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DISTRICT JUDGE JONATHAN NG PANG ERN
30 MARCH 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 105

District Court Originating Claim No 525 of 2023

Between

PUA WEN JIN

… *Claimant(s)*

And

LAM KING KEOW

… *Defendant(s)*

JUDGMENT

[Gifts — Inter vivos]
[Tort — Detinue]

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Pua Wen Jin
v
Lam King Keow

[2026] SGDC 105

District Court Originating Claim No 525 of 2023
District Judge Jonathan Ng Pang Ern
24 October, 17 December 2025, 19 March 2026

30 March 2026 Judgment reserved.

District Judge Jonathan Ng Pang Ern:

1 This is a trial about a marriage, four luxury watches and a divorce.

2 The Claimant was previously married to the Defendant's daughter. Over the course of the marriage, the Defendant had passed four luxury watches to the Claimant. As things turned out, the marriage eventually broke down and the watches found themselves back in the Defendant's possession. The Claimant claims that the watches were gifts and that he is their rightful owner. He brings this action in the tort of detinue seeking their return or, in the alternative, damages. The Defendant, on the other hand, claims that he had never intended to part with ownership of the watches, and that he had passed the watches to the Claimant simply so that the Claimant could wear them.

3 Did the Defendant gift the watches to the Claimant? Or did the Defendant pass the watches to the Claimant in the context of what is essentially

a bailment at will relationship? Having considered the evidence and the parties' submissions, I dismiss the claim. These are the reasons for my decision.

Background

4 The Claimant was previously married to Ms Cheryl Lam ("Cheryl"), who is the Defendant's daughter.[1] The Defendant was, therefore, the Claimant's father-in-law. At the material time, the Claimant, Cheryl, their two children (the "Children") and their family helper, Ms Marlina ("Marlina"), lived in a flat located at Boon Tiong Road (the "Boon Tiong Flat"). The Boon Tiong Flat was jointly owned by the Defendant and his wife, Mdm Tan Eng Ngor ("Mdm Tan").[2] At the time he commenced this action, the Claimant and Cheryl were undergoing divorce proceedings in the Family Justice Courts,[3] but these proceedings had concluded by the time of the trial.[4]

5 The Claimant's case is that from the time of his marriage to Cheryl in June 2013 up to January 2017, the Defendant had, on separate occasions, gifted a total of five luxury watches to him: (a) a Panerai Luminor (the "Panerai"); (b) a Hublot Big Bang (the "Hublot"); (c) a Rolex Submariner (the "Rolex"); (d) a Jaeger-LeCoultre Master Eight Days (the "JLC"); and (e) a Corum Bubble (the "Corum").[5] It is undisputed that the Defendant had given the Panerai to the Claimant as a wedding gift,[6] and that the Panerai has since been returned to the

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1 Statement of Claim at para 2; Defence at para 6.

2 Statement of Claim at paras 4-5; Defence at paras 6-7.

3 Statement of Claim at para 3; Defence at para 6.

4 Affidavit of Evidence-in-Chief of Pua Wen Jin at para 9.

5 Statement of Claim at para 6.

6 Statement of Claim at para 6(v); Defence at para 8(2)(a).

Claimant.[7] The present action therefore relates only to the four remaining watches, which I shall refer to as the "Watches" in this judgment. It appears that the Defendant had passed the Watches to the Claimant indirectly: the Defendant or Mdm Tan would pass the Watches to Cheryl, and Cheryl would then pass the Watches to the Claimant.[8]

6 Towards the end of 2022, the Claimant's marriage with Cheryl started to break down. On 5 December 2022, Cheryl moved out of the Boon Tiong Flat with the Children and Marlina.[9] On the same day, the Defendant, through his solicitors, gave the Claimant one week's notice to move out of the Boon Tiong Flat.[10] While the Claimant was packing his belongings during this week-long period, he discovered that Cheryl had locked the master bedroom of the Boon Tiong Flat. As the Claimant did not have the key to the master bedroom, he was unable to retrieve his belongings that were inside, including the Watches and the Panerai.[11] It is not disputed that the Watches eventually found themselves back in the Defendant's possession.[12] Apparently, Cheryl had passed them back to the Defendant when she moved out of the Boon Tiong Flat.[13]

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7 Affidavit of Evidence-in-Chief of Pua Wen Jin at para 30.

