stay in the room".[92] The claimant's wife had also testified that in the past, they "[had] no objection" to "somebody else [using] the room" when they were not around.[93] Moreover, the WhatsApp exchange on 21 May 2017 suggests that the claimant indeed stayed in Room 3 even though the defendant's belongings were still in the room (see above at [79]). While these stays had been short-term, they show that the claimant was open to staying in the Property (Room 3 in this instance) without exclusive use of that space.

102 Undoubtedly, staying in the Property on a short-term basis is different to moving in on a more permanent basis and this could explain the claimant's insistence on having more exclusive space.

103 However, when evaluating the conduct of the occupying co-owner to determine if it constitutes constructive ouster, the question is whether any concern, interest or preference relied upon by *either party* is genuinely held and has not been feigned for the purpose of making co-living difficult.

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91 See, *eg*, NE dated 3 January 2025 at p 32 lines 3–8.

92 NE dated 13 December 2024 at p 47 lines 6–10 and p 53 lines 5–10.

93 NE dated 3 January 2025 at p 32 lines 3–8.

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104 Taking the subjective characteristics of the claimant into account, I note that his purported reason for wanting to stay in the Property was to spend time with and help take care of his aging mother.[94] Given this, the issue of where he kept his belongings should be secondary to being physically in the Property and spending time with Mother, especially since he was used to such an arrangement (see above at [101]).

105 Moreover, it appears from the WhatsApp messages that the defendant also had a genuine reason for not wanting to move her belongings. There was no space for them in her own room (see above at [85]). She had also shown willingness to compromise by suggesting alternative cabinet arrangements or that they discuss this issue with a mediator.

106 Taking the above into account, in my judgment, the defendant's conduct over the period of April 2017 to January 2018 was neither "wholly unreasonable", nor did it "effectively prevent [the claimant] from residing [in the Property]". As such, in addition to my conclusion (above at [100]) that there is no actual ouster of the claimant from the Property, I also conclude that, during this period, the defendant's actions do not constitute constructive ouster.

The defendant calling the police on 20 January 2018 does not amount to ouster

107 The WhatsApp exchange on 20 January 2018 (above at [92]–[94]) culminated in a physical meeting at the Property to discuss the matter on the same day. This meeting ended when the police were called to the Property by the defendant.

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94 ASOC at para 7.

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108 The police did not advise the claimant to leave the Property – instead, they simply advised the parties to sort out this domestic dispute by themselves.[95]

109 The claimant alleges that the defendant called the police in response to him trying to move into the Property. He argues that this was a premediated act and she had earlier threatened to do so in one of her WhatsApp messages.[96] According to the claimant, the defendant's assertion that she was threatened was false.[97]

110 In turn, the defendant claims that she called the police because she felt threatened by the claimant banging the table aggressively. The defendant argues that her calling the police in such circumstances "is analogous to the statement in Tan Sook Yee's Principles of Singapore Land Law (4th Edition) at §9.20 that '[t]here is probably no ouster where one company-owner is obliged to leave the premises due to a protection order obtained by the other co-owner.'".[98]

111 I agree with the defendant that her calling the police was due to the claimant's banging of the table and her feeling threatened and not to prevent him from moving into the Property. The evidence of the claimant's own witnesses, which includes the claimant himself, was that the defendant had called the police due to the claimant banging the table.

112 In his AEIC, the claimant stated that the defendant called the police because "[s]he claimed that she felt threatened by him". Similarly, the claimant

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95 LSY at p 12 para 22.

96 CWS at para 25.

97 CWS at para 56.

98 DWS at note 52.

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agreed in cross-examination that the defendant "called the police because … [he] slammed the table".[99]

113 His wife also admitted to the same in cross-examination:[100]

> Q: Yes. We know you want to move in, but she called the police because your husband threatened to move her things without her permission, which he has no right to do, and banged the table aggressively, which was intimidating, so she called the police. Isn't that all?
>
> A: Yes.

