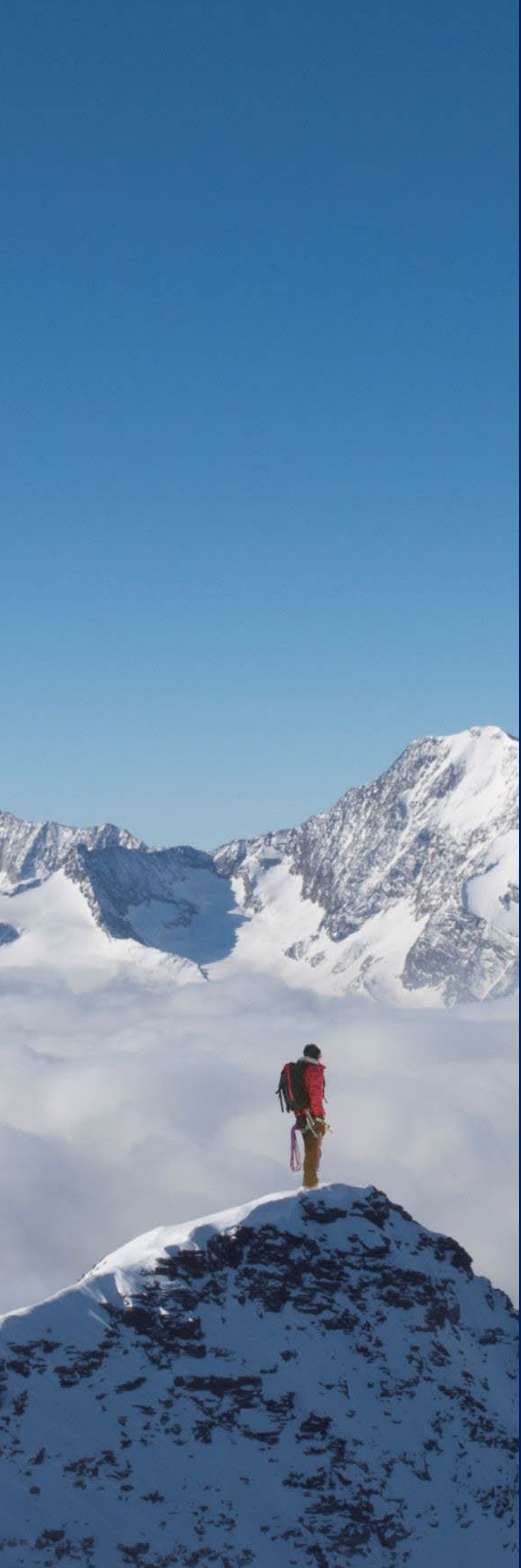

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When an Injunction Cannot Block Registration: Purchaser Protections Under the Land Titles Act 1993

***YFF v YFG and another* [2026] SGHCF 20**

15 July 2026

LEGAL UPDATE

In this Update

In *YFF v YFG and another* [2026] SGHCF 20, a third-party purchaser bought estate property and paid the full purchase price before learning of an interim injunction that had been granted to restrain the executors from dealing with estate assets. The General Division of the High Court (Family Division) held that the purchaser's equitable interest was protected by a caveat lodged promptly after exercise of the option.

This update discusses the Court’s decision.

INTRODUCTION

In *YFF v YFG and another* [2026] SGHCF 20, a third-party purchaser ("**Purchaser**") bought estate property and paid the full purchase price before learning of an interim injunction that had been granted to restrain the executors from dealing with estate assets. The General Division of the High Court (Family Division) held that the purchaser's equitable interest was protected by a caveat lodged promptly after exercise of the option.

Director Gerui Lim acted successfully for the Purchaser in this matter.

BACKGROUND

The Claimant, the lawful widow of the deceased, obtained an *ex parte* injunction on 1 December 2025 ("**Injunction Order**") prohibiting the Defendants (*ie* the executors of the estate) from disposing of or dealing with estate assets, including a property at Siglap Road ("**Property**"). Unbeknownst to the Claimant (or so she maintained), a third-party Purchaser had already exercised an option to purchase the Property on 10 September 2025 and lodged a purchaser's caveat two days later. Completion took place on 3 December 2025 — one day after the Defendants were served with the Injunction Order — and the Purchaser paid the full purchase price of $5,500,000. The Singapore Land Authority's ("**SLA**") position was that it was unable to register the Purchaser's title on account of the Injunction Order. The Purchaser and the Bank (which had provided mortgage financing) subsequently applied to vary the Injunction Order to permit registration of their respective interests. The applications were contested by the Claimant.

