

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

[2026] SGHC(A) 15

Appellate Division of the High Court / Civil Appeal No 82 of 2025

Between

Tan Huat Chan

... Appellant

And

Wu Lee Choo

... Respondent

In the matter of Originating Application No 233 of 2025

Between

Wu Lee Choo

... Applicant

And

Tan Huat Chan

... Respondent

EX TEMPORE JUDGMENT

[Land — Sale of land — Sale under court order]
[Land — Sale of land — Special conditions of sale]
[Family Law — Consent orders]

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Tan Huat Chan

v

Wu Lee Choo

[2026] SGHC(A) 15

Appellate Division of the High Court — Civil Appeal No 82 of 2025
Kannan Ramesh JAD, Debbie Ong Siew Ling JAD and See Kee Oon JAD
13 May 2026

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Debbie Ong Siew Ling JAD (delivering the judgment of the court *ex tempore*):

1 The parties are former spouses who own a property at 15 Springside Link (“Springside”) as equal tenants-in-common. The respondent, who is the former wife of the appellant, applied for Springside to be sold pursuant to s 18(2) read with para 2 of the First Schedule to the Supreme Court of Judicature Act 1969 (2020 Rev Ed) (“SCJA”). The judge below (“Judge”) ordered Springside to be sold subject to certain undertakings set out in Annex B of HC/ORC 5207/2025. These included an undertaking, amongst others, by the respondent that her share of the sale proceeds will be used to buy a new property (“New Property”) which must be devised to the parties’ daughter, Ms Tan Suek Sian (“Daughter”). The appellant seeks to set aside the order for sale. In the alternative, if the order for sale is upheld, he asks for more stringent undertakings to be imposed on the respondent.

2 Having considered the evidence and the parties’ submissions, we affirm the order for sale and discharge the undertakings in Annex B of HC/ORC 5207/2025.

Background Facts

3 The parties were married on 22 February 1977. An interim judgment of divorce (“IJ”) was granted on 1 December 2016. The IJ contained orders on ancillary matters that were granted by consent (“Consent Order”). The present dispute concerns the following terms in the Consent Order in respect of Springside:

(a) **Clause 3(a)(1):** “The [respondent] and the [appellant’s] joint tenancy in the matrimonial property at Springside, shall be severed and apportioned equally between the [respondent] and the [appellant];”

(b) **Clause 3(a)(2):** “The [appellant] shall solely bear all expenses relating to Springside including property tax, insurance and maintenance;”

(c) **Clause 3(a)(3):** “In the event that parties mutually agree to sell the said property, the net sale proceeds shall be apportioned between the parties equally;” and

(d) **Clause 3(a)(4):** “The parties agree that in the event of the demise of either party, the deceased’s [*sic*] party’s share shall be transferred to the parties’ daughter, Tan Suek Sian.”

4 Final judgment of divorce was granted on 3 March 2017. The parties continued living together at Springside until the respondent moved out in early 2021 to a property she owned at Changi Road (“Changi Road Property”). On

20 March 2025, the respondent began staying temporarily at an apartment in Yishun (“Yishun Apartment”) which she said she rented from her friend, Mr Daniel Yew. At the time of the appeal, the respondent had moved back into Springside on a temporary basis since 30 April 2026 because she had left the Yishun Apartment and was unable to find alternative accommodation.

5 On 6 March 2025, the respondent applied for a court-ordered sale of Springside. This application was made pursuant to s 18(2) of the SCJA. It was *not* an application for a variation of the Consent Order under s 112(4) of the Women’s Charter 1961 (2020 Rev Ed) (“WC”).

Decision below

6 The Judge ordered Springside to be sold with the respondent being bound by certain undertakings. The respondent was to purchase a new residential property in Singapore within six months and move into it within four months of receiving vacant possession. Within three months of completing that purchase, she was to execute a will leaving the New Property and any unutilised net sale proceeds of Springside to the Daughter. Further, the respondent was not to revoke those gifts in any subsequent wills.