8 Defence at para 8(2)(e); Affidavit of Evidence-in-Chief of Lam King Keow at para 28; Certified Transcript for 24 October 2025 at pp 7, 12, 15, 18, 39-40, 91, 113-114 and 119; Certified Transcript for 17 December 2025 at pp 17-19 and 67-68; Claimant's Closing Submissions at para 18; Defendant's Closing Submissions at paras 5, 43, 47-48 and 56.

9 Statement of Claim at para 8(b).

10 Statement of Claim at para 8(c).

11 Statement of Claim at para 9.

12 Statement of Claim at para 11(a); Defence at para 13(2)(d).

13 Defence at para 8(2)(h); Affidavit of Evidence-in-Chief of Lam King Keow at para 30; Affidavit of Evidence-in-Chief of Lam Hui Shan Cheryl at para 11.

7 And so it was that on 18 April 2023, the Claimant commenced the present action against the Defendant in the tort of detinue.[14] The Claimant's case is that the Defendant had gifted the Watches to him.[15] Where relief is concerned, the Claimant seeks an order for delivery up of the Watches or, in the alternative, damages.

8 On his part, the Defendant's case is that he did not give the Watches to the Claimant.[16] Instead, as the Claimant had expressed a liking for the Watches when he noticed the Defendant wearing them, the Defendant thought that it would be a nice gesture to let the Claimant wear them.[17] In essence, the Defendant's defence is that he has not wrongfully detained the Watches because he has remained their rightful owner.[18]

Applicable law and issues arising

9 The law on the tort of detinue is not disputed. A few key principles are apposite in the present case. First, to bring an action in the tort, a claimant must first have the right to immediate possession of the goods in question (Gary Chan Kok Yew and Lee Pey Woan, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) ("*The Law of Torts in Singapore*") at para 11.067). Second, the claimant must then establish that the defendant wrongfully detained and refused to deliver up the goods (*The Law of Torts in Singapore* at para 11.067). Practically, this requires the claimant to have demanded the return of the goods (*The Law of Torts in Singapore* at para 11.067). Finally, unlike in the

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14 Statement of Claim at paras 10-12; Certified Transcript for 17 December 2025 at p 70.

15 Statement of Claim at para 6.

16 Defence at para 8(2)(c).

17 Defence at para 8(2)(d).

18 Defence at para 14(1).

tort of conversion, an order for delivery up is available as a remedy if liability for the tort is established (*The Law of Torts in Singapore* at paras 11.067).

10 In the present case, whether the Claimant has the right to immediate possession of the Watches depends on whether the Defendant had gifted the Watches to him. The law on the *inter vivos* gift of chattels is well established. For there to be such a gift, there must be: (a) an intention to relinquish the chattel on the part of the donor at the time of the alleged gifting; (b) certainty as to the specific items that form the subject matter of the alleged gift; and (c) delivery or parting with possession of the chattel from donor to donee (*Teo Song Kheng v Teo Poh Hoon* [2020] SGHC 47 at [18]). If the Defendant had gifted the Watches to the Claimant, then the Claimant would have the right to immediate possession of the Watches.

11 On the other hand, if, as the Defendant claims (see [8] above), the Defendant had passed the watches to the Claimant simply so that the Claimant could wear them, the law would characterise the parties' relationship as that of a bailment at will. To explain, a bailment arises when one party (the bailor) transfers the possession of a chattel to another (the bailee) without also transferring the legal title of the same (*The Law of Torts in Singapore* at para 11.028). Where the bailor may terminate the bailment at any time, this is known as a bailment at will (*The Law of Torts in Singapore* at para 11.028). This contrasts a bailment for a fixed term, where possession is vested exclusively in the bailee during the term (*The Law of Torts in Singapore* at para 11.028). If the parties' relationship in the present case is that of a bailment at will, then the Claimant would not have the right to immediate possession of the Watches. Instead, it is the Defendant who would have such a right (*The Law of Torts in Singapore* at para 11.028).

