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

**[2026] SGHC 129**

Originating Claim No 672 of 2024

Between

(1) Lin Tze Kin (suing as co-executor of the estate of Tan Ah Kar, deceased)
(2) Tan Yen Lin Alice (suing as co-executor of the estate of Tan Ah Kar, deceased)

… *Claimants*

And

(1) Lim Sze Eng
(2) Tan Lay Hoon

… *Defendants*

Counterclaim of 1st and 2nd Defendants

Between

(1) Lim Sze Eng
(2) Tan Lay Hoon

… *Claimants in Counterclaim*

And

(1) Lin Tze Kin (suing as co-executor of the estate of Tan Ah Kar, deceased)
(2) Tan Yen Lin Alice (suing as co-executor of the estate of Tan Ah Kar, deceased)

*… Defendants in Counterclaim*

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# JUDGMENT

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[Equity — Remedies — Equitable accounting — Whether co-owner who improved property entitled to remedy of equitable accounting]
[Limitation of actions — Sections 6 and 22 of the Limitation Act — Whether laches applied]
[Trusts — Constructive and resulting trusts]

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**[2026] SGHC 129**

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Audrey Lim J
4–6, 10–13 February; 2, 3 March; 24, 28, 29 April; 28 May 2026

16 June 2026 Judgment reserved.

**Audrey Lim J:**

## Introduction

1 The claimants, Mr Lin Tze Kin ("C1") and Mdm Tan Yen Lin ("C2"), are husband and wife. They are the executors of the estate of Madam Tan Ah Kar ("TAK"). C1 is TAK's youngest son. The first defendant, Mr Lim Sze Eng ("D1"), is TAK's eldest son and is married to the second defendant, Mdm Tan Lay Hoon ("D2"). The claimants commenced this action ("Action") to claim that: (a) a half-share in a property ("Property") registered in TAK's name is beneficially owned by TAK; and (b) D1 holds various sums relating to two other properties ("FEP Units") for the benefit of the claimants (as executors of TAK's estate). The defendants deny the claims and allege that the Property and FEP Units belong to D1 and/or D2. D1 further counterclaims for a sum of $1.5m allegedly transferred to TAK to hold on trust for him.

## Background

2 TAK and her husband ("LWC") had eight children. LWC was the sole breadwinner of the family.[1] They had a family business and incorporated various entities, namely "Tat Leong Petroleum" ("TLP"), "Tat Leong Investment" and "Tat Leong Development" ("TLD") (collectively, the "TL Entities"). The background to the TL Entities can be found in *Lin Choo Mee v Tat Leong Development (Pte) Ltd* [2015] SGHC 99.

3 The Property was initially owned by TAK and LWC as joint tenants. It was purchased in the 1960s or 1970s as their family home. LWC passed away on 26 June 1992, and TAK became the sole owner of the Property by operation of the rule of survivorship. At all material times, TAK, the defendants and the defendants' children resided at the Property.[2] By a transfer instrument dated 3 November 2008 ("3/11/08 Transfer"), TAK transferred 50% of the Property to the defendants as joint tenants, with the transfer stated as a gift, whilst she held the remaining 50% ("TAK's Half-Share") as tenants-in-common with them.[3]

4 In around January 2001, the FEP Units were purchased in the names of TAK, D1 and D2 as tenants-in-common. One unit was purchased for $670,800 and another unit was purchased for $735,150. The claimants claim that TAK contributed $150,000 towards the downpayment of the purchases. D1 claims

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1 C1's AEIC at [7]; D1's AEIC at [10].

2 Statement of Claim (Amendment No. 1) ("SOC") at [3]–[4]; Defence and Counterclaim (Amendment No. 2) ("Defence") at [4]–[5]; C1's AEIC at [7]; C2's AEIC at [6]; D1's AEIC at [10]–[11]; 4/2/26 NE 58–59.

3 SOC at [5]; Defence at [6(3)] and [6(8)]; C1's AEIC at [22]; D1's AEIC at [38]; 4/2/26 NE 81–82; 4AB 185–189; 7AB 392.

that he paid the entire purchase price. In April 2007, the FEP Units were sold for $3,780,000. D1 received the sale proceeds but TAK was not given a share.[4]

5 TAK passed away on 3 August 2023. In her will dated 23 February 2012 ("Will"), she appointed the claimants as joint executors and trustees, and directed them to dispose of her properties, essentially as follows:[5]

(a) "to sell for cash my 50% share in the [Property] and to give the proceeds thereof" in the following proportion: (i) 60% to C1; and (ii) 20% each to the claimants' two sons; and

(b) to distribute the rest of her properties to her eight children in equal shares.

**Claimants' case**

6 The claimants attest as follows.

7 The claimants married in 1990 and resided at the Property until around 1998. By this time, all TAK's children had moved out of the Property, except for the defendants' family.[6]

8 Sometime in late 2008, D1 brought TAK to the office of a lawyer ("Mr Tan") and attempted to force TAK to transfer a two-third share of the Property to the defendants, which TAK refused. D1 then brought TAK to Mr Tan's office again to effect a transfer of half the Property to the defendants, which she did.

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4 4AB 114, 118, 123 and 127; 24/4/26 NE 88, 94–95; 28/4/26 NE 2–3; SOC at [21]–[24]; Defence at [22], [24]–[25].

5 SOC at [7]; Defence at [8]; 4AB 196–199.

6 C1's AEIC at [12], [15] and [16]; C2's AEIC at [12].

TAK was very upset, but she signed the transfer document. She felt she had no choice as the defendants resided at the Property and she would have no peace if she did not give in to them.[7]

9 The FEP Units were a joint investment among TAK and the defendants, and each of them contributed $150,000 as downpayment. The FEP Units were rented out, but TAK received her share of the rental proceeds of $800 per month only from January 2002 until June 2004. When they were sold in 2007, she did not receive a share of the sale proceeds, despite having repeatedly asked D1 for the return of her moneys.[8]

10 TAK passed away on 3 August 2023. On around 16 August 2023, TAK's daughter ("LLC") handed to the claimants the Will which she had possession of. C1 subsequently communicated with D1 pertaining to the Will and provided D1 a copy thereof on 11 January 2024 on D1's request.[9]

11 On 25 March 2024, the claimants received a letter from D1's then-lawyers ("25/3/24 MCP Letter"). In that letter, D1 claimed that: (a) TAK's Half-Share was held on trust for him, as TAK had sold the Property to him in 1992 for $570,000; and (b) from 1992 to 2022, he had spent about $1.2m to increase the built-up area of the Property ("Redevelopment Expense") and various sums in relation to its repair and maintenance (among other things).[10]

12 On 14 May 2024, the claimants' lawyers replied to deny D1's claim to TAK's Half-Share ("14/5/24 D&N Letter"). The claimants also sought an

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7 C1's AEIC at [23].

8 C1's AEIC at [24] and [102]–[106]; SOC at [21]–[22]; Defence at [23].

9 C1's AEIC at [46]–[47] and [49].

10 C1's AEIC at [50] and exhibit LTK-38; 7AB 310.

account from D1 of $150,000 that TAK had contributed to the purchase of the FEP Units, and her share of the rental proceeds and profits from the eventual sale of the FEP Units.[11]

13 On 30 August 2024, the claimants commenced the Action. They assert that TAK had transferred half of the Property to the defendants under coercion and without consideration and that TAK's Half-Share belonged to TAK. They also challenge the defendants' claim of having spent some $1.2m on the Property. The claimants thus prayed for the Property to be sold and the sale proceeds to be distributed accordingly. As for the FEP Units, they claim that D1 holds on constructive trust TAK's share of the rental proceeds, sale proceeds, and profits from any reinvestment of the sale proceeds that D1 might have carried out on her behalf. They further claim an account by D1 of the moneys.[12]

**Defendants' case**

14 The defendants' version of events is based primarily on D1's evidence, as D2 elected not to testify. D1 attests as follows.

15 At all material times, the defendants, their children and their grandchildren resided at the Property with TAK, and the claimants left the Property in around 1999.[13] LWC and TAK had obtained an overdraft facility ("OD Facility") from Far Eastern Bank Limited ("FEBL"), secured by the Property as collateral. After LWC's passing, TAK could not pay the monthly interests under the OD Facility. Hence, in 1993, she asked D1 to buy over the

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11 C1's AEIC at [66] and exhibit LTK-41; 7AB 348–352.

12 C1's AEIC at [67]–[72] and [91]; List of Agreed Issues dated 8 May 2026 ("LOI") at [11] and [15].

13 D1's AEIC at [11].

Property so that it would not be forced-sold. D1 and D2 agreed to do so for $570,000 from TAK ("Agreement"). They effected the Agreement by discharging the loan in the OD Facility then standing at $595,927.82 ("Loan") *via* a cheque of $30,000 issued by TAK, as well as cheques of $70,000 and $500,000 from D1.[14]

16 The Agreement was not recorded as it was made in the context of a family arrangement and D1 and TAK shared a close bond. Nevertheless, TAK and the defendants had an understanding that she would transfer the Property to the defendants when they discharged the Loan ("Common Understanding"). In reliance on the Common Understanding, the defendants paid all the outgoings for the Property for 30 years and the Redevelopment Expense.[15]

17 However, in June 2008, D1 discovered that TAK had become the sole registered owner of the Property by the registration of a Notice of Death dated 3 June 2008 signed by TAK ("3/6/08 NOD"). He immediately suggested to TAK to effect the legal formalities to the Agreement. TAK requested to remain as joint owner of the Property in name only, as she felt insecure about losing her matrimonial home ("1st Request"). The defendants agreed out of filial piety for TAK, and because the Property would be held in joint tenancy with TAK and would pass to them on her death by operation of the rule of survivorship.[16]

18 The defendants then accompanied TAK to Mr Tan's office to sign the transfer documents. After TAK spoke to Mr Tan, she requested the defendants to keep a half-share in the Property in her name on the understanding that she

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14 D1's AEIC at [13]–[18] and [23]–[24]; 28/4/26 NE 3–4.

15 D1's AEIC at [25]–[29].

16 D1's AEIC at [31]–[34] and exhibit Tab-6.

would honour the Agreement and transfer her share to them upon her demise ("2nd Request"). The defendants agreed out of respect for TAK, and Mr Tan was instructed to prepare fresh documents to give effect to the 2nd Request. At all material times, the defendants did not have sight of the 3/11/08 Transfer (see [3] above). Hence, they were surprised to discover in January 2024 that TAK had bequeathed TAK's Half-Share to C1 and C1's sons. They thus claim that TAK's Half-Share was held on trust for them.[17]

19 In 2007, D1 decided to redevelop the Property. He acquired an adjoining plot of land ("Adjoining Lot") to increase the building line by about 2m and the built-up area of the Property. D1 then carried out redevelopment works and paid about $1.2m in Redevelopment Expense to increase the Property's built-up area ("Increased Area"). The defendants thus claim the increase in value of the Property as a result thereof, or an equitable allowance for the sums spent.[18]

20 D1 also claims that TAK held about $1.5m on trust for him ("Entrusted Sums"). In around 1988, TAK agreed to hold moneys for him. From 1988 to 2021, D1 deposited moneys (by cheques) into TAK's POSB account or account held jointly between TAK and C1 ("TAK-C1 A/c"). These sums accumulated to about $1.5m. In July 2023, D1 requested TAK to return the Entrusted Sums. TAK then informed him that C1 had secretly transferred the moneys to a fixed deposit account ("TAK-C1 FD"). D1 also suspects that some of the Entrusted Sums were eventually transferred to an account held by TAK, LLC and TAK's other daughter ("LLH") ("Other A/c"). TAK thus held the moneys in these accounts on trust for D1.[19]

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17 D1's AEIC at [35]–[38] and [45]; Defence at [6(9)]–[6(11)].

18 D1's AEIC at [53]–[56]; Defence at [49]; LOI at [5]; 28/5/26 NE 2.

19 Defence at [53A]–[54] and reliefs (v)–(vi); D1's AEIC at [66]–[70] and [77] and exhibits Tabs 12 and 13; 1AB 34; 4AB 11–22 and 73.

21 As for the FEP Units, D1 claims that he paid the entire purchase price. TAK's $150,000 contribution was paid out of the Entrusted Sums which belonged to D1. TAK and D2 agreed to be registered as co-owners of the FEP Units so that D1 could reduce tax on the rental income which he would derive from the FEP Units. TAK had never asked D1 for the return of $150,000, any proceeds from the sale of the FEP Units, or a share of the rental proceeds. She did not consider herself as having any beneficial interest in the FEP Units.[20]

**Issues to be determined**

22 The main issues to be determined are essentially as follows:

(a) whether the defendants had purchased the Property from TAK such that TAK's Half-Share belonged to them;

(b) whether D1 had purchased the Adjoining Lot and incurred the Redevelopment Expense, and whether any allowance should be made for the defendants if the value of the Property was enhanced as a result thereof;

(c) whether TAK held a total of $1.5m on trust for D1; and

(d) whether TAK had contributed $150,000 to the purchase of, and had a beneficial interest in, the FEP Units.

**Whether the defendants purchased the Property from TAK**

23 Preliminarily, D1 disputes that TAK owned the beneficial interest in the Property on LWC's death. In 1990, LWC wrote a note ("**LWC Note**") to state that his "personal wealth" should be left essentially to his sons. D1 asserts the

[20] D1's AEIC at [89]–[96].

Note supports that TAK held the legal but not beneficial interest in the Property after LWC's death.[21]

24 D1's assertion is unmeritorious. The LWC Note had no legal effect. It is undisputed that LWC died intestate. The defendants admit that by operation of the rule of survivorship, TAK thus became the owner of the Property.[22] D1's assertion also contradicts his case that he paid $570,000 to purchase TAK's Half-Share from TAK.

