IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGFC 127

FC/OC 26/2025

YIX

… *Claimant*

v

YIY

YIZ

…*Defendants*

GROUNDS OF DECISION

[Family Law – Probate – Validity of Will – Undue Influence]

Version No 1: 23 Oct 2026 (15:51 hrs)

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YIX

V

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[2026] SGFC 127

Family Justice Courts — FC/OC 26/2025

District Judge Shobha Nair
6 July, 7 July, 8 July, 9 July, 4 August 2026

22 October 2026

District Judge Shobha Nair

Introduction

1 It is not uncommon for wills to be challenged in these courts on the basis that testators were unduly influenced into executing them. The term "undue influence" often inaccurately conjures in the minds of those who raise it, the idea that testators ought not to have spoken or discussed their intentions with anyone nor been encouraged into considering leaving their assets to specific individuals or causes. Yet it is quite common after inquiry, that such an allegation relates to no more than simple suggestions or persuasion, typically by family members, urging testators to think more carefully about who they wish

to provide for *or* leave out, in their wills. The law requires far more than such reminders or persuasion. An element of coercion is required, indeed a domination over the testator's mind such that his autonomy is effectively extinguished.

2 This case centres on the circumstances that led to the execution of a will on 8 November 2019 (2019 will). Upon the deceased's passing in June 2023, his wife (the claimant), alleged that his sister (the 1st defendant), had exerted undue influence over the deceased leading to the execution of his will, which leaves his estate to his parents and in the event one or both of his parents were to predecease him, in equal shares to two of his brothers.[1] The 2nd defendant, a brother of the deceased and a potential beneficiary, is the named executor. If he could not carry out his responsibilities, the 1st defendant was to be the substitute executor.[2] The 1st defendant is not a beneficiary of the deceased's estate. The claimant sought the revocation of the Grant of Probate and a declaration that the 2019 will was invalid.

3 Having heard from the parties, I dismissed the claim. The counterclaim was allowed, confirming the validity of the 2019 will and for the administration of the deceased's estate to be left in the hands of the 2nd defendant. The claimant appeals against these orders. After the orders were issued and during the time these grounds of decision were being prepared, I was informed that the 2nd defendant has sadly passed away.[3] It would now be for the 1st defendant as the named substitute executor, to apply for the administration of the estate.

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[1] Clauses 5 and 6 of, a certified true copy of the 2019 will is found in FC/P 5353/2024

[2] Ibid., at Clause 3

[3] Refer to Other Hearing Related Request (OHRR) dated 2 October 2026

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4 I had ordered costs to be paid by the claimant in the amount of $12 000 to the 1st defendant and $8 000 to the 2nd defendant. The defendants appeal against these cost orders.

Procedural History

5 The claimant was initially represented by counsel who assisted in the preparation of her affidavit and had attended all case conferences leading up to the hearing of this case. The matter was scheduled for hearing from 6 to 9 July 2026 and parties were informed of this as early as 23 April 2026. On 15 May 2026, the claimant's counsel sought to discharge himself from acting for her. The claimant was present during the hearing of the summons for the solicitor's discharge and was informed that the main hearing would go on as scheduled. The claimant acknowledged this and informed that she may approach a "pro bono" lawyer. On the day of the hearing, the claimant sought a 3-month adjournment as she had recently approached the Legal Aid Bureau (LAB) for assistance. I disallowed the application on account of the fact that she knew 3 months in advance that the hearing was scheduled for July, and she was further informed on 15 May 2026 that the hearing would go on as scheduled. She appears to have approached the LAB only in June 2026 for assistance.

6 Prior to the present suit, the claimant had in FC/OAP 11/2025 sought to apply for monthly maintenance of $1 000 from the estate of the deceased, for a period of 21 years. This is because the 2019 will does not provide for her. Her claim was rooted in the provisions of the Inheritance (Family Provision) Act 1966 (2020 Rev. Ed). She also sought the ability to continue staying at the flat she and the deceased owned jointly. The deceased's share in this flat has to be distributed in accordance with the will, if valid. Conversely, if the 2019 will is

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declared to be invalid, distribution of his assets would be in accordance with Section 7 Rule 4 of the Intestate Succession Act 1967 (2020 Rev. Ed). The application in FC/OAP 11/2025 had been suspended pending determination of the present claim. This case had to therefore be heard without further delay as other individuals are beneficiaries to the deceased's estate regardless of whether it is to be administered in accordance with the 2019 will or the laws of intestacy.