12 Having regard to the applicable law as well as the parties' respective cases, there are three issues that arise for my determination:

(a) whether the Claimant has the right to immediate possession of the Watches ("Issue 1");

(b) whether the Defendant wrongfully detained and refused to deliver up the Watches ("Issue 2"); and

(c) if the answers to Issues 1 and 2 are both "yes", what the appropriate remedy is ("Issue 3").

Issue 1: Whether the Claimant has the right to immediate possession of the Watches

13 Issue 1 is whether the Claimant has the right to immediate possession of the Watches, which, in turn, depends on whether the Defendant had gifted the Watches to the Claimant. As mentioned earlier (see [10] above), there are three requirements for an *inter vivos* gift of a chattel. In the present case, the Defendant does not dispute the second requirement (*ie*, certainty as to the specific items that form the subject matter of the alleged gift) and the third requirement (*ie*, delivery or parting with possession of the chattel from donor to donee).[19] Accordingly, Issue 1 ultimately turns on the first requirement, and the question that arises is whether the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.

14 Before proceeding further, I make two preliminary observations. First, it is trite that intention is a subjective state of mind that, short of a direct admission by the person said to possess it, can be inferred from the objective

[19] Defendant's Closing Submissions at para 35.

surrounding circumstances (see, *eg*, *Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [83]). In the present case, there is, unsurprisingly, no admission from the Defendant that he had intended to relinquish the Watches at the time of the alleged gifting. Accordingly, the inquiry must necessarily centre on whether the objective surrounding circumstances give rise to an inference of such an intention. Second, as it is the Claimant who wishes the Court to believe that the Defendant had gifted the Watches to him, he bears the burden, pursuant to s 105 of the Evidence Act 1893 (2020 Rev Ed), of proving that the Defendant had such an intention to the civil standard of proof (*ie*, a balance of probabilities).

15 In my judgment, the Claimant has not discharged his burden of proving that, on a balance of probabilities, the Defendant had an intention to relinquish the Watches at the time of the alleged gifting. I arrive at this conclusion primarily because the aspects of the evidence relied on by the Claimant to establish such an intention are equivocal (see [16]-[18] below). In addition, while I do not agree with the Defendant's positions and submissions on some aspects of the evidence (see [20]-[27] below), there are ultimately aspects of the evidence relied on by the Defendant that suggest that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting (see [28]-[33] below).

Aspects of the evidence relied on by the Claimant

16 I first consider the aspects of the evidence relied on by the Claimant. The first aspect of the evidence relied on by the Claimant is a series of WhatsApp messages: (a) between the Claimant and Cheryl; and (b) in a group

chat comprising (at least) the Claimant, Cheryl, the Defendant and Mdm Tan.[20] According to the Claimant, these messages constitute contemporaneous evidence of the Defendant's intention to part with ownership of the Watches.[21] I set out a sample of the more illustrative messages below:

(a) On 5 March 2016, the following messages were exchanged in the group chat:[22]

Claimant:	hi mum and dad, thank you very much for the watches! very nice ☺
Mdm Tan:	Don't mention so long you like it 😄
Claimant:	yes, very much! thanks thanks! cheryl loves hers too!
Mdm Tan:	👍
Cheryl:	Thanks dad and mom! We are very blessed 😍😍😍

(b) On 14 May 2016, the following messages were exchanged in the group chat:[23]

Cheryl:	Thanks dad Mom for dinner!
	See you tmrw drive safe
Claimant:	thanks dad and mum for dinner. thank you very much for the watch also!!! 😘
Defendant:	My pleasure
Mdm Tan:	😄

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20 Affidavit of Evidence-in-Chief of Pua Wen Jin at para 20; Claimant's Closing Submissions at paras 61(b) and 63(d).

