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

[2025] SGHC 246

Originating Claim No 499 of 2023

Between

(1) Ng Chee Tian
(2) Ng Chee Seng

… *Claimants*

And

(1) Ng Chee Pong
(2) Ng Phek Cheng
(3) East Asia Trading Company (Pte) Ltd

… *Defendants*

JUDGMENT

[Equity — Fiduciary relationships]
[Equity — Remedies — Account]
[Probate and Administration — Administration of assets — Getting in and investing properly]
[Trusts — Breach of trust — Remedies]
[Trusts — Trustees — Duties]

TABLE OF CONTENTS

Ng Chee Tian and another
v
Ng Chee Pong and others

[2025] SGHC 246

General Division of the High Court — Originating Claim No 499 of 2023
Sushil Nair JC
20–23, 26–28 May, 27, 30 June, 28 August 2025

5 December 2025 Judgment reserved.

Sushil Nair JC:

Introduction

1 When Mr Ng Piak Mong ("Patriarch") passed away in 2021, he left a will appointing his eldest two children, a son and a daughter, as the executors and trustees of his estate ("the executors"). The will, dated 26 July 2017 ("Will"), made provision for the distribution of his estate amongst all of his children and grandchildren. Two of his children have commenced these proceedings against the executors. They allege that the executors breached various duties owed as executors and trustees under the Will. The children of the Patriarch, including the parties to these proceedings, are all of advanced age. Efforts made to reach a resolution between the parties were unsuccessful.

Facts

The parties

2 The claimants, Ng Chee Tian ("1st Claimant") and Ng Chee Seng ("2nd Claimant") (collectively, "Claimants"), are the second and third sons of the Patriarch.[1] The defendants are Ng Chee Pong ("1st Defendant") and Ng Phek Cheng ("2nd Defendant") (collectively, "Defendants").[2] The action against a third defendant, East Asia Trading Company (Pte) Ltd ("EATCO"), was discontinued by the Claimants on 19 November 2024.[3]

Background to the dispute

3 The Patriarch was a businessman. In 1965, he founded EATCO, a company in the business of importing and exporting general produce.[4] In 1974, he began to operate as a sole trader under the name Buan Mong Heng ("BMH").[5] During his lifetime, the Patriarch also accumulated shares in various publicly-listed companies on the Malaysian Stock Exchange, Bursa Malaysia Bhd.[6]

4 In 1986, the Patriarch called a family meeting to discuss the intended division of his assets following his death.[7] At this family meeting, the Patriarch

---

1 Statement of Claim (Amendment No 4) dated 6 January 2025 ("SOC") at para 1.

2 SOC at para 2.

3 Notice of Discontinuance dated 19 November 2024.

4 SOC at para 6.

5 SOC at para 31.

6 SOC at para 11.

7 SOC at para 14.

expressed his intention to split his assets into eight shares and distribute them in the following manner:[8]

(a) two shares to the 1st Defendant;

(b) one share to each of the Patriarch's five other children; and

(c) one share to be divided equally amongst all the Patriarch's grandchildren.

The 1st Defendant was to receive a larger share of the assets, as he had helped to run EATCO from a young age.[9]

5 The above split was largely replicated in cl 3 of the Will,[10] save for the fact that the shares given to the 1st Claimant and another child of the Patriarch (Ng Chee Leng) were reduced by half, with the remaining halves distributed to their respective children.[11] Under cl 4 of the Will, the Defendants were appointed as joint executors and trustees of the Patriarch's estate ("Estate").[12] No property was identified, or specifically bequeathed, in the Will.[13]

---

8 SOC at para 14; Defence (Amendment No 3) dated 13 January 2025 ("Defence") at para 9.

9 SOC at paras 14.1 and 14.2.

10 Affidavit of Evidence-In-Chief ("AEIC") of Ng Chee Tian filed 28 March 2025 ("Ng Chee Tian's AEIC") at pp 11–13.

11 SOC at para 16; AEIC of Ng Chee Seng filed 28 March 2025 ("Ng Chee Seng's AEIC") at pp 55–57.

12 SOC at para 16.1.

13 SOC at para 17.

6 Following the death of the Patriarch on 11 May 2021,[14] probate of the Will was granted to the Defendants on 18 October 2021.[15] The schedule of assets appended to the grant of probate ("SOA") recorded the Estate as comprising the following assets, both within and outside of Singapore:[16]

(a) In Singapore:

(i) 6 Seletar Close;

(ii) 8 Kaki Bukit Road 2 #02-24 Singapore 417841;

(iii) 8 Kaki Bukit Road 2 #02-25 Singapore 417841;

(iv) 20,000 shares in EATCO;

(v) 10 shares in ETC Singapore (susp);

(vi) 430,000 shares in Halcyon Agri;

(vii) 17,500 shares in Informatics;

(viii) 12,500 shares in Kencana Agri;

(ix) 50 shares in OCBC Bank;

(x) 1 share in Olive Tree;

(xi) 200,000 shares in RH Petrogas;

(xii) 40,000 shares in Sabana Reit;

(xiii) 190 shares in Singtel;

(xiv) 500,000 shares in Sinocloud;

---

14 SOC at para 1.

15 SOC at para 18.

16 SOC at paras 19 and 21; Ng Chee Tian's AEIC at pp 15–16.

(xv) 6,000 shares in Top Global (susp);

(xvi) UOB bank account (102-xxx-817-8);

(xvii) OCBC Easisave account (xxxxxxxx4001) ("Estate Account");

(xviii) Joint OCBC bank account (xxxxxxxx3001); and

(xix) Joint RHB Bank Bhd bank account in the names of the Patriarch and the 2nd Defendant (3/xx/xxxxxx/08) ("Joint RHB Singapore Account").

(b) Outside of Singapore:

(i) Joint RHB Bank Bhd bank account (xxxxxxxxxx2554) in the names of the Patriarch and the 2nd Defendant ("Joint RHB Malaysia Account"); and

(ii) 41,000 shares in Selangor Dredging Bhd (shares purchased by the Patriarch through Bursa Malaysia Bhd, using funds from his UOB Kay Hian Singapore Nominee Account (05/xx/xxxx211)).

The claims

7 In essence, the Claimants allege that the Defendants have: (a) misappropriated assets rightfully belonging to the Estate; and (b) failed to account for and get in assets that should fall within the Estate.[17] They have raised claims in relation to the following:

[17] SOC at para 23.

(a) the Joint RHB Malaysia Account (see [6(b)(i)] above), and the share trading accounts purportedly linked to this account (together, "Malaysia Accounts");[18]

(b) a dividend payout of $100,000 from the Patriarch's 20,000 EATCO shares, which was initially paid out to the 1st Defendant's personal bank account, and subsequently transferred by him to the Estate Account ("$100,000 Dividend");[19]

(c) various withdrawals made by the Defendants from bank accounts forming part of the Estate, after probate had been granted ("Withdrawals"):

(i) the withdrawal of a sum from the Joint RHB Singapore Account made by the 2nd Defendant;[20]

(ii) three withdrawals from the Joint RHB Malaysia Account made by the 1st and/or 2nd Defendant;[21]

(iii) ten withdrawals from the Estate Account made by the 1st and/or 2nd Defendant;[22]

(d) various other assets which were purportedly omitted from the SOA, including shares and dividends, the stock of BMH, Rolex watches,

---

18 SOC at paras 24–30.

19 SOC at para 30A–30C.

20 SOC at para 34.1

21 SOC at para 34.3.

22 SOC at para 34.4.

a jade ring, gold coins and other valuables stored in a safe located at 6 Seletar Close ("Undisclosed Assets");[23] and

(e) the delayed sale of the property at 6 Seletar Close ("6 Seletar Close").[24]

8 The claimants seek orders for accounts, repayment, and equitable compensation, in relation to the claims.[25] Further, in respect of 6 Seletar Close, the claimants seek "an order for sale, distribution, and damages".[26] I set out the claims in more detail below, along with the Defendants' position in relation to each claim.

Applicable law

Taking of accounts

9 I begin by summarising the applicable law on the taking of accounts, which was set out by Vinodh Coomaraswamy J in *Cheong Soh Chin v Eng Chiet Shoong* [2019] 4 SLR 714 ("*Cheong Soh Chin*") at [71]–[91].

10 There are broadly two categories of accounts – a general or common account, where no misconduct has been alleged ("common account") and an account on the footing of wilful default, which involves a breach of duty on the part of the fiduciary ("account on wilful default basis") (*Cheong Soh Chin* at [71], citing *Chng Weng Wah v Goh Bak Heng* [2016] 2 SLR 464 at [21]).