7 Of equal significance was that the 2nd defendant who was the named executor of the 2019 will was seeking treatment for a serious medical concern and any further delay would prejudice his rights as a beneficiary and his duties as the executor. It was necessary in my mind to bring closure to the matter so that he may attend to his health, free from the burden and inevitable stress arising from litigation.

8 Prior to issuing my order on costs, I had sought the response of the LAB on what the claimant insisted was information from the LAB that they would be acting for her. The LAB confirmed that the claimant had applied for aid on 8 June 2026 but that they were not able to take the matter up as her previous counsel remained listed on record as acting for her. No steps appear to have been taken by the claimant to address this concern save for her request to adjourn the matter on the first day of the hearing. The LAB also informed the court that aid was formally denied on 23 July 2026. I had then issued my order on costs.

Factual Background

9 The deceased's marriage to the claimant was his second one. His first marriage was dissolved in 1997. He did not have children. The deceased and his

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ex-wife owned a Housing and Development Board (HDB) flat in Yishun (Yishun flat). The rights, interest and title held by his ex-wife in this property were transferred to the deceased upon the latter returning the Central Provident Fund (CPF) monies used by his ex-wife for the purchase of the property and a further 40% of the net sale proceeds. The 1st defendant had lent a sum of money to the deceased to pay his ex-wife the required sum and to retain the property in his name.

10 The deceased met the claimant when the latter was 23 years of age. The claimant was at the time, working part-time while pursuing a Higher National ITE Certificate (NITEC). She met the deceased who was a chef, in the context of their employment. After some years of courtship, they decided to get married. They applied for a flat in Seng Kang (Fernvale flat) sometime in 2015 in anticipation of their marriage. The deceased informed the claimant that she would only be listed as a tenant-in-common with a 40% share as the 2nd defendant may not have a place to stay after the Yishun flat is sold and it was appropriate therefore to attribute to him, half of the deceased's 60 % share in the Fernvale flat. On 31 January 2017 however, the couple informed the HDB that they intended to surrender the flat on account of their decision not to proceed with marriage. On 16 October 2017 they pivoted on this decision and proceeded to register their marriage. There were no customary rites performed and none of the deceased's family members save for the deceased's father was present.

11 Marital discord marked the relationship. The claimant was unhappy with what she saw as unnecessary interference and control by the 1st defendant of the deceased and consequently, the marriage between him and the claimant. On 23 October 2019, the claimant filed a personal protection order against the 1st

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defendant. The deceased felt that he was to blame for the difficulties between his wife and his sister. The deceased and the 1st defendant approached a lawyer for legal assistance. The application for a personal protection order against the 1st defendant was eventually dismissed. Costs of $7 000 was ordered against the claimant which she has to date, refused to pay. When first at the lawyer's office on 25 October 2019, the deceased had also spoken to the lawyer about his intention to file for a divorce. He was advised that he could not do so as his marriage did not meet the required 3-year duration before an originating application for divorce could be filed.[4] At the same meeting, he expressed concern about how his estate would be handled in the event he passed on while waiting for divorce proceedings to conclude. Instructions were taken as to how he wished to divide his assets and a will was eventually executed in the presence of two witnesses, namely the lawyer and her former secretary, on 8 November 2019.

12 The 2019 will provides for the deceased's parents and glaringly omits provision for the claimant and the 1st defendant. The claimant did not take issue with the will insofar as it related to the formal requirements for a valid will.[5] It was instead the claimant's position that the 1st defendant was the mastermind behind the provisions of the will which left the claimant out. The claimant was also of the view that although the 1st defendant was not a named beneficiary, she would get back what she had lent to the deceased potentially through a private arrangement with the named beneficiaries.

[4] S 94 of the Women's Charter 1961 (Cap 353, 2020 Rev. Ed.)

[5] Section 6 of the Wills Act 1838 (2020 Rev. Ed.)