21 Affidavit of Evidence-in-Chief of Pua Wen Jin at para 20.

22 Affidavit of Evidence-in-Chief of Pua Wen Jin at p 36.

23 Affidavit of Evidence-in-Chief of Pua Wen Jin at p 37.

(c) On 13 January 2017, the following messages were exchanged between the Claimant and Cheryl (the references to "Adela Lam" are references to Cheryl):[24]

Cheryl:	[11:09 AM, 1/13/2017] Mummy: Remind me to pass WJ the corum bubble watch and Jaeqar Le Coultre
	[11:09 AM, 1/13/2017] Adela Lam: wah ok
	[11:09 AM, 1/13/2017] Adela Lam: why he so lucky one
	[11:09 AM, 1/13/2017] Adela Lam: lol
	nb cb you damn blessed
Claimant:	okok, thanks love

(d) On 28 August 2018, the following messages were exchanged between the Claimant and Cheryl:[25]

Cheryl:	Where's your gold Hublot ah
Claimant:	with you I think
	i never take out

(e) On 13 May 2019, the following messages were exchanged between the Claimant and Cheryl:[26]

Cheryl:	I think we need to swap back my Rolex
	Red I cannot wear
	I take your black submariner ok
	Black is my lucky color
Claimant:	okies

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[24] Affidavit of Evidence-in-Chief of Pua Wen Jin at p 38; Certified Transcript for 17 December 2025 at p 9.

[25] Affidavit of Evidence-in-Chief of Pua Wen Jin at p 39.

[26] Affidavit of Evidence-in-Chief of Pua Wen Jin at p 41.

Cheryl:	Get the rubber strap done this Saturday!!!!!!! Wha damn many things to do
	I think Wednesday lunch time I go down
Claimant:	ogayyyy
Cheryl:	Ask them to do my rubber strap and change yours

(f) On 23 June 2019, the following messages were exchanged between the Claimant and Cheryl:[27]

Cheryl:	My dad asked how come you never wear the watches he passed you
	He making noise haha
	He said ytd launch you wore your lousy watch haha
Claimant:	I wear the rolex and the jlc. the hublot is too loud.
Cheryl:	He said next time don't give you watches liao hahahahaha horrible guy
Claimant:	[Reply to the message "He said ytd launch you wore your lousy watch haha"]
	nothing to hao lian also. next time I want to wear sports watch, slippers shorts and t shirt to buy bentley and porsche also
	[Reply to the message "He said next time don't give you watches liao hahahahaha horrible guy]
	not appropriate to wear at this age also. at least not for me. pple see doing too well or what, then sure green. so not yet… maybe after 35 or so
Cheryl:	He said at least wear your Rolex la
Claimant:	yes I do

[27] Affidavit of Evidence-in-Chief of Pua Wen Jin at pp 42-43.

Cheryl:	Never wear at all. Keep wearing your digital watch. He said then give you the watches for what
Claimant:	even to work
	zzz then don't give aiyoh
Cheryl:	I told him you got wear but he said he never see alr
	🤦‍♀️

(g) On 11 July 2019, the following messages were exchanged between the Claimant and Cheryl:[28]

Cheryl:	i kept your rolex inside the ikea drawer also
Claimant:	ok love
	thank you

(h) On 4 July 2021, the following messages were exchanged between the Claimant and Cheryl:[29]

Cheryl:	Did you keep your black Rolex sub?
	I was packing the stuff I don't see it
	Only Panerai, Jaegaur, corum, Hublot

17 The Claimant highlights that these messages refer to the Watches as belonging to the Claimant.[30] However, while this may be so on a literal reading of the messages, regard must also be had to the quotidian nature of the messages. At the trial, Cheryl testified, in relation to the messages on 23 June 2019 (see [16(f)] above), that this was just a "natural conversation between a couple" where she and the Claimant did not "nitpick" and agonise over their choice of

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28 Affidavit of Evidence-in-Chief of Pua Wen Jin at p 44.

29 Affidavit of Evidence-in-Chief of Pua Wen Jin at p 45.

30 Claimant's Closing Submissions at para 61(b).

words.[31] I agree with this characterisation and am of the view that it extends to all the messages relied on by the Claimant. These messages are casual day-to-day messages that should be read commonsensically and not with a fine-tooth comb. When read in this manner, the messages are equally consistent with the Defendant's case that he had passed the watches to the Claimant simply so that the Claimant could wear them (see [8] above). This is because they can be read as suggesting that the Defendant had given the Watches to the Claimant, and that the Watches were the Claimant's, *only for the purposes of possession* and not ownership. Accordingly, the messages are equivocal as to whether the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.

