

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

[2023] SGHC 45

Originating Application No 221 of 2022

Between

Ng Hong Khiang

And

Wu Cuiyun

... Applicant

... Respondent

ORAL JUDGMENT

[Land — Interest in land]

TABLE OF CONTENTS

INTRODUCTION	1
THE FACTS	2
THE PARTIES' RELATIONSHIP	2
THE PURCHASE OF THE PROPERTY IN 2014.....	3
THE PARTIES' CASES.....	4
THE APPLICANT'S CASE	4
THE RESPONDENT'S CASE	6
ISSUES TO BE DETERMINED	7
MY DECISION	8
WHETHER THE APPLICANT'S CONTRIBUTION TOWARDS THE PURCHASE PRICE AND COSTS OF THE PROPERTY WAS PURSUANT TO AN ORAL AGREEMENT AS DESCRIBED BY THE APPLICANT OR WAS THE APPLICANT'S CONTRIBUTION A GIFT TO THE RESPONDENT	8
WHAT WERE THE RESPECTIVE CONTRIBUTIONS OF THE PARTIES TOWARDS THE PURCHASE PRICE AND COSTS OF THE PROPERTY?.....	12
ANALYSING THE PRESENT CASE UNDER THE ANALYTICAL FRAMEWORK IN CHAN YUEN LAN.....	17
CONCLUSION.....	21

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Ng Hong Khiang

v

Wu Cuiyun

[2023] SGHC 45

General Division of the High Court — Originating Application No 221 of 2022

Tan Siong Thye J
19–20 January 2023

24 February 2023

Tan Siong Thye J:

Introduction

1 This Originating Application is lodged by Ng Hong Khiang (“the Applicant”) seeking an order from the Court to sell the property at 1 Bukit Batok Street 25, #09-01, Parkview Apartment, Singapore 658882 (“the Property”). The Applicant also wishes to retain 30.24% of the sale proceeds which is his contribution towards the purchase of the Property. The Property is registered wholly in the name of Wu Cuiyun (“the Respondent”).

2 The Applicant and the Respondent were in a romantic relationship at the time the Property was purchased in 2014. The Applicant claims that he and the Respondent had an oral agreement where the parties agreed to contribute monies towards the purchase of the Property. Further, the Applicant claims that they had agreed that the Property would be sold upon either party’s request, with the

sale proceeds divided in the proportion of each party's contributions towards the purchase price and costs incurred in the acquisition of the Property (referred to collectively as the "purchase price and costs of the Property").

3 The Respondent denies that there was such an oral agreement. Instead, the Respondent claims that the Applicant's contribution towards the purchase price and costs of the Property was a gift to the Respondent in consideration of their relationship.

The facts

The parties' relationship

4 The Applicant and the Respondent first became acquainted in 2010.¹ At that time, the Respondent was working for the Applicant at a KTV Lounge.² They entered into a romantic relationship in or about 2011.³ The Applicant was married at that time and the Respondent knew that the Applicant was married.⁴ The Respondent was also married at that time.⁵ Later, she and her husband divorced.⁶

¹ Agreed Statement of Facts ("ASOF").

² 19 January 2023 Transcript at p 19, lines 11 to 27; 19 January 2023 Transcript at p 83, lines 24 to 28.

³ ASOF at para 5.

⁴ ASOF at para 5.

⁵ 19 January 2023 Transcript at p 89, lines 15 to 19.

⁶ 19 January 2023 Transcript at p 89, line 20.

The purchase of the Property in 2014

5 In 2014, the Applicant and the Respondent agreed to purchase the Property.⁷ The purchase price was S\$838,888.00.⁸ The Respondent exercised the Option to Purchase in respect of the Property in September 2014 and instructed M/s PKWA Law Practice LLC (“PKWA”) to act for her in the purchase.⁹

6 It is undisputed that the following payments were made by the Applicant towards the purchase price and costs of the Property:

- (a) S\$8,388.88 by way of a cheque for S\$8,350.00 and cash of S\$38.88 for payment of the option fee equivalent to 1% of the purchase price of the Property.¹⁰
- (b) S\$33,555.52 by way of a cheque for payment of the option exercise fee equivalent to 4% of the purchase price of the Property.¹¹
- (c) S\$2,500.00 by way of a cheque for payment of PKWA’s fees in respect of the purchase of the Property.¹²
- (d) S\$61,710.00 by way of a cheque for payment of stamp duties payable in respect of the purchase price of the Property.¹³

⁷ ASOF at para 6.