114 That being the case and much like the locking of the gate in *Jacobs*, it has not been shown that the defendant called the police to prevent the claimant from moving into the Property. Moreover, nothing came out of the police's attendance as the police had told the parties to resolve the matter amongst themselves (above at [108]). The claimant has thus not proven that either the object or effect (*Jacobs* at 473) of the defendant's conduct in calling the police was to prevent the claimant from moving into the Property. In my judgment, the defendant's conduct therefore does not constitute actual ouster.

115 Turning to look at constructive ouster, the key question is whether the defendant's conduct of calling the police constituted "wholly unreasonable conduct of one tenant in occupation that effectively prevents another tenant from also residing there". In my judgment, it was not unreasonable for the defendant to have felt threatened and to have called the police in response to the claimant banging the table. Physically, the claimant towers over the defendant. The WhatsApp exchanges between the parties also reveal the rising

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99 NE dated 2 January 2025 at p 17 line 12 to p 18 line 26; NE dated 3 January 2025 at p 101 line 20 to p 102 line 9 and p 102 lines 28–32.

100 NE dated 3 January 2025 at p 102 lines 28–32.

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temperatures of their discussion culminating in the claimant's assertion that he would remove her belongings himself and put them into plastic bags. (above at [91] and [92]). This would have been a clear intrusion of her privacy if it was carried out and should not be condoned.

116 The defendant calling the police was also a one-off occurrence. An overly sensitive co-owner constantly calling the police at the drop of a hat might constitute wholly unreasonable conduct that prevents another co-owner from living there. For the reasons stated above (at [115]), this is not the case here. I thus conclude that the defendant's one-off act of calling the police in response to the claimant's actions (the banging of the table), and the threat she felt as a result, does not amount to constructive ouster.

The defendant's conduct in disagreeing with the claimant's renovation plans in August 2021 does constitute ouster

117 On 14 August 2021, the claimant sent a WhatsApp message to the defendant, stating that, as his lease was expiring, he would like to move into the Property after implementing some renovation works at his own cost. The relevant messages read as follows:[101]

Time and sender	Message
14 August 2021	
1:32 pm, Claimant:	My lease expires in early November and I plan to move back home.
1:37 pm, Claimant:	B4 doing so, I planning off doing some minor renovations like changing the lighting to LED for the downstairs and also the rooms upstairs; put air condition for

[101] CB at pp 520–523.

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	downstairs; checking the air condition needs to be replace upstairs. Not sure if the kitchen need some renovations and others.
1:38 pm, Claimant:	If u can get a quote for this and see how best to do this and if needed move to Corals as the lease over there expires in Nov.
1:39 pm, Claimant:	Let me know how u can assist. I will take care of the cost.

15 August 2021

4.48 pm, Defendant:	2 options: a) You buy over my shares (50%) of house at current market value. I received, proceed, I leave house. You move in. b) Sell house. Share proceed equally.
8:53 pm, Claimant:	I have no intention of buying or selling. Bring a owner of the house, I do have the right to live in it
8:54 pm, Claimant:	By the way, I am not asking u to come up with any money for the renovation.
8:55 pm, Claimant:	If u don't have time for the renovations, I will do it myself. Just thought it's easier u manage it.
8:55 pm, Claimant:	Thank u for the 2 options.

16 August 2021

8:12 pm, Defendant:	We each have half ownership of the house. Need to agreed on matters before taking actions. Best to talk face to face on these issues.
8:20 pm, Defendant:	Ask your company to help resolve lease issue. Are you on expat or local terms?
8:23 pm, Defendant:	Based on Peggy's & yours renovation suggestions, we've very different lifestyles & habits. It is obvious to me

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	we cannot stay together as conflicts will arise.
8:29 pm, Defendant:	I suggested these 2 options to resolve your issues with lease, renovations, move in etc. To buy over co-own party share of house or to sell house is the norm for co-own property.