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13 On 30 July 2020, the deceased filed for a personal protection order against the claimant. This was subsequently withdrawn by him. It is unclear why he chose to do so. On 15 February 2021, the deceased filed for divorce. The claimant and the deceased obtained an Interim Judgment (IJ) dissolving their marriage. Before this was finalised, they sought to set aside the IJ. The IJ was set aside in June 2022. The 8 November 2019 will was not revoked despite the apparent reconciliation in 2022.

The Claimant's Position

14 It was the claimant's position that the 1st defendant never liked her and was not supportive of her relationship with the deceased. It was also the claimant's position that the 1st defendant exerted considerable influence over the deceased on many matters. Additionally, on account of her interest in getting back the money she had lent him to pay off his ex-wife's share of the Yishun flat, this influence extended to the deceased's execution of his 2019 will.[6] The claimant to the consternation of the 1st defendant, insisted that the deceased "*keep siding my sister – my sister-in-law so it's she who married him* [sic]".[7] She pointed to the following events as proof of her claims:

(a) In June 2014, prior to the marriage between the deceased and the claimant, the latter placed the deceased's pet dog at a pet hotel for a period of time when the deceased and his brother were not at their Yishun flat. The 1st defendant on finding this out, was livid and blamed the claimant for taking such a step without informing her.[8]

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[6] Paragraphs 82 and 86 of the claimant's affidavit filed on 23 March 2026

[7] Certified Transcript (Day 1) at page 16, line 27

[8] Paragraph 22 and Tab 3 of claimant's affidavit filed on 23 March 2026

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(b) There was a gas and water leakage at the Yishun flat sometime in July 2014 and the 1st defendant had allegedly been very angry with the claimant and her father as she assumed unfairly that they had caused the problem.[9]

(c) When the couple obtained their Fernvale flat in 2017, the claimant had placed an additional lock on the gate to the flat as she felt unsafe on noticing many construction workers in the neighbourhood. This was met with unhappiness by the 1st defendant. The claimant saw this as the 1st defendant exerting control over property she had no rights nor interest in.[10]

(d) The deceased had shared with the claimant that the 1st defendant would help with their marriage preparations which the claimant found peculiar. She viewed this as unnecessary interference.[11] Added to this was the claimant discovering Facebook posts by the 1st defendant in August 2017 which she felt were intended to defame her.[12] In one such post, the 1st defendant said that the claimant "*would end up with nothing*".[13] The claimant pointed to this as proof that the 1st defendant was bent on ensuring that her marriage to the deceased would not last and she would not stand to gain anything from it.

(e) When the deceased filed for a personal protection order against the claimant in July 2020, the claimant was of the view that this was instigated by the 1st defendant. She premised this on a message by the 1st defendant to the deceased that he ought to take leave from work to attend court proceedings. The claimant

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[9] The claimant's first affidavit filed on 23 March 2026 at paragraph 33.

[10] Ibid., at paragraph 50 and Tab 6.

[11] Ibid., at paragraph 33.

[12] Ibid., at paragraph 60

[13] Ibid., at paragraph 62

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also questioned why during a court session held virtually over the Zoom platform, the 1st defendant was present in the room and was heard saying that she hoped the court did not see her.[14]

(f) The claimant felt that the 1st defendant tainted the mind of the deceased and controlled his communication with the claimant by typing messages for him on his mobile device.[15]

(g) The claimant spoke of how she believed that the 1st defendant was the mastermind behind the retention by the 2nd defendant of gold jewellery that was meant to be given to the claimant as a betrothal gift (dowry).[16]

15 The claimant gave in evidence that the deceased informed her that he had executed a will in 2017 and that she was the sole beneficiary of his estate.[17] This was raised ostensibly to lend weight to her position that the deceased would not have left her out of the 2019 will. She did not have the original or a copy of the earlier will nor did she share where this will could be.

The 1st Defendant's Position

16 It was the 1st defendant's position that the deceased had approached her for help to pay his ex-wife's share of the Yishun flat so as to enable the transfer of this property to him. She lent him a sum, a significant amount of which had

[14] Ibid., at paragraphs 64-72.