⁸ ASOF at para 6.

⁹ ASOF at para 7.

¹⁰ ASOF at para 8(a) and a table prepared by parties containing a list of payments made by each party in respect of purchase of the Property (“Table of Payments”).

¹¹ ASOF at para 8(b) and Table of Payments.

¹² ASOF at para 8(c) and Table of Payments.

¹³ ASOF at para 8(d) and Table of Payments.

- (e) S\$166,943.60 by way of a cheque for the cash component of the purchase price of the Property.¹⁴

7 It is undisputed that the Respondent obtained a loan from the Standard Chartered Bank for the sum of S\$630,000.00 by way of a mortgage in her name secured on the Property.¹⁵ This formed part of the Respondent's contribution towards the purchase price and costs of the Property. It is also undisputed that the Respondent has been paying the monthly mortgage repayments to the Bank.¹⁶

The parties' cases

The Applicant's case

8 The Applicant claims that the parties had entered into an oral agreement before the purchase of the Property.¹⁷ According to the Applicant, the terms of the purported oral agreement are as follows:

- (a) The Applicant and Respondent would each contribute monies to invest in the Property.¹⁸

¹⁴ ASOF at para 8(e) and Table of Payments

¹⁵ ASOF at para 9.

¹⁶ 19 January 2023 Transcript at p 72, lines 6 to 16; 20 January 2023 Transcript at p 22, lines 14 to 26.

¹⁷ Applicant's Affidavit dated 15 June 2022 ("Applicant's 15 June 2022 Affidavit") at para 7.

¹⁸ Applicant's 15 June 2022 Affidavit at para 7(a).

(b) The Respondent would obtain a loan to fund her contribution towards the purchase of the Property by way of a mortgage in her name secured on the Property.¹⁹

(c) The Applicant would fund the cash component of the purchase price of the Property and pay all applicable stamp duties and legal costs associated with the purchase of the Property. The Applicant would also pay the maintenance fees in respect of the Property after the completion of the purchase of the Property.²⁰

(d) The Property would be sold upon either party's request, with the sale proceeds divided in the proportion of each party's contributions towards the purchase price and costs of the Property.²¹

9 Based on the respective payments made by the parties as listed above, the Applicant claims that he had contributed a total sum of S\$273,098.00 towards the purchase price and costs of the Property while the Respondent's contribution was the S\$630,000.00 loan amount obtained by way of a mortgage in her name.²² The Applicant, therefore, states that he contributed 30.24% towards the purchase price and costs of the Property.²³ He seeks an order from the Court that the Property be sold and he retains 30.24% of the sale proceeds.

¹⁹ Applicant's 15 June 2022 Affidavit at para 7(b).

²⁰ Applicant's 15 June 2022 Affidavit at paras 7(c) to (e).

²¹ Applicant's 15 June 2022 Affidavit at para 7(f).

²² Applicant's 15 June 2022 Affidavit at paras 12 and 13.

²³ Applicant's 15 June 2022 Affidavit at para 13.

The Respondent's case

10 The Respondent claims that there was no oral agreement between the parties.²⁴ Instead, the Respondent claims that the Applicant's contribution towards the purchase price and costs of the Property was a gift to the Respondent.²⁵ The Respondent claims that this gift was made by the Applicant because of the parties' long intimate relationship and in consideration for all the years that they had been together.²⁶

11 The Respondent also states that because the Applicant was married at that time, he knew he would be unable to marry the Respondent.²⁷ Therefore, the Applicant told her that his contribution towards the purchase price and costs of the Property was intended to be a "betrothal gift" or wedding present to her as the Applicant had accepted that there would be a day when the Applicant and Respondent would no longer be in a relationship.²⁸

12 Further, the Respondent claims that beyond the undisputed contributions made by the parties, the Respondent also made the following additional payments towards the purchase price and costs of the Property:

- (a) First, the Respondent claims that she gave S\$130,000.00 to the Applicant on 4 November 2014 by way of a cheque for S\$50,000.00 and another cheque for S\$80,000.00. The Respondent asserts that these

²⁴ Respondent's Affidavit dated 6 July 2022 ("Respondent's 6 July 2022 Affidavit") at para 4.1.

²⁵ Respondent's 6 July 2022 Affidavit at para 12.

²⁶ Respondent's 6 July 2022 Affidavit at paras 12 and 14.