118 While this exchange was occurring, the claimant's wife also sent the defendant the following messages:[102]

10:07 am, Claimant's wife:	Hi Michelle, After mum passed away, we've decided to spend more time with our kids in Sydney. There is no point to renew our current lease in Singapore that is going to expire in Nov. We are going to move back home and live with you. Would you prefer to hire a live in maid or causal domestic cleaner? In order to fix mosquitoes issue, we would like to change the lightings and install flies screens & air-conditioning for downstairs. Then we can enjoy our mahjong game. [emoji] Also, the kitchen and bathrooms need to be upgraded. Would you like to have a new kitchen cabinets and electric Cooktop and ranghood…… [emoji]
8:13 pm, Defendant:	Hi Peggy, I replied to Daniel, fyi.
8:59 pm, Claimant's wife:	I've just talked to Daniel. He said you wouldn't like we move back home. [emoji]

119 The claimant argues that, from the above messages, the defendant had refused to allow the claimant to move back into the Property. In particular, the claimant submits that the defendant's lack of response to the last message from the claimant's wife (above at [118]) "is telling as it confirms the actual reality

102 CB at p 518.

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at the time that **the Defendant would not like them to move back into the Property**" [emphasis in original].[103]

120 The defendant argues that she was simply disagreeing with the renovations proposed by the claimant, rather than with his request to move into the Property.[104]

121 From the WhatsApp messages (above at [117]), I find that while the claimant remained conciliatory, the defendant's tone had changed. Her position in the previous instances when the claimant has alleged ouster was that the claimant was not to move her belongings. There was no explicit or implicit refusal to allow the claimant to stay in the Property and the claimant did in fact do so (above at [100]). Now, her position had changed to "we cannot stay together", so either "[y]ou buy over my shares" or we sell the Property. The claimant was not allowed to move in while the defendant was still there, and the defendant would not leave unless the claimant bought over her half share, "you buy over my shares … I leave house. You move in".

122 The defendant did (correctly) note that they "each have half ownership of the house" and "[n]eed to agreed [*sic*] on matters before taking actions", and hence, suggested that they "talk face to face" on the matter. However, this offer to talk appears, from a plain reading of the above conversation, to be about which of the two options (*ie*, buying the defendant's share or selling the house) the claimant would prefer. It thus does not detract from her position that they "cannot stay together", especially since she made this statement after her offer to talk.

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103 CWS at para 68.

104 DWS at para 33(c)(i).

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123 By August 2021, the circumstances had changed for the defendant. Mother had passed on. The COVID-19 pandemic had passed. There was more space in the house. The defendant should have been alive to the circumstances of the claimant wanting to move in. Yet, her attitude had hardened compared to the claimant's previous attempts to move into the Property. The earlier reasons about the claimant wanting to move her clothes and the debate about cabinet space are no longer applicable (and indeed she does not rely on that reason here).

124 While the defendant suggests that her disagreement was only with regard to the renovations themselves, that is not borne out by a plain reading of the WhatsApp messages. The fact that she has not appeared in court to explain what she meant in her messages is thus fatal to her case.

125 In my judgment, the above exchange (at [117] and [118]) reveals a plain refusal to the claimant's request to move into the Property. In the words of Lord Hatherley in *Jacobs*, there was a "direct and positive exclusion" of the claimant from the co-owned Property, with him "seeking to exercise his [right to occupation], and being denied the exercise of [this right]" (at 474). I thus find that there was a *prima facie* case of actual ouster of the claimant on 16 August 2021. Even if I am wrong on the question of actual ouster, this is also at least a *prima facie* case of constructive ouster. Bearing in mind the history of the claimant's requests to move back into the house, the defendant was, wholly unreasonably (see [68] above), making co-living difficult for the claimant (above at [69]). The defendant insisted that they cannot stay together, and the claimant could only move in if the defendant was bought out. As the defendant has not given evidence to rebut the case established by the claimant, the claimant succeeds in its argument that the defendant's conduct on 16 August 2021 constitutes a trespass by ouster.