[15] Paragraphs 71-72 and 104 of the claimant's affidavit filed on 23 March 2026

[16] Certified Transcripts (Day 1) at page 28, lines 21-30 and (Day 4) page 8, lines 8-20

[17] Paragraph 80 of the claimant's affidavit of 23 March 2026

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been repaid in June 2017.[18] She claimed that only a figure of about $9 000 remains payable.

17 The 1st defendant confirmed her knowledge that the Fernvale flat was acquired by the claimant and the deceased. She was also aware that in May 2017, the deceased sold his flat in Yishun and despite difficulties with their relationship, the deceased and claimant registered their marriage. She denied hindering the marriage and suggested that if the deceased was under the control of the 1st defendant, he would not have gone ahead with the marriage.

18 The 1st defendant did not disagree that her relationship with the claimant was a challenging one and indeed their unbridled anger towards each other was witnessed during the hearing. Both attributed this impoverished state to each other's behaviour. The 1st defendant did accept that she would assist her brother in matters but denied any undue influence over him. It was her position that the deceased was not comfortable with writing in English, having only primary school education, and she would often help him write messages including messages to the claimant, on his mobile phone.

19 The 1st defendant stated that she went with the deceased to their first consultation with a lawyer on 25 October 2019 which was largely for assistance to defend an application by the claimant for a protection order against the 1st defendant. The 1st defendant denied that she had in any way influenced the 1st defendant into executing his will. She stated that she was not privy to the discussions relating to the will which also took place on 25 October 2019 nor

[18] Paragraph 13 of the 1st defendant's affidavit filed on 23 March 2026

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did she accompany the deceased to the lawyer's office on 8 November 2019, when the will was executed.

The 2nd Defendant's Position

20 The 2nd defendant shared a very close relationship with the deceased and stayed with him at the Yishun flat for a period of time before acquiring property of his own. He spoke of how the deceased would confide in him about his marital difficulties and how controlling the claimant was.[19] He testified that "*After getting married, the deceased and I still met up at least once or twice a month. When we met up, he would inevitably tell me that he was unhappy in his marriage*.[20] The 2nd defendant spoke of how "*Although the divorce proceedings were subsequently discontinued it was not because they had reconciled. The relationship between the two remained strained and the deceased was still very stressed and unhappy with the claimant*."[21]

21 The 2nd defendant gave in evidence that he only became aware of the deceased's will in 2022 when the 2nd defendant was diagnosed with an illness and was advised by the deceased to make his will. He found the original will of the deceased in their mother's home in June 2024 and obtained a Grant of Probate. He claimed that neither the 1st defendant nor any other individual had approached him to pay off any loan that was extended by the 1st defendant to the deceased.[22]

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[19] Paragraph 13 of 2nd defendant's affidavit filed on 23 March 2026

[20] Ibid., at paragraph 9

[21] Ibid., at paragraph 17

[22] Ibid., at paragraphs 24-26

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Undue Influence

22 The nature of undue influence which may serve to invalidate wills has more recently been reiterated as follows:

"*Where a party seeks to challenge the validity of a will on the basis that the testator was under undue influence, that party bears the burden of proof. In the context of probate proceedings, undue influence means* ***coercion,*** *ie, that the testator is coerced into making a will which he or she does not want to make. The persuasion must have been of such intensity as to* ***overpower the volition*** **of** ***the testator*** *without actually convincing him. The party alleging the undue influence must prove that the party accused of undue influence* ***dominated the testator*** *to such an extent that the* ***testator's independence was so undermined*** *that the accused party's domination caused the testator to execute the will".*[23]

Was there undue influence exerted by the 1st defendant?

23 The evidence of the lawyer who received instructions from the deceased for purposes of preparing the 2019 will and was one of the witnesses to the will, was cogent. She provided a free first consultation to the deceased who arrived at her office with the 1st defendant on 25 October 2019. The lawyer was informed that the claimant had threatened legal action against the 1st defendant for family violence. This had some historical roots in the fact that the deceased had identified the 1st defendant and not the claimant as his "healthcare spokesman" during a recent admission to hospital for a foot/ankle procedure.