---

23 SOC at paras 31–33, 34.6.

24 SOC at para 36.

25 SOC at paras 38.1–38.2, Prayers (1)–(2).

26 SOC, Prayer (3).

Common account

11 Beneficiaries are entitled "as of right" to be given a common account of the trustee's stewardship of trust assets, without having to show that the trustee has committed a breach of trust (*Cheong Soh Chin* at [72], citing *Foo Jee Seng v Foo Jhee Tuang* [2012] 4 SLR 339 ("*Foo Jee Seng*") at [87] and *Libertarian Investments Ltd v Hall* (2013) 16 HKCFAR 681 ("*Libertarian Investments*") at [167]).

12 The process for the taking of a common account is summarised in *Cheong Soh Chin* at [74]: "First, the question is asked whether the claimant has a right to an account. Second, the taking of the account. Third, the court grants consequential relief. *It can thus be observed that the taking of an account is a process. It is not, in itself, a remedy* …" [emphasis added].

Account on wilful default basis

13 The beneficiary seeking an account on wilful default basis must "allege and prove at least one act of wilful neglect or default" (*Cheong Soh Chin* at [80]). It is not a requirement for the trustee to be conscious of his misconduct, or appreciate that his behaviour is a breach of trust (*Cheong Soh Chin* at [81]).

14 The process of taking an account on wilful default basis covers much of the same ground as a common account. However, the scope of an account on wilful default basis is wider than that of a common account. The trustee has to account not only for what was *actually received*, but also for what he *might have received* if not for the default (*Cheong Soh Chin* at [82]).

Consequential remedies

15 An order for the taking of accounts is "an anterior step in a process that enables the beneficiary to have the information at hand to pursue remedies in respect of breaches of trust, such as the remedies of falsification and surcharging" (*Devin Jethanand Bhojwani v Jethanand Harkishindas Bhojwani* [2024] SGHC 310 ("*Devin Jethanand Bhojwani*") at [153] and [160]). I provide a brief overview of the remedies of falsification and surcharging below.

Falsification and surcharging on common account

16 The common account, once furnished, may disclose discrepancies – the beneficiary may then decide whether to falsify a discrepant entry, or to surcharge the account (*Cheong Soh Chin* at [77]). When the beneficiary falsifies an entry, he essentially asserts that the entry on the credit side should be struck out of the account; the trustee then bears the burden of proving that the disbursement was an authorised one (*Cheong Soh Chin* at [78]). When the beneficiary seeks to surcharge a common account, the beneficiary essentially asserts that the trustee received more than the account records; the burden lies on the beneficiary to show that the trustee in fact received more than the account records (*Cheong Soh Chin* at [79]).

Falsification and surcharging on an account on wilful default basis

17 Where an account is taken on wilful default basis, the remedies of falsification and surcharging apply as they would under a common account. In addition, the beneficiary may seek to surcharge *on a wilful default basis*. This would require a causal inquiry "to identify what the trustee *would have* received, as opposed to what the trustee has already *actually* received" [emphasis in original] (*Cheong Soh Chin* at [90]).

Decision

18 The Claimants have brought claims in respect of various assets which purportedly belong to the Estate. In respect of these assets, they seek orders for accounts, repayment, and equitable compensation, among others.[27] The Claimants also claim that the Defendants have breached their duty to account for and get in assets and income belonging to the Estate, and seek an order for a *general* account of all assets belonging to the Estate:[28]

> … a full and proper account of the assets (and income) that do and should form part of the Deceased's estate and, insofar as D1 and D2 have failed in their duty to account for and get in the appropriate assets (and income), an order that any such additional assets (and income) (i) do form part of the Deceased's estate and (ii) that they should be got in and administered in accordance with the terms of the Will …

19 I begin with some observations on the Claimants' claim for a general account. Thereafter, I address the claims in turn. Finally, I address the question of whether the Claimants are entitled to an account of the assets belonging to the Estate on a *wilful default basis*.

The prayer for a general account

20 The parties agree that the Claimants, as beneficiaries of the Estate, are entitled to a common account of the assets belonging to the Estate.[29] In the present case, the central contention is whether the Defendants furnished a *sufficient* account.

---

27 SOC at paras 38.1–38.1A, Prayers (1)–(2).

28 SOC at paras 35, 38.2.

29 Defendants' Closing Submissions dated 11 August 2025 ("DCS") at para 12.

21 In this respect, the Court of Appeal's guidance in *Baker, Michael A (executor of the estate of Chantal Burnison, deceased) v BCS Business Consulting Services Pte Ltd and others* [2023] 1 SLR 35 ("*Michael A Baker*") (at [24]) is instructive:

> 24 The duty of a trustee to be constantly ready with his account has been said to be the "first duty" of a trustee … *In providing an account to the beneficiaries, it has been said that what is required from a trustee is: (a) he must say what the assets were; (b) he must say what he has done with the assets; (c) he must say what the assets now are; and (d) he must say what distributions have taken place* (*Ball v Ball and another* [2020] EWHC 1020 (Ch) at [24]). The trustee must by the accounting process give "proper, complete, and accurate justification and documentation for his actions as a trustee," as the taking of an account is a means to hold the trustee accountable for his stewardship of trust property (*Lalwani Shalini Gobind and another v Lalwani Ashok Bherumal* [2017] SGHC 90 at [23]).
>
> [emphasis added]

22 In other words, the Defendants must provide an account which sets out: (a) the assets belonging to the Estate *at the time of the Patriarch's death*; (b) a record of the Defendant's dealings with said assets; (c) the *current* status of assets belonging to the Estate; and (d) the distributions which have taken place.

23 In respect of (a) above, the Defendants' pleaded position appears to be that a full account of assets belonging to the Estate at the time of the Patriarch's death was provided in the SOA.[30] The Claimants, on the other hand, assert that the Defendants have breached their duty to account for and get in assets and income belonging to the Estate; they identify various assets which they claim ought to form part of the Patriarch's Estate.[31] I address these assertions in the following section.

---

30 Defence at para 19.

31 SOC at paras 31–35.

24 In respect of (b)–(d) above, the Defendants make the following contention in their closing submissions:[32]

> From the evidence during the trial, it is clear that the Defendants do require some space and time to draw up the accounts for the beneficiaries. … *The Defendants are ready to render an account for what they have administered should the Court direct so.*
>
> [emphasis added]

25 By their own admission, the Defendants have not rendered a *sufficient* account in respect of their dealings with assets belonging to the Estate.

26 The Claimants are entitled to seek, and the court is in a position to make, an order for the Defendants to render a full account of assets belonging to the Estate. However, I intend to review what the Defendants say they have put forward as an account of the assets and determine if, arising from my review, any remedies should be granted.

27 It is well-established that beneficiaries to a trust are entitled to an account of trust assets, and the trustee has a corresponding duty to keep and furnish said account as requested, within reasonable bounds (see *Lalwani Shalini Gobind v Lalwani Ashok Bherumal* [2017] SGHC 90 ("*Lalwani Shalini Gobind*") at [19]). The trustee's duty to furnish accounts is *continuous and on-demand* (*Cheong Soh Chin* at [75], citing *Lalwani Shalini Gobind* at [20]). It follows that in most cases, it would not be possible for a "full" account of trust assets to be furnished before consequential remedies are ordered.

28 The accounting procedure serves an "informative purpose of allowing the beneficiaries to know the status of the trust property and what

---

[32] DCS at para 13.

transformations it has undergone" (*Michael A Baker* at [25]). The account allows the beneficiary to identify assets in respect of which they may be entitled to proprietary relief, or to ascertain the personal liability of the trustee (*Michael A Baker* at [25]; see also *Devin Jethanand Bhojwani* at [153] and [160]). In *UVJ v UVH* [2020] 2 SLR 336 ("*UVJ v UVH*"), the CA stated:

> 27 We emphasise two further points. First, that following the taking of an account, the beneficiary is entitled to ask for an inquiry to discover what the trustee did with any money that was misappropriated. The taking of an account is merely a step in the process. Second, that while the beneficiary may elect whether to call for an account or further inquiry, it is the court which always has the last word. …

29 The CA went on to quote Lord Millet NPJ in *Libertarian Investments* (*UVJ v UVH* at [27]). I reproduce a part of that quotation relevant for the present purposes:

> … As Lord Millett NPJ explained in *Libertarian Investments Ltd v Thomas Alexej Hall* (2013) 16 HKCFAR 681 ("*Libertarian Investments*") at [167]–[172]:
>
> > […]
> >
> > 172. At every stage the plaintiff can elect whether or not to seek a further account or inquiry. ***The amount of any unauthorised disbursement is often established by evidence at the trial, so that the plaintiff does not need an account but can ask for an award of the appropriate amount of compensation.*** Or he may be content with a monetary award rather than attempt to follow or trace the money, in which case he will not ask for an inquiry as to what has become of the trust property. *In short, he may elect not to call for an account or further inquiry if it is unnecessary or unlikely to be fruitful, though the court will always have the last word.*
>
> [CA's emphasis in *UVJ v UVH* in italics; emphasis added in bold italics]

30 In the present case, the Defendants have produced bank account statements for the Joint RHB Malaysia Account, the Joint RHB Singapore

Account, and the Estate Account.[33] The Defendants do not dispute the accuracy or currency of these statements. I find that, in respect of these accounts, the statements suffice as accounts upon which consequential remedies can be ordered.