25 Next, the 3/11/08 Transfer was *prima facie* evidence that TAK had transferred a half-share of the Property to the defendants whilst retaining a half-share as tenant-in-common. It is undisputed that the 3/11/08 Transfer reflected TAK's transfer to them as a gift.[23] A presumption of indefeasibility of title arises that the claimants can rely on to establish *prima facie* TAK's tenancy-in-common of 50% in the Property (*Loo Chay Sit v Estate of Loo Chay Loo, deceased* [2010] 1 SLR 286 at [14]). That TAK was registered as a tenant-in-common for a half-share of the Property, coupled with her intent to bequeath "*my* 50% share" in the Property as stated in the Will (emphasis added), strongly supports the inference that TAK continued to own TAK's Half-Share even when she made the Will in February 2012. The defendants do not challenge the authenticity of the Will. Indeed, TAK had the presence of mind to obtain a medical report where she was assessed to have the capacity to make a will.[24]

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21 D1's second AEIC dated 23 September 2025 ("D1's 2AEIC") at [6]–[7]; 4AB 25.

22 SOC at [3]; Defence at [4].

23 D1's AEIC at [38].

24 1CBAEIC 191; 4/2/26 NE 39.

***Whether the purported Agreement was entered into***

26 The defendants thus bear the burden to prove the existence of the Agreement and that D1 and/or D2 paid for TAK's Half-share.[25] I find they have failed to discharge the burden. There is no documentary evidence to support the existence of the Agreement or that the defendants paid, *out of their own moneys*, $570,000 for the Property pursuant to the purported Agreement. This is even if I accept the OD Facility was obtained with a security over the Property.[26]

27 First, it is unclear who TAK purportedly made the Agreement with. The 25/3/24 MCP Letter stated that TAK's Half-Share was held on trust for *D1*, as TAK sold the Property to *D1* for $570,000. In the Action, the defendants plead and attest that the Agreement was made with, and the Property sold to, them.[27]

28 Second, there is no evidence that *D1 or D2* paid $570,000 to discharge the Loan. The FEBL statements for the OD Facility show the Loan was reduced by three cheque payments of $30,000, $70,000 and $500,000 on 5 June, 23 June and 5 August 1993 respectively.[28] D1 accepts the $30,000 cheque emanated from TAK. As for the $70,000 and $500,000 cheques, D1 relies on two FEBL banking slips ("Slip(s)").[29] However, the Slips do not show *from whose account* the two cheques were drawn and there is no evidence that the cheques are traceable to D1's or D2's bank account or money.[30] I disbelieve that D1 could not produce the statements of *his* bank account from which the cheques were

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25 4/2/26 NE 83–84.

26 4/2/26 NE 77–81, 83, 87–88 and 92–93; DB1–7.

27 Defence at [6(1)].

28 DBAEIC 36–38.

29 DBAEIC 46–48.

30 DBAEIC 47–48; 4/2/26 NE 69–71, 103–104 and 113–114; 2/3/26 NE 32 and 34–35.

purportedly drawn due to the passage of time,[31] when he had diligently kept a copy of the Slips and even the FEBL OD Facility bank statements for 1992 and 1993 to show three deposits of $500,000, $70,000 and $30,000 into that account.

29 In relation to the Slip for $500,000, the copy is of poor resolution. There was also some dispute as to the date the $500,000 cheque was deposited into the OD Facility.[32] Be that as it may, the Slip does not show the money came from D1 or D2's bank account.

30 As for the Slip for $70,000, D1 had written "Lim Sze Eng A/C" ("**1st Phrase**") on it, and he claims "Tat Leong Petroleum" ("**2nd Phrase**") was written by a TLP staff but was then erased. His explanation was completely unbelievable. Rather, I find that D1 had initially written the 2nd Phrase, then erased it and wrote the 1st Phrase, to falsely portray the $70,000 deposited into the OD Facility as emanating from him personally.

(a) D1 claims that after the original Slip was retained by FEBL, he made a photocopy ("**2nd Copy**") of the carbon copy ("**1st Copy**") of the Slip, wrote the 1st Phrase on the 2nd Copy, and returned the 1st Copy to TAK. When asked to produce the 2nd Copy to examine his original handwritten words, D1 claimed the 2nd Copy was with his previous lawyers, and the copy exhibited in the Action was a *photocopy of the 2nd Copy* (*ie*, a *third* copy).[33] Realising his story was unconvincing, he then claimed he wrote the 1st Phrase on the 1st Copy, then made a copy of the 1st Copy before returning the 1st Copy to TAK. In sum, the 1st

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31 2/3/26 NE 32 and 34.

32 4/2/26 NE 71 and 111–112; DBAEIC 48.

33 2/3/26 NE 16–17.

Copy contains the original 1st Phrase, whereas the 2nd Copy is exhibited in this Action and contains a photocopy of the 1st Phrase.[34]

(b) Next, D1 claims he wrote the 1st Phrase one or two days after depositing $70,000 into the OD Facility; the TLP staff wrote the 2nd Phrase when TLP's accounts were being reconciled; D1 informed the staff that this was a mistake as he personally made the payment; the 2nd Phrase was erased; and D1 then wrote the 1st Phrase. D1 further claims the staff had written the 2nd Phrase one to two months later.[35] But this account defies logic. If D1 had written the 1st Phrase on the 2nd Copyof the Slip (one or two days after he deposited the $70,000) to show the moneys emanated from him personally, it is inconceivable that TLP's staff would subsequently write "Tat Leong Petroleum" on that Slip to contradict this. D1's testimony is also inherently contradictory. If he claims to have written the 1st Phrase before the staff wrote the 2nd Phrase one to two months later, he cannot also claim to have written the 1st Phrase after the 2nd Phrase was erased.

(c) I thus find the words "Tat Leong Petroleum" were first written, and this was telling of where the moneys came from to discharge $70,000 of the OD Facility. I further find that these words were erased and D1 then wrote "Lim Sze Eng A/C" to portray that the money came from him personally. His failure to exhibit the Slip containing the original handwritten 1st and 2nd Phrases casts doubt on his story.

31 Third, D1 claims that he and D2 had in 1993 sold two properties in Taiwan for NT4.5m each ("Taiwan Properties") and other assets, to raise

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34 2/3/26 NE 18–20.

35 2/3/26 NE 21–23 and 26–27.

$570,000 to discharge the Loan.[36] However, there is no evidence to support D1's assertion that the Taiwan Properties were *sold in 1993* or of the sale price.

32 The defendants did not produce a sale and purchase agreement ("sale agreement") to show the Taiwan Properties were *sold in 1993*. This was inexplicable, as they could produce: (a) a sales advertisement by the Taiwanese property agent (which is *undated*); and (b) the agent's Intermediary Service Reports ("Service Reports") dated March and May (which do not reflect the *year* of the reports). These at best show the properties as being marketed for sale.[37] I disbelieve the defendants could not find the sales agreement due to the passage of time,[38] as they could produce an advertisement and the Service Reports. They knew that such an agreement would have been probative of an *actual sale* of the Taiwan Properties and, consequently, whether any sale proceeds therefrom were used to discharge the Loan.

33 In cross-examination, D1's explanation for his inability to produce a sale agreement was unbelievable. He first claimed that "Taiwan is different from Singapore"; then claimed that the property agent purchased the Taiwan Properties from the defendants, before prevaricating and retreating to the position that he had entrusted the sale to the agent; then admitted there should have been a sale agreement; and then *claimed that sale agreements did not exist in Taiwan before 2000* and he merely handed the title deeds to the agent in return for cash. This contradicted his affidavit of evidence-in-chief ("AEIC") wherein he states he could not locate the sale documents due to the passage of time.[39] D1

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36 D1's AEIC at [21]–[22].

37 D1's AEIC at [21]; DBAEIC 43; 7AB 544, 546, 548 and 550; 4/2/26 NE 136–138 and 141–144; 2/3/26 NE 45.

38 D1's AEIC at [21].

39 2/3/26 NE 46–49; 3/3/26 NE 6 and 9–10; D1's AEIC at [21].

then claimed that he asserted as such in his AEIC because he did not know that sale agreements were non-existent in Taiwan, but he subsequently went to Taiwan to check and was informed as such. When it was brought to his attention that his AEIC was signed in August *2025* (which meant he could only have gone to Taiwan to check thereafter), he then claimed, unbelievably, that he went to the Taiwan *embassy in Singapore* to do the search and was informed that there were no such records.[40]

34 Indeed, D1's story suffers from another deficiency. He claims that TAK first approached him regarding her concerns on the Loan at the end of 1992. In the defendants' further and better particulars ("F&BP"), they claim the sale of the Taiwan Properties was completed in around March 1993.[41] If so, they could have only decided to sell the Taiwan Properties *between end 1992 and March 1993*. It is thus strange that there is a Service Report dated *May*. In court, D1 changed his story and claimed that the Taiwan Properties were sold "between March and June" of 1993.[42]

35 Next, there is no evidence that the Taiwan Properties were sold for NT$4.5m each or NT$9m in total, as D1 claims in his AEIC. Notably, his *earlier* position in the F&BP was that they were sold for about NT$9.9m, and this was after he claimed to have verified the documents to confirm the sale price.[43]

36 In court, D1 then claimed the moneys for the $70,000 cheque came from proceeds of sale of his shares, but he did not produce supporting documents as

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40 2/3/26 NE 49–50; 3/3/26 NE 4–5.

41 13/2/26 NE 125–126 and 132; 1AB 29.

42 7AB 550; 2/3/26 NE 39.

43 1AB 29; 2/3/26 NE 40–41.

he was only asked about the $70,000 cheque in court.[44] This is disingenuous. D1 had attested in his AEIC that he raised $570,000 by selling the Taiwan Properties "and other assets" but deliberately chose to be vague about these "other assets".[45] I infer that D1 did not produce supporting documents precisely because there was no such sale of shares.

37 In the round, I agree with the claimants that the defendants fabricated the story of having sold the Taiwan Properties and shares in 1993, to explain how they purportedly raised $570,000 to discharge the Loan.[46] I disbelieve D1's explanation that he did not have documents to show how he raised $570,000 or that the moneys to discharge the OD Facility came from him because of the passage of time. He had kept various documents such as the FEBL Slips going back to 1993 and even an advertisement and Service Reports purportedly pertaining to the sale of the Taiwan Properties in that year.

38 D1's bare assertion that TAK did not have the means to discharge the Loan does not assist the defendants. They bear the burden to show the existence of the Agreement and that they paid $570,000 pursuant to the Agreement. I have also found that the evidence shows the $70,000 cheque could have emanated from TLP's account (see [30] above).

39 Here, I make brief observations regarding TAK's means. Although D1 claims that TAK had no means because she was a housewife,[47] there is evidence to the contrary. She had a DBS account from which the $30,000 cheque was issued to reduce the Loan (see [28] above), and an OCBC account from which

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44 13/2/26 NE 141; 2/3/26 NE 37.

45 D1's AEIC at [22].

46 C1's AEIC at [89].

47 D1's AEIC at [15].

a $40,000 cheque was issued to pay for the FEP Units (see [135] below). I disbelieve D1's bare assertion in court that the moneys in her OCBC account came from the Entrusted Sums.[48] Next, the opening balance in the TAK-C1 A/c shows that TAK had some $79,000 as at 4 November 1989, before D1 purportedly handed the first of many cheques to TAK for safekeeping.[49] D1 also agreed that TAK obtained dividends from shares, and he conceded that various payments deposited into the TAK-C1 A/c were moneys that she earned or came from other sources (see [103] and [105] below).[50] Further, at the time of her death, TAK owned 315,000 shares in TLP worth $243,251.11.[51]

***D1's conduct after the discharge of the Loan***

40 In determining the existence of an oral agreement, the court may consider the parties' subsequent conduct, particularly where ambiguities arise from the lack of documentary evidence (*Tan Yew Huat v Sin Joo Huat Hardware Pte Ltd* [2024] SGCA 27 at [37]; *The "Luna*" [2021] 2 SLR 1054 at [30], [33] and [36]). The present case is one such instance where there is virtually no evidence of the purported Agreement. The conduct of the defendants (and TAK) after the discharge of the Loan also support that the purported Agreement did not exist.

41 First, the defendants took no steps to transfer any share of the Property to themselves for over 14 years (until mid-2008). D1 claims this was because he and D2 had a close bond with TAK, and the Agreement was made in the

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48 24/4/26 NE 66–67.

49 1AB 59–66 (F&BP of the Defendants' Defence and Counterclaim dated 26 December 2024 ("26/12/24 F&BP")); 4AB 13; Exhibit A; Exhibit A2.

50 24/4/26 NE 65.

51 7AB 385.

context of a family arrangement in the 1990s and in a traditional Chinese family where they "were seldom fastidious about using the legal process to govern family affairs".[52] I disbelieve D1's reasons for his inaction. The defendants had purportedly paid a very large sum of $570,000 for the Property, and TAK had seven other children to whom she could convey the Property whilst it was in her name. I agree with the claimants' counsel (Ms Woo) that the defendants did not effect the Property transfer to themselves as there was no such Agreement.[53]

42 Second, I disbelieve that D1 was suddenly prompted to get TAK to "carry out the legal formalities to consummate the Agreement so as to avoid any future misunderstanding" because he discovered in June 2008 that TAK had become the registered owner of the Property via the 3/6/08 NOD. D1's testimony was inherently contradictory. He already knew, *in 1993*, that TAK was the sole beneficial owner of the Property, which was why he entered into the purported Agreement *with TAK* (as he claimed).[54] In court, D1 also claimed that before the 3/6/08 NOD was registered, TAK had told him about it.[55] Hence, he could not have suddenly discovered the 3/6/08 NOD or that TAK became the sole registered owner of the Property after registration of the NOD.