7 The Judge reasoned that the Consent Order was never meant to prevent a sale of Springside because cl 3(a)(3) was phrased to provide how the sale proceeds of Springside would be distributed upon a sale, rather than to prevent a sale. He found the parties’ contractual intent to be that the respondent’s share of the sale proceeds would ultimately go to the Daughter.

8 The Judge found that a sale of Springside was expedient given the breakdown in the parties’ relationship, which made it unreasonable to expect the respondent to continue living in Springside. This effectively deprived her of

the benefits of co-ownership of Springside. It was also reasonable for the respondent to wish to monetise her interest in Springside to live out her life independently. The prejudice to the appellant in having to search for, renovate, and move into another property was not a weighty concern, as that would have been the ordinary consequences of divorce.

The parties' cases

Appellant's case

9 The appellant seeks the order for sale to be set aside. Alternatively, if the court does not set aside the order, he submits that stricter undertakings should be imposed on the respondent. These include, for instance, the undertakings requiring the respondent to apply her entire share of the net sale proceeds towards the purchase of the New Property, and to furnish a copy of her will to the appellant and the Daughter.

10 The appellant submits that the Judge erred in failing to consider the parties' proposals and drafts of orders during their negotiations. He argues that these show that the parties intended for their respective shares in Springside to go to the Daughter upon their respective deaths, and that Springside may not be sold except by mutual agreement; if the parties mutually agree to sell Springside, they are entitled to the net sale proceeds without having to bequeath them to the Daughter.

Respondent's case

11 The respondent argues that the Consent Order does not provide that Springside can only be sold by mutual agreement as the order has no express restriction on the parties' rights to sell Springside (or their respective interests

in it). Moreover, the proposals and drafts of the order show that restrictions on the sale of Springside were contemplated by the parties but ultimately rejected.

12 The respondent did not appeal against or object to the undertakings. However, she submits that the undertakings should not be made more stringent, as suggested by the appellant. She submits that the appellant's position that the undertakings are inadequate is inconsistent with his position that, if the parties mutually agree to sell Springside, they are entitled to the sale proceeds without having to bequeath them to the Daughter.

The applicable legal principles

13 The respondent's application was made pursuant to s 18(2) read with para 2 of the First Schedule to the SCJA. This provision empowers the court to partition land or order a sale of the land in lieu of partition. The respondent did not apply under s 112(4) of the WC to vary the Consent Order (which was made pursuant to s 112 of the WC). However, the appellant submits that ordering a sale under s 18(2) of the SCJA is, in effect, varying the Consent Order.

14 The general principles for ordering a sale under s 18(2) of the SCJA are set out in *Su Emmanuel v Emmanuel Priya Ethel Anne* [2016] 3 SLR 1222 ("*Su Emmanuel*"). In considering if a sale of property is "necessary or expedient", the court weighs several factors: the state of the parties' relationship, their ability to cooperate going forward, the state of the property, and the risk of the parties' relationship worsening if a sale is not ordered (*Su Emmanuel* at [57(a)]). The court also has regard to the potential prejudice to each co-owner under both scenarios (where a sale is ordered and where it is not ordered) (*Su Emmanuel* at [57(b)]). A sale will generally not be ordered if it would go against a prior agreement between the co-owners on how the property is to be disposed of (*Su*

Emmanuel at [57(c)]).

15 In *Su Emmanuel*, the Court of Appeal referred to *Nora Chia v Muthukrishnan Christopher Pillay* [1998] SGHC 96 (“*Nora Chia*”). In *Nora Chia*, there were prior consent orders on ancillary matters made in divorce proceedings between the parties, in which the parties agreed for the matrimonial home to remain in their joint names. The terms of the order also suggested that the former husband would remain in exclusive possession of the home and be the only one to decide whether to keep or sell the property (*Nora Chia* at [1] and [54]). The court declined to make an order for sale (*Nora Chia* at [62]). The prior consent order was a weighty consideration in the application under s 18(2) which led the court to decline ordering a sale.

Does the Consent Order prohibit a party from applying for a sale of Springside?

16 We turn to consider whether the Consent Order prohibits the parties from selling Springside other than by mutual agreement.