18 The second aspect of the evidence relied on by the Claimant is the Defendant's evidence at the trial that, when Cheryl returned the Watches to him in December 2022 after moving out of the Boon Tiong Flat, he had taken the Watches for "safekeeping".[32] The Claimant submits that the Defendant's choice of words is telling, and implies that he is not the owner of the Watches.[33] However, in my view, this submission is based more on wordplay than a genuine admission on the Defendant's part. As the Defendant submits, this word choice reflects no more than the fact that the Watches were being kept securely after being returned to the Defendant.[34] In any event, even if I accept that this word choice reflects the Defendant's belief that he was not the owner of the Watches, this only speaks to the Defendant's state of mind *at the time Cheryl passed the Watches back to him* and not when the Watches were passed to the

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31 Certified Transcript for 17 December 2025 at p 57.

32 Certified Transcript for 24 October 2025 at p 100.

33 Claimant's Closing Submissions at para 55.

34 Defendant's Reply Submissions at para 36.

Claimant. Accordingly, this aspect of the evidence relied on by the Claimant is therefore also equivocal as to the question of whether the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.

Aspects of the evidence relied on by the Defendant

19 I now come to the aspects of the evidence relied on by the Defendant. As mentioned earlier (see [15] above), while I do not agree with the Defendant's positions and submissions on some aspects of the evidence, there are ultimately aspects of the evidence relied on by the Defendant that suggest that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting.

20 I start by setting out the Defendant's positions and submissions that I do not agree with.

21 First, the Defendant's pleaded case is that the Claimant had expressed a liking for the Watches when he noticed the Defendant wearing them. Consequently, the Defendant passed the Watches to the Claimant as he thought that it would be a nice gesture to let the Claimant wear the Watches.[35] This pleaded position is based on the Defendant and Cheryl's evidence in their affidavits of evidence-in-chief,[36] which is to the same effect. Although not stated in so many words, the implication of this aspect of the Defendant's pleaded case and evidence is that the Claimant had coveted the Watches from the get-go. Presumably, this was an attempt to portray the Claimant as an opportunistic former son-in-law.

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35 Defence at para 8(2)(d) and (e).

36 Affidavit of Evidence-in-Chief of Lam King Keow at paras 27-28; Affidavit of Evidence-in-Chief of Lam Hui San Cheryl at para 7.

22 However, both the contemporaneous documentary evidence and the evidence at the trial put paid to this portrayal. The messages exchanged between the Claimant and Cheryl on 23 June 2019 (see [16(f)] above) show that the Claimant did not appear to have much of an interest in luxury watches and was content to wear his "lousy" digital smartwatch. Indeed, even when Cheryl communicated the Defendant's light-hearted threat to stop passing watches to the Claimant if the Claimant did not wear the watches that were passed to him, the Claimant was unfazed. This is consistent with the evidence at the trial, where the Defendant conceded, under cross-examination, that the Claimant did not actually express a liking for the Hublot, the JLC and the Corum.[37] Similarly, Cheryl's evidence at the trial was that: (a) she could not remember whether the Claimant had admired the Hublot and the JLC; and (b) the Claimant "[m]ost definitely" did not admire the Corum.[38] Indeed, at the trial, the Defendant's evidence was that the Claimant did not often wear the Watches,[39] while Cheryl's evidence was that the Claimant "[v]ery often" wore his digital smartwatch instead, as wearing luxury watches was "not his lifestyle".[40]

23 In the circumstances, I find that, at least insofar as the Hublot, the JLC and the Corum are concerned, the Claimant did not express a liking for the Watches when he noticed the Defendant wearing them. As such, I do not agree with the portrayal of the Claimant as an opportunistic former son-in-law. That said, as the Defendant has subsequently pointed out in his closing and reply submissions (after it became clear from the evidence that the Claimant did not actually express a liking for the Hublot, the JLC and the Corum), whether the

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37 Certified Transcript for 24 October 2025 at pp 88-89 and 117.