43 D1 then attempted to claim in court that he was protecting his assets from creditors at the material times, as he had many loans with banks. He claimed thus that he only asked TAK to transfer the Property to him in 2008, as

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52 D1's AEIC at [25]–[26]; 3/3/26 NE 22.

53 3/3/26 NE 22.

54 D1's AEIC at [23]; 3/3/26 NE 12–14.

55 3/3/26 NE 14.

by then he was no longer concerned with creditors reaching into his assets.[56] This explanation contradicts his explanation in his AEIC (see [41] above).

44 Third, the defendants' anxiety to quickly get TAK to carry out the legal formalities to transfer her *entire* interest in the Property is at odds with their subsequent agreement to TAK's 2nd Request to *retain a half-share* in her name. I disbelieve D1 that TAK made the 1st and 2nd Requests, or that he (and D2) agreed to the requests out of filial piety or respect for TAK.

45 As for the purported 2nd Request (that TAK would transfer her half-share to the defendants on her death), the defendants would have known there was no guarantee that TAK would keep her word. After all, D1 claims that despite the purported Agreement in 1993, the Property had been registered in TAK's name in 2008 (via the 3/6/08 NOD) without his knowledge. It is also unbelievable that the defendants would have agreed to the purported 2nd Request that was a worse deal than the 1st Request, as the 2nd Request enabled TAK to transfer her half-share to someone else. I disbelieve D1's explanation in court that he trusted his mother very much,[57] particularly when TAK had purportedly gone behind his back to register the Property entirely in her name in 2008. In sum, it is unbelievable that the defendants would have waited some 14 years to assert their purported entitlement over the entire interest of the Property, only to relent and agree to TAK retaining 50% of it with no guarantee that she would bequeath it to them on her demise as she promised.

46 Rather, the chronology of events supports that it was D1 who had caused the 3/6/08 NOD to be applied for and registered. In July or August 2007, D1

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56 3/3/26 NE 18–20.

57 28/4/26 NE 6.

had applied to acquire the Adjoining Lot. Around that time, D1's first and second sons got married and he intended for them and their families to continue to reside at the Property. Hence, he decided to carry out redevelopment works to increase the built-up area of the Property. A topographical survey of the Property was completed in January 2008. The application for the 3/6/08 NOD was then made on 3 June 2008 and granted on 6 June 2008. Shortly after, on 25 August 2008, the application to acquire the Adjoining Lot was granted.[58]

47 I agree with Ms Woo that the 3/6/08 NOD had to be obtained to formally register TAK as the sole owner of the Property, since LWC (who had been the registered co-owner) had already passed away, and the Singapore Land Authority ("**SLA**") would not have approved the grant of the Adjoining Lot to TAK without this being done. When cross-examined, D1 merely claimed he was unsure and he could not recall.[59] I further find that D1 then caused TAK to transfer a half-share of the Property to the defendants, as he was going to expend money to increase the built-up area to house his children and their growing families. D1 thus wanted to ensure that he would have a share in the Property.[60]

48 The above events would explain why, despite D1's claim that he "immediately" asked TAK to effect the legal formalities to the Agreement after he discovered the 3/6/08 NOD in June 2008, he only brought TAK to Mr Tan's office some four to five months later. Contrary to D1's story that they first met Mr Tan in June or early July 2008, I find that this visit took place only in late October or November 2008. This is evidenced by 3/11/08 Transfer instrument signed by TAK, and by D1's testimony that TAK signed the instrument on the

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58 D1's AEIC at [53]–[55]; 3/3/26 NE 24–25, 29 and 31; 7AB 432.

59 Claimants' Closing Submissions dated 20 May 2026 ("CCS") at [63]; 3/3/26 NE 30.

60 D1's AEIC at [54]; 3/3/26 NE 32.

second visit to Mr Tan's office (which was within a month of the first visit).[61] I agree with Ms Woo that the reason for the time gap was because D1 had to wait for the acquisition of the Adjoining Lot to be completed.[62]

49 Notably, D1 arranged the meeting with Mr Tan to effect the transfer of a share of the Property to the defendants, instructed Mr Tan to prepare the legal documents, and brought TAK to his office to sign them. Whilst D1 claims that he came to know of Mr Tan only in June 2008 (when he purportedly discovered TAK had registered the 3/6/08 NOD), to show that he did not orchestrate the transfer of a share of the Property to the defendants, this was a lie. Mr Tan was already D1's lawyer in 2007, acting in the sale of the FEP Units.[63]

50 I find the evidence to thus overwhelmingly show that D1 caused TAK to transfer a share of the Property to him and D2 without consideration. I thus disbelieve D1 that TAK made the purported 1st or 2nd Request, or that he acceded to those requests out of respect for TAK.

***Recordings of TAK***

51 I turn to recordings made by LLH of TAK's conversations with LLH and LLC when TAK was alive spanning from 2010 to 2022 ("Recording(s)"), which the claimants seek to rely on.[64]

52 TAK's statements in the Recordings are relied on as evidence of the truth of the statements. Where such statements are hearsay, they are admissible

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61 4AB 185–189; 3/3/26 NE 43.

62 CCS at [66].

63 D1's AEIC at [33]–[37]; 3/3/26 NE 38–45; 4AB 168–170.

64 LLH's AEIC at [27]; LLC's AEIC at [14]; 10/2/26 NE 160; 12/2/26 NE 5.

under s 32(1)(*j*)(i) of the Evidence Act 1893 ("EA") as statements made by a person who is dead. The defendants do not challenge the admissibility or authenticity of the Recordings. They in fact rely on some of them, although they submit that less weight should be accorded to certain parts of those Recordings.[65] The weight to be given to each of the Recordings is to be determined separately (s 32(5) of the EA). In this regard, TAK's mental state at the material time is important.

*TAK's mental state*

53 D1 makes a bare assertion that "from the 1990s onwards", TAK suffered from "slow progressing dementia".[66] However, the objective evidence shows TAK started suffering from dementia from around 2020. This is consistent with C1's testimony and supported by D1's about-turn in court where he stated that TAK only started to show signs of dementia in around 2020.[67]

(a) A medical report ("23/2/12 Medical Report") was prepared at the time TAK executed the Will in 2012. TAK was described as "[a] bright, alert old lady … coherent and responsive. Still able to drive, clear memory of space, time. Able to draw clock face. Good cognitive status. She is fit and healthy to make a will."[68] The doctor's assessment showed TAK to have "good cognitive status" even in 2012.

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65 5/2/26 NE 36–37, 175–176 and 180–182; 10/2/26 NE 169, 173, 181, 182 and 197; 11/2/26 NE 4; 12/2/26 NE 46; 28/5/26 NE 2; Defendants' Closing Submissions dated 20 May 2026 ("DCS") at [34].

66 D1's AEIC at [98].

67 5/2/26 NE 61, 225 and 227; 24/4/26 NE 42–43 and 50.

68 4AB 201; C1's AEIC at [41].

(b) The evidence supports that TAK started to show "prominent cognitive decline" in around 2020. A medical report from the Singapore General Hospital ("SGH") dated 21 October 2025 ("SGH Report") documented a visit to SGH on 17 May 2023 by TAK (accompanied by C1). The report records that: (a) C1 had informed the doctors that TAK was "last fully functional in 2020 (when she was able to go to the market and could drive); and (b) "[TAK] had prominent cognitive decline in the past 3 years".[69] There is no suggestion that C1 had given a false account to the doctors in 2023. At that time, the dispute between the parties pertaining to the Property and Entrusted Sums had not arisen.

(c) A further memo from SGH dated 5 July 2023, prepared for purposes of obtaining permission to employ a domestic helper for TAK, states that TAK was being followed up at the hospital for dementia, and that she was at "moderate to moderately-severe stage of her dementia".[70]

(d) Indeed, D1 claims that he consistently handed TAK money to safekeep for him until 2021 and that he handed TAK cheques to deposit into her bank account. LLH and LLC also attest that they drove TAK to the bank to deposit the cheques.[71] If TAK was suffering from progressive dementia since the 1990s, it would be strange that D1 continued to entrust moneys with her *until 2021*. More likely than not, D1 stopped handing money to TAK when she started to suffer from cognitive decline.

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69 7AB 518.

70 C1's second AEIC dated 23 September 2025 ("C1's 2AEIC") at [25] and exhibit LTK-65.

71 D1's AEIC at [71]; LLC's AEIC at [55]; LLH's AEIC at [54]–[55]; 11/2/26 NE 125.

54 I turn briefly to the testimony of the defendants' son ("ZW"). ZW has been residing at the Property (except when he was studying abroad from around 2007 to 2011).[72] He attests that "from the 1990s onwards, [TAK] suffered from … slow progressing dementia". I reject his evidence, given the weight of the evidence at [53] above and particularly the observations of the doctors and D1's admission in court. When shown the SGH Report, ZW then claimed TAK probably had dementia from around 2015. When pointed to the doctor's observations (in the 23/2/12 Medical Report) that TAK had "good cognitive status" even in 2012, ZW had no reason to disagree, and he conceded that he had no evidence of TAK's mental deterioration even from 2010 onwards.[73]

55 Indeed, I find ZW's testimony in his AEIC (of only about two pages) to be unreliable and deliberately aligned with D1's testimony.

(a) He attests that the defendants had engaged two domestic helpers to care for TAK, carry out household chores and purchase household items for his family. He claims that from the 1990s, TAK "always appeared to be in poor health", including suffering from slow progressing dementia. Essentially, ZW was attempting to support the defendants' claim of the Entrusted Sums (which I will deal with later). But in court, he claimed that they only had one helper in the early 1990s and the defendants then employed a second helper only in 2018.[74]

(b) He attests that the *only* persons who brought TAK on overseas trips were the defendants and their immediate family members. When shown objective evidence of TAK having gone on overseas holidays

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72 13/2/26 NE 13, 24 and 26.

73 13/2/26 NE 73, 75, 76 and 102.

74 ZW's AEIC at [6]–[7]; 13/2/26 NE 20, 21, 25 and 26.

with LLH and/or LLC (based on videos and photographs), ZW then conceded that his statement was untrue.[75]

(c) He further attests that only the defendants and their immediate family members gave TAK any money. But in cross-examination, he accepted that his uncles and aunties would do so on festive occasions.[76]

*Recordings of 9 July 2010, 1 March 2016 and 4 June 2016*

56 The defendants rely on various Recordings to support the existence of the Agreement.

57 In a recording of 9 July 2010 ("9/7/10 Recording"), TAK stated that "[LWC] had previously specified that after his death, half of [the Property] would go to [D1], while the other half would remain mine … Only after I passed away would the entire [Property] go to [D1]". The defendants claim this supports the existence of the Agreement, that TAK would transfer half of the Property to D1 on LWC's demise and the remaining half to D1 on her demise.[77]

58 The 9/7/10 Recording does not support the defendants' case. TAK's statement, particularly that half of the Property "*would remain [hers]*", is at odds with the existence and terms of the Agreement and Common Understanding. Her statement merely supports her *intention* to *gift* the Property to D1 (based on LWC's wishes), which *belonged to TAK*. The 9/7/10 Recording does not mention D1 having given consideration for, or purchased, the Property.

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75 ZW's AEIC at [9]; 13/2/26 NE 93–97 and 103.

76 ZW's AEIC at [9]; 13/2/26 NE 103–104.

77 7AB 555 (9/7/10 Recording at 2:30); 5/2/26 NE 183–187 and 194.

59 In the 9/7/10 Recording, TAK also stated that she would transfer the remaining half-share in the Property to D1 by "writ[ing] a will", provided D1 transferred two semi-detached houses (on Jalan Rimau belonging to TLD)[78] to TAK's other two sons who bore TAK male grandchildren, as LWC had instructed the two houses be given to these sons. The defendants' counsel (Mr Peh) relied on these statements in cross-examining C1.[79]

60 The 9/7/10 Recording, made *after* 50% of the Property had been transferred to the defendants, shows that TAK continued to regard TAK's Half-Share as beneficially hers and which she could bequeath on her demise. Her statements in the Recording are to be given considerable weight. She had personal knowledge regarding the Property as she became the owner on LWC's death and continued to hold a half-share in it at the time of the recording. I have found that TAK only suffered from cognitive decline from around 2020. Importantly, the 23/2/12 Medical Report was cogent evidence of TAK's mental state even in 2012, about one and a half years after the 9/7/10 Recording.

61 Next, the defence relies on a recording of 1 March 2016 ("1/3/16 Recording 5") to show that TAK had willingly transferred half of the Property to D1 to give effect to LWC's wishes, and she was not coerced into so doing. TAK stated that "[LWC] said next time when he passed away, half would be given to [D1], I gave [D1] in good conscience [*sic*]" and "During that time, [LWC] said this, and I do things according to my conscience … and if I didn't sign it to him, he would make my life miserable, we live together every day, I

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78 10/2/26 NE 12–14.

79 7AB 555, 563 and 567 (9/7/10 Recording at 02:30, 12:05 16:23 and 16:35); 5/2/26 NE 186–187 and 190–191.

would be unable to eat or sleep [*sic*]".[80] Again, the recording does not show that TAK had transferred half of the Property to the defendants for consideration.[81] Rather, it shows that she did so to fulfil LWC's wishes and somewhat reluctantly as otherwise D1 would "make [her] life miserable". The defendants confirm they were not challenging the reliability of the excerpts in the 1/3/16 Recording 5, nor TAK's mental condition when this recording was made.[82]

62 Third, the defence relies on a 4 June 2016 recording ("4/6/16 Recording 1"), wherein TAK said "My house, there is still half of it … This house, your father said to give half to [D1] and half to me …" to support that TAK intended to give the Property to D1.[83] Again, this does not show that the transfer was for consideration or because of the purported Agreement. On the contrary, TAK stated that LWC wanted to *gift* D1 half of the Property on his demise.