17 In the present case, there is no clear or express term in the Consent Order that prohibits the parties from selling Springside other than by mutual agreement.

(a) The appellant submits that cl 3(a)(3) – which states that “[i]n the event that parties mutually agree to sell the said property, the net sale proceeds shall be apportioned between the parties equally” – is the *only* instance when the property may be sold, and hence in all other situations where there is no mutual agreement to sell, the parties cannot sell Springside. He further contends that the evidence in the parties’ negotiations shows that this was what they had intended. We do not

think that cl 3(a)(3) can be interpreted to mean that Springside can only be sold by mutual agreement. The clause does not stipulate this. It only states what would happen should the parties mutually agree to sell Springside.

(b) The appellant also contends that because the parties intended for their shares in Springside to be transferred to the Daughter upon their deaths under cl 3(a)(4), they must have intended that neither party may sell Springside without the consent of the other. We are of the view that as cl 3(a)(3) clearly provides for the possibility of Springside being sold, cl 3(a)(4) should be understood as providing that, if the parties still hold their shares in Springside at the time of their deaths, their respective shares should be transferred or devised to the Daughter. Clause 3(a)(4) cannot be read to imply a restriction on the sale of Springside.

Since the Consent Order does not prohibit the parties from selling Springside, if necessary, the party who seeks to sell Springside may apply to court under s 18(2) of the SCJA.

18 Even assuming the court would look at the evidence of the parties' negotiations, we do not think that the negotiations support the appellant's position that Springside could only be sold by mutual agreement. On the contrary, the evidence of the negotiations may be seen as undermining the appellant's position. The respondent rejected his proposals to restrict the parties from selling Springside in her solicitors' letters dated 27 July 2016 and 3 August 2016. Although the respondent put forward a counter-proposal on 9 September 2016 in which she acceded to the appellant's proposal that neither party may sell Springside, the appellant stated that that proposal was "no longer ... capable of acceptance" by the respondent in his solicitors' letter dated 21 September

2016. In that same letter, the appellant proposed to restrict the parties from selling Springside (or their interests therein) without mutual consent. This was not accepted by the respondent. In the parties' handwritten agreement dated 10 October 2016 and the Consent Order itself, no such restriction was included. Clause 3(a)(3) of the Consent Order was instead phrased in permissive terms, stating what would happen "[i]n the event that parties mutually agree to sell" Springside, without placing any restriction on resorting to other modes of sale.

19 We thus affirm the Judge's finding that the Consent Order did not prohibit the respondent from applying to court for an order to sell Springside.

Was it expedient to order a sale?

20 We agree with the Judge that a sale of Springside is expedient.

21 First, the parties are divorced, and hence it is completely reasonable for them to live apart. Indeed, it is generally unusual for divorced parties to continue living in the same property for the long term. Divorced spouses who continue to share a roof usually have young children and consider that living in the same property facilitates the continued co-parenting of their children. This is not the situation in the present case.

22 Second, the respondent has furnished good reasons why a sale of Springside should be ordered.

(a) The parties' relationship has deteriorated further; the parties have had disagreements, including those in relation to Springside and in respect of arrears in monthly payments due under the Consent Order.

(b) The respondent cannot fully enjoy the benefit of her interest in

Springside without a sale. The respondent currently has two bedrooms in Springside, one of which is rented out for \$800 per month. Even if she keeps this entire sum, it is not a proportionate return on her half-share of a landed property. Hence, she faces financial prejudice if Springside is not sold.

(c) The respondent is 74 years old and wishes to buy an elderly-friendly residence for herself. A sale of Springside is an expedient way for her to have the means to do so. While the respondent currently owns a property at Changi Road, it is not elderly-friendly as it is on the second floor with no lift access. Rent from the Changi Road Property is also the main source of her income and selling it to buy another residence will affect that source of income.