38 Certified Transcript for 17 December 2025 at pp 11 and 15.

39 Certified Transcript for 24 October 2025 at p 136.

40 Certified Transcript for 17 December 2025 at pp 35 and 38.

Claimant had expressed a liking for the Watches is irrelevant to the question of whether the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.[41] Accordingly, this finding is not fatal to the Defendant's defence.

24 Second, the Defendant has made much of the Claimant's inability to recall the details of the occasions when each of the Watches was allegedly gifted to him.[42] In his Statement of Claim, the Claimant had pleaded that the Watches were given to him on the following dates: (a) for the Hublot, prior to or in or around June 2015; (b) for the Rolex, prior to or in or around November 2016 (at the trial, this was corrected to March 2016); and (c) for the JLC and the Corum, in or around January 2017.[43] During the trial, it became evident that the Claimant had derived these dates from WhatsApp messages referring to the Watches.[44]

25 By the time of the trial, these dates were some eight to ten years ago. In my assessment, it would be neither realistic nor fair to expect the Claimant to recall the details of the occasions when each of the Watches was allegedly gifted to him. The crux of the Claimant's evidence was that the Defendant had gifted him the Watches over a period from June 2015 up to January 2017. The veracity of this evidence is not materially affected by the Claimant's inability to recall these finer details.

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41 Defendant's Closing Submissions at para 31; Defendant's Reply Submissions at para 33.

42 Defendant's Closing Submissions at paras 16, 37, 44-45, 49-54 and 60-68.

43 Statement of Claim at para 6; Certified Transcript for 24 October 2025 at pp 9-12.

44 Certified Transcript for 24 October 2025 at pp 7, 9-12, 15 and 18.

26 Third, the Defendant also relies on a letter sent by the Claimant's former solicitors to the Defendant's solicitors dated 14 December 2022.[45] In this letter, the Claimant's former solicitors informed the Defendant's solicitors that the Claimant had vacated the Boon Tiong Flat as of 6pm on 12 December 2022. In addition, the letter contained the following paragraph:

> 5. Moving forward, we trust that our respective clients shall have no further demands, actions, causes of actions, damages, costs, deficiencies, liabilities and/or losses against each other in respect of the [Boon Tiong Flat], and all matters in connection with or arising out of the same.

27 The Defendant submits that if the Watches truly belonged to the Claimant, one would have expected his former solicitors to have reserved his rights in respect of any valuable property that was still in the Flat.[46] At the trial, the Claimant explained that this paragraph was meant to cover claims relating to the Boon Tiong Flat itself, including those potentially arising from the renovation works done to the Boon Tiong Flat and rental for the use of the Boon Tiong Flat.[47] I accept this explanation. It is consistent with the wording of the paragraph, which is limited to matters "in respect of" the Boon Tiong Flat.

28 Having dealt with the Defendant's positions and submissions that I do not agree with, I now turn to the aspects of the evidence relied on by the Defendant that suggest that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting. In my view, there are two such aspects.

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45 Defendant's Closing Submissions at paras 24-28; Affidavit of Evidence-in-Chief of Lam King Keow at pp 14-15.

46 Defendant's Closing Submissions at para 26; Defendant's Reply Submissions at paras 41-42.

47 Certified Transcript for 24 October 2025 at pp 36 and 45-46.

29 The first relates to the way in which the Defendant had shared his watch collection with his family. For context, the Defendant is an avid collector of watches with an extensive collection of about 200 watches.[48] At the trial, he gave evidence that he would "rotate" his collection of watches within the family to keep their mechanisms going. However, this did not involve giving (in the ownership sense) the watch in question to the family member to whom the watch was "rotated" to.[49]

30 Cheryl corroborated this aspect of the Defendant's evidence. At the trial, she testified that while her parents did pass her watches to wear, she did not own these watches.[50] Cheryl also gave a very specific example of this. According to Cheryl, when Mdm Tan passed the Rolex to her, Mdm Tan had also passed her an additional Rolex Submariner with a red and black bezel (the "Rolex Coke").[51] The Claimant does not appear to dispute this, as his affidavit of evidence-in-chief mentions that the Defendant had passed the Rolex Coke to Cheryl at the same time when the Rolex was passed to him.[52] Crucially, Cheryl also testified that she had eventually returned the Rolex Coke to the Defendant after she moved out of the Boon Tiong Flat because the "family culture" was that "nobody owns the watches".[53] I note that the Claimant has objected to this part of Cheryl's evidence on the basis that it was raised for the first time at the trial.[54] However, this is not entirely correct because Cheryl had already alluded to this

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48 Affidavit of Evidence-in-Chief of Lam King Keow at para 26; Certified Transcript for 24 October 2025 at pp 73 and 92.