DECISION OF THE GENERAL DIVISION OF THE HIGH COURT (FAMILY DIVISION)

The Court agreed that the Purchaser's and the Bank's applications to the SLA to register their respective interests in the Property should not be prevented by the Injunction. The Court further clarified that that no variation to the Injunction Order was necessary, as it had operated only against the Defendants and did not restrain the Registrar of Titles or any third-party purchaser from registering title.

The Court held that an enforceable and binding contract of sale was concluded on 10 September 2025, when the Purchaser had exercised his option to purchase the Property from the Defendants. This was well before the Injunction Order was issued on 1 December 2025. Once the Property had been sold, the focus of the Injunction Order shifted to preserving the sale proceeds rather than blocking registration of the third-party interests.

KEYPOINT

The Purchaser was protected under s 47 of the Land Titles Act 1993 (from the date of the contract (ie the date when the offer to purchase was exercised) through to completion (on 3 December 2025).

By virtue of s 47 of the Land Titles Act 1993,

(a) the Purchaser was not required to inquire into the circumstances in which the current proprietor was registered;

(b) the Purchaser was not required to see to the application of the purchase money; and

(c) knowledge of the existence of an unregistered interest not protected by a caveat was not of itself to be imputed as fraud. Since the Claimant had not lodged any caveat, her interest (if any) could not defeat the Purchaser's position.

The Court held that when the Purchaser exercised the option to purchase, he acquired a caveatable equitable interest in the Property itself — not merely a personal right against a particular title holder. The subsequent transmission of legal title from the Defendants to the First Defendant (a volunteer who paid nothing) could not extinguish that prior registered interest.

The Court rejected the Claimant’s allegation that the Purchaser was wilfully blind to a "fraud on the estate" because sale proceeds were paid to the First Defendant personally rather than to the estate, finding that:

(a) There was no evidence the Purchaser knew or ought to have known of any wrongful administration by the Defendants.

(b) At the time of completion, the First Defendant was the sole registered proprietor, and the Purchaser had no choice but to deal with her and pay in accordance with her directions.

(c) The Purchaser had no involvement in the administration of the estate and no knowledge of its assets and liabilities.

(d) No creditor of the estate had come forward asserting that their debt was unpaid.

COMMENTARY

This case illustrates how an injunction restraining executors or estate representatives from dealing with estate assets does not necessarily prevent a third-party purchaser from acquiring and registering title to an estate property where a valid sale was concluded before the injunction was granted.

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The Court’s decision provides important guidance on the interaction between estate disputes, interlocutory injunctions and the Torrens system of land registration. In particular, the Court drew a clear distinction between preserving the estate’s assets and interfering with a third-party purchaser’s equitable interest which had been protected by a caveat.

Prior to this decision, parties involved in estate disputes may have assumed that an injunction prohibiting executors from dealing with the estate assets would automatically impede or invalidate any sale of property by the executors. However, the Court's reasoning emphasises the importance of identifying the stage at which proprietary rights arise. By holding that the Purchaser acquired a equitable interest upon exercising his option to purchase – and that he had caveated the same - the Court reaffirmed the principle that the acquired interest would attach to the property itself and would not be dependent on the continued ownership of any particular registered proprietor. A subsequent transfer of legal title to a beneficiary (ie. a volunteer) could not defeat that earlier-acquired interest.

The decision also reinforces the strength of the statutory protections afforded to purchasers under the Land Titles Act. Purchasers are generally entitled to rely on the register and are not required to investigate how the registered proprietor obtained title or how the purchase monies will ultimately be applied. Equally, mere notice of an unregistered interest will not, without more, amount to fraud.

The Court also adopted a practical approach to allegations of wilful blindness and fraud. Estate beneficiaries may be concerned where sale proceeds are paid in accordance with directions given by a personal representative rather than directly into the estate. However, the Court recognised that purchasers are generally not participants in the administration of an estate and typically lack visibility over its assets, liabilities and internal disputes. Absent evidence that a purchaser knew of, or deliberately ignored, improper conduct by the executors, courts are unlikely to infer fraud merely because disputes later arise concerning the handling of sale proceeds.

This case therefore upholds the certainty and reliability that underpin Singapore's Torrens system of land registration.

The author of this update, **Director Gerui Lim**, acted successfully for the Purchaser in this matter.

If you have any questions or comments on this article, please contact:

Gerui Lim
Director, Dispute Resolution

T: +65 6531 4120
E: gerui.lim@drewnapier.com

Drew & Napier LLC
10 Collyer Quay
#10-01 Ocean Financial Centre
Singapore 049315

www.drewnapier.com

T : +65 6535 0733
T : +65 9726 0573 (After Hours)
F : +65 6535 4906

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