23 Third, conversely the appellant would face minimal prejudice if a sale of Springside is ordered. In his affidavits, he has not pointed to any practical or financial prejudice that he would face if Springside is sold. He asserts prejudice that is mainly sentimental in nature, and having to leave a home with familiar neighbours. These are not relevant let alone weighty considerations, as moving to another home is one of the ordinary consequences of divorce. At the hearing, the appellant also referred to *Chiam Heng Luan v Chiam Heng Hsien* [2007] 4 SLR(R) 305 (“*Chiam Heng Luan*”) at [97] as authority for the proposition that an elderly person would suffer prejudice if he is made to leave his home. We do not accept this argument. The relevant sentence in *Chiam Heng Luan* reads, in context (at [97]):

... there was no serious prejudice that would be caused by the sale of the [p]roperty. This was not a case of ... an elderly person who *may be put to great disadvantage* if asked to leave his home. ... [The first defendant] would receive a substantial amount from the proceeds of sale and would be in a position, if he so desired, to buy other accommodation. [emphasis added]

This sentence does not state that every elderly person who leaves his home necessarily suffers prejudice. The appellant has not asserted or shown any “great disadvantage” that he would face if he was made to leave Springside and to find other accommodation. He would receive half the proceeds of sale and be in a position to buy another property.

24 We agree with the Judge that a sale of Springside is expedient, and we affirm the order for sale.

The undertakings imposed on the respondent

25 A final issue is whether the Judge erred in imposing the undertakings on the respondent. In imposing the undertakings, the Judge appeared to endeavour to reflect as closely as possible what he thought was the contractual intention of the parties – to ultimately devise Springside to the Daughter. However, this was not the parties’ contractual intention if Springside was sold, as we have concluded.

(a) According to what they had agreed as reflected in the Consent Order, if Springside is sold by mutual consent, the parties will keep the sale proceeds for themselves, without having to bequeath them to the Daughter. This is the appellant’s position on appeal as well. Clause 3(a)(3) makes no provision for the parties to bequeath their share of the sale proceeds to the Daughter.

(b) The obligation in cl 3(a)(4) to transfer each party’s share in Springside to the Daughter upon the party’s death does not extend to bequeathing the sale proceeds of Springside or devising a property bought using those proceeds to her. In the context of cl 3(a)(4), the ordinary meaning of the word “share” is the parties’ respective shares in

Springside as tenants-in-common.

26 Thus, if Springside *is* sold by mutual agreement, the sale proceeds are for the parties entirely, with no obligation on either party to bequeath them to the Daughter. Similarly, if Springside *is* sold in a court-ordered sale, the proceeds should also be for the parties entirely. It follows that if Springside is sold, cl 3(a)(4) has no effect because there is no share in Springside to be transferred to the Daughter. This interpretation of the Consent Order is supported by the appellant's own interpretation of cl 3(a)(3) in the event of a sale by mutual agreement.

27 If Springside is *not* sold, cl 3(a)(4) will apply. This may be the situation if both parties never wished to sell Springside, or if a court declines to make an order for sale despite one party applying for it.

28 We affirm the order for sale. As such, cl 3(a)(4) is not engaged.

29 Although the respondent has not appealed against or objected to the undertakings requiring her to devise the New Property or bequeath her share of the sale proceeds to the Daughter, we are of the view that the undertakings should not have been imposed. Therefore, we discharge the undertakings in Annex B of HC/ORC 5207/2025. An appellate court has the power to set aside part of a judge's decision even though there has not been an appeal against it (see O 19 r 7(4) of the Rules of Court 2021). In any event, we note that the propriety of the undertakings has been put in issue in this appeal, as the appellant himself claims that the Judge erred in finding that the parties intended for the sale proceeds of Springside to be bequeathed to the Daughter and has also sought even stricter undertakings to be imposed.

Conclusion

30 For the foregoing reasons, we dismiss the appeal. We affirm the order for sale and discharge the undertakings in Annex B of HC/ORC 5207/2025.

31 Having considered the parties' submissions on costs, we order the appellant to pay the respondent costs fixed at \$40,000 (all-in). The usual consequential orders apply.

Kannan Ramesh
Judge of the Appellate Division

Debbie Ong Siew Ling
Judge of the Appellate Division

See Kee Oon
Judge of the Appellate Division

Johnson Loo Teck Lee and Lew Zi Qi (Liao Ziqi) (Drew & Napier
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