The claims

31 I adopt the following approach in relation to each claim.

(a) First, I assess whether the asset in question forms part of the Estate, such that the Defendants are liable to account for it.

(b) Next, I assess whether remedies may be ordered in respect of the individual claims at the present stage. Where necessary, I consider whether the Defendants should be ordered to furnish *further* accounts or information in respect of the particular asset, before a remedy is granted.

Malaysia Accounts

32 The Claimants allege that the Joint RHB Malaysia Account was linked to a UOB Kay Hian Malaysia share trading account in the Patriarch's sole name ("Share Account"), and a UOB Kay Hian Malaysia share trading account in the 2nd Defendant's sole name ("D2's Share Account").[34] I refer to these three accounts, together, as the "Malaysia Accounts" (see [7(a)] above).

---

[33] AEIC of Ng Chee Pong filed 28 March 2025 ("Ng Chee Pong's AEIC") at pp 11–71; AEIC of Ng Phek Cheng filed 28 March 2025 ("Ng Phek Cheng's AEIC") at pp 10–283.

[34] SOC at para 12.

33 The Claimants claim that moneys and shares in the Malaysia Accounts were misappropriated or wrongfully excluded from the Estate by the Defendants.[35] They further allege that their requests to see statements relating to the Malaysia Accounts were denied by the Defendants.[36]

34 The Defendants deny the assertions made above.[37] The 2nd Defendant asserts that shares in D2's Share Account do not form part of the Estate, and that the Patriarch meant to let the 2nd Defendant have the shares in D2's Share Account.[38] The 2nd Defendant also asserts her entitlement to moneys in the Joint RHB Malaysia Account on the basis of the right of survivorship. Notwithstanding this position, she has agreed that these moneys should be treated as an asset belonging to the Estate.[39]

Share Account

35 It is not disputed that the Share Account forms part of the Estate, and that the Defendants are liable to account in this respect. The Defendants have produced a statement of account from Bursa Malaysia Bhd reflecting the Patriarch's holdings from 15 December 2020 to 14 June 2021; the statement reflects holdings of only 10,000 shares in two de-listed companies – Crimson Land Bhd and Wembley Industries Holding Bhd.[40] The Claimants allege, in light of the Patriarch's "substantial" investments in publicly-listed companies

---

35 SOC at para 29.

36 SOC at paras 26–27.

37 Defence at paras 8 and 13.

38 Defence at para 8.

39 DCS at para 5.

40 SOC at para 28; Ng Chee Seng's AEIC at p 569.

on Bursa Malaysia Bhd,[41] that there are shares belonging to the Patriarch which have not been reflected in the Share Account, and that the 2nd Defendant had "misappropriated or converted them to her own use".[42]

36 I accept the Defendants' assertion that, during his lifetime, the Patriarch had been in control of the operation of the accounts and moneys.[43] The Claimants accept this.[44] I also accept that the Defendants disclosed all shareholdings owned by the Patriarch *at his time of death*.[45] On the evidence before the court, the Patriarch's Share Account held 10,000 shares in the two de-listed companies and nothing more, at the time of the Patriarch's death. The Claimants are unable to point to anything beyond anecdotal evidence to support their assertion that the Patriarch held *other* shares in the Share Account.[46]

37 Crucially, insofar as the Share Account is concerned, the Claimants have brought their claims against the Defendants in their capacity as executors and trustees of the Estate.[47] Accordingly, there is no basis to hold the Defendants liable to account for assets belonging to the Patriarch, which he no longer owned at the time of his passing (see *Lakshmi Prataprai Bhojwani v Moti Harkishindas Bhojwani* [2019] 3 SLR 356 ("*Lakshmi Prataprai Bhojwani*") at [34]). However, as the Share Account was not included in the SOA, I make a finding that the assets in the Share Account form part of the Estate and that they should be gotten in and administered in accordance with the terms of the Will.

---

41 SOC at para 28.

42 Claimants' Reply Submissions dated 28 August 2025 ("CRS") at para 3.2.

43 Defence at para 16.

44 Claimants' Closing Submissions dated 11 August 2025 ("CCS") at para 11.3.

45 Defence at paras 13–16, 17 and 18N.

46 CRS at para 3.2.

47 SOC at paras 33–34.

D2's Share Account

(1) Whether D2's Share Account forms part of the Estate

38 The Claimants claim that the Patriarch had not intended to benefit the 2nd Defendant by buying shares through D2's Share Account.[48] Accordingly, it is their case that the shares in D2's Share Account ought to form part of the Estate, and had been wrongfully excluded from the SOA.[49] On the other hand, the 2nd Defendant asserts her entitlement to the account, claiming that her father had intended to gift the shares to her.[50]

39 The question is whether the 2nd Defendant held the shares in D2's Share Account on trust for the Patriarch/the Estate. A resulting trust arises where there is a transfer of property "in circumstances in which the provider does not intend to benefit the recipient" (*Lau Siew Kim v Yeo Guan Chye Terence* [2008] 2 SLR(R) 108 ("*Lau Siew Kim*") at [35], citing Robert Chambers, *Resulting Trusts* (Clarendon Press, Oxford, 1997) ("*Resulting Trusts*") at p 32). The finding of a resulting trust requires "direct evidence" of the transferor's intentions (*Estate of Yang Chun (Mrs) née Sun Hui Min, deceased v Yang Chia-Yin* ("*Estate of Yang Chun*") [2019] 5 SLR 593 at [54]; see also *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [49]–[52]). On the other hand, a *presumed* resulting trust arises where there has been a transfer of property to another "for which the recipient does not provide the whole of the consideration" (*Lau Siew Kim* at [35], citing *Resulting Trusts* at p 32).

---

48 CCS at paras 19–30.

49 SOC at para 34.6.

50 Defence at para 17; Transcript dated 27 June 2025 at p 51, lines 1–4; p 58 line 25 to p 60 line 4.

40 The presumption of advancement operates in certain circumstances to rebut the presumption of resulting trust, such that an individual who transfers property into another person's name is presumed to have intended to make a gift to that person (*Lau Siew Kim* at [57], citing *Pecore v Pecore* (2007) 279 DLR (4th) 513 at [81]).

41 In the present case, while there is no direct evidence of the Patriarch's intentions with respect to D2's Share Account, it is undisputed that the shares in D2's Share Account had been purchased and funded by the Patriarch, who maintained control over the account during his lifetime.[51] Accordingly, a rebuttable legal presumption of resulting trust arises on the facts, and the burden falls on the 2nd Defendant to prove that the Patriarch had intended to gift the shares in D2's Share Account to her (*Estate of Yang Chun* at [64(a)]; *Lim Chen Yeow Kelvin v Goh Chin Peng* [2008] 4 SLR(R) 783 ("*Kelvin Lim*") at [124]).

42 I also accept that the presumption of advancement applies in the present case in light of the father-daughter relationship between the Patriarch and the 2nd Defendant, though the presumption should be assessed in accordance with contemporary norms (see *Lau Siew Kim* at [60]). Therefore, the burden falls *first* on the Claimants to displace the presumption of advancement.

43 In my view, the Claimants have adduced insufficient evidence to displace the presumption of advancement. It is undisputed that the Patriarch had and maintained control over a UOB Kay Hian Malaysia share trading account in his sole name (*ie*, the Share Account). There is no apparent reason why the Patriarch would have chosen to purchase shares through D2's Share Account instead of his own, save that he intended to gift the shares to the 2nd Defendant.

---

[51] Transcript dated 27 June 2025 at p 51, lines 1–14.

In this vein, I find that there is no evidence to support the Claimants' assertion that this arrangement was adopted for "administrative convenience".[52]

44 For the avoidance of doubt, while I recognise the Claimants' reliance on the fact that dividends from D2's Share Account were credited into the Joint RHB Malaysia Account, of which the Patriarch retained control, up until 25 March 2022,[53] I did not consider this determinative. Such an arrangement may be explained by the fact that the Patriarch was the one controlling the purchase and sale of shares in D2's Share Account.

45 Bearing in mind that the burden of displacing the presumption of advancement lies with the Claimants, I find that D2's Share Account does not form part of the Estate, and that the Defendants are not liable to account in this regard.