***Conclusion***

63 In conclusion, I find the Agreement did not exist. This is even if I disregard the claimants' reliance on the Recordings to support their case that TAK beneficially owned TAK's Half-Share until her demise. I thus find that TAK's Half-Share belonged to TAK.

64 It is unbelievable that TAK would have reneged on the Agreement (if it existed) by bequeathing TAK's Half-Share to C1 and his sons if D1 had, as he claims: (a) paid $570,000 to purchase the Property from TAK; (b) a close bond with TAK and a "close and harmonious relationship" with her until her passing;

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80 7AB 589–591 (1/3/16 Recording 5 at 02:00 and 03:07); 11/2/26 NE 35–42; 12/2/26 NE 53–54 and 68.

81 12/2/26 NE 65–66.

82 11/2/26 NE 43.

83 7AB 594 (4/6/16 Recording 1 at 02:04); 5/2/26 NE 201–204 and 220–221.

and (c) taken care of TAK and all her needs from the 1990s such that she had "no use for money", thus portraying himself to be a very filial son.[84]

65 Whilst D1 seeks to show the existence of the Agreement by relying on the fact that he then acquired the Adjoining Lot and carried out redevelopment works on the Property amounting to over $1m,[85] this is neutral. D1 had carried out the works (which occurred from around 2007)[86] to accommodate his growing family (see [46] above). Although he paid the expenses for maintaining the Property (*eg*, utilities and repairs), the Property was substantially the home of the defendants, their children and their grandchildren. It was also not unusual for D1 to have cared for TAK after LWC's demise. D1 was TAK's eldest child and son in a traditional Chinese family. D1 also claims to have provided for all her needs.

***Reliefs***

66 I further order the Property to be sold in the open market pursuant to s 18(2) of, and read with the First Schedule to, the Supreme Court of Judicature Act 1969 (2020 Rev Ed). In deciding whether a sale should be ordered (in lieu of partition), the court considers various factors, such as the state of relationship between the parties, the state of the property, the prospect of the relationship between the parties deteriorating if a sale was not granted such that a "clean break" would be preferable, and the potential prejudice the co-owners might face if a sale is or is not granted (*Su Emmanuel v Emmanuel Priya Ethel Anne* [2016] 3 SLR 1222 ("*Su Emmanuel*") at [57]).

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84 D1's AEIC at [12], [25], [64]–[65] and [101]; 24/4/26 NE 109.

85 D1's AEIC at [42]–[44].

86 D1's AEIC at [53]–[56].

67 Clearly, the relationship between the parties has broken down. C1 and his sons would be prejudiced if the Property were not sold and the defendants and their family continued to reside there. There is no prejudice to the defendants as they can purchase another property from their share of the sale proceeds. To obviate any "prejudice" to the defendants having to move out of the Property, I grant them the right of first option to purchase TAK's Half-Share. The claimants do not object to this approach in principle.[87]

***Enhancements the defendants made to the Property***

68 It is undisputed that the defendants increased the built-up area of the Property and, together with the acquisition of the Adjoining Lot, the Property's value was enhanced.[88] This is supported by the report ("Valuation Report") of the parties' jointly appointed valuer ("Ms Yick"), that the market value of the Property appreciated as a result of the Adjoining Lot and Increased Area.[89]

69 The defendants claim to be entitled to the increase in the Property's value as a result thereof, or to an equitable allowance for the sums they spent in carrying out redevelopment works over four phases, in 1998 ("1998 Works"), 2007–2008 ("Phase 2"), 2008–2010 ("Phase 3") and 2017–2021 ("Phase 4").[90]

70 Where the defendants have made improvements to the Property which resulted in an increase in its value, I find they are entitled to an equitable accounting. This is a process where the court endeavours to do "broad justice or equity as between co-owners". Where the property is divided or sold by court

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87 LOI at [6]; CCS at [119]; 28/5/26 NE 3.

88 C1's AEIC at [92]; 5/2/26 NE 41–42 and 93–94; 29/4/26 NE 16–17.

89 Valuation Report at [12]; 29/4/26 NE 17.

90 Defence at [49] and prayer (iv) of the reliefs; LOI at [5(a)]; DCS at [39].

order, a party cannot take the increase in value without making an allowance for what has been expended by a co-owner to obtain that increased value. In this regard, equitable accounting can be applied in various contexts to take account of matters such as improvements and repairs to the property (*Su Emmanuel* at [95]–[97] and [100]–[101]). The guiding principle is that neither party should take the benefit of an increase in the property value without making an allowance for what has been expended by the other to achieve that increase. The principle "is founded on the notion that the other party implicitly accepts the benefit of the renovation that is later realised in the sale" and "rests on equity". The court has a discretion as to how it may be given effect (*Tan Chui Lian v Neo Liew Eng* [2007] 1 SLR(R) 265 ("*Tan Chui Lian*") at [31]–[32]).

71 Ms Woo accepts that consideration should be given to the enhancements attributable to the defendants.[91] However, the claimants assert that it was TAK who acquired the Adjoining Lot; the 1998 Works pertained to the Jalan Rimau houses and were paid by TLD; and the Redevelopment Expense did not amount to $1.2m.[92] I will deal with these assertions in turn.

*Acquisition of the Adjoining Lot*

72 I find it was D1 who had acquired the Adjoining Lot. D1 produced a receipt issued by the SLA for an $800 "processing fee" for acquiring the Adjoining Lot.[93] Although the receipt was issued to TAK's name, I find that D1 paid the fee. TAK had no reason to acquire the Adjoining Lot. In contrast, D1 had an interest in so doing, to set in motion his expansion plans for the Property

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91 29/4/26 NE 23; 28/5/26 NE 3.

92 C1's AEIC at [92]–[96]; 5/2/26 NE 40–42, 49 and 92–94; 29/4/26 NE 13 and 17; CCS at [105].

93 D1's AEIC at [53]–[55] and exhibit Tab-8.

to accommodate his growing family (see [46]–[47] above). Thus, D1 should be given some credit for the acquisition, which had increased the market value of the Property, based on the Valuation Report which is unchallenged.[94]

*The 1998 Works*

73 Next, the claimants submit D1's claim to having expended $275,391.70 for the 1998 Works should be disregarded as these works pertained to the Jalan Rimau houses, they were paid by TLD, and D1's testimony was inconsistent as to whether the Redevelopment Expense included the 1998 Works.[95]

74 The defendants' pleaded case does not expressly claim that the $1.2m Redevelopment Expense included the 1998 Works. They merely aver that they paid about $1.2m on enlarging the land area, doubling its built-up area and paying for all the outgoings and maintenance of the Property. In the F&BP, D1 states that his claim of $1.2m was based on a letter from GNG Consultants Pte Ltd ("GNG") dated 23 July 2024 ("GNG Letter") issued by Mr Gary Ng ("Gary").[96] Gary, the managing director of GNG, attests that he/GNG was engaged by D1 as the engineering consultant for the redevelopment works *from 2007* to 2023 and which was estimated at $1.2m based on the GNG Letter.[97] D1 also attests in his AEIC that the $1.2m Redevelopment Expense was incurred *from* 2007 onwards (*ie*, for Phases 2 to 4). In court, D1 flip flopped as to whether he was claiming for the 1998 Works.[98]

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94 Valuation Report at [12.1].

95 Exhibit E2 (s/n 1); 8AB 8–9; C1's AEIC at [93]; CCS at [105] and [106]; 28/5/26 NE 3.

96 Defence at [45]; 1AB 57 (26/12/24 F&BP).

97 Gary Ng's AEIC at [5], [6], [11] and [12]; 28/4/26 NE 50–51.

98 3/3/26 NE 69 and 73–79; 28/4/26 NE 8–9.

75 I will nevertheless consider the 1998 Works in determining whether such expense should be attributed to D1 for the purposes of equitable accounting. Both parties had put the 1998 Works in issue even before the Action was commenced, via the 25/3/24 MCP Letter and 14/5/24 D&N Letter. The claimants also raised the 25/3/24 MCP Letter in their pleaded case.[99] Before Ms Yick prepared the Valuation Report for the trial, the claimants knew the 1998 Works was a live issue. Ms Yick was instructed to determine the market value of the Property in 2025 based on four scenarios, which included its value prior to the 1998 Works and immediately after those works.[100] C1 had also dealt with the 1998 Works in his AEIC, and D1 was cross-examined pertaining to those works. Second, and importantly, equity requires any contributions by D1 or D2 be recognised (see [70] above).

76 That said, I find D1 has failed to prove that *he* paid for the 1998 Works. C1 claims that the 1998 Works were paid by TLD, relying on a Notice of Grant of Written Permission from the Urban Redevelopment Authority that granted D1 permission to develop *both* the Property and the Jalan Rimau houses ("**URA Letter**"). It is undisputed that the Jalan Rimau houses belong to TLD (in which C1 and D1 are shareholders).[101] The URA Letter was addressed to D1 at "Far East Plaza", which C1 claims is the TL Entities' registered address.[102] D1 has not asserted otherwise. Whilst D1 exhibited a letter from Turbomeca Construction ("**Turbomeca**") dated 9 March 1998, which appended a schedule of works pertaining to the Property (totalling $275,391.70), Turbomeca's letter was addressed to one "Miss Y K Tan" (and carbon-copied to "Owner") for her

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99 SOC at [11] and [12(e)]; Claimants' Defence to Counterclaim (Amd No. 3) at [20].

100 2AB 447, 449–452 and 454; 29/4/26 NE 11–12; Valuation Report at [12.1].

101 5/2/26 NE 193; 10/2/26 NE 12 and 14.

102 C1's AEIC at [93] and exhibit LTK-46.

approval.[103] It is unclear who "Miss Y K Tan" is, why the letter was not addressed to D1 directly, and why D1 was not even named on that letter.

77 The Turbomeca letter together with the URA Letter supports C1's claim that the 1998 Works was paid by someone other than D1. Indeed, D1's silence in his AEIC, which completely omits mention of the 1998 Works and fails to explain the Turbomeca invoice, is telling. His explanation in court that Gary had told him about the 1998 Works which amounted to some $200,000 and this was why D1 included it in his claim of $1.2m is unbelievable.[104]

78 Thus, the expenditure of $275,391.70, and any increase in the market value of the Property from the 1998 Works, should not be attributed to D1 or considered for the purposes of equitable accounting in his favour.

*Works carried out from 2007 to 2021 (for Phases 2, 3 and 4)*

79 The claimants accept that D1 carried out the works for Phases 2, 3 and 4 and paid for them. However, they dispute the works amounted to $1.2m and assert that there is no evidence that D1 paid for *all* the works.[105]

80 Contrary to D1's initial claim that the works amounted to $1.2m, his revised claim in court (tendered as Exhibit E2) for the Redevelopment Expense including the 1998 Works was only for $976,867.04. Disregarding the 1998 Works, the expenses totalled $701,475.34. That said, D1 tendered supporting documents such as quotations and invoices for works during the period from 2007 to 2021/2022. The documents referred to the Property and were largely

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103 8AB 8–9.

104 28/4/26 NE 10.

105 4/2/26 NE 179; 5/2/26 NE 40–42 and 51–52; CCS at [103] and [107]; 28/5/26 NE 2–3.

addressed to D1. The Valuation Report supports that the built-up area of the Property was increased, and this increased its market value. I agree with D1 that if the works had not been paid for, they would not have been done or completed by the contractors.[106] Gary also attested that the services he/GNG rendered for the works in Phases 2, 3 and 4 were all paid by D1 and GNG would also email D1 to make payments to the builder or relevant contractor for the works.[107] I have no reason to disbelieve Gary in this regard. Importantly, in court, C1 accepted that these works were paid by D1, and that in "2007 [D1] start[ed] to pump in the money to upgrade".[108] I thus accept that the works were paid by D1, unless the claimants can show otherwise. As the claimants have in court challenged specific items of work, I turn to deal with these.

81 First, an invoice from Kimbuild Construction Pte Ltd ("Kimbuild") to D1 dated 31 January 2008 for $156,668.87, records that $131,119.50 had been paid leaving an outstanding amount of $25,549.37. Ms Woo submits there is no evidence that D1 paid the outstanding amount.[109] I reject Ms Woo's submission, for the reasons at [80] above.

82 Second, a works quotation shows a sum of $75,000 in costs. The claimants submit there is no evidence that the invoice (faxed to D1) was issued by Kimbuild or that D1 paid the amount.[110] I disagree with Ms Woo. I reiterate [80] above. The invoice shows the fax emanated from "Kimbuild", with the date of the fax being the same as the invoice. It was addressed to D1 and described

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106 3/3/26 NE 86.

107 Gary Ng's AEIC at [10]; 28/4/26 NE 48–49.

108 5/2/26 NE 41 and 51.

109 Exhibit E2 at s/n 21; 8AB 50; 3/3/26 NE 82–83; CCS at [107(a)].

110 Exhibit E2 at s/n 35; 8AB 76–78; CCS at [107(b)].

as pertaining to works to the Property, and signed by "Elizabeth Tan", who was (from other documents with Kimbuild's letterhead) Kimbuild's staff.[111]

83 Third, D1 claims a sum of $90,000 as costs incurred for building works to the Property, based on an "Application for Approval of Structural Plans" made to the Building and Construction Authority ("BCA Form"). I agree with Ms Woo that the BCA Form, which is an application to the authorities to approve certain works, is not evidence of any works that actually amounted to $90,000.[112]

84 Fourth, an invoice to D1 dated 29 July 2021 shows an outstanding amount of $7,543.50 claimed by Orion Integrated Services Pte Ltd against D1. Ms Woo submits there is no evidence that D1 subsequently paid this amount.[113] I accept that D1 did subsequently make this payment, and I reiterate [80] above.