[23] ***YHJ*** v ***YHK, YHL and YHM*** [2026] SGHCF 28 quoting the court in ***UWF*** v ***UWH*** [2021] 4 SLR 314 at 221-222.

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The deceased felt that this action on his part had caused the claimant's grievance against the 1st defendant and subsequent confrontation between the two.

24 During the first consultation at the lawyer's office, the deceased asked if he could also apply for a divorce from the claimant. The lawyer testified that the deceased was emotional. She advised that he may want to consider a deed of separation instead given that the marriage was less than 3 years. The deceased shared that he was sure the claimant would not agree to a separation. He then proceeeded to ask what would happen to his estate should he pass away while still married to the claimant. The lawyer informed that the laws of intestacy would govern the distribution of his estate and if he did not want this to happen, he would need to execute a will.

25 The 1st defendant left the room when discussions on estate planning commenced. The deceased then provided his instructions to the lawyer and the lawyer's former secretary took down how he wished to have his estate distributed.[24] He was then asked to come back on 8 November 2019 to execute the will.

26 On 8 November 2019, the deceased attended at the lawyer's office again and executed his will. He was more calm during this visit. The lawyer testified that the 1st defendant did not accompany the deceased to the lawyer's office. The will meets all the formal requirements of a valid will.

27 Under cross-examination, the evidence of the lawyer remained unimpaired. If anything, the claimant appeared to accept that the will was

[24] Paragraph 13 of the lawyer's affidavit filed on 23 March 2026

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properly executed but used the opportunity to clarify her concerns relating to the impact of the will, other court matters and evidence given during the hearing of the personal protection application. The claimant started her cross-examination by asking the lawyer why she had sent a few copies of a letter to her involving a demand for vacant possession of the Fernvale flat. This then moved to questions relating to the evidence that was given in the hearing of the personal protection application.[25] These were clearly irrelevant. She then spent considerable time seeking clarity on the circumstances under which the 1st defendant might assume her role as the substitute executor as well as whether the deceased's brothers would benefit from the deceased's estate only if both the deceased's parents were to pass on. Such questions bore no relevance to the core issue in these proceedings.

28 If the 1st defendant were to have been present at the lawyer's office at the time the will was signed by the deceased, it does not necessarily mean that undue influence was exerted. Indeed "*mere presence at the solicitor's officer is not sufficient proof of anything save presence*".[26]The fact that the 1st defendant was not in fact present at the time of the execution of the will is conversely but a factor mitigating influence. It is the totality of the evidence of the lawyer that was instructive and lent significantly towards the conclusion that the deceased exercised his independence in the execution of the 2019 will.

29 During the consultation on 25 October 2019, the lawyer spoke of how the deceased appeared "…..*very clear-minded, He was going back to work and, yah, so…but at that point in time he was very troubled by the issues between*

[25] Certified Transcript (Day 3) at page 4, line 15 and page 5, lines 1-30

[26] ***VTL*** v ***VTM & Anor*** [2021] SGHCF 30 at paragraph 13

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him and his wife".[27] He spoke in Mandarin although he was able to converse in English, and shared his reasons for wanting to execute a will that left the claimant out as a beneficiary. This omission is in my view, unsurprising in the larger context of the deceased's intention to file for divorce.

30 The relationship between the claimant and the 1st defendant was characterised by pervasive suspicion and mistrust. The claimant felt that the 1st defendant controlled the thoughts and actions of the deceased. Undergirding this allegation was that the 1st defendant has a financial interest in the Fernvale flat given that she had lent the deceased money that was not fully returned. The claimant contended that the 1st defendant must have influenced the deceased into executing the 2019 will. I could not find sufficient evidence to support the interest the 1st defendant may have had in the deceased executing the will in the manner he did. The passing of the deceased was unexpected.[28] He was not gravely ill at the time the will was made. What was instead present at the time of the execution of the will, was the contemplation of divorce. If the divorce proceedings were concluded, the court would have dealt with the Fernvale flat as it saw just and equitable. The claimant held a 40% share as a tenant-in-common even though by her own admission, this was more than she had contributed to the property.[29] The claimant would not receive any inheritance as an ex-spouse under intestate laws. Regardless of whether the couple stayed married, were divorced or in the midst of divorce proceedings, what is incontrovertible is that 1st defendant did not stand to gain as a sibling under the laws of intestacy nor the 2019 will. Given that the claimant and the 1st defendant

[27] Certified Transcript (Day 3) at page 22, line 18.