Moneys in the Joint RHB Malaysia Account

(1) Whether the Joint RHB Malaysia Account forms part of the Estate

46 The Joint RHB Malaysia Account was reflected in the SOA, and therefore, *prima facie*, constitutes part of the Estate. In her Defence, the 2nd Defendant asserts a legal right to the funds in this account, but states that she is willing for the monies in the account to be treated as an asset belonging to the Estate.[54] In my view, this should dispose of the matter.

47 However, for completeness, I note that the 2nd Defendant stated during cross-examination that the inclusion of the account in the SOA was

---

52 CCS at paras 13.6 and 25.7.

53 CCS at para 26; CRS at para 3.3; Transcript dated 27 June 2025 at p 52, lines 2–23.

54 Defence at para 18C.

unintentional, and done on the instructions of a previous solicitor.[55] Even if that was the case, and accepting that the SOA may not be determinative of an asset's status (see *Chye Seng Kait v Chye Seng Fong (executor and trustee of the estate of Chye You, deceased)* [2021] 2 SLR 1131 at [3] and [6]–[8]), this does not explain the position taken by the 2nd Defendant *in* the present trial:

(a) The 2nd Defendant affirmed the position that the Joint RHB Malaysia Account should form part of the Estate at numerous junctures in the trial: in the Defence,[56] her affidavit-of-evidence-in-chief ("AEIC"),[57] and the Defendants' closing submissions.[58]

(b) In contrast, as pointed out by the Claimants,[59] the 2nd Defendant's assertion that the Patriarch had *expressly gifted* her the moneys in the Joint RHB Malaysia Account was raised for the first time during cross-examination. This assertion was not made in her Defence or AEIC;[60] nor was it subsequently addressed in the Defendants' closing or reply submissions.

48 In any event, I would have found that the moneys in the Joint RHB Malaysia Account (or at least some part thereof) were held by the 2nd Defendant on presumed resulting trust for the Estate. I explain.

---

55 Transcript dated 27 June 2025 at p 52 line 29 to p 53 line 15.

56 Defence at para 18C.

57 Ng Phek Cheng's AEIC at para 9.

58 DCS at para 5.

59 CCS at para 11.4.2.

60 Defence at para 18C; Ng Phek Cheng's AEIC at para 9.

49 In the case of a joint bank account, there is a presumption that the surviving account holder takes "the whole of the benefit of the account in the absence of a contrary intention"; the onus is on the person challenging this right of survivorship to demonstrate such a contrary intention: *Estate of Yang Chun* at [53], citing *Collars Muriel Esther de Jesus v Sandra Audrey Jude Collars* [2008] SGHC 110 at [30]. The rule of survivorship may be displaced by a resulting trust or a presumed resulting trust; see the discussion on said trusts at [39] above. In the present case, there is no direct evidence of the Patriarch's intentions in respect of the Joint RHB Malaysia Account. Thus, I find that a resulting trust has no application in the present case. I turn to consider whether a presumed resulting trust arises on the facts, so as to preclude the operation of the right of survivorship.

50 I accept that the moneys in the Joint RHB Malaysia Account had, for the most part, been contributed by the Patriarch. The 2nd Defendant does not assert that she made direct contributions to the Joint RHB Malaysia Account. Instead, she argues that: (a) she may have contributed indirectly to the account when she gave the Patriarch money;[61] and (b) the dividends from the shares in D2's Share Account, which were deposited in the Joint RHB Malaysia Account, amounted to contribution by the 2nd Defendant.[62] I address these assertions in turn:

(a) I am unable to accept the 2nd Defendant's testimony that she may have contributed indirectly to the account when she gave the Patriarch money.[63] From the 2nd Defendant's own evidence, these purported "contributions" were plainly intended to be gifts to the

---

61 Transcript dated 27 June 2025 at p 31 lines 1–9.

62 Transcript dated 27 June 2025 at p 32 lines 3–10.

63 Transcript dated 27 June 2025 at p 31 lines 1–9.

Patriarch,[64] and in any event, there was no evidence that those funds had been deposited into the Joint RHB Malaysia Account.

(b) That said, in view of my finding that the shares in D2's Share Account belonged to the 2nd Defendant (at [45] above), I accept that the 2nd Defendant was entitled to the dividends from the shares in D2's Share Account. It is uncertain, however, whether any such dividends *deposited in the Joint RHB Malaysia Account* can be taken as the 2nd Defendant's contributions. The facts appear to disclose a common intention shared by the 2nd Defendant and the Patriarch that these dividends would be at the Patriarch's disposal, at least during his lifetime. I need not make a conclusive finding on this, in light of the 2nd Defendant's agreement that the moneys in the Joint RHB Malaysia Account be treated as part of the Estate.

51 Accordingly, a rebuttable presumption of resulting trust arises *at least* in respect of the remaining moneys in the Joint RHB Malaysia Account (*ie*, excluding the dividends attributable to the shares in D2's Share Account). The burden falls on the 2nd Defendant to prove that the Patriarch had intended to gift the remaining moneys in the Joint RHB Malaysia Account to her (*Estate of Yang Chun* at [64(a)]; *Kelvin Lim* at [124]).

52 I also accept that the presumption of advancement (see [40] above) applies in the present case. However, I consider that the presumption of advancement, in respect of the Joint RHB Malaysia Account, is not a strong one, and is successfully rebutted on the evidence before me.

---

64 Transcript dated 27 June 2025 at p 49 lines 2–10.

53 As noted in *Lau Siew Kim* at [68], one factor which could affect the weight of the presumption of advancement is the number of children the parent has – "the greater the number of children one has, the less likely that a transfer of property of substantial value to a single child without similar provision for the other children would be intended as a pure gift to that child". In the present case, the Patriarch had six children and multiple grandchildren: all beneficiaries under his will. There was no evidence that he had intended to benefit the 2nd Defendant *more* than the other beneficiaries of his will. In this regard, unlike D2's Share Account, the Joint RHB Malaysia Account was a joint account in the names of *both* the Patriarch and the 2nd Defendant.

54 The 2nd Defendant asserted that the Patriarch had expressly "gifted" the moneys in the Joint RHB Malaysia Account to her, prior to the opening of the account:[65]

> Q: Okay. Now, did the deceased request for your name to be included in the two RHB joint accounts in Malaysia and Singapore? In other words, was it something that he had asked you to do?
>
> A: He talked to me about it and then after that, he said "I am going to give you, my gift to you". Then he drove me, then he picked a day, then he drove me to Johor Baru.
>
> Q: I am sorry, Mdm Ng, when you say the deceased said that he wanted to give a gift to you, what is he referring to? What is this gift?
>
> A: That means the accounts that he's going to open later on, he said gift to me. I suppose it's after he passed on, might be like that, I take it that way, you know.
>
> Q: After he passed on.
>
> A: But he may mean something else, I don't know. It means that you can take it any time you want. I don't know. I never asked lah.

---

65 Transcript dated 27 June 2025 at p 35, lines 13–25.

55 It is noteworthy that, notwithstanding that this evidence was critical to the 2nd Defendant's assertion that the Patriarch intended to gift the moneys in the Joint RHB Malaysia Account to her, it is found nowhere in her AEIC. The alleged communication between the Patriarch and the 2nd Defendant on this issue surfaced for the first time in the course of the 2nd Defendant's cross-examination. I find her evidence on this point entirely unconvincing.

56 Further, the weight of the evidence goes against the 2nd Defendant's assertion that the moneys in the Joint RHB Malaysia Account had been gifted to her by the Patriarch.

(a) First, the Patriarch exercised sole control over the Joint RHB Malaysia Account. In court, the 2nd Defendant attested that the Patriarch was the one who made decisions regarding the Joint RHB Malaysia Account.[66] I note, for completeness, the 2nd Defendant's assertion that she had control over the account, but *did not exercise it out of respect for her father*.[67] I did not give weight to this assertion, as it was unsubstantiated. Joint account holders, naturally, have control over joint accounts. What matters is whether this control was exercised, and why. The 2nd Defendant's non-exercise of control over the account could equally indicate either deference to the Patriarch or a recognition that the funds in the account belonged to him.