49 Certified Transcript for 24 October 2025 at pp 72-73.

50 Certified Transcript for 17 December 2025 at p 8.

51 Certified Transcript for 17 December 2025 at pp 17-18.

52 Affidavit of Evidence-in-Chief of Pua Wen Jin at para 19(d).

53 Certified Transcript for 17 December 2025 at pp 29 and 53.

54 Claimant's Closing Submissions at para 63(c).

practice of borrowing watches from the Defendant in her affidavit of evidence-in-chief.[55]

31 Thus, as I understand it, the gist of the Defendant's evidence, as corroborated by Cheryl, is that in this family, the Defendant's collection of watches was shared with the family in the sense that the Defendant would routinely pass his watches to his family members for them to wear. However, this was with the understanding that the watches continued to belong to the Defendant. Legally, the relationship between the Defendant, on the one hand, and the family members to whom he had passed his watches, on the other, was essentially that of a bailment at will (see [11] above).

32 The above said, I am cognisant that the Defendant's evidence could very well be self-serving. Moreover, as the Claimant points out, Cheryl's evidence should also be viewed with circumspection because she is the Defendant's daughter and had gone through a divorce with the Claimant.[56] However, apart from the fact that these concerns are somewhat speculative, the Claimant has not independently controverted this aspect of the evidence. Put another way, there is no other evidence, whether direct or circumstantial, that casts doubt on or rebuts this aspect of the evidence.

33 The second aspect of the evidence relied on by the Defendant that suggests that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting relates to the Panerai. As mentioned earlier, the Panerai was also passed to the Claimant but it is undisputed that the Defendant had given the Panerai to the Claimant as a wedding gift (see [5] above). As the Defendant

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55 Affidavit of Evidence-in-Chief of Lam Hui Shan Cheryl at para 7,

56 Claimant's Closing Submissions at para 63(a).

submits, if the Defendant's objective was to deprive the Claimant of the Watches, he could have simply alleged that the Panerai was not a gift.[57] Indeed, such an allegation could arguably have created a more compelling narrative as the Defendant would then be seen as having treated the Watches and the Panerai similarly. In my assessment, the Defendant's acknowledgment that he had given the Panerai to the Claimant shows that the Defendant did distinguish between the watches that he had gifted and the watches that he had simply passed to a family member. While obviously not conclusive on its own, this does suggest that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting.

Conclusion on Issue 1

34 Drawing the various threads together, the Claimant bears the burden of proving that, on a balance of probabilities, the Defendant had an intention to relinquish the Watches at the time of the alleged gifting (see [14] above). However, the aspects of the evidence relied on by the Claimant to establish such an intention are equivocal (see [16]-[18] above). For this reason alone, I find that the Claimant has not discharged this burden.

35 But even more than that, while I do not agree with the Defendant's positions and submissions on some aspects of the evidence (see [20]-[27] above), there are ultimately aspects of the evidence relied on by the Defendant that suggest that the Defendant did not intend to relinquish the Watches at the time of the alleged gifting (see [28]-[33] above). This fortifies my conclusion that the Claimant has not discharged his burden of proving that, on a balance of

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57 Defendant's Closing Submissions at para 40.

probabilities, the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.

36 In the circumstances, and returning to the broader question that Issue 1 poses (see [13] above), I find that the Claimant does not have the right to immediate possession of the Watches.

Issue 2: Whether the Defendant wrongfully detained and refused to deliver up the Watches

37 Issue 2 is whether the Defendant wrongfully detained and refused to deliver up the Watches. As I have found that the Claimant does not have the right to immediate possession of the Watches (see [36] above), it is, strictly speaking, not necessary for me to consider Issue 2. Nevertheless, I will proceed to consider Issue 2 for completeness.