²⁷ Respondent's 6 July 2022 Affidavit at para 13.

²⁸ Respondent's 6 July 2022 Affidavit at para 14.

amounts which she gave to the Applicant were used towards the purchase price and costs of the Property.²⁹

(b) Second, the Respondent claims that she made two other payments totalling S\$4,000.00 towards the purchase price and costs of the Property to PKWA. These payments were made by way of a cheque for S\$3,000.00 and another cheque for S\$1,000.00.³⁰

13 The Respondent, therefore, states that the Applicant's contribution towards the purchase price and costs of the Property was only S\$139,098.00 instead of the contribution of S\$273,098.00 which the Applicant alleges he had made.³¹ The Respondent arrives at this number by deducting her purported additional contribution of S\$134,000.00 from the Applicant's contribution of S\$273,098.00.

Issues to be determined

14 The Court has to consider the following issues:

(a) First, whether the Applicant's contribution towards the purchase price and costs of the Property was part of an oral agreement between the parties that each party would be entitled to the sale proceeds according to the parties' contributions should the Property be sold or whether the Applicant's contribution towards the purchase of the Property was a gift to the Respondent.

²⁹ Respondent's 6 July 2022 Affidavit at paras 20 to 21.

³⁰ Respondent's 6 July 2022 Affidavit at paras 22 to 23.

³¹ Respondent's 6 July 2022 Affidavit at para 25.

(b) Second, if the Applicant's contribution towards the purchase price and costs of the Property was part of an oral agreement between the parties, what were the respective contributions of the parties towards the purchase price and costs of the Property.

My decision

Whether the Applicant's contribution towards the purchase price and costs of the Property was pursuant to an oral agreement as described by the Applicant or was the Applicant's contribution a gift to the Respondent

15 The Applicant alleges that the Respondent told him sometime in 2014 that she was thinking of purchasing a condominium in Singapore.³² The intention of the parties then was to purchase a condominium and make a profit when they eventually decided to sell the condominium in the future.³³ The Applicant then proposed to the Respondent that the Property be purchased in her name, with the Applicant making the upfront cash payments while the Respondent would apply for a bank loan against the Property. The Respondent was to bear the responsibility for the monthly mortgage repayments of the loan.³⁴ The Applicant alleged that he owned a few properties at that time and, in order to avoid the payment of high stamp duty fees, the Property was purchased in the name of the Respondent.³⁵

16 The Applicant played an active role in the purchase of the Property. He engaged a property agent to facilitate the viewing of different condominiums.³⁶

³² Applicant's 15 June 2022 Affidavit at para and 19 January 2023 Transcript at p 25 (line 24) to p 26 (line 6).

³³ 19 January 2023 Transcript at p 26, lines 12 to 26.

³⁴ 19 January 2023 Transcript at p 26, lines 6 to 8.

³⁵ 19 January 2023 Transcript at p 28, lines 4 to 14.

³⁶ 20 January 2023 Transcript at p 10, lines 19 to 20.

The Applicant shortlisted the properties to be viewed.³⁷ He assisted the Respondent to obtain the loan of S\$630,000.00 under her name through a banker whom he knew at Standard Chartered Bank.³⁸ In the Respondent's words, the Applicant "handled all the matters because [the Respondent] did not know how to handle them".³⁹

17 The counsel for the Respondent claims that the Applicant's contribution towards the purchase price and costs of the Property was a love gift to her. However, the evidence does not support the Respondent's contention.

18 First, the Respondent said the Applicant's contribution was a gift in her affidavit. However, when the Respondent was questioned by the counsel for the Applicant, the Respondent also referred to the Applicant's contribution as a "dowry".⁴⁰

Q But certainly, Ms Wu, the---you have taken the view all along, not just now but all along, since it was purchased that the property is a gift, correct, all along.

...

A Yes, because he told me that this was only a portion of what he was gifting me. He also told me that if I were to get married one day and that I would no longer be with him, this would---this property would be my dowry. He said this to me at least three times.

Q Do you mean to say that this property would be yours only if you got married one day?

A No. All along the property is mine.

³⁷ 20 January 2023 Transcript at p 10, lines 21 to 24.

³⁸ 19 January 2023 Transcript at p 30 (line 30) to p 31 (line 3).

³⁹ 20 January 2023 Transcript at p 6, lines 26 to 29.