(b) Secondly, the actions of the 2nd Defendant are consistent with the finding that the Joint RHB Malaysia Account forms part of the Estate. In trial, when questioned about the withdrawals made from the

---

66 Transcript dated 27 June 2025 at p 33, lines 22–32; p 34, lines 1–6, 15–18, 29–31; Ng Phek Cheng's AEIC at para 9.

67 Transcript dated 27 June 2025 at p 34, lines 18–28.

Joint RHB Malaysia Account, the 2nd Defendant did not assert that she had made the withdrawals because she was *entitled* to the moneys in the account:[68]

> Q: Okay. I put it to you that the reason why you have made these withdrawals from the RHB joint accounts was because you were relying on the basis that you are the sole surviving joint account holder and that you are legally entitled to receive the funds as you have pleaded in your own defence. Agree or disagree?
>
> A: 50-50. I am thinking for the beneficiaries and I am also thinking about myself. *Should---because which way it turns, we cannot tell.*
>
> […]
>
> Q: When you withdrew these funds, you — it cannot be both because you are entitled to it and at the same time, also because you want to protect these funds from being seized, so that you can protect the beneficiaries. Do you agree with me?
>
> A: No, because if it turns in my favour, then I will get it right. Then I'll be at the losing end, correct or not? My money all there gone, seized. Then if should go in the favour of the other side, the assets, then it's sitting safely there, what, no loss. There's no loss.
>
> [emphasis added]

It is undisputed that the withdrawals from the Joint RHB Malaysia Account took place in 2022.[69] The present proceedings were commenced on 2 August 2023. Had the moneys in the Joint RHB Malaysia Account been expressly gifted to her by the Patriarch, there would have been no reason for the 2nd Defendant to be *uncertain* of her entitlement to said moneys.

---

68 Transcript dated 27 June 2025 at p 17 line 22 to p 18 line 5.

69 SOC at para 34.3; Defence at para 18C.

57 Accordingly, on the facts, I would have found that the operation of the rule of survivorship was displaced by a presumed resulting trust, *at least* in respect of the remaining moneys in the Joint RHB Malaysia Account. That said, in view of the 2nd Defendant's agreement that the moneys in the Joint RHB Malaysia Account be treated as part of the Estate, I find that the *entirety* of the Joint RHB Malaysia Account forms part of the Estate, and the Defendants are liable to account to the beneficiaries in that respect.

(2) Whether consequential remedies should be ordered

58 The 2nd Defendant has furnished account statements for the Joint RHB Malaysia Account from 2018 to September 2024,[70] save for the period of May 2018 to November 2018, and November 2019 ("relevant periods").[71] I am satisfied that there is sufficient information for consequential remedies to be ordered.

59 As a preliminary point, I note the Claimants' submission that the Defendants' failure to disclose statements for the relevant periods should lead to the drawing of an adverse inference against the Defendants; though they do not state the inference they ask the court to draw.[72] I make two observations in this regard:

(a) First, the relevant periods predate the Patriarch's death in May 2021. The 2nd Defendant, in her capacity as an executor and trustee of the Estate, is not liable to provide an account of trust property prior to the Patriarch's death (see *Lakshmi Prataprai Bhojwani* at [34]).

---

70 Ng Phek Cheng's AEIC at pp 211–283.

71 CCS at para 17.

72 CCS at para 18.

(b) Second, the Claimants assert that the 2nd Defendant was obliged to account for her dealings with the Joint RHB Malaysia Account *prior* to the Patriarch's death, on the basis that she held the moneys on resulting trust for the Patriarch.[73] However, the Claimants' own case is that the Patriarch retained sole control over the Joint RHB Malaysia Account during his lifetime.[74] This means that any dissipation of assets during the relevant periods would have been carried out *by the Patriarch*. There is no adverse inference that can be drawn from the Defendants' failure to provide the relevant statements.

60 Thus, insofar as the Claimants submit that any dividends or proceeds from any sale of the Patriarch's "substantial" investments in publicly-listed companies on Bursa Malaysia Bhd would have been credited to the Joint RHB Malaysia Account, and that it is "concerning" that the balance of the account was recorded as being $35,894.32 in the SOA,[75] I reject this submission.

61 I turn now to address the withdrawals from the Joint RHB Malaysia Account made after the Patriarch had passed away. These withdrawals are reflected in the bank account statements produced by the Defendants.[76] It is not disputed that the 2nd Defendant made three withdrawals from the Joint RHB Malaysia Account:[77]

(a) On 28 June 2022, the 2nd Defendant withdrew a sum of RM60,000.

---

73 SOC at para 30.

74 CCS at para 11.3.

75 SOC at para 28.

76 Ng Phek Cheng's AEIC at pp 257, 260.

77 SOC at para 34.3; Defence at para 18C.

(b) On 30 June 2022, the 2nd Defendant withdrew a sum of RM80,000.

(c) On 11 October 2022, the 2nd Defendant withdrew a sum of RM7,000.

62 The onus falls on the 2nd Defendant to show that these withdrawals were authorised (*Cheong Soh Chin* at [78]). In her Defence, the 2nd Defendant indicated her willingness for the sums to be treated as part of the Estate.[78] At trial, the 2nd Defendant stated that she had made the withdrawals and deposited the moneys in her personal bank account, out of concerns regarding potential regulatory measures in Malaysia.[79] Once again, this was evidence that was not found in the 2nd Defendant's AEIC.

63 In my view, the 2nd Defendant has not shown that these withdrawals were authorised. Accordingly, I find that the Claimants are entitled to falsify the withdrawals, and order that the 2nd Defendant repay the sums withdrawn (totalling RM147,000) to the Estate.

$100,000 Dividend

64 On or around 12 May 2022, after the Patriarch had passed away, dividends were paid out by EATCO to its shareholders.[80] The Estate was entitled to receive $100,000 in dividends, based on the 20,000 EATCO shares the Patriarch held.[81] The sum of $100,000 was deposited into the 1st Defendant's

---

78 Defence at para 18C.

79 Transcript dated 27 June 2025 at p 21, lines 2–22.

80 SOC at para 30A.

81 SOC at para 30A.

personal bank account.[82] On 7 September 2022, the Claimants sent a letter of demand to the Defendants, demanding among other things the transfer of the $100,000 Dividend to the Estate Account.[83] On 20 April 2023, the 1st Defendant transferred the $100,000 Dividend to the Estate Account.[84]

65 The Claimants claim that the 1st Defendant breached his duty as a trustee by converting the $100,000 Dividend to his own use, from around 12 May 2022 to 20 April 2023,[85] and ask that the 1st Defendant be ordered to pay interest on the $100,000 Dividend, to the Estate.[86] On the other hand, the 1st Defendant asserts that he transferred the dividend to his personal account on advice of EATCO's company accountant, as the Estate Account had not been set up.[87] It is asserted that the 1st Defendant "is elderly and is administering an [estate] for the first time".[88] The 1st Defendant asserts that there was "no dishonesty proven" as the withdrawal had been "recorded on the outset", and also points to the fact that the $100,000 Dividend has since been repaid to the Estate.[89] He argues, accordingly, that "there ought to be no further issue with this".[90]

66 It is not disputed that the $100,000 Dividend forms part of the Estate. On the facts, I am satisfied that the 1st Defendant breached his duty not to

---

82 SOC at para 30A.

83 SOC at para 30B.

84 Defence at para 17B.

85 SOC at para 30C.

86 SOC at para 30C.

87 Defence at para 17A.

88 DCS at para 3.

89 DCS at para 3.

90 DCS at para 3.

commingle estate funds with his own money (see *Lim Heng How v Lim Meu Beo* [2020] 4 SLR 1217 at [27]). I do not accept the 1st Defendant's explanation and assertions (at [65] above), as it is plainly contradicted by the objective evidence before me. The bank account statements show that the Estate Account had already been set up in May 2022.[91] The $100,000 Dividend was only repaid to the Estate on 20 April 2023, nearly *a year* after the $100,000 Dividend was received by the 1st Defendant and the Estate Account was set up, and *around seven months* after the Claimants sent a letter demanding the repayment of said sum.

67 The Claimants claim, as against the 1st Defendant, "an order for payment of whatever interest (at such rate and for such period as the Court thinks fit) on the $100,000 dividends".[92] I accept that interest would have been earned on the $100,000 Dividend between 12 May 2023 and 20 April 2023, *but for* the 1st Defendant's misapplication of the $100,000 Dividend. Accordingly, I find that the Claimants are entitled to seek the remedy of surcharging on wilful default basis (see [17] above).

68 I direct that the 1st Defendant is liable to pay the Estate lost interest on the $100,000 Dividend, to be assessed. I strongly urge parties to reach an agreement on the quantum of this lost interest, as I observe that the eventual quantum may not justify the time and costs involved in the assessment. To this end, I would, subject to further argument, preliminarily observe that a reasonable basis for assessment could be the prevailing interest rate of the Estate Account during the period when the $100,000 Dividend was kept out of said account.

---

91 Ng Chee Pong's AEIC at pp 35–37.

92 SOC at para 38.1A.

The Withdrawals

69 The Defendants made a series of withdrawals from the Patriarch's bank accounts, which are, according to the Claimants, unaccounted for:[93]

(a) One withdrawal from the Joint RHB Singapore Account: On 6 January 2022, the 2nd Defendant withdrew a sum of $20,412.99 from the Joint RHB Singapore Account.