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The defendant did not reject the claimant's request to move into the Property in April 2024

126 On or about 9 April 2024, the claimant sent a WhatsApp message to the defendant stating that he would like to move in.[105]

127 The defendant responded to this request by way of an e-mail sent by her solicitors dated 11 April 2024 (the "11 April E-mail"). In the 11 April E-mail, the defendant stated that her legal position was that the claimant was "at liberty to use or to reside in the available space on the Property". She noted that she was surprised that the claimant wished to move into the Property given that it was to be sold. She then requested the claimant's "proposal on the living and other arrangements for parties to stay together at the Property" in order to "avoid further disputes, conflicts and hostilities between the parties".[106]

128 In response to the claimant's proposal that the claimant move into the bedroom that was occupied by Mother, and that "save for their own individual bedrooms, all other spaces in the Property are available for the use and enjoyment of everyone and all outgoing expenses will be borne jointly",[107] the defendant then sent another e-mail to the client through her lawyers on 17 April 2024 (the "17 April E-mail").[108]

129 In the 17 April E-mail, the defendant noted that, *inter alia*, she had "genuine fears for her personal safety and mental well-being should [the claimant] occupy the Property with her without adequate safeguards". She also

105 CB at p 767.

106 CB at p 768.

107 CB at p 770.

108 CB at p 91.

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confessed to "genuine fears of threats or harassment by [the claimant] against her in person after he moves into the Property, in particular, to pressure her to sell her half share in the Property to him at an undervalue".[109] As such, she found that the claimant's proposal was inadequate.[110]

130 However, she confirmed that she "ha[d] no objections to [the claimant] moving into the Property for the short period before it [was] sold, provided that adequate safeguards [could] be agreed upon".[111] She then set out her proposed safeguards and/or requirements, namely:

(a) that the claimant refrain from speaking to her and keep a reasonable distance from her at all times;[112]

(b) that if the claimant wished to have his wife move into the Property with him, they pay two-thirds of the expenses;[113]

(c) that the claimant not have any expectation that the defendant would clean up after him;[114]

(d) that the claimant not install air-conditioning in the Property;[115] and

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109 CB at p 785 at paras 3 and 4.

110 CB at p 787 at para 17.

111 CB at p 788 at para 21.

112 CB at p 788 at para 22.

113 CB at p 788 at para 23(a).

114 CB at p 788 at paras 23(a) and 23(b).

115 CB at p 788 at para 23(c).

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(e) that the claimant confirm that he would not insist on his position in respect of their previous disagreements.[116]

131 The defendant also noted that she "reserve[d] the right to apply for an expedited protection order" if the claimant did not refrain from speaking to her and/or keep a reasonable distance from her at all times.[117]

132 The claimant alleges that the defendant had "effectively prevented [the claimant] from also residing in the Property" by "getting her solicitors to put up lengthy letters to obfuscate matters".[118]

133 Given that this request came after I had already made an order for the Property to be sold on 19 January 2024 (above at [23]) and the claimant had confirmed that he would not be exercising his right of first refusal on 5 April 2024 (above at [25]),and parties were both represented by counsel, I question whether this request to move in was genuine.

134 In any case, I do not find that the defendant had refused to allow the claimant to move in. At this point, the correspondence between the parties was through their respective counsel, who were well-aware of the ramifications of such a refusal. As such, in its e-mails to the claimant's counsel on 11 April 2024 and 17 April 2024, the defendant's counsel was careful to emphasise that the defendant had no objections to the claimant moving into the Property, provided that adequate safeguards were put in place.[119]

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116 CB at p 788 at para 23(d).

117 CB at p 788 at para 22.

118 CWS at para 17.

119 CB at pp 768 and 788; LSY at pp 39 and 58.

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135 As such, I do not find that the defendant denied the claimant's request to move in, such that there was any actual ouster.

136 I also do not find that there was any constructive ouster of the claimant.

137 The claimant alleges that by way of her 17 April E-mail "which in essence was to further raise argumentative points to further cloud the issues", the defendant was "[i]n short" refusing the claimant's request to move in.[120] In particular, the claimant points to the defendant "invoking her 'right' to seek an Expedited Personal Protection Order" in the 17 April E-mail.[121]

138 I am not persuaded by this argument.

139 I first note that the defendant did not, as the claimant suggests, threaten to seek an expedited personal protection order to prevent the claimant from moving into the Property. Rather, she reserved her right to apply for such an order in the event that the claimant insisted on talking to her and/or had failed to keep a reasonable distance from her. The question is therefore whether the defendant requiring certain safeguards, which included said requirement that the claimant not interact with her, constitutes wholly unreasonable conduct that prevented the claimant from living there.