85 Additionally, D1 claims that despite Exhibit E2, he expended about $1.2m in total as he paid for the maintenance of the Property and other expenses such as tiling and flooring works, and he would not have kept the documents for every expense incurred.[114] Even if D1 had paid for other enhancement works, there is no evidence as to what additional works were done, let alone the costs incurred. Also, I accept D1 would have paid for the upkeep and maintenance to the Property (as his family was residing there and it was highly improbable that TAK would have contributed to this). However, such expenditure would have primarily and largely benefitted D1 and his extended family such that it should

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111 See 8AB 62, 64 and 66.

112 Exhibit E2 at s/n 38; 8AB 96–109; CCS at [107(c)].

113 Exhibit E2 at s/n 62; 8AB 348; CCS at [107(d)].

114 3/3/26 NE 81; DCS at [46].

warrant no further remedy in this regard (*Chia Kok Weng v Chia Kwok Yeo* [2017] 2 SLR 964 ("*Chia Kok Weng*") at [76]).

86 D1 also relies on Gary's statement that D1 had expended some $1.2m for Phases 2, 3 and 4. I find Gary to be an unreliable witness in this regard who tailored his evidence to support D1's case. In his AEIC, Gary's assertion that he estimated the works to total $1.2m is a bare one. He did not explain how he derived this figure. The documents he exhibits also do not support a sum of $1.2m. Indeed, his assertion that *he* estimated that a total of $1.2 million had been spent on the Redevelopment Works (which refer to the works done from 2007 onwards)[115] is contradicted by: (a) D1's testimony that Gary purportedly informed him that the works from 2007 onwards amounted to $1m and the additional $200,000 was for the 1998 Works; and (b) his own evidence in court that the figure of $1.2m was told by D1 to him.[116]

87 In sum, I find that D1 had expended a total of $611,475.34 (being $976,867.04 – ($275,391.70 + $90,000)) for Phases 2, 3 and 4.

***Equitable accounting – Method of computation***

88 The remedy of equitable accounting rests on equity and the court has a discretion as to how it may be given effect to (*Chia Kok Weng* at [76], citing *Tan Chui Lian*). There are generally two methods of accounting. The first is by quantifying the reimbursement according to the actual increase in value of the property as a result of the expenditure ("First Method"). The second is to quantify with reference to the actual expenditure incurred or the increase in value in the property caused by the improvements, whichever is the lower

115 Gary Ng's AEIC at [11].

116 28/4/26 NE 9, 10, 51, 53 and 54.

("Second Method") (Tang Hang Wu & Kelvin FK Low, *Tan Sook Yee's Principles of Singapore Land Law* (LexisNexis, 4th Ed, 2019) at para 9.17).

89 In *Tan Chui Lian*, the High Court assessed the allowance by reference to the expenditure incurred, there being no evidence on the extent of the enhancement in value to the property (at [34]). In *Chia Kok Weng*, the Court of Appeal similarly allowed recovery of a percentage based on the costs incurred for the rebuilding of the property (*ie*, cost of expenditure) (at [77]). That said, the court in both *Tan Chui Lian* (at [32]) and *Chia Kok Weng* (at [75]) cited the position in *Re Pavlou* [1993] 1 WLR 1046, wherein Millet J stated that a co-owner who improved the property is entitled to "credit only for one half of the *lesser* of the actual expenditure and any increase in the value realised thereby" [emphasis added]. The position in *Re Pavlou* was also referred to by the Court of Appeal in *Su Emmanuel* (at [100]), although the question of whether the First Method or Second Method should be preferred was not a live issue in that case.

90 It is undisputed that the Property had been enhanced as a result of the Phases 2, 3 and 4 works and acquisition of the Adjoining Lot. Based on the Valuation Report, the increase in the land area and built-up area of the Property resulted in the market value of the Property increasing by $750,000.[117] I found that, disregarding the 1998 Works, D1 had expended a total of $611,475.34 (see [87] above), which is less than the increase in the value of the Property.

91 Following from the above, I am of the view that the Second Method is to be preferred. This method has been applied in the English courts (*eg*, in *Re Pavlou* and *Re Jones* [1893] 2 Ch 461 at 479) and in Australia (*eg*, in *Forgeard v Shanahan* (1994) 35 NSWLR 206 and *Sirtes v Pryer* [2005] NSWSC 1082 at

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117 Valuation Report at [12.1] based on the difference between the second and third scenarios.

[13]). As explained in Kevin Gray and Susan Francis Gray, *Elements of Land Law* (Oxford University Press, 5th Ed, 2009 at para 7.4.51) (and citing *Houghton v Immer (No 155) Pty Ltd* [1997] 44 NSWLR 46 at 56G–57A):

> Thus where the 'value added' exceeds the 'sum expended', the equity of the claimant is to recover his due proportion of the actual expenditure and then share rateably with his co-tenants in any enhanced value over and above his outlay costs. In this way, '[a]n increase in value above cost accrues to all the co-owners, and any loss because the cost exceeded the increase in value falls on the improver.'

92 I thus order the sale of the Property at no less than the market value. The defendants have no objections to the market value being $9m (based on the Valuation Report). In closing submissions, the claimants have asked that a fresh valuation be obtained to determine the market value. I will allow this only if the defendants are agreeable, as further costs will have to be incurred to obtain a fresh valuation. Further, should the claimants proceed on this basis, they will be bound by the fresh valuation even if it is *lower* than the current valuation (standing at $9m). The claimants accept that they are not entitled to do a fresh valuation and then attempt to choose the better of two valuations.[118]

93 The proceeds of sale (after deducting expenses related to the sale such as conveyancing fees, stamp duty and the property agent's fees) are to be divided equally between the defendants and the claimants. Applying the Second Method, the defendants are to be reimbursed the lower of: (a) $305,737.67 (being half of $611,475.34, proportionate to the defendants' share in the Property); or (b) half of any increase in the market value of the Property resulting from Phases 2 to 4. The market value is to be determined by the fresh valuation (if obtained); and only if a fresh valuation is not obtained should the

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118 CCS at [121]; 28/5/26 NE 4.

market value be determined by the value in the Valuation Report (*ie*, $9m). The reimbursement sum is to be paid out of the share received by the claimants.

94 Finally, I deal with Ms Woo's submission that Ms Yick had identified non-compliant works to the Property which might result in a downward adjustment of the market value as a potential purchaser might have to expend moneys to rectify the works. The potential loss resulting from any such downward adjustment should be borne by the defendants.[119] I give no weight to this argument. Any potential reduction in the market value is speculative. The Valuation Report merely states that some works are "potential" non-compliant works, and there is no evidence as to what the potential reduction in the market value would be resulting from these potential non-compliant works.

**Whether TAK holds $1.5m on trust for D1**

95 I turn to D1's claim pertaining to the Entrusted Sums. D1 claims that in 1988, TAK agreed to hold moneys on his behalf, to shield part of his wealth from creditors should his business fail or he be made bankrupt ("Trust Agreement"). Hence, from 1988 to 2021, he deposited moneys into the TAK-C1 A/c by cheques, and the sums accumulated to about $1.5m. Most of the cheques issued to TAK were of $3,000 each, and D1 would also hand her larger sums for safekeeping.[120] D1 claims the Entrusted Sums had been diverted to the TAK-C1 FD and Other A/c (see [20] above).

96 D1 further claims as follows. TAK led a sedentary lifestyle after 1990 due to her advanced age, poor health and limited mobility. Hence, she could not perform household chores for D1's family, and all these were carried out by the

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119 Valuation Report at [11]; CCS at [118].

120 D1's AEIC at [69].

domestic helpers. TAK had no use for money after 1990 as all her needs were met by D1 or his family members; she did not ask D1 for money; and D1 never gave TAK money except for red packets during Chinese New Year.[121]

97 C1 denies D1's claim to the Entrusted Sums and attests as follows. The TAK-C1 A/c was opened in joint names out of convenience to TAK, as C1 would drive TAK to the bank to deposit the cheques and withdraw cash. D1 did not deposit moneys into the TAK-C1 A/c. Instead, from around 1990 to 2013, D1 gave TAK an allowance of about $2,000 per month by cheque for D1's household expenses. The cheques of $3,000 each included $1,000 that TAK received for her investment in the TL Entities. In around 2013, D1 increased TAK's allowance to $3,000 for household expenses as D1's family expanded.[122]

98 The claimants do not dispute that D1 handed TAK cheques of around $3,000 regularly; this is also attested to by LLH and LLC.[123] However, it is for D1 to prove that he had, from 1988 to 2021, handed some $1.5m to TAK *for her to safekeep and hold on trust for him*.[124] On the evidence, I find that D1 failed to do so. D1's testimony in this regard is shifting and inconsistent.

***When D1 started entrusting money to TAK for safekeeping***

99 First, D1 claimed in court that he entrusted moneys to TAK (by cheques) *since 1980*.[125] This contradicts his pleadings and AEIC that he handed such

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121 D1's AEIC at [12], [64], [65], [91], [98] and [99]; 11/2/26 NE 93–95; 12/2/26 NE 121–122.

122 C1's AEIC at [128]–[130]; 5/2/26 NE 75, 79, 83–84 and 91.

123 LLH's AEIC at [42]; LLC's AEIC at [23] and [25]; 11/2/26 NE 108–110 and 118–119.

124 12/2/26 NE 121.

125 13/2/26 NE 147–149 and 151; 24/4/26 NE 24.

cheques to TAK *from 1988,* and pursuant to a conversation with her *in 1988* for her to hold moneys on trust for him.[126] I disbelieve D1's explanation in court that he did not mention that TAK had kept moneys for him from 1980 because the claimants had possession of the passbook for TAK's account.[127] It is within D1's knowledge as to *when* he had entrusted moneys to TAK. In any event, his claim of having given TAK money to safekeep from *1980* is at odds with his claim that he only had a conversation with her in *1988* concerning shielding his wealth from creditors and which led to the Trust Agreement.[128]

***Quantum entrusted to TAK for safekeeping***

100 Second, D1's claim regarding the quantum of the Entrusted Sums continually shifted when presented with objective evidence. This casts doubts on his claim as to the quantum he handed to TAK.

101 D1's pleaded case is that the Entrusted Sums amount to about $1.5m. However, at trial, Mr Peh tendered a table ("Exhibit A") based on each transaction set out in the defendants' F&BP, and having regard to: (a) cheque butts for cheques purportedly issued from D1's bank account to TAK between February 1996 and October 2001 ("Cheque Butts"); (b) summaries from D1's cheque books recording cheques purportedly issued to TAK between March 2005 and July 2021 ("Cheque Summaries"); (c) cheques with the payee being TAK between April 2017 and March 2021 ("TAK Cheques"); (d) D1's bank

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126 Defence at [52]; 1AB 35 (F&BP of the Defendants' Defence and Counterclaim, dated 19 November 2024 ("19/11/24 F&BP"); 1AB 57–66 (26/12/24 F&BP); D1's AEIC at [66]–[69]; 24/4/26 NE 34–35.

127 13/2/26 NE 148–149; 24/4/26 NE 28–29.

128 D1's AEIC at [66]–[67].

statements with RHB from April 2018 to September 2021 ("RHB Statements"); and (e) the passbooks for the TAK-C1 A/c and Other A/c.[129]

102 However, Exhibit A comprises 368 transactions of some $1.048m, substantially less than D1's claim for $1.5m. Interestingly, there were 61 transactions below $3,000 each, contrary to D1's claim that he deposited $3,000 *or more* each time with TAK.[130] The 61 transactions included 24 cheques of $800, and also of insignificant and inexplicable sums such as $27.60, $2.80, $14.00 and $5.95 which would not have constituted moneys that D1 *entrusted* to TAK. D1's claim that every cheque deposited in the TAK-C1 A/c was trust moneys, including the insignificant sums, casts serious doubt on his credibility.[131]

103 Realising the absurdity, D1 revised his case and omitted all transactions below $3,000, except for a transaction dated 23 February 2016 for $2,970 based on the Cheque Summaries ("Exhibit A2"). Exhibit A2 comprises 334 transactions with an aggregate of $1.107m – this included two cheque deposits which D1 was unsure of. But this was still substantially short of his claim for some $1.5m. D1 later claimed, unbelievably, that the $800 deposits were from his brother, Lin Joo Hock, to TAK, which he knew at the material times. If so, there was no reason for him to have initially included them in Exhibit A.[132]

104 D1's story, that he had entrusted about $1.5m to TAK, then $1.048m, then $1.107m, is very telling of his case. I find he was attempting to reconstruct

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129 D1's AEIC at [70] and exhibit Tab-12; 4AB 11–22 and 60–71; 8AB 354–376, 378–393, 401–453 and 455–519.

130 D1's AEIC at [69]; 5/2/26 NE 120.

131 5/2/26 NE 121; 24/4/26 NE 32.

132 5/2/26 NE 120–127; 13/2/26 NE 1–6; 24/4/26 NE 69–70.

his claim by piecing together the entries in the various documents at [101] above. When the aggregate sum nevertheless fell far short of the $1.5m claimed, he then attempted to fill the gap by claiming in court that he had been entrusting moneys to TAK since 1980.

***Source of funds in TAK's accounts and purpose***

105 Third, the evidence does not support that the source of all the cheque deposits (set out in Exhibit A2) was D1. Some examples include the following:

(a) In court, D1 did an about-turn and stated that the sums of $5,150 and $6,652 deposited into the TAK-C1 A/c *were not from him*, but were interest payments from the bank to TAK. He claimed, unbelievably, that he was confused when he made a claim for these sums.[133]

(b) In court, D1 claimed he was unsure if cheques of $4,170.69 and $6,547.30 (deposited in July 1990 and December 1994 respectively into the TAK-C1 A/c) were issued by him, despite having claimed these sums in his pleaded case.[134] He then changed his evidence again, and said that *he did not issue these cheques*, but they were interest payments from the bank to TAK. He realised he could not explain why he would ask TAK to safekeep sums that included cents.[135]

(c) As for the sums larger than $3,000 deposited into the TAK-C1 A/c, such as cheques for $13,000, $8,000 and $32,000,[136] there is no evidence that the cheques were issued from D1's account.