⁴⁰ 19 January 2023 Transcript at p 91, lines 9 to 19; 20 January 2023 Transcript at p 21, lines 3 to 14.

19 Based on the Respondent’s account, the Applicant had told her that the Property would be her “dowry” *if* she were to get married one day. A “dowry” is undeniably very different from a gift. The Respondent’s original case was that the Applicant had intended that his contribution was to be a gift to the Respondent from the outset. Though the Respondent later clarified that the Property was hers all along, this is difficult to reconcile with her account that the Property would be her “dowry” which would materialise only if she were to get married in the future. Therefore, since the Respondent has yet to remarry then the Applicant’s contribution towards the purchase price and costs of the Property remains with the Applicant.

20 Second, I refer to the WeChat messages between the Applicant and the Respondent in February 2022. When the Applicant first suggested to the Respondent to sell the Property after the breakdown of their relationship, her responses focused on: (a) the length of time she had been staying in the Property,⁴¹ (b) the fact that the Applicant had supposedly told her that the Property would be treated as her “dowry” if the Respondent were to really marry someone one day,⁴² and (c) that the Respondent had spent the prime years of her life with the Applicant.⁴³

21 What was noticeably absent from the WeChat messages, however, was any reference to the Applicant’s intention for his contribution to be a gift to the Respondent at the time of the purchase of the Property. When questioned about this, the Respondent stated that she had spoken about the Applicant’s contribution being a gift during a telephone call which she had with the

⁴¹ Co Victoriano Hui’s Affidavit dated 18 January 2022, Exhibit CVH-01 at p 14.

⁴² Co Victoriano Hui’s Affidavit dated 18 January 2022, Exhibit CVH-01 at p 15.

⁴³ Co Victoriano Hui’s Affidavit dated 18 January 2022, Exhibit CVH-01 at p 17.

Applicant in the midst of sending the WeChat messages.⁴⁴ However, no objective evidence was produced to show that this telephone call was made by the Respondent. If it were true that the Applicant had told the Respondent that he intended his contribution towards the purchase price and costs of the Property to be a gift to the Respondent, she would have immediately told the Applicant in the WeChat messages that he had intended his contribution towards the purchase price and costs of the Property to be a gift to her at the time the Property was bought. This was not found in any of the WeChat messages. The Respondent's allegation that the Applicant's contribution was a gift is so very important to her case and one would expect that to be in her WeChat messages.

22 Further, when I asked the Respondent why she had not mentioned anything about the Applicant's contribution towards the purchase price and costs of the Property being a gift in her WeChat messages, the Respondent reiterated that she did so over a telephone call but once again stated that she had told the Applicant in the telephone call that the Applicant's contribution was meant to be her "dowry".⁴⁵ First, this betrays the Respondent's case that this was a gift by the Applicant, since a "dowry" is undeniably different from a gift as I have earlier alluded to. Second, the inference from the absence in her WeChat messages of such an important fact of her case (*ie*, that the Applicant's contribution towards the purchase price and costs of the Property was meant to be a gift to her) must be that the Applicant's contribution was not intended to be a gift to her. When the Respondent realised the importance of not having this evidence in the WeChat messages, she alleged that she had told the Applicant over the telephone call made in between the WeChat messages that his

⁴⁴ 19 January 2023 Transcript at p 93, lines 17 to 24.

⁴⁵ 20 January 2023 Transcript at p 21, lines 3 to 14.

contribution was meant to be a gift.⁴⁶ This purported telephone call was not mentioned in her pleadings and her affidavits.⁴⁷ The first time it was raised was at the hearing. I am unable to accept this sudden allegation by the Respondent that she had told the Applicant that his contribution towards the purchase price and costs of the Property was intended to be a gift to her.

23 On the evidence, I find that the Applicant has proven his case on a balance of probabilities that his contribution towards the purchase price and costs of the Property was part of an oral agreement between the parties where, upon either party's request, the Property would be sold and the sale proceeds divided in proportion to each party's contributions towards the purchase price and costs of the Property.

24 In view of the above, the Respondent holds a share of the Property, in line with the proportion of the Applicant's contribution towards the purchase price and costs of the Property, on trust for the Applicant.

What were the respective contributions of the parties towards the purchase price and costs of the Property?

25 I shall now consider the respective contributions of the parties towards the purchase price and costs of the Property.

26 The key deliberations on the parties' contributions towards the purchase price and costs of the Property are:

- (a) Whether the amount of S\$130,000.00 given by the Respondent to the Applicant by way of two cheques should be taken as the

⁴⁶ 19 January 2023 Transcript at p 93, lines 17 to 24.