140 In my judgment, the defendant's conduct of requesting for a proposal for "living and other arrangements" in the e-mail sent on 11 April 2024, and requesting for certain safeguards in the e-mail sent on 17 April 2024, are reasonable. First, I note that these safeguards were not set in stone. She was still willing to negotiate with the claimant. Second, the suggested safeguards are also

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120 CWS at paras 73–74.

121 LSY at para 21.

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not wholly unreasonable. The suggested safeguards (above at [130]) set out certain cleaning and heating arrangements. They also required that the claimant refrain from speaking to the defendant and keep a reasonable distance from her.[122] By this point, the siblings' relationship was wholly acrimonious. It was reasonable for the defendant to have requested for certain safeguards to prevent further disputes between herself and the claimant. Further, the fact that she proposed these safeguards demonstrates her genuine intention to allow the claimant to move into the Property, as she was actively considering their co-living arrangements.

The ouster was continuous

141 The defendant also claims that the claimant's pleaded case is fundamentally flawed. The defendant alleges that the claimant has failed to show actual periods of time during which he was purportedly ousted from the Property in respect of each of the allegedly operative events. By relying on four separate instances of ouster, the claimant has implicitly admitted that the operative events were not continuous.[123]

142 I disagree. In my judgment, the claimant's Statement of Claim does not support the strained interpretation put forth by the defendant. For example, at para 14, the claimant claims for his rental expenses from November 2019 to November 2023 "and continuing". From this point alone, it is clear that the claimant's position is that his alleged exclusion from the property was continuous.

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122 CB at p 788.

123 DWS at para 95.

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143 In this regard, I have found that the defendant has committed a trespass by ouster on 16 August 2021 (above at [125]). This ouster then continued until the defendant indicated to the claimant that she had changed her position.

144 To the claimant, the defendant had been rejecting his requests to move in since 2017. Moreover, by the time of his last request to move into the Property in August 2021, the defendant's position had noticeably hardened (see above at [123]) and she made it clear that they could not live together.

145 In my judgment, the ball was very much in the defendant's court. The defendant was in occupation of the Property and she had made it clear that she did not want the claimant to move in. On the facts of this case and with the knowledge that the claimant had been wanting to move back to the Property since 2017, if she had changed her mind, the onus would have been on her to communicate that to the claimant. It is a farcical expectation on the claimant to be asking the defendant on a daily or weekly basis if he could move back to the Property when the defendant's position had been made clear.

146 I find that she had done so by way of the 11 April E-mail. By clarifying in the 11 April E-mail that the claimant was "at liberty to use the available space in the Property" and asking the claimant for his proposal on living arrangements, the defendant had evinced sufficient intention to show the claimant that she had changed her position and was allowing him to move in.

147 As such, there was a continuous ouster of the claimant that began on 16 August 2021, when the defendant informed the claimant that they "cannot stay together", but this ouster ended on 11 April 2024 when the defendant confirmed that she was amenable to the claimant moving into the Property.

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The defendant's striking out application is baseless

148 The defendant also claims that the claimant's claim should be struck out for an abuse of process pursuant to O 9 r 16(1) of the ROC 2021.[124] She argues that notwithstanding that no application has been filed pursuant to O 9 r 9(7) of the ROC 2021, she is entitled to submit that the claimant's action amounts to an abuse of process as it is part of her pleaded case.[125]

149 Given that I have found that there was actual ouster, the defendant's case premised on an abuse of process fails.

150 Moreover, I also find that the defendant's striking out application was made far too late in the day. If she genuinely thought that the claimant's claim was an abuse of process, this application should have been made before trial, and not at the close of the claimant's case.

151 I disagree with the defendant's position that the claimant's action is fabricated. Reviewing only the contemporaneous WhatsApp conversations (see [75]–[94] and [117] above), it is plain that there was genuine struggle, debate and consternation between the parties.

152 I also do not agree with the defendant's assertion that the claimant was not a credible witness. In my judgment, it is wrong to paint the claimant as being evasive, obfuscatory and/or illogical and inconsistent in his evidence. The passage of time naturally accounts for some inaccuracies. Furthermore, there were a number of occasions when the claimant gave evidence which was against his own interest. For example, when giving evidence of when the police were

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124 DWS at paras 49 and 73.