(b) Three withdrawals from the Joint RHB Malaysia Account made by the 2nd Defendant (see [61] above).

(c) Ten withdrawals from the Estate Account:

(i) On 3 November 2022, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $2,808.30.

(ii) On 3 November 2022, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $6,000.

(iii) On 17 November 2022, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $7,383.

(iv) On 19 December 2022, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $19,526.91.

(v) On 4 January 2023, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $12,178.66.

(vi) On 4 January 2023, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $47,334.

---

93 SOC at paras 34.1−34.5.

(vii) On 11 August 2023, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $30,000.

(viii) On 26 December 2023, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $19,872.

(ix) On 9 April 2024, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $9,465.

(x) On 18 April 2024, the 1st Defendant and/or the 2nd Defendant withdrew a sum of $5,450.

70 The Defendants do not deny that the withdrawals were made.[94] These withdrawals are also reflected in the respective bank account statements.[95] Having addressed the withdrawals from the Joint RHB Malaysia Account above (at [61]–[63]), I address the remaining two accounts below.

Withdrawals from the Joint RHB Singapore Account

(1) Whether the Joint RHB Singapore Account forms part of the Estate

71 Parties' evidence and submissions with respect to the Joint RHB Singapore Account are similar to that in respect of the Joint RHB Malaysia Account, save that dividends from shares in D2's Share Account were not deposited in the Joint RHB Singapore Account. The account was funded solely by the Patriarch,[96] who retained sole control over the account in his lifetime.[97] As with the Joint RHB Malaysia Account, the 2nd Defendant has *consistently*

---

94 Defence at paras 18A and 18D.

95 Ng Phek Cheng's AEIC at pp 210, 257, 260; Ng Chee Pong's AEIC at pp 44–46, 53, 57, Ng Chee Seng's AEIC at p 290.

96 Transcript dated 27 June 2025 at p 33 lines 11–30.

97 Transcript dated 27 June 2025 at p 34 lines 3–31.

indicated her willingness for the Joint RHB Singapore Account to form part of the Estate.[98] The account has been reflected in the SOA (see [6(a)(xix)] above).

72 Thus, as with the above analysis at [46]–[57], I find that the Joint RHB Singapore Account forms part of the Estate, and that the Defendants are liable to account in this regard.

(2) Whether consequential remedies should be ordered

73 The Defendants have produced account statements from 2014 to January 2022, when the Joint RHB Singapore Account was closed.[99] I am satisfied that there is sufficient information for consequential remedies to be ordered.

74 I turn to address the withdrawal. In her Defence, the 2nd Defendant indicated her willingness for the sums to be treated as part of the Estate.[100] At trial, the 2nd Defendant gave evidence that she withdrew the sum of $20,412.99, which she subsequently deposited in her personal bank account.[101] The 2nd Defendant has not provided any satisfactory explanation for her withdrawal of that sum from the Joint RHB Singapore Account.

75 Accordingly, I find that the Claimants are entitled to falsify the withdrawal, and the 2nd Defendant is liable to repay the sum of $20,412.99 to the Estate.

---

98 Defence at para 18A; Ng Phek Cheng's AEIC at para 9; DCS at para 5.

99 Ng Phek Cheng's AEIC at pp 12–210.

100 Defence at para 18A.

101 Transcript dated 27 June 2025 at p 18, lines 6–24.

Withdrawals from the Estate Account

76 It is undisputed that the Estate Account forms part of the Estate, and that the Defendants are liable to account in this respect.

77 The Defendants have produced account statements from May 2022 to September 2024.[102] I am satisfied that there is sufficient information for consequential remedies to be ordered. In this respect, I note the Defendants' submission that they "require some space and time to draw up the accounts for the beneficiaries".[103] However, I do not consider that this is a barrier to the grant of consequential remedies at the present stage. In deciding whether to grant consequential remedies at a particular stage of the proceedings, the court is concerned with the question of whether the defendants were given "sufficient notice, time and opportunity to make all relevant arguments"; if so, there is no reason to require a separate action or proceeding (*UVJ v UVH* at [48]–[49]).

78 In the present case, the Defendants were given sufficient notice of the Claimants' claims for various consequential remedies. These claims were clearly set out in the Claimants' Statement of Claim.[104] The Defendants had the opportunity to give evidence and make submissions pertaining to these remedies, and *did in fact do so* (see [80] below).

79 I also consider that it would be prejudicial to the Claimants if the Defendants were ordered to render a full account of trust assets, before any consequential remedies are ordered:

---

102 Ng Chee Seng's AEIC at pp 255, 263–293.

103 DCS at [13].

104 SOC at para 38.

(a) This would amount to giving the Defendants a second bite at the cherry, insofar as they may attempt to adduce new evidence pertaining to the consequential remedies sought.

(b) Further, the Defendants had nearly *two years* to furnish a proper account and to provide supporting documentation for any expenses. The present action was commenced on 2 August 2023 – there is no reason for them to claim, in August 2025, that they *still* require "space and time to draw up the accounts for the beneficiaries".[105]

80 I turn to address the withdrawals from the Estate Account. The Defendants assert that the withdrawals were for legitimate expenses relating to the Estate, including for the "payment of solicitors fees and agent fees for the sale of Ruby warehouse units belonging to the Patriarch, payment to vendors for transport and clearing of the said units before sale, reimbursement for Patriarch's funeral [expenses], payment to the IRAS for GST refund for Ruby Warehouse, payment of property taxes for property at 6 Seletar Close, payment of solicitors fees for litigation and for mediation fees".[106] However, they have failed to adduce any evidence supporting their assertion, beyond a bare assertion that there were receipts for the expenses.[107]

81 Accordingly, I find the Claimants are entitled to falsify the withdrawals, and the Defendants are jointly and severally liable to repay the sums withdrawn, totalling $160,017.87, to the Estate.

---

105 DCS at para 13.

106 Defence at paras 18D and 18N.

107 Transcript dated 28 May 2025 at p 72, lines 6–18.

Undisclosed Assets

82 The Claimants point to various assets which were allegedly omitted from the SOA:

(a) various shares and dividends from the Patriarch's holdings in the several Malaysian companies (see [3] and [35] above), as well as in D2's Share Account (see [38] above);[108]

(b) stock held by BMH, which included aloeswood, exotic ornaments and shark's fin;[109] and

(c) two Rolex watches, a jade ring, gold coins, and other valuables which were stored in a safe at 6 Seletar Close ("6 Seletar Close Safe").[110]

83 On this basis, the Claimants allege that the Defendants have breached their duty to get in all assets of the Estate,[111] and seek a "full and proper account of the assets [of the Estate]".[112]

Shares and dividends

84 The Claimants allege that there were holdings in several publicly-listed Malaysian companies in the Share Account and D2's Share Account, which were not accounted for by the Defendants.[113] In response, the Defendants assert that the Patriarch had been in control of the operation of the accounts and

---

108 SOC at para 34.6.

109 SOC at para 31.

110 SOC at para 32.

111 SOC at paras 33–35.

112 SOC at para 35.

113 SOC at para 34.6.

moneys,[114] and that they disclosed all shareholdings owned by the Patriarch at the time of his death.[115]

85 Having found that D2's Share Account does not form part of the Estate, I will only discuss the shares and dividends in the Share Account. As noted above (at [36]), I am satisfied that the Defendants have disclosed the shareholdings owned by the Patriarch at his time of death.

Stock held by BMH

86 The Defendants claim that BMH was transferred to the 1st Defendant, and subsequently deregistered.[116] The Claimants had originally asserted that BMH was a sole proprietorship, and was not capable of being transferred.[117] In trial, however, the 2nd Claimant accepted that BMH had been transferred to the 1st Defendant in 2014, and was no longer the business of the Patriarch at the time of his passing.[118] Instead, the 2nd Claimant sought to draw a distinction between the transfer of the "business" of BMH, and the transfer of assets of BMH.[119]

87 Contrary to the submission of the Claimants,[120] the burden lies with the *Claimants* to prove that the Patriarch retained possession of the stock held by BMH despite transferring the "business" of BMH to the 1st Defendant. All the

---

114 Defence at para 16.

115 Defence at paras 13–16, 17 and 18N.

116 Defence at para 18.

117 Reply (Amendment No 1) dated 20 January 2025 ("Reply") at paras 10–11.

118 Transcript dated 21 May 2025 at p 32, lines 16–30; p 33, lines 26–28.

119 CCS at para 32.6; Transcript dated 21 May 2025 at p 33, lines 1–4, 32; p 34, lines 1–10.

120 CCS at paras 32.6.2–32.6.3.

Claimants show in support of their case are several photographs of goods kept at a warehouse;[121] which include boxes labelled with the name "Buan Mong Heng".[122] I agree with the Defendants that there is no way to ascertain from the photographs alone, whether the goods belonged to the Patriarch at the time of his death.[123]

88 In my view, it is unlikely that the Patriarch would have transferred the "business" of BMH *while* retaining ownership of its stock. Thus, I find that on the balance of probabilities, the stock held by BMH belongs to the 1st Defendant, and the Defendants are not liable to account in this regard.