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133 24/4/26 NE 74–75 and 80.

134 Exhibit A2 at s/ns 3 and 35; 13/2/26 NE 3; 1AB 59–60.

135 28/4/26 NE 13–14.

136 See, for instance at Exhibit A2 s/ns 6–9, 16, 18 and 38.

106 Even if some cheques deposited into the TAK-C1 A/c were issued by D1, I disbelieve they were *for safekeeping.* There is no evidence to support this.

(a) There were numerous deposits of $3,192. When queried as to why D1 would issue a cheque with a figure down to "$2" for TAK to safekeep (rather than rounded to the nearest hundred or thousand), D1 claimed that he "[did] not quite understand why [he gave] this figure".[137]

(b) There were also numerous deposits of $3,040. When queried as to why D1 would hand to TAK such a sum (instead of rounding to the nearest hundred or thousand) to safekeep, D1 explained incomprehensibly that he was "quite superstitious" and would "buy TOTO or 4D … to have some luck".[138]

(c) Pertinently, D1 admitted (when shown his Cheque Summaries) that he had issued a $2,970 cheque dated 23 February 2016 (see [103] above) *to pay for TAK's surgery*.[139]

107 Moreover, many of the cheque deposits (reflected in the passbook of the TAK-C1 A/c) are not supported by evidence of the drawer of the cheques. Taken together, they cast doubt on the origin of the deposits and their purpose.

108 Next, on numerous occasions, D1 issued multiple cheques of *identical dates* and *amounts*.[140] For instance, the Cheque Butts show *two* cheques dated 15 March 2000, *four* cheques dated 1 June 2000, and *three* cheques dated 20

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137 Exhibit A2 s/ns 78–84; 28/4/26 NE 14–15.

138 Exhibit A2 s/ns 85–86 and 89–148; 28/4/26 NE 16.

139 28/4/26 NE 17; Exhibit A2 s/n 264; 8AB 498.

140 Exhibit A2 at s/ns 98–110, 112–116, 160–161, 175–185, 187–190, 196–198, 201–202, 204–217, 222–239, 242–251, 254–257, 262–263, 265–274, 277–280 and 285–286.

October 2000, all for $3,040 each. If the moneys were for safekeeping, it would have been more logical for D1 to issue one cheque of the same date, for a consolidated amount, especially when he claimed to be "very busy". D1's explanation that he gave TAK separate cheques (of the same date), because they were to be deposited into her account on separate months so that his account would not be overdrawn at any point in time, was illogical. If that were true, he would have dated each cheque to a different month, to prevent the cheques from being encashed at the same time.[141]

109 The Cheque Summaries also show numerous cheques for $3,000 issued to TAK, which D1 *separately* records as *attributed* to a particular month (and not necessarily the month the cheque was issued).[142] For instance:

(a) D1 issued three cheques dated August, September and October 2005 respectively. In the Cheque Summaries, D1 separately attributed each cheque to a separate month *(ie*, August, September and October).

(b) D1 issued five cheques on 30 June 2007. Next to each entry in the Cheque Summaries, D1 recorded a different month for each issued cheque (*ie*, February, March, April, May and June).

110 In court, D1 claimed he was "not sure" why he made an *additional* record of dates, again inexplicably stating that sometimes TAK was slow to deposit the cheques into her account. Tellingly, he claimed that he had issued

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141 28/4/26 NE 17–19.

142 8AB 460–462 (Exhibit A2 s/n 163–165); 8AB 463–464 (Exhibit A2 s/n 166–168); 8AB 472 (Exhibit A2 s/n 181–185); 8AB 474 (Exhibit A2 s/n 187–188); 28/4/26 NE 20–24).

five cheques dated 30 June 2007 because he was then travelling and he had to "*make it up to her* and quickly replace the cheques".[143]

111 There was no reason for D1 to issue multiple cheques of the same date or make a duplicate record in the Cheque Summaries attributing each cheque to a particular month (when the date of issue of the cheque was already recorded) if D1 was entrusting the moneys to TAK for safekeeping. Rather, D1's conduct was more consistent with the claimants' version that TAK was given cheques, essentially for each or a particular month, and intended for her to use. LLH and LLC attest that D1 would hand two cheques to TAK every two months or on average one cheque (of around $2,000 to $3,000) per month, and which TAK would utilise to buy items for D1's household.[144]

112 Indeed, I disbelieve D1 that he entrusted moneys to TAK from 1988 to 2021 to shield part of his wealth from creditors. D1's testimony and conduct in this regard was inherently contradictory when tested in court.

113 In court, D1 claimed that he entrusted moneys to TAK since 1980 which I disbelieved (see [99] above). D1 also claimed that in 2008 he was no longer concerned with creditors reaching into his assets, and that was why he asked TAK to transfer the Property to the defendants' names. His conduct in *wanting TAK to transfer the Property to him (and D2)* completely in 2008 was at odds with his conduct in *continuing to entrust substantial sums to TAK* for another 12 years to hold on his behalf.[145] This is particularly when D1 claims: (a) to have discovered, in 2008, that TAK had become the sole registered owner of the

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143 28/4/26 NE 23–24.

144 LLH's AEIC at [17] and [42]; LLC's AEIC at [23] and [25]; 11/2/26 NE 109–110.

145 3/3/26 NE 21–22.

Property (thus breaching the purported Agreement); and (b) that when he attempted to get TAK to transfer the Property to him and D2, TAK nevertheless wanted to retain a half-share (*ie*, the 2nd Request).

***D1's subsequent conduct in requesting TAK to return the Entrusted Sums***

114 Next, I find D1's inaction, after purportedly requesting TAK to return the Entrusted Sums, casts doubt on the existence of the Trust Agreement.

115 D1 claims that sometime before July 2023, he had the following conversation with TAK ("Conversation"). He requested TAK to return the Entrusted Sums because her health had deteriorated and she was about to be hospitalised. TAK told D1 that C1 had secretly transferred the Entrusted Sums to the TAK-C1 FD and pledged the money to secure an overdraft facility to himself, and that she was worried D1 would report C1 to the police. TAK pleaded with D1 to let C1 go as C1 was already burdened with a criminal record in relation to a fake marriage scam for which he was imprisoned a decade ago.[146]

116 Although C1 accepts he was involved in wrongdoing in relation to the solemnisation of marriages,[147] I disbelieve this Conversation occurred. There is no evidence to support its existence or the purported transfer of any Entrusted Sums to the TAK-C1 FD. Whilst D1 disclosed a bank statement in the year 2000 of the TAK-C1 FD[148] to show some $52,000 having been placed in this account, this is not correlated to any withdrawal amount from the TAK-C1 A/c and the sum in the TAK-C1 FD is a far cry from the $1.5m allegedly having been entrusted to TAK. Indeed, in court D1 gave inconsistent evidence regarding the

146 D1's AEIC at [72]–[74]; 24/4/26 NE 53.

147 C1's AEIC at [33].

148 D1's AEIC at [73] and exhibit Tab-13.

Conversation. He claimed it occurred in July 2023 and that was the first time he asked TAK to return the Entrusted Sums. He later claimed he started asking TAK to return his moneys even in 2020, which I disbelieve. His assertion as such was glaringly absent in his AEIC, despite the Conversation being such an important event pertaining to the Entrusted Sums.[149]

117 For completeness, there is no evidence to support D1's claim that C1 had dissipated the moneys. In court, D1 further embellished his evidence by claiming that TAK had transferred some of the Entrusted Sums into her OCBC account.[150] Mr Peh relies on the 1/3/16 Recording 5, where TAK said "[C1] had no money, took my money to spend, this few tens of thousands to spend" to support the dissipation.[151] Even if C1 benefitted from the TAK-C1 A/c, this did not support that the moneys therein belonged to D1 in the first place. In that recording, TAK referred to the money as "my money", which equally supports that she considered the moneys in that account as belonging to her.

118 Importantly, D1 never stated in his AEIC that he confronted C1 or took immediate steps to obtain the return of the Entrusted Sums *from C1*, after TAK purportedly informed him that C1 had dissipated the moneys. This is even if D1 decided not to report to the police. His conduct is surprising considering that he was concerned about the return of the Entrusted Sums due to the deterioration in TAK's health, and he would have seen the TAK-C1 A/c passbook (which he claims TAK showed to him in 2023) that thousands of dollars were consistently withdrawn and the balance therein was a far cry from $1.5m.[152]

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149 24/4/26 NE 48–50, 52–53 and 57; 28/4/26 NE 35–36.

150 24/4/26 NE 67–68.

151 7AB 589A (1/3/16 Recording 5 at 01:01); 5/2/26 NE 217–219.

152 D1's AEIC at [73]; 5/2/26 NE 106–107; 24/4/26 NE 62.

119 Indeed, D1 did not even, in the 25/3/24 MCP Letter, raise the issue of the Entrusted Sums, when he made a claim to TAK's Half-Share in the Property. This was inexplicable as D1 claims: (a) he was "flabbergasted" when he discovered in January 2024 that TAK had willed away TAK's Half-Share to C1 and his sons, and this was "unacceptable as it ran counter to the spirit of the Agreement, the Common Understanding and the 2nd Request"; and (b) he had shortly after TAK's death asked C1 in a phone conversation about the Entrusted Sums.[153] It was only in response to the 14/5/24 D&N Letter when a claim was made against D1 pertaining to the FEP Units, that D1 then responded on 12 June 2024 ("12/6/24 MCP Letter") to assert that he had deposited moneys into TAK's bank account and that TAK held about $1.5m on trust for D1.[154]

120 D1 first raised the existence of the Entrusted Sums nearly a year after the purported Conversation (via the 12/6/24 MCP Letter). His inaction supports that there was no Trust Agreement and D1 never entrusted moneys with TAK for safekeeping. I find D1 concocted the Trust Agreement and claim for the Entrusted Sums in response to the claimants' claim pertaining to the FEP Units.

***Whether TAK had mobility issues and did not perform chores***

121 To support his assertion that he handed TAK moneys to hold on trust for him, D1 claims as follows. By 1992, TAK was 58 years old and she "experienced mobility issues" and "restricted mobility" for "the rest of her life" due to having undergone two surgeries on her kneecaps. From the 1980s onwards, D1 engaged two domestic helpers for all the household chores and to care for TAK. Due to her advanced age, poor health, limited mobility and slow

153 D1's AEIC at [45], 24/4/26 NE 50 and 59–60.

154 7AB 356–358; 24/4/26 NE 26.

progressing dementia, TAK led a sedentary lifestyle after 1990 and could not have carried out any household chores.

122 I disbelieve D1 that TAK had restricted mobility issues from 1992, or that she led a sedentary lifestyle to the extent portrayed by D1. If D1 was suggesting that TAK had great difficulty walking or performing any tasks since the 1990s, this is greatly exaggerated. Mr Peh accepts that kneecap replacement surgeries would have enabled TAK to continue to walk.[155] Importantly, the evidence supports that TAK did continue to move and lead a fairly active life up until a few years before her death and that she assisted D1's household.

(a) C1 attests that TAK provided confinement care to C2 when she gave birth to three children between 1991 and 1994, and that even in the late 2000 and early 2010s, she helped the defendants' daughters-in-law with their confinement care.[156] These are not disputed by the defendants.

(b) C1 attests that TAK would drive ZW from school. ZW accepts that, between the 1990s to 2000, TAK would drive him to school although he claims this was very rare.[157]

(c) TAK was travelling even in 2013. She visited Taiwan in 2006 and Thailand in 2013, with LLH and her family; and attended the wedding of D1's son in Australia in 2013.[158] A video of TAK's trip to Taiwan in 2006 was played in court. The court observed (and this was undisputed) that TAK could walk unaided, in a steady state and at a good

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155 5/2/26 NE 61.

156 C1's 2AEIC at [6] and [8].

157 C1's 2AEIC at [6]; 13/2/26 NE 51–52.

158 C1's 2AEIC at [10] and exhibit LTK-59.

pace, and with an upright and good posture. In 2018, TAK went on a cruise with LLH and LLC.[159] ZW stated that D1's family continued to bring TAK for overseas holidays and that she started using a walking stick after 2000.[160] Thus, TAK did walk, even if she required an aid.

(d) A medical report of 16 September 2025 detailing TAK's visits to the polyclinic records that TAK had "power lower limbs full" (on a visit in December 2012), "power all 4 limbs full" (on a visit in November 2013) and "ambulating without aids" (on a visit in February 2019).[161]

(e) Pertinently, TAK continued to reside on the second floor of the Property until 2021 or 2022. As D1 admitted, she continued to climb the stairs daily even up to a month before her death in August 2023. Indeed, when D1 carried out redevelopment works on the Property from 2007, he did not install mobility aids (*eg*, handrails or a lift) for TAK.[162]

123 Next, whilst D1 claims he engaged two domestic helpers from the 1980s for the household chores and to care for TAK, this is contradicted by ZW's testimony that they had one helper from early 1990s until around 2018 when D1 then employed two helpers. Regardless, I find the helpers were engaged primarily to assist D1's large household. It is undisputed that D1 increased the built-up of the Property to accommodate the growing families of his sons and additional rooms were built on the Property from 2007.[163]

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159 13/2/26 NE 93–94 and 96.

160 13/2/26 NE 92.

161 7AB 445–451; C1's 2AEIC [15].

162 C1's 2AEIC at [16]; 13/2/26 NE 97–98; D1's AEIC at [62]; 24/4/26 NE 15–17.

163 Valuation Report at [5.4]–[5.6].

124 I accept the testimony of C1, LLH and LLC, which support that TAK was performing household tasks for D1's family, and that C1, LLH and LLC would drive TAK to assist her and to deposit cheques and withdraw cash.