125 DWS at para 50.

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called, he openly admitted to being frustrated and having slammed the table,[126] even though this supports the defendant's argument that she called the police because of his violent behaviour.

Whether the claimant is entitled to the damages claimed

153 The claimant seeks to recover the sum of rent that he had to pay for and resulting from his having to find alternative accommodation at Corals, *ie*, loss in the sum of $361,200.00 (from November 2017 to November 2023) and continuing from December 2023 to end October 2024, or such part thereof".[127] In the alternative, he asks for the sum of $246,844.00, being the sum that he could have gotten in in respect of his half share in the Property.[128]

154 He also seeks a further sum for damages for the inconvenience caused as well as his loss of opportunity to spend time with his aged mother in her twilight years before her demise in May 2020.[129]

155 In his Statement of Claim, the claimant also seeks a declaration that he is entitled to enter into possession of the Property and an order that the defendant be restrained from preventing the claimant from entering the Property.[130] However, as the Property has already been sold, this point is now entirely moot.

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126 NE dated 2 January 2025 at p 17 line 12 to p 18 line 26.

127 CWS at para 102.

128 CWS at para 103.

129 CWS at para 103.

130 ASOC at para 16.

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The claimant has not made out his case for damages for inconvenience and loss of opportunity to spend time with Mother

156 When asked what legal basis he had for his claim for "loss of opportunity to spend time with his aged mother", counsel for the claimant admitted that this claim was purely made as a matter "on principle",[131] and he could not point to any authority or precedent which supported such a claim. On this basis alone, I have no reason to allow this claim to proceed.

157 In any case, I am not convinced that this "loss of opportunity" is a result of the defendant's conduct. The claimant has not established any ouster before August 2021 (*ie*, before Mother had passed on).

158 For the above reasons, I dismiss the claimant's claim for "loss of opportunity to spend time with his aged mother".

159 The claimant did not put forward any evidence of how his "inconvenience" should be quantified. As such, I also dismiss his claim for "inconvenience caused".

Measure of damages for ouster

160 The defendant first suggests that the only correct measure of damages for ouster is "occupation rent", *ie*, *mesne* profit. This is because "[t]he English cases refer to 'occupation rent' as the measure of damages". The same term is also "used in the Australian cases". She does not cite any specific cases in support of these propositions. She also questions the claimant's reliance on authorities relating to trespass, as, in Tan Sook Yee, it is stated that "[s]ince a

131 NE dated 14 April 2025 at p 10.

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co-owner has a right to occupy and use the premises, there is no notion of trespass between co-owners".[132]

161 She also argues that there is no causal connection between the alleged ouster and the claimant renting an apartment at Corals.[133] According to the defendant, the claimant also failed to mitigate any loss or damage. The claimant failed to raise the matter of needing to obtain alternative accommodation to the defendant, and the apartments rented were luxurious and not equivalent to the sharing of the Property with the defendant.[134]

The claimant may elect between the compensatory measure or the restitutionary measure of damages

162 The defendant's objection to the claimant citing authorities relating to trespass is misguided. In *Jacobs*, the House of Lords noted that "trespass will not lie by [one co-owner] against the other" unless "there be an actual ouster of one tenant in common by another". Similarly, in *Goh Rosaline*, the question was whether there was "*trespass* by ouster" (see [25] and [46]). The claimant's cause of action is for "trespass to the Claimant's share of the Property", which is established by showing that he was ousted by the defendant.

163 That being the case, the authorities relating to trespass cited by the claimant are indeed relevant to this case.

164 In the case of *Cavenagh Investment Pte Ltd v Kaushik Rajiv* [2013] 2 SLR 543, Chan Seng Onn J agreed that a claimant in an action for trespass to

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132 Defendant's Reply Submissions at para 31 and note 33.

133 DWS at para 86.

134 DWS at paras 88–89.

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land is entitled to market rent during the period of wrongful occupation by the defendant (at [51]). Such a claim is a claim for restitutionary damages (at [50]). He also suggested that such a claimant would be entitled to claim for compensatory loss suffered as a result of the defendant's wrongful occupation. Where the two claims are incompatible, the claimant would have to elect between the two (at [52]).