6 Seletar Close Safe

89 The Defendants have indicated their willingness to assist in opening the 6 Seletar Close Safe and including any possessions belonging to the Patriarch in the SOA.[124] The Claimants point to this as an admission that there are assets which have not been included in the SOA.[125] They also point to the fact that the 1st Defendant is the only person with the key and combination to the 6 Seletar Close Safe, and argue that the contents of the safe could have been removed before the safe is opened in the presence of beneficiaries.[126]

90 The Defendants have not provided, and I do not see, *any* reasonable explanation for why the 6 Seletar Close Safe remains unopened to this date. It

---

121 Ng Chee Seng's AEIC at pp 641–650.

122 Ng Chee Seng's AEIC at pp 643–645.

123 Defendants' Reply Submissions dated 28 August 2025 ("DRS") at para 9.

124 Defence at para 18.

125 Reply at para 13.

126 Reply at paras 12–13.

is undisputed that the safe may contain assets that form part of the Estate. The present proceedings were commenced in August 2023, and the Defendants indicated their willingness to assist in the opening of the safe in November 2024.[127] The safe could have been opened in the presence of parties at any point in time between November 2024 and May 2025.

91 Thus, I consider that the Defendants have breached their duty to call in the assets of the Estate (see *Foo Jee Boo v Foo Jhee Tuang* [2016] SGHC 260 at [75]; *Chye Seng Kait v Chye Seng Fong (executor and trustee of the estate of Chye You, deceased)* [2021] 5 SLR 608 at [4]). I order that the Defendants furnish an account in respect of the assets contained in the 6 Seletar Close Safe.

92 I note that counsel for the Claimants, Mr Lukamto, dedicated time during trial in an effort to establish the existence of various assets which purportedly belonged to the Patriarch – two Rolex watches, a jade ring, gold coins, and other valuables, *etc*.[128] I make two observations. First, there was no evidence that these assets, assuming that they had belonged to the Patriarch, had not been sold or disposed of by the Patriarch *during* his lifetime. Second, at the present juncture, without knowledge of the contents of the safe, there is insufficient evidence to make any conclusive findings.

6 Seletar Close

93 The Claimants allege that the Defendants failed to sell 6 Seletar Close, in breach of their duties.[129] Further, they argue that the 1st Defendant is liable to

---

127 Defence (Amendment No 2) filed 1 November 2024 at para 18.

128 Transcript dated 28 May 2025 at p 15 line 13 to p 25 line 28; p 27 line 7 to p 41 line 18; Transcript dated 27 June 2025 at p 128, lines 16–28; p 129 line 27 to p 130, line 14.

129 SOC at para 36.

the Estate for damages, owing to his continued rent-free occupation of 6 Seletar Close.[130] In response, the Defendants claim that the sale of 6 Seletar Close was put on hold due to the Claimants' commencement of legal proceedings.[131]

Whether the Defendants acted in breach of trust/fiduciary duties

94 To date, 6 Seletar Close has not been sold. The Claimants allege that by postponing the sale of 6 Seletar Close, the Defendants have acted in breach of their duty to act and exercise their powers as trustees in the best interests of the beneficiaries.[132]

95 I begin by examining the relevant provisions of the Will. Clause 3 of the Will grants the Defendants "full discretionary power" to postpone the sale of 6 Seletar Close, "without being responsible for any consequential loss":[133]

> 3. I give devise and bequeath all my property both movable and immovable whatsoever and wheresoever situate not hereby or by any codicil hereto specifically disposed of (including my property over which I may have a general power of appointment or disposition by will) to my Trustees *upon trust to sell, call in and convert into money (with full discretionary power nonetheless to postpone such sale calling in and conversion for so long as my Trustees shall think fit without being responsible for any consequential loss)* with and out of the proceeds thereof and with and out of my ready money to pay my just debts funeral and testamentary expenses and to divide the balance among the persons named below in the proportion of shares as indicated …
>
> [emphasis added]

130 SOC at para 36.

131 Defence at para 20.

132 CCS at para 50.

133 Ng Chee Tian's AEIC at pp 11–13.

96 It is well-settled that where a trust directs the trustees to sell a property while granting them the power to postpone the sale at their discretion, the discretion exercised by trustees should, as a rule, be respected. However, this discretion is not unfettered; trustees owe a fiduciary duty to the beneficiaries, to act, and to exercise their discretionary powers, in the best interests of the beneficiaries (*Foo Jee Seng* at [79]). The court may intervene where the discretion is "improperly exercised, or not exercised at all" (*Foo Jee Seng* at [46], [51]–[52]).

97 In the present case, the Claimants allege that by postponing the sale of 6 Seletar Close, the Defendants have acted in breach of their duty to act and exercise their powers in the best interests of the beneficiaries.[134] I turn to address whether the Defendants' purported failure to sell 6 Seletar Close amounts to a breach of said duty.

98 In *Foo Jee Seng*, the CA found that the trustee of an estate acted unreasonably in delaying the sale of a property, in breach of his duty to act in the best interests of the beneficiaries (at [80]). I reproduce the pertinent facts below (*Foo Jee Seng* at [65]):

> 65 … More than 30 years have elapsed since the Testator's death. The beneficiaries are getting on in years and none of them is living in the Property. Indeed, each of them is living separately with his/her own family. The Property is in a dilapidated state and the rental income which is currently obtained from tenants is meagre. The 1st Respondent has no plans at all as to what he proposes to do with the Property. Finally, and what is most important, except for the 1st Respondent, the greater majority of the beneficiaries under the Testator's Will are in favour of selling the Property so that they may enjoy their inheritance for the remaining period of their lives. …

---

134 CCS at para 50.

99 The CA rejected the trustee's explanation that the testator had intended the property to be an ancestral home (*Foo Jee Seng* at [49]). Accordingly, the CA found that the trustee had taken into account an irrelevant consideration in the exercise of his discretion, and had also failed to take into account a relevant consideration – that the continued holding of the property would no longer be of benefit to the beneficiaries (at [67] and [80]). The CA subsequently ordered the sale of the property (at [89]).

100 In the present case, four years have passed since the Patriarch's death. The Defendants assert that they put the sale of 6 Seletar Close on hold following the commencement of the present legal proceedings.[135] At trial, the 1st Defendant explained that they did so to preserve items or documents which may be tendered as evidence in, or form the subject of, these proceedings.[136]

101 The Claimants point out, in response, that there were *other* methods of preserving said items and documents; they assert that this was an "irrelevant consideration" which the Defendants had taken into account in the exercise of their discretion.[137] They further assert that the Defendants had failed to take into account *relevant* considerations, being the interests of the beneficiaries.[138] They point out, among other things, that the children of the Patriarch are in their 70s, and that the 1st Claimant has little or no savings.[139]

---

135 Defence at para 20; Ng Chee Pong's AEIC at para 15; Ng Phek Cheng's AEIC at para 15.

136 Transcript dated 27 May 2025 at p 57 line 25 to p 58 line 25; Transcript dated 28 May 2025 at p 14 lines 4–10.

137 CCS at paras 48, 50.

138 CCS at para 50.

139 CCS at para 52.

102 I accept that a timely sale of 6 Seletar Close is crucial to ensuring that the beneficiaries of the Will can enjoy their inheritance. There is also no evidence showing that the Patriarch intended for the beneficiaries to be deprived of the enjoyment of their inheritance during their lifetime (see *Foo Jee Seng* at [78]). I also consider the Defendants' explanation for the postponed sale of 6 Seletar Close to be misguided. While I accept that one of the claims brought by the Claimants pertains to the contents of the safe *located* at 6 Seletar Close (at [89] above), it was well within the Defendants' power – *and duty* – to ensure that these assets were called in and duly accounted for in a timely manner (see [91] above). Mr Lukamto also pointed out during trial that it was *possible* to pack up documents and items in 6 Seletar Close and store them elsewhere – a suggestion which the 1st Defendant accepted.[140]