(a) C1 attests that he would drive TAK to the market to buy groceries for D1's household, for her medical appointments and to run errands, including making visits to the bank to deposit cheques (issued by D1) and withdraw cash. C1 attests that after he stopped ferrying TAK to the bank, LLH and LLC took over.[164]

(b) LLH attests that she drove TAK to run errands, including trips to the bank (to deposit cheques and withdraw cash) or the market, that TAK took charge of the grocery shopping for D1's household, and that TAK would frequently visit LLH's home. She continued to drive TAK to the bank until 2019 when she fell ill and LLC then took over this task; this was corroborated by LLC. LLC attests that she would also accompany TAK to the market to buy groceries for D1's household.[165]

125 I find that TAK started having serious mobility issues only from around 2020, around the time she started suffering from dementia. C1 stated that TAK then ceased to buy groceries for D1's household (see also [53(b)] above).[166] LLH also attests that TAK was generally fit and healthy up until around mid-2021.[167] This coincided also with the time when D1 issued the last cheque to TAK in 2021.

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164 C1's AEIC at [25], [36], [128]–[131] and [143]; 4/2/26 NE 40; 5/2/26 NE 56–58 and 76.

165 LLH's AEIC at [15]–[17] and [54]–[55]; LLC's AEIC at [25] and [54]–[55]; 11/2/26 NE 110, 118–119 and 125.

166 C1's 2AEIC at [21].

167 LLH's AEIC at [16].

126 Mr Peh argues that, if the money were meant for TAK to buy household items, it would have been easier to hand cash to TAK.[168] I find this is neutral and does not assist D1 in proving that he had handed moneys to TAK for safekeeping. It is equally probable that D1 handed cheques to TAK because it was more convenient *to him* and he thus left it to her to withdraw the cash as she required. Indeed, if D1 wanted TAK to safekeep his moneys, it would be strange that *he expected TAK to deposit* the cheques (that *he* issued) into the bank,[169] when *D1* could have done so. After all, TAK, purportedly in poor health and with restricted mobility since the 1990s, was supposedly doing him a favour by safekeeping his money. D1's explanation that he was "very busy" is unbelievable.[170] Rather, his conduct is more consistent with his expectation of TAK assisting his household (*eg*, with the grocery shopping).

***Regular withdrawals from the TAK-C1 A/c***

127 Next, I turn to the TAK-C1 A/c showing frequent deposits of cheques and withdrawals of cash. The first entry (in the passbook) of 4 November 1989 shows a balance of about $79,000, whilst the last entry dated 9 January 2006 shows a balance of about $91,000.[171] C1 asserts that there was no significant change in the balance of the account over the years to suggest that TAK was holding an accumulation of moneys on D1's behalf; rather, the transactions show that TAK likely used the moneys for household expenses.[172]

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168 5/2/26 NE 102.

169 D1's AEIC at [71].

170 28/4/26 NE 10–11.

171 D1's AEIC at exhibit Tab-12; C1's AEIC at [131]; 4AB 11–22 and 60–71.

172 C1's AEIC at [131].

128 The passbook shows some withdrawals of large amounts of $10,000 or more, although most of the withdrawals averaged $3,000.[173] That said, I find that the regular withdrawals of cash from the TAK-C1 A/c and Other A/c, taken together with all the evidence, support that TAK treated the moneys therein as hers to use and that she had used some of them for expenses of D1's household (as attested to by C1, LLH and LLC).

129 In court, Mr Peh pointed out that it was inconceivable for D1 to have given TAK some $3,000 a month for household expenses, even in the early 1990s, as this was a large sum equivalent to the median income of households at that time.[174] I find this does not assist D1's claim of the existence of the Trust Agreement. C1 claims that in the early years, the $3,000 cheques given to TAK included $1,000 that TAK had received for her investment in the TL Entities (see [97] above). Even disregarding this, it is undisputed that D1's household was always large. ZW states there were around 13 to 14 persons and one dog living at the Property from 1986 to 2000. D1 admits that his household could have reached 15 persons at a time.[175] Hence, it is not inconceivable for the household expenses to have been significant. I also have no reason to disbelieve LLH's testimony that TAK had told her that the money she withdrew from the bank was to buy groceries and household items for D1's household.[176]

130 Mr Peh also pointed to withdrawals of $10,000 or more from the TAK-C1 A/c, and withdrawals from around 2021 when TAK had serious mobility

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173 See Exhibit B.

174 5/2/26 NE 98–99.

175 5/2/26 NE 71; 13/2/26 NE 20 and 24–25.

176 LLH's AEIC at [17]; 11/2/26 NE 118–119.

issues. He argues they could not have been used to purchase groceries.[177] Again, this is neutral. It is for D1 to prove the Trust Agreement. If D1 cannot prove the moneys in that account (or any other account) were held on trust for him, it is irrelevant who withdrew the moneys or why they were withdrawn.

***D1's failure to keep proper records of the Entrusted Sums***

131 Pertinently, D1 did not make a record of the purported Trust Agreement or any of the Entrusted Sums which he claims to have handed to TAK. I disbelieve his explanation that there was no need to do so as TAK was his mother and no formalities were necessary between mother and son.[178] Even if no formalities were necessary *with TAK*, he could have kept an *internal* record of every sum purportedly entrusted to her. His own evidence shows he was unsure even of the aggregate of the Entrusted Sums in these proceedings (see [100]–[105] above). For a seasoned businessman managing the TL Entities at all material times,[179] his conduct is highly unusual. The only reasonable inference to be drawn from his lack of record-keeping is that no such Trust Agreement existed and he did not entrust moneys to TAK for safekeeping.

***Conclusion***

132 I find, on the totality of the evidence, that D1 has failed to prove the existence of the Trust Agreement, or that moneys handed by him to TAK (via cheques) were for safekeeping. D1's testimony was inherently inconsistent and shifting, as can be seen from his change of position regarding when the purported entrustment first occurred, the aggregate of the sums entrusted to

177 5/2/26 NE 106–107 and143–145.

178 24/4/26 NE 72–73.

179 24/4/26 NE 39–41.

TAK and which cheque deposits formed the Entrusted Sums. D1's portrayal of TAK as having restricted mobility and poor health since the 1980s such that she was incapable of performing any meaningful tasks is also roundly contradicted by the objective evidence. D1's claim, essentially premised on an express trust or alternatively a common intention constructive trust, thus fails.[180]

133 It is also improbable that, if the Trust Agreement existed and D1 had entrusted more than $1m to TAK for safekeeping, TAK would renege on the agreement by spending D1's moneys or allowing the moneys to be dissipated. This is given that D1 was TAK's son and D1 claims to have shared a close bond and maintained a close relationship with TAK until her passing. Importantly, D1 did not keep a record of the purported Trust Agreement or the sums supposedly entrusted to TAK, despite knowing the importance of so doing.

134 I add that there is no alternative basis for D1's claim for the Entrusted Sums. His only claim is that all the moneys were *for safekeeping*. Having found that he had given moneys to TAK for her *to use* (*eg*, to purchase household items for D1's family) (see [111] and [128] above), the evidence is consistent with D1 having intended to benefit TAK with any excess moneys she did not spend on his household. Indeed, his inaction (in claiming the return of the moneys) shows he did not treat the moneys handed to TAK as belonging to him thereafter. This is not improbable as TAK was his mother, and he claimed he had a close relationship with her, took care of her and provided for all her needs.[181] Thus, D1's reliance on a resulting trust would fail. D1 has failed to show that the transferred moneys continued to belong to him.

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180 DCS at [81] and [82].

181 28/4/26 NE 7; 24/4/26 NE 45, 72, 109 and 112.

**Whether TAK contributed to the purchase of, and had an interest in, the FEP Units**

135 It is undisputed that the $150,000 contributed by TAK ("Amount") towards the purchase of the FEP Units was drawn from: (a) the TAK-C1 A/c on 9 November 2000 (*ie*, $50,000) and on 16 January 2001 (*ie*, $60,000); and (b) TAK's OCBC account on 16 January 2001 (*ie*, $40,000).[182]

136 D1 claims the Amount came from the Entrusted Sums which belonged to him and, thus, TAK did not have any interest in the FEP Units. In any event, any claim by TAK on the proceeds of sale of, or the rent obtained from, the FEP Units are time-barred by virtue of ss 6(1) and 6(2) of the Limitation Act 1959 (2020 Rev Ed) ("LA"), or the doctrine of laches due to TAK's inordinate and inexcusable delay in making a claim pertaining to the FEP Units.[183]

137 The FEP units were purchased in the names of D1, D2 and TAK as tenants-in-common in equal shares.[184] *Prima facie*, TAK was a beneficial owner of the FEP Units. I find TAK contributed $150,000 towards the purchase of the FEP Units, as I have rejected the existence of the Trust Agreement and D1's claim pertaining to the Entrusted Sums. The parties agree that D1's claim is on an all-or-nothing basis. If the Trust Agreement did not exist and D1 did not hand moneys to TAK for safekeeping, then it cannot be disputed that the Amount was TAK's contribution to the purchase of the FEP Units.[185] Importantly, TAK's contribution included $40,000 from her OCBC account, which D1 did not assert (in his AEIC) originated from the Entrusted Sums. He only made this assertion

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182 C1's AEIC at [103]; 4AB 64, 82 and 84; 5/2/26 NE 163–167; 11/2/26 NE 163; CCS at [209].

183 D1's AEIC at [89]–[90]; Defence at [40A] and [40B]; LOI at [13] and [14].

184 SOC at [21]; Defence at [22]; 24/4/26 NE 91.

185 5/2/26 NE 164–165.

in cross-examination in court,[186] which I reject as a futile attempt to include all moneys TAK had paid towards the FEP Units as belonging to him.

138 The claimants claim that TAK owned a one-third share of the FEP Units by virtue of a common intention constructive trust, based on her tenancy-in-common with D1 and D2 in equal shares and her contribution of one-third of the downpayment for the FEP Units.[187] The defendants submit that (assuming TAK had contributed $150,000) her beneficial interest in the FEP Units should be only 10.67%, in proportion to her contribution to the total purchase price.[188]

139 It is clear that D1 had arranged for TAK's registration as a tenant-in-common in equal shares. He claims he wanted to reduce tax on the rental income of the FEP Units.[189] Given the manner in which TAK was registered as an owner, D1 thus has to show that he did not intend to benefit TAK; in other words, there was no common intention for TAK to have a one-third beneficial interest in the properties. I find there is insufficient evidence of such common intention.

140 As TAK contributed only $150,000 of the total purchase price of $1,405,950 (see [4] above), I find the remainder of the purchase price was paid by D1, including any discharge of mortgage payments. It is undisputed that D1 dealt with the purchase of the FEP Units and took care of all related matters including sourcing for tenants, collecting rent, and dealing with expenses and the sale of the properties eventually.[190] I find it highly improbable that TAK

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186 24/4/26 NE 95–96.

187 SOC at [28]; LOI at [11]; CCS at [207]–[208].

188 DCS at [89].

189 D1's AEIC at [92].

190 28/4/26 NE 2–3.

would have dealt with these matters, as she had always been a homemaker, was illiterate and not highly educated. As C1 stated, D1 was charged with caring for her after LWC's death.[191] It is highly unlikely that D1 intended to confer on TAK a one-third share in the FEP Units, when she contributed only 10.67% of the purchase price. I add here, that the claimants do not claim that the presumption of advancement applies in the present case, or that it applies to a transfer from child to parent.[192]

141 There is also no evidence to support an intention for TAK to have a one-third share in the FEP Units. The Recordings do not show TAK having claimed to be entitled to a one-third share. Whilst TAK stated in the 9/7/10 Recording that D1 said she would receive $930,000 from the sale of the FEP Units,[193] this is of little assistance to the claimants. She did not explain how she derived the figure of $930,000, which was not one-third of the sale price of $3.78m but less.

142 As for TAK having received monthly rental proceeds of $800 (for a period of time), there is no evidence that this was one-third of the rental proceeds that D1 received. The documents show the FEP Units were purchased subject to tenancy with rent of some $6,300 in total per month.[194] D1 has further attested that each of the FEP Units was rented out for between $2,500 to $4,000 per month.[195] The 9/7/10 Recording and another recording on 1 March 2016 relied on by the claimants also do not show that TAK would receive a one-third share in the rental proceeds. In the recordings, TAK merely stated that she

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191 C1's AEIC at [7], [14], [78] and [106]; CCS at [240]; 13/2/26 NE 122 and 126–127.

192 CCS at [204], [231], [234] and [243].

193 7AB 555 (9/7/10 Recording at 03:28).

194 4AB 75.

195 1AB 38 (19/11/24 F&BP); 24/4/26 NE 99–101.

received "In the first year … $800 per month … for 8 months" or "only … three months' worth of rent, just over $2,000".[196]

143 I therefore find that TAK's beneficial interest in the FEP Units (and the proceeds of their sale) should be proportionate to her $150,000 contribution to the purchase price, *ie*, at 10.67%, on a presumed resulting trust (see *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [160]). I am cognisant that the court should first analyse the evidence from which the transferor's intention may be inferred and recourse to presumptions may only be necessary in cases where there is no or insufficient evidence from which such an inference may properly be drawn (*Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] SGCA 27 at [30]). Recourse to the presumption of resulting trust is appropriate here, as there is insufficient evidence to support an intention to benefit TAK with a one-third share of the FEP Units.

144 The claimants also claim that TAK was entitled to a share of the rental proceeds from July 2004 that were received by D1.[197] I agree. I find TAK's entitlement should follow her beneficial share in the FEP Units, as there is insufficient evidence to show a common intention for TAK to receive one-third of the rental proceeds (see [142] above).