165 This is in line with Jeyaretnam J's observation in *Goh Rosaline* (at [54]) that "[i]n relation to trespass by ouster, damages may take the form either of an occupation rent (also known as *mesne* profits) for the ousting tenant's use of the property to the wrongful exclusion of others or alternatively compensation for loss suffered by the ousted tenant in common".

166 I thus conclude that the claimant is indeed entitled to claim for (as he has) compensatory damages in the form of the rent he had to pay for alternative accommodation, and in the alternative, for restitutionary damages in the form of *mesne* profits.

The claimant had to rent alternative accommodation as a result of the defendant ousting him from the Property

167 The claimant has elected for compensatory damages, as he has only claimed for restitutionary damages "[i]n the alternative".

168 The claimant must therefore prove that the loss (*ie*, costs of renting alternative accommodation at Corals) resulted from the ouster (*Goh Rosaline* at [54]). Since I have found (above at [143]) that trespass by ouster had occurred between August 2021 and April 2024, I will only consider that period for the purposes of the calculation of compensatory damages.

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169 The defendant argues that there is no causal connection between the alleged ouster in August 2021 and the claimant renting an apartment at Corals. First and according to the defendant, there was no need to continue to rent a place in Singapore as, according to the claimant's wife, "[t]here [was] no point [in renewing their] current lease in Singapore" as "[they had] decided to spend more time with [their] kids in Sydney". Moreover, on 1 September 2021, the claimant had extended his lease for one year, from 12 November 2021 to 11 November 2022. However, he did not raise the issue of moving back into the Property before he renewed the lease again for two years, from 12 November 2022 to 11 November 2024.[135]

170 In my judgment, this WhatsApp message from the claimant's wife is of no assistance to the defendant. From her message (above at [118]), it appears that the claimant and his wife were seeking to move into the Property as they were going to spend more time in Sydney with their children. They thus did not see the point in continuing to rent a separate apartment in Singapore *as the Property was available*. Furthermore, as the claimant points out, the claimant was still employed in Singapore.[136] There is thus no evidence that they no longer planned or needed to stay in Singapore. It is therefore not incongruent that the claimant had to renew his lease for the apartment at Corals after the defendant refused his request to move into the Property. In my judgment, the rent paid by the claimant for the period of 12 November 2021 to 11 November 2022 is thus claimable.

171 As regards the defendant's argument that there was no causal link between the rental expense incurred after 12 November 2022, as the claimant

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135 DWS at para 33(c)(ii) and at p 24 note 56.

136 NE dated 14 April 2025 at p 25.

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did not ask to move into the Property again before renewing his lease for a second time, I am of the view that this is an issue of mitigation, rather than causation. As such, I will address this issue in more detail below at [178].

The claimant did not fail to mitigate his loss

172 The defendant points out that the claimant failed to mitigate his loss as he did not raise the issue of moving back into the Property before he renewed the least again for two years, from 12 November 2022 to 11 November 2024. She also argues that he acted unreasonably in leasing "luxury apartments", which are not equivalent to the sharing of the Property with the defendant.[137]

173 The claimant protests the defendant's characterisation of the apartments as "luxury apartments". He submits that the renting of a 2-bedroom apartment was reasonable considering that he was ousted from a landed property with a considerably larger land area. He also points to the testimony from his expert witness that the apartments at Corals were "above average" but "not high end".[138]

174 It is pertinent to note that the standard of conduct expected of a claimant in mitigation is generally not a high one, considering that the defendant is the wrongdoer. Further, it is the defendant who bears the burden of proving that the claimant ought to have taken reasonable steps to prevent or minimize his loss (*Golden Pacific Shipping & Holdings Pte Ltd v Arc Marine Engineering Pte Ltd* [2024] SGHC 15 at [95]).

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137 DWS at para 89.

138 CWS at para 106.

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175 In this regard, the fact that the defendant has elected to not put forward any evidence is fatal to her case.