⁴⁷ 19 January 2023 Transcript at p 94, lines 20 to 29.

Respondent's contribution towards the purchase price and costs of the Property.

(b) Whether the cheque payments totalling S\$4,000.00 made by the Respondent to PKWA, the lawyers who did the conveyance, should be considered in favour of the Respondent in assessing the parties' contributions towards the purchase price and costs of the Property.

27 Regarding the amount of S\$130,000.00, the Applicant does not dispute that this amount was given by the Respondent to the Applicant.⁴⁸ It is also not disputed that the Applicant used the amount of S\$130,000.00 received from the Respondent for the payment towards the purchase price and costs of the Property.⁴⁹

28 The Applicant alleges that the S\$130,000.00 given to him by the Respondent was actually his money that he gave to the Respondent for safekeeping in the course of their relationship.⁵⁰ The Applicant claims that sometime from the early or middle of 2012 to the end of 2013, the Applicant had given the Respondent about S\$5,000.00 in cash each month for safekeeping.⁵¹ This was done to conceal his income from his wife and to set aside money for himself in the event he wished to make large purchases or investments.⁵² Thus, when the Respondent issued two cheques totalling

⁴⁸ Applicant's Affidavit dated 14 October 2022 ("Applicant's 14 October 2022 Affidavit") at para 18.

⁴⁹ 19 January 2023 Transcript at p 76, lines 1 to 9; 19 January 2023 Transcript at p 76 (line 29) to p 77 (line 1).

⁵⁰ Applicant's 14 October 2022 Affidavit at paras 19 to 21.

⁵¹ Applicant's 14 October 2022 Affidavit at para 20; 19 January 2023 Transcript at p 70, lines 22 to 25.

⁵² Applicant's 14 October 2022 Affidavit at para 19.

S\$130,000.00 to the Applicant, she was just returning his money which she had been safekeeping for the Applicant.

29 However, as was pointed out to the Applicant during his cross-examination, even by his account that he gave the Respondent S\$5,000.00 each month from early 2012 to December 2013 for safekeeping, this did not add up to the amount of S\$130,000.00 which was given back by the Respondent to the Applicant.⁵³ Based on the Applicant's account, the amount of money he would have given the Respondent for safekeeping from early 2012 to December 2013 would have only been in the range of S\$90,000.00 to S\$110,000.00, *ie*, S\$5,000.00 per month x 18 to 22 months (depending on the timeframe during which the Applicant gave the Respondent his money for safekeeping).⁵⁴ Further, the Applicant's account at the hearing is inconsistent with his account in his affidavit dated 14 October 2022. In his affidavit dated 14 October 2022, the Applicant alleged that he gave the Respondent S\$5,000.00 each month from the middle of 2012 to October 2014, *ie*, a period of about 29 months.⁵⁵ Based on his account, the Applicant would have given the Respondent a sum of about S\$145,000.00, *ie*, S\$5,000.00 per month x 29 months. Therefore, there is a serious material discrepancy in the Applicant's evidence regarding the S\$5,000.00 which he allegedly gave to the Respondent every month for safekeeping. Hence, I find it difficult to believe this aspect of the Applicant's evidence.

30 The evidence shows that the Respondent gave the Applicant S\$130,000.00 and this amount was used towards the purchase price and costs

⁵³ 19 January 2023 Transcript at p 51 (line 4) to p 53 (line 4).

⁵⁴ 19 January 2023 Transcript at p 51 (line 4) to p 53 (line 4).

⁵⁵ Applicant's 14 October 2022 Affidavit at para 20.

of the Property. A document exhibited in the Applicant's affidavit, which was a list prepared on the Applicant's instruction,⁵⁶ contained payments made by the parties towards the purchase price and costs of the Property. This list included the S\$130,000.00 given by the Respondent to the Applicant by way of two cheques.⁵⁷ When the Applicant was asked to explain why he saw a need to record the amount of S\$130,000.00 given to him by the Respondent in the list, the Applicant stated that he had "nothing to hide".⁵⁸ This did not explain the fundamental question: why was S\$130,000.00 recorded in the list as an amount from the Respondent? This list was prepared on the Applicant's instruction to set out the parties' respective contributions towards the purchase price and costs of the Property. If, indeed, the Respondent was supposedly safekeeping the S\$130,000.00 for him, the Applicant would have stated in the list that the S\$130,000.00 belonged to him. This was not done.