145 Next, the claimants assert that TAK was entitled to any profits arising from reinvestment by D1 of her share of the sale proceeds that he might have carried out on her behalf ("Reinvestment Profits").[198] I do not make any finding at this stage as to whether D1 had reinvested TAK's share of the sale proceeds.

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196 C1's AEIC at [104] and [107]; LLH's AEIC at [21]; 7AB 553 (9/7/10 Recording at 01:00); 7AB 581 (1 March 2016 Recording at 00:31).

197 LOI at [11(a)]; CCS at [203]; 28/5/26 NE 5.

198 LOI at [11(c)].

Whether any such reinvestment took place, and if so, what profits were generated, are matters that can be revealed upon an order for the taking of the account (and where consequential orders may subsequently be made).

146 I add also that I would have arrived at the same result based on the claimants' alternative claim for constructive trust premised on a breach of fiduciary duties by D1. An institutional constructive trust is imposed where a fiduciary breaches his fiduciary duties to make a profit for himself. "The principle underlying the imposition of an institutional constructive trust in [the] circumstances [of abuse of a fiduciary position] is that a person must not use his position to gain a benefit for himself when he owes obligations of the utmost good faith and loyalty to another" (*Guy Neale v Nine Squares Pty Ltd* [2015] 1 SLR 1097 at [126]).

147 A fiduciary is "someone who has undertaken to act for or on behalf of another in a particular matter in circumstances which give rise to a relationship of trust and confidence", and the concept of a fiduciary is one that "encaptures a situation where one person is in a relationship with another which gives rise to a legitimate expectation, which equity will recognise, that the fiduciary will not utilise his or her position in such a way which is adverse to the interests of the principal" (*Turf Club Auto Emporium Pte Ltd v Yeo Boong Hua* [2018] 2 SLR 655 at [42]). The relevant inquiry is whether the putative fiduciary had voluntarily placed himself in a position where the law can objectively impute an intention on his part to undertake fiduciary duties (*Tan Teck Kee v Ratan Kumar Rai* [2022] 2 SLR 1250 at [69], citing *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 ("*Tan Yok Koon*") at [194]).

148 I find that D1 and TAK shared a trustee-beneficiary relationship, and in any event, the circumstances gave rise to a fiduciary relationship between them.

There was a relationship of trust and confidence, and TAK had a legitimate expectation that D1 would not use his position in a manner adverse to her interests. D1 had voluntarily assumed the position of trustee in relation to TAK's share of the FEP Units. He was aware that TAK had contributed her own moneys towards the purchase price. Further, he admitted he managed the properties, such as by sourcing for tenants, receiving rent and taking care of the maintenance and expenses. He arranged for the sale of the FEP Units, and he collected and kept the sale proceeds.[199] Essentially, he voluntarily took charge and control of all matters pertaining to the FEP Units, and it was clear that TAK relied on him to deal with her interests in them.

149 I thus find that D1 had acted as TAK's fiduciary. He breached his fiduciary duties when he wrongfully retained TAK's share in the sale proceeds, her share of rent (after June 2004, as per C1's claim),[200] and any Reinvestment Profits, which gave rise to an institutional constructive trust. I add that fiduciary duties can also be imposed on a resulting trustee (*Tan Yok Koon* at [205]–[206]).

***Time bar***

150 I turn to D1's reliance on ss 6(1) and 6(2) of the LA to argue that any claims by TAK pertaining to the FEP Units are time-barred, as D1 would have received the sale proceeds of the FEP Units in around 2007 (when the properties were sold) as well as any rental proceeds by that time (and before the FEP Units were sold). The cause of action for an account arises upon the trustee's receipt of the trust property and time under s 6(2) of the LA begins to run from such receipt (*Lim Ah Leh v Heng Fock Lin* [2018] SGHC 156 at [175]–[176]).

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199 28/4/26 NE 2–3.

200 SOC at [22]; C1's AEIC at [104].

151 I find, however, that the exception under s 22(1)(*b*) of the LA, which the claimants rely on, is established. The present action is "to recover from the trustee trust property or the proceeds in the possession of the trustee, or previously received by the trustee and converted to his use". D1 is a "Class 1" constructive trustee within the meaning in *Yong Kheng Leong v Panweld Trading Pte Ltd* [2013] 1 SLR 173 ("*Panweld*") at [45]–[46] such that he falls within the ambit of s 22(1) of the LA (*Panweld* at [51]). A Class 1 constructive trustee is "a person [who] holds property in the position of a trustee … and deals with that property in breach of that trust". This is unlike a Class 2 constructive trustee, who is a "wrongdoer who fraudulently acquires property over which he had never previously been impressed with any trust obligations" and "may, by virtue of his fraudulent conduct, be held liable in equity to account as if he were a constructive trustee" (*Panweld* at [46]).

152 I have found that D1 voluntarily assumed the position of trustee in relation to TAK's share of the FEP Units (see [148] above) through a lawful transaction that was independent of and preceded any breach of trust. I have also found that D1's conduct in retaining TAK's share of the rental and sale proceeds from the FEP Units, and in converting TAK's share of the moneys (if any) for his own reinvestment, would constitute breaches of his trust obligations.

153 As D1 is a Class 1 constructive trustee and therefore falling within the exception under s 22(1)*(b*) of the LA, the claimants' claims in relation to the FEP Units are not time-barred.

154 For completeness, I find the claimants can rely on s 22(1)(*a*) of the LA, their claim being an action in respect of fraud or fraudulent breach of trust to which the trustee was a party or was privy. A breach of trust is fraudulent if it is dishonest. It is the duty of the trustee to manage the trust property and deal

with it in the beneficiaries' interests; if he acts in a way which he does not honestly believe is in the beneficiaries' interests, then he is acting dishonestly (*Panweld* at [52]). D1's retention of TAK's share of the rental and sale proceeds, as well as any reinvestment without accounting to TAK, would clearly not have been in TAK's interest, and D1 would have known as much.

***Laches***

155 The defendants further argue that TAK is guilty of inordinate and inexcusable delay in bringing the claims (through the claimants) pertaining to the FEP Units, and thus the claims are barred by the doctrine of laches.

156 The relevant principles concerning the doctrine of laches are as follows (*Ong Chai Soon v Ong Chai Koon* [2022] 2 SLR 457 at [45], citing *Cytec Industries Pte Ltd v APP Chemicals International (Mau) Ltd* [2009] 4 SLR(R) 769 at [46]):

> Laches is a doctrine of equity. It is properly invoked where essentially there has been a *substantial lapse of time* coupled with *circumstances where it would be practically unjust to give a remedy* either because the party has by his conduct done that which might fairly be regarded as equivalent to a waiver thereof; or, where by his conduct and neglect he had, though perhaps not waiving that remedy, yet put the other party in a situation in which it would not be reasonable to place him, if the remedy were afterwards to be asserted … This is a broad-based inquiry and it would be relevant to consider the *length of delay before the claim was brought*, the *nature of the prejudice said to be suffered by the defendant*, as well as any element of *unconscionability* in allowing the claim to be enforced … [emphasis in original]

157 The present case involves rental proceeds that the claimants claim TAK did not receive after June 2004, sale proceeds D1 received from the sale of the FEP Units, and any Reinvestment Profits obtained thereafter (collectively "FEP

Moneys").[201] The delay up to the time of commencement of the Action, or even up to the 14/5/24 D&N Letter when the claimants sought an account from D1 of the FEP Moneys, is considerable. That said, I do not find the claimants are barred by laches.

158 D1, as trustee managing the FEP Units on TAK's behalf, had a positive duty to account to TAK for her share of the FEP Moneys. His retention of these moneys, knowing he held them on trust for TAK's benefit, constitutes dishonest conduct (see [154] above). It would be unconscionable to allow him to benefit from his own breach of trust by relying on the passage of time to defeat a legitimate claim that the claimants had over these proceeds.

159 Next, the considerable delay of between 17 years (since the FEP units were sold in around April 2007) to 20 years (since TAK last received rent in June 2004) must be viewed in context. TAK was residing with D1 (her son) and his family at the Property until her death on 3 August 2023. She had harboured concerns that her life would be made miserable if she did not give in to D1. As I have found, the 1/3/16 Recording 5 shows that TAK had transferred a half-share in the Property to the defendants somewhat reluctantly (see [61] above).

160 The evidence also shows that TAK did not conduct herself in such a way as to intimate to D1 that she had waived her interests in the FEP Units. In the 9/7/10 Recording, TAK stated that she had confronted D1 about not receiving the rental or sale proceeds from the FEP Units.[202] I give weight to the 9/7/10 Recording, which was made nine to ten years before (as I have found) TAK started to show signs of dementia (see [53] above). That TAK was then clear-

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201 C1's AEIC at [104].

202 7AB 553–556 (9/7/10 Recording at 01:00, 01:32, 02:03, 03:03 and 03:28); 11/2/26 NE 51–53.

minded can be seen from her accurate recollection that she and the defendants had each contributed $150,000 as downpayment for the purchase of the FEP Units, that they were purchased for some $1.4m and that they were sold for $3.78m.[203] Indeed, the defendants themselves rely on TAK's statements in the 9/7/10 Recording to support their claim to TAK's Half-Share in the Property. In a later recording on 1 March 2016 ("1/3/16 Recording 3"), TAK stated that she had considered taking legal action against D1 to recover her interests in the FEP Units but she did not have the means to do so.[204] Mr Peh does not dispute the authenticity of these Recordings, and I accord weight to them. There is no evidence that TAK was then suffering from dementia, and the defendants also rely on another recording of the same date (*ie*, the 1/3/16 Recording 5) to support their claim to TAK's Half-Share in the Property (see [61] above).

161 Further, I find the claimants were not guilty of inordinate or inexcusable delay in bringing the Action only a year after TAK died on 3 August 2023. C1 attests that they did not proceed to administer the estate immediately after TAK's death, as they were observing the traditional 49 days of mourning for TAK. C1 attests also that subsequently, D1 proposed a "swap" for TAK's Half-Share with the ownership of one of the Jalan Rimau houses belonging to TLD (see [59] above) and in which C1 and his family were residing. However, the claimants then received the 25/3/24 MCP Letter to claim TAK's Half-Share. This led to them to seek clarification from D1 before they then responded with the 14/5/24 D&N Letter after obtaining the Recordings from LLC and LLH to support TAK's claim pertaining to the FEP Units.[205] I accept C1's explanation

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203 7AB 553–554 (9/7/10 Recording at 00:33, 01:00 and 01:32).

204 C1's AEIC at [112]; 7AB 585 (1/3/16 Recording 3 at 00:01).

205 C1's AEIC at [40], [42], [46] and [50]–[65]; LLC's AEIC at [14]–[18]; LLH's AEIC at [39].

that it was when attempts to resolve with D1 the matters pertaining to TAK's estate proved to be futile that the Action was commenced.[206]

162 Importantly, D1 has not attested to any specific prejudice to him arising from the delay (*Dynasty Line Ltd (in liquidation) v Sukamto Sia* [2014] 3 SLR 277 at [64]). His defence is one of total denial – that TAK did not have any beneficial interest in the Amount or the FEP Units. There are thus no circumstances that would make it unconscionable to allow the claim to proceed.

***Basis for account***

163 Next, the parties agree that if TAK's share of the FEP Moneys are found to be held on trust for TAK and her claims are not time-barred or barred by laches, the claimants are entitled to an account by D1 pertaining to the moneys on a common basis. The claimants have also clarified that they are asking for an account on a common basis.[207] In this regard, the trustee need only account for what was actually received and his disbursement and distribution of it. The claim for a common account is divided into three phases: first, whether the claimant has a right to an account; second, the taking of the account; and third, the grant of consequential relief. The taking of an account is a process and not a remedy in itself *(UVJ v UVH* [2020] 2 SLR 336 at [24]–[25], citing *Cheong Soh Chin v Eng Chiet Shoong* [2019] 4 SLR 714 at [72] and [74] and *Ong Jane Rebecca v Lim Lie Hoa* [2005] SGCA 4 at [55]).

**Conclusion**

164 In conclusion, I make the following orders.

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206 C1's AEIC at [66]–[72].

207 LOI at [15]; 28/5/26 NE 5.

165 I find that TAK's Half-Share in the Property is beneficially owned by TAK.

(a) The Property is to be sold in the open market at no less than the market value. The defendants are given the right of first option to buy over TAK's Half-Share.

(b) The net proceeds of sale (after deducting expenses related to the sale) are to be divided equally between the defendants and the claimants; with the defendants to be reimbursed as stated at [93] above.

(c) The parties are to jointly agree on the mechanics of the sale, failing which they are at liberty to apply to the court within 14 days of this decision, for the court's determination on this matter.

166 I dismiss D1's counterclaim on the Entrusted Sums.

167 I find that TAK held 10.67% beneficial interest in the FEP Units on a presumed resulting trust. I thus order as follows:

(a) D1 is to pay the claimants 10.67% of the proceeds of sale of the FEP Units, after deducting the expenses relating to the sale of the units (*eg*, conveyancing fees, stamp duty and the property agent's fees).

(b) D1 is to account to the claimants 10.67% of any monthly rent received from July 2004 onwards (and not already paid to TAK), after permissible deduction of reasonable expenses relating to the rental of the units.

(c) D1 is to account to the claimants for any Reinvestment Profits attributable to D1's use of TAK's share of the rent and sale proceeds.

168 Parties are at liberty to apply.

169 I will deal with costs separately.

Audrey Lim J
Judge of the High Court

Woo Shu Yan, Foo Zhi Wei, Liu Enning and Lim Fang-Xin Olive (Drew & Napier LLC) for the claimants;
Peh Aik Hin, Erik Widjaja, Lim Jie Hao Sampson, Abigail Anousha Fernandez and Goh Fang Yi Jonathan (Allen & Gledhill LLP) for the defendants.