103 That said, at the present juncture, I am hesitant to find the Defendants in breach of their fiduciary duties by postponing the sale of 6 Seletar Close. The Defendants' reason for postponing the sale of 6 Seletar Close, while misguided, does not rise to the level of an *irrelevant* consideration like in *Foo Jee Seng* (at [49]). Further, unlike in the case of *Foo Jee Seng*, where the trustee in question maintained that the sale of the property should be postponed *indefinitely* (see *Foo Jee Seng* at [49] and [65]), the Defendants have expressed readiness to sell 6 Seletar Close following the conclusion of the present proceedings.[141]

---

140 Transcript dated 28 May 2025 at p 14 lines 11–20.

141 Ng Chee Pong's AEIC at para 15; Ng Phek Cheng's AEIC at para 15; Transcript dated 27 May 2025 at p 61 lines 15–18.

Whether consequential remedies should be ordered

(1) Whether an order should be made for the sale of 6 Seletar Close

104 The Claimants seek the following order:[142]

> …an order that D1 and D2, as personal representatives and trustees of the estate of the Deceased, do sell 6 Seletar Close by the appointment of an independent estate agent within such time as this Honourable Court shall specify, distribute the proceeds of sale (less expenses connected with the sale) …

105 The Defendants take no position on the above, save that they will "sell the property as is required of them", and comply with directions as to the sale should the court wish to make them.[143]

106 The court has power to order the sale of property "where it appears necessary or expedient", pursuant to s 18(2) of the Supreme Court of Judicature Act 1969 (2020 Rev Ed) ("SCJA") read with para 2 of the First Schedule to the SCJA. Notwithstanding my finding that the Defendants did not act in breach of trust or their fiduciary duty (at [103] above), I consider that it is expedient to give directions for the sale of 6 Seletar Close. The Defendants agree that the property should be sold in a timely manner,[144] and have indicated their willingness to comply with directions for sale made by the court.[145] The Defendants' concerns about the preservation of items and documents in 6 Seletar Close (see [100] above) can also be allayed with the giving of directions for parties to reach an agreement on the same.

---

142 SOC at para 38.3.

143 DCS at para 7.

144 Ng Chee Pong's AEIC at para 15; Ng Phek Cheng's AEIC at para 15; Transcript dated 27 June 2025 at p 137 line 11.

145 DCS at para 7.

107 Accordingly, I direct that the Defendants are to take steps to sell 6 Seletar Close and distribute the sale proceeds to the beneficiaries according to their respective entitlements under the Will, within six months from the date of this judgment. Parties are to jointly appoint a solicitor and valuer/agent to conduct the valuation and sale of 6 Seletar Close (as was done in *Foo Jee Seng* at [89]; *Chen Xiaoqi v Chen Fangqi* [2023] 5 SLR 945 at [38]). Parties are also to confer and reach an agreement on the account and method of storage of items and documents found in 6 Seletar Close, which belong to the Estate.

(2) Whether the Defendants should be ordered to pay damages in respect of the 1st Defendant's occupation of 6 Seletar Close

108 The Claimants have sought an order that the Defendants be made to pay damages in respect of the 1st Defendant's occupation of 6 Seletar Close. I note, however, that the Claimants have not pleaded or submitted on any corresponding breach of trust or fiduciary duty which would render the 1st Defendant liable to pay said damages. In this respect, the Statement of Claim simply reads:[146]

> … Furthermore, since the death of the Deceased, D1 occupied, and continues to occupy, 6 Seletar Close rent-free and is liable to the estate for damages for the use and occupation of 6 Seletar Close. In the premises, the Claimants claim that D1 and D2 do … pay to the estate damages for the use and occupation of 6 Seletar Close.

109 In *3D Networks Singapore Pte Ltd v Voon South Shiong* [2023] 4 SLR 396 (at [143]), the court observed that in such a scenario, "the court should not venture to impute upon the [defendant] fiduciary duties against which the [defendant's] conduct is to be measured". Similarly, in *Foo Jee Seng*

146 SOC at para 36.

v Foo Jhee Tuang [2012] 1 SLR 211 (at [45]), the court held in respect of a claim for account of profits:

> 45 An account of profits is a remedy that can be granted against the holder of fiduciary duties when a breach of these duties has been established. The plaintiffs prayed for such account of profits but did not allege a breach of fiduciary duties by the first defendant in their submissions, and did not provide any evidence of the same. *In the absence, and proof, of any such allegation, I could not grant this relief.*
>
> [emphasis added]

110 In the circumstances, I am unable to grant an order in respect of damages for the 1st Defendant's occupation of 6 Seletar Close.

Whether an account on wilful default basis should be ordered

111 As noted above (at [13]), the scope of an account on wilful default basis is wider than that of a common account. The trustee has to account not only for what was *actually received*, but also for what he *might have received* if not for the default (*Cheong Soh Chin* at [82]).The beneficiary seeking an account on wilful default basis must "allege and prove at least one act of wilful neglect or default" (*Cheong Soh Chin* at [80]).

112 In view of my findings (at [63], [66], [75], [81] and [91] above), I find that the Claimants are entitled to an account of the Estate on a wilful default basis. For the avoidance of doubt, this account should not include the assets which I have identified as *not* belonging to the Estate.

113 I reiterate that the order for taking of accounts is merely an "anterior step in the process"; notwithstanding the Claimants' entitlement to an account on wilful default basis, it remains for the Claimants to show that they are entitled

to any further reliefs they seek, and the quantum of the same (*Devin Jethanand Bhojwani* at [159]–[160]).

Orders

114 In the circumstances, I grant the following orders:

(a) In respect of the withdrawals from the Joint RHB Malaysia Account, the 2nd Defendant is to repay the sums withdrawn, totalling RM147,000, to the Estate (at [63] above).

(b) In respect of the withdrawals from the Joint RHB Singapore Account, the 2nd Defendant is to repay the withdrawn sum of $20,412.99, to the Estate (at [75] above).

(c) In respect of withdrawals from the Estate Account, the Defendants are to repay the sums withdrawn, totalling $160,017.87, to the Estate (at [81] above).

(d) In respect of the $100,000 Dividend, the 1st Defendant is to compensate the Estate for lost interest, to be agreed or otherwise assessed (at [67]–[68] above).

(e) In respect of 6 Seletar Close, the Defendants are to take steps to sell 6 Seletar Close and distribute the sale proceeds to the beneficiaries according to their respective entitlements under the Will, within six months from the date of this judgment. Parties are to jointly appoint a solicitor and valuer/agent to conduct the valuation and sale of 6 Seletar Close. Parties are also to confer and reach an agreement on the account and method of storage of items and documents found in 6 Seletar Close, which belong to the Estate (at [107] above).

115 The sums listed at [114(a)]–[114(c)] are to be repaid to the Estate with interest at 5.33% per annum, to run from the date of the respective withdrawals to the date of this judgment: see *Lalwani Shalini Gobind* at [76(e)]); para 6 of the First Schedule of the SCJA. The sum listed at [114(d)] is to be repaid to the Estate with interest at 5.33% per annum, to run from 20 April 2023 (*ie*, the date the 1st Defendant returned the $100,000 Dividend to the Estate Account).

116 In addition, the Claimants are entitled to an account of the Estate on wilful default basis (at [112] above). This account is to include the Share Account (at [37] above) and assets contained in the 6 Seletar Close Safe (at [91] above), as well as the lost interest on the $100,000 Dividend (at [67]–[68] above). This account should not include the assets which I have identified as *not* belonging to the Estate (see [45] and [88] above); nor should it include the withdrawals which have been falsified (at [63], [75] and [81] above).

117 Parties are at liberty to write in for clarifications within ten days of this decision. I will hear parties on costs and consequential directions.

Concluding remarks

118 I make one final observation. The commencement of an action should not mark the end of efforts to reach an amicable resolution. Pleadings serve the function of *defining* the contours of the dispute. The discovery process allows parties to gain critical insights into the strengths and weaknesses of their respective cases. The parties may find, as in the present case, that there is more common ground than initially expected.

119 In the present case, it was apparent from the pleadings that the parties' positions aligned in numerous areas. This suggests that more determined efforts at settlement could have avoided the need for trial. In such circumstances, the

onus fell on the parties and their respective solicitors to capitalise on these areas of potential agreement, and to work towards an effective settlement. Regrettably, no such settlement was achieved.

120 At the present juncture, I strongly urge the parties and their respective solicitors to consider whether continued litigation serves their interests. The parties are all getting on in years. As I observed above (at [102]), it would certainly have been the Patriarch's wish that the parties *enjoy* the gifts he has left them, rather than to become embroiled in drawn-out court battles over these gifts.

Sushil Nair
Judicial Commissioner

Lim Joo Toon and Michael Lukamto (Joo Toon LLC) for the claimants;
Yeo Kan Kiang Roy (Sterling Law Corporation) for the defendants.