31 The Respondent denied that the Applicant had given her S\$5,000.00 per month for safekeeping. Why did the Applicant give the S\$5,000.00 per month to the Respondent for safekeeping? He could have put this monthly payment in a bank account for safekeeping without his wife's knowledge. Why did he give this monthly sum of S\$5,000.00 to the Respondent for safekeeping, as alleged, for a short period of time only? This allegation of giving the Respondent S\$5,000.00 per month for safekeeping is unbelievable.

32 I, therefore, find that the Applicant has failed to prove, on a balance of probabilities, that the amount of S\$130,000.00 was his money that he gave to the Respondent for safekeeping. The evidence shows that the S\$130,000.00 was

⁵⁶ 19 January 2023 Transcript at p 36, lines 10 to 27.

⁵⁷ Applicant's 15 June 2022 Affidavit at p 19.

⁵⁸ 19 January 2023 Transcript at p 37, lines 4 to 11.

the Respondent's contribution towards the purchase price and costs of the Property.

33 Finally, on the issue of the payments totalling S\$4,000.00 from the Respondent to PKWA, it is not disputed that these payments were made by the Respondent.⁵⁹ These payments were made in relation to the purchase of the Property.⁶⁰ I am of the view that the S\$4,000.00 was paid by the Respondent towards the purchase price and costs of the Property.

34 Accordingly, the Applicant's contribution towards the purchase price and costs of the Property was S\$139,098.00 while the Respondent's contribution was S\$764,000.00. This would mean that the Applicant had contributed only 15.4% towards the purchase price and costs of the Property. I set out a breakdown of the parties' contributions in the table below:

Contributions made by the Applicant towards the purchase price and costs of the Property	
Description	Amount
Payment of the option fee equivalent to 1% of the purchase price of the Property	S\$8,388.88 <i>Paid by way of a cheque for S\$8,350.00 and cash of S\$38.99</i>
Payment of the option exercise fee equivalent to 4% of the purchase price of the Property	S\$33,555.52 <i>Paid by way of a cheque</i>
Payment of PKWA's fees in respect of the purchase of the Property	S\$2,500.00 <i>Paid by way of a cheque</i>
Payment of 2021 and 2022 property taxes payable in respect of the purchase price	S\$1,718.00 <i>See also, Table of Payments.</i>

⁵⁹ Payment of 2021 and 2022 property taxes payable in respect of the purchase price. See also, Table of Payments.
⁶⁰ 19 January 2023 Transcript at p 46, lines 14 to 18.

of the Property	<i>Paid by way of a cheque</i>
Cash component of the purchase price of the Property	S\$32,943.60
Total contribution made by the Applicant towards the purchase price and costs of the Property: S\$139,098.00	
Contributions made by the Respondent towards the purchase price and costs of the Property	
Description	Amount
Loan obtained from Standard Chartered Bank by way of a mortgage in the Respondent's name secured on the Property	S\$630,000.00
Cash component of the purchase price of the Property	S\$130,000.00 <i>This was made by way of two cheques issued by the Respondent to the Applicant</i>
Fees paid to PKWA towards the purchase of the Property	S\$4,000.00 <i>Paid by way of two cheques</i>
Total contribution made by the Respondent towards the purchase price and costs of the Property: S\$764,000.00	

35 I shall now consider the analytical framework set out by the Court of Appeal in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 (“*Chan Yuen Lan*”).

Analysing the present case under the analytical framework in Chan Yuen Lan

36 In *Chan Yuen Lan* (at [160]), the Court of Appeal set out an analytical framework to be applied in a property dispute involving parties who have

contributed unequal amounts towards the purchase price of a property and who have not executed a declaration of trust as to how the beneficial interests in the property are to be apportioned. As set out in *Chan Yuen Lan* (at [160]), the steps under this framework are as follows:

- (a) Is there sufficient evidence of the parties' respective financial contributions to the purchase price of the property? If the answer is "yes", it will be presumed that the parties hold the beneficial interest in the property in proportion to their respective contributions to the purchase price (ie, the presumption of resulting trust arises). If the answer is "no", it will be presumed that the parties hold the beneficial interest in the same manner as that in which the legal interest is held.
- (b) Regardless of whether the answer to (a) is "yes" or "no", is there sufficient evidence of an express or an inferred common intention that the parties should hold the beneficial interest in the property in a proportion which is different from that set out in (a)? If the answer is "yes", the parties will hold the beneficial interest in accordance with that common intention instead, and not in the manner set out in (a). In this regard, the court may not impute a common intention to the parties where one did not in fact exist.
- (c) If the answer to both (a) and (b) is "no", the parties will hold the beneficial interest in the property in the same manner as the manner in which they hold the legal interest.
- (d) If the answer to (a) is "yes" but the answer to (b) is "no", is there nevertheless sufficient evidence that the party who paid a larger part of the purchase price of the property ("X") intended to benefit the other party ("Y") with the entire amount which he or she paid? If the answer is "yes", then X would be considered to have made a gift to Y of that larger sum and Y will be entitled to the entire beneficial interest in the property.
- (e) If the answer to (d) is "no", does the presumption of advancement nevertheless operate to rebut the presumption of resulting trust in (a)? If the answer is "yes", then: (i) there will be no resulting trust on the facts where the property is registered in Y's sole name (ie, Y will be entitled to the property absolutely); and (ii) the parties will hold the beneficial interest in the property jointly where the property is registered in their joint names. If the answer is "no", the parties will hold the beneficial interest in the property in proportion to their respective contributions to the purchase price.

(f) Notwithstanding the situation at the time the property was acquired, is there sufficient and compelling evidence of a subsequent express or inferred common intention that the parties should hold the beneficial interest in a proportion which is different from that in which the beneficial interest was held at the time of acquisition of the property? If the answer is “yes”, the parties will hold the beneficial interest in accordance with the subsequent altered proportion. If the answer is “no”, the parties will hold the beneficial interest in one of the modes set out at (b)–(e) above, depending on which is applicable.

37 The present case is one where the Applicant and the Respondent made unequal contributions towards the purchase price and costs of the Property. The parties did not execute a declaration of trust as to how the beneficial interests in the Property are to be apportioned. However, I have made a finding above that there was an oral agreement between the Applicant and the Respondent which addresses the issue of the beneficial interests of the parties in the Property.

38 Applying the *Chan Yuen Lan* framework, at step (a), in view of my findings above at [25]–[34], there is sufficient evidence of the parties’ respective contributions towards the purchase price and costs of the property. Therefore, it is presumed that the Applicant and the Respondent hold the beneficial interests in the Property in proportion to their respective contributions towards the purchase price and costs of the Property, notwithstanding that the Property was registered in the sole name of the Respondent.

39 Next, at steps (b) and (d), there is no evidence to suggest an express or an inferred common intention that the Applicant and the Respondent intended to hold the beneficial interests in the Property in a proportion which is different from their respective contributions towards the purchase price and costs of the Property. Under the oral agreement between the parties, upon either party’s request, the Property would be sold, and the sale proceeds divided in proportion

to each party's contributions towards the purchase price and costs of the Property.

40 Further, at step (e), there is no presumption of advancement which arises in this case to rebut the presumption which arises at step (a). I accept the Applicant's submission on this point that the nature of the relationship between the Applicant and the Respondent, *ie*, an extra-marital relationship, is not one where the presumption of advancement usually arises.⁶¹ Further, given the findings of fact which I have made above at [15]–[24], it is clear that the Applicant did not intend for his contribution towards the purchase price and costs of the Property to be a gift to the Respondent.

41 Finally, at step (f), there was no express or inferred common intention that the Applicant and the Respondent should hold the beneficial interests differently from the proportions in which the beneficial interests were held at the time of acquisition of the Property.

42 Accordingly, under the analytical framework in *Chan Yuen Lan*, the Respondent holds a share of the Property on trust for the Applicant. In this case, the share of the Property held on trust for the Applicant is 15.4%, which is the Applicant's proportion of contribution towards the purchase price and costs of the Property. This is consistent with the oral agreement which existed between the Applicant and the Respondent.

⁶¹ Applicant's 17 February 2023 Submissions para 41, citing *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 at [73]–[74].

Conclusion

43 For the reasons above, I order that the Property be sold and 15.4% of the sale proceeds be paid to the Applicant.

44 I shall now hear parties on the issue of costs.

Tan Siong Thye
Judge of the High Court

Adrian Wee Heng Yi and Lynette Chang Huay Qin
(Lighthouse Law LLC) for the applicant;
Baburam Dayalan Naidu (H.A. & Chung Partnership)
for the respondent.