176 Here, it cannot be denied that the claimant needed a place to stay in Singapore, as he remained employed here (above at [170]). Given that the standard of mitigation expected of him is not a high one, I am not inclined to subject his choice of where to stay to excessive scrutiny. In any case, the claimant has put forward expert evidence that the apartments at Corals were "above average" but "not high end".[139] The claimant has also shown that the monthly rent he incurred for the periods of 12 November 2021 to 11 November 2022 and 12 November 2022 to 11 November 2024 was $4,200 and $6,000 respectively.[140] That is a lesser sum than the monthly rental value of the Property put forward by the claimant's expert, *ie*, $5,900 and $7,900 respectively, although I note that he would have co-lived at the Property with the defendant.[141]

177 In these circumstances, the onus is on the defendant to at least adduce some evidence to show that the claimant had acted unreasonably in leasing apartments at Corals. The defendant's claim that the claimant had acted unreasonably is based on marketing materials describing the apartments at Corals as being "luxury" apartments.[142] These do not assist the defendant, especially where there is contrary evidence from the claimant's expert on this point (see above at [173] and [176]). More was required from the defendant to prove her case that the claimant had acted unreasonably.

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139 NE dated 7 January 2025 at p 20 line 18.

140 LSY at para 24 and pp 332–333.

141 Tan Keng Chiam's Affidavit of Evidence-in-Chief at p 18.

142 DWS at para 89; see CB at p 1001.

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178 I also find that it was reasonable that the claimant did not ask the defendant if he could move in again before renewing the lease in 2022. As I noted above at [145], on the facts of this case, the onus was on the defendant, who had already made her position on the matter clear, to inform the claimant that she had changed her mind and would allow him to move in.

Quantum of rental expenses claimable

179 In his WhatsApp messages to the defendant in August 2021, the claimant noted that he was requesting to move back into the Property because "[his] lease expires in early November" (specifically, 11 November 2021)[143] (above at [117]). This sentiment was also repeated in his wife's WhatsApp message to the defendant, where she explained that because she and the claimant wished to spend more time with their children in Sydney, they saw "no point [in] renew[ing] [their] current lease in Singapore that is going to expire in Nov [*sic*]", and they therefore wished to "move back home and live with [the defendant]" (above at [118]).

180 The above messages demonstrate that while the rental expenses at Corals up to 11 November 2021 were not caused by the defendant's ousting of the claimant on 16 August 2021, the ouster did force the claimant to renew his lease (for one year from 12 November 2021,[144] and for another two years from 12 November 2022[145]) and incur rental expenses from 12 November 2021 onwards. The ouster then continued until 11 April 2024, when the defendant clearly indicated that her position had changed (*ie*, that the claimant could move into the Property) (above at [146]).

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143 LSY at p 330.

144 LSY at p 332.

145 LSY at p 333.

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181 Hence, the claimant is entitled to rental expenses from the period of 12 November 2021 to 11 April 2024. That would amount to the sum of $146,400:

Duration	Monthly rate (above at [176])	Sub-total
12 November 2021 – 11 November 2022	$4,200	$50,400 ($4,200 x 12 months)
12 November 2022 – 11 April 2024	$6,000	$96,000 ($6,000 x 16 months)
Total		$146,400

Conclusion

182 Third Brother, Lee Sea Kian was the parties' elder brother. He was also the last witness to testify at the end of a week-long trial. Towards the end of his cross examination, he said (referring to his siblings, the claimant and defendant) "[y]ou can give and take in life … You don't give and take, where got harmony? … To me. Both of them like to fight. That's all."[146]

183 In pursuing their conflicts over the Property, it is unfortunate that the parties did not adopt their elder brother's wisdom. I stated at the beginning of this judgment that the court is not the best placed to resolve family disputes.

146 NE dated 8 January 2025 at p 30.

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However, where the courts are asked to decide, the hope is that the decision helps to draw a line under that dispute. I urge the same for the parties here.

184 The claimant's case succeeds in part and he is awarded damages as set out at [181] above. I will hear the parties on interest and costs.

Wong Li Kok, Alex
Judicial Commissioner

Lai Swee Fung (UniLegal LLC) for the claimant;
Nair Rajiv (GKS Law LLC) for the first defendant.

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