38 As I foreshadowed at [9] above, a wrongful detention and refusal to deliver up the Watches practically requires the Claimant to have demanded the return of the Watches. Such a demand was in fact made. On 24 February 2023, the Claimant demanded the return of the Watches by way of a letter sent from his former solicitors to the Defendant's solicitors. Pertinently, this letter contained the following express demand:[58]

> 6. Nevertheless, as of the date of this letter of demand, the following items belonging to our client ("**belongings**") are still in your client, Mr. Lam King Keow's possession, power and/or custody:
>
> …
>
> (b) Several pieces of luxury watches, including but not limited to a black Rolex Sub-Mariner, a Jaeger-LeCoultre Master Eight Days, a rose gold

[58] Affidavit of Evidence-in-Chief of Pua Wen Jin at pp 56-57.

> Hublot Big Bang, a Panerai Luminor, and a Corum Bubble;
>
> …
>
> 7. We **HEREBY DEMAND** that our client's belongings are returned to him by **2 March 2023**, failing which we are instructed that our client shall exercise all his options in law to recover his belongings (or damages and/or losses in lieu thereof, as the case may be) without any further reference, in which event we would appreciate hearing from you as to whether you have instructions to accept service on Mr. Lam King Keow's behalf.
>
> [emphasis in original]

39 Four days later, on 28 February 2023, the Defendant's solicitors sent a reply to the Claimant's former solicitors, refusing to deliver up the Watches in no uncertain terms:[59]

> 5. Paragraph 6b of your letter had referred to 5 luxury watches.
>
> 6. Our client owns and is in possession of a black Rolex Sub-Mariner, a Jaeger-LeCoultre Master Eight Days, a rose gold Hublot Big Bang and a Corum Bubble. *These watches do not belong to your client* and your client is put to strict proof.
>
> [emphasis added]

40 It is not disputed that the Watches were also not delivered up to the Claimant at any subsequent time. Accordingly, had I found for the Claimant in respect of Issue 1, I would have found that the Defendant had wrongfully detained and refused to deliver up the Watches.

Issue 3: What the appropriate remedy is

41 Issue 3 is what the appropriate remedy is. As the answer to Issue 1 is "no" (see [36] above), it is also, strictly speaking, not necessary for me to

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[59] Affidavit of Evidence-in-Chief of Pua Wen Jin at pp 58-59.

consider Issue 3. Nevertheless, I will briefly observe that, had I found for the Claimant in respect of Issue 1, the appropriate remedy would have been an order for delivery up of the Watches. This is because the Watches are presently in the Defendant's possession (see [6] above), and an order for delivery up is the primary remedy sought by the Claimant (see [7] above).

Conclusion

42 Each family arranges its material affairs differently. In the final analysis, this trial turns on how the parties differently perceived the passing of the Watches to the Claimant. Although I ultimately find for the Defendant, I do not agree with the Defendant's portrayal of the Claimant as an opportunistic former son-in-law. Instead, the evidence before me suggests that the Claimant genuinely believed that the Defendant had gifted the Watches to him. Unfortunately for the Claimant, however, the relevant legal test depends not on his belief but on the Defendant's intention. To this end, and for the reasons set out in this judgment, I am unable to conclude that the Claimant has proven, on a balance of probabilities, that the Defendant had an intention to relinquish the Watches at the time of the alleged gifting.

43 To conclude, I find that, in respect of Issue 1, the Claimant does not have the right to immediate possession of the Watches (see [36] above). On this basis, I dismiss the claim. However, had I found for the Claimant in respect of Issue 1: (a) in respect of Issue 2, I would have found that the Defendant had wrongfully detained and refused to deliver up the Watches (see [40] above); and (b) in respect of Issue 3, the appropriate remedy would have been an order for delivery up of the Watches (see [41] above).

44 Unless the parties can agree on costs, they are to file written submissions on the same, limited to five pages each, within two weeks from the date of this judgment.

Jonathan Ng Pang Ern
District Judge

Nevinjit Singh J and K Keerthana (Peter Ong Law Corporation)
for the Claimant;
Hui Choon Wai and Marcus Chia Hao Jun (Wee Swee Teow LLP)
for the Defendant.