[28] Death certificate filed on 4 July 2024 and found in P5352/2024

[29] Certified Transcript (Day 2) at page 41, lines 1-4

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were not on good terms, it is entirely possible that the deceased may not have wanted to name the 1st defendant as a beneficiary in order to avoid further conflict and instead have the family provide a sum to the 1st defendant privately. This would however be conjecture.

31 It would be for the 2nd defendant to distribute the deceased's estate after discharging all debts of the deceased. He gave evidence that the 1st defendant never approached him to provide for loans she may have extended to the deceased. In any event, if indeed there are debts that can be proven, the 1st defendant would have to be repaid such sums before distribution.

32 During cross-examination of the claimant, she appeared to be very aggrieved by the deceased's family retaining jewellery the deceased had bought for her and which represented dowry or a betrothal gift. She asked " *And when can I have my gold back? The gold, the market price, how much would that be? And then must wait till when then I can collect? Or are they right to steal it*?"[30] This issue was raised at different points and appears to be a large concern for the claimant. The defendants took the position that the jewellery was never given to the claimant as it was to have been presented during the customary ceremony which never took place. Hence, the 2nd defendant was asked to keep the jewellery.[31]

33 Clause 7 of the 2019 will provides that:

"*I have considered the interest of my wife, XXXX, and have decided not to give her anything in this my Will in view of the interest she has obtained in my*

[30] Certified Transcript (Day 1) at page 28, lines 25-27

[31] Certified Transcript (Day 2) at page 13, line 27 and page 14, lines 8 -29

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lifetime". It is probable against the backdrop of intense domestic tension that Clause 7 was necessary to clearly express the deceased's intention not to leave anything to the claimant, including the jewellery that was given to the 2nd defendant for safekeeping, in acknowledgement of the likelihood that the claimant would challenge the will.

34 The incidents that were highlighted by the claimant as evidence of the 1st defendant's dislike of the claimant, even if true, cannot lead to the conclusion that the 1st defendant had unduly influenced the deceased into executing the 2019 will. The disagreement over the claimant leaving the deceased's dog in a pet hotel when the deceased was not at home, adding an additional padlock to the Fernvale flat and concerns over who may have caused the water/gas leakage at the Yishun flat occurred between 2014-2017 while the will was executed only in 2019 when the deceased saw his lawyer to initiate divorce proceedings. The marriage was unfortunately unhealthy from the very beginning, signficant cracks evident even before marriage. Leaving out the individual who the deceased saw as the reason for the breakdown of the marriage makes it probable that he intended to leave the claimant out of his will. To conclude otherwise would be to ignore all the evidence and rely on what the claimant herself viewed as just suspicions. This case has similarities to the facts and allegations in ***VTL*** v ***VTM & Anor***[32] where the court remarked "*From the beginning to the end the defendants' case is based on suspicious circumstances*". The law requires more than suspicions as its insidious nature tends to create false narratives.

[32] See footnote 26 at paragraph 8

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Did the deceased lack testamentary capacity?

35 During the hearing, the claimant suggested that the deceased did not have the mental capacity to execute his will. This was mischievous. It did not form part of her pleadings. When I asked for clarity on this unpleaded position, she raised various unsubstantiated matters ranging from not having been provided with the medical reports from relevant hospitals, to her somewhat outrageous belief that the deceased must have suffered cognitive impairment arising from the removal of his gall bladder.[33] In fact, her previous counsel had informed the court at an earlier case conference that his client was not pursuing such a claim.

36 The suggestion that the deceased lacked capacity was an afterthought given that it was never raised in the divorce proceedings nor in the defence against the application by the deceased for a personal protection order against the claimant.[34] The claimant went so far as to say that the deceased lacked capacity even before their marriage. Yet she chose to believe the deceased when he apparently shared with her that he made a will in 2017 and left her as the sole beneficiary.[35] Such callous statements showed a claimant who would not hesitate to raise any allegation, no matter how unmeritorious.

[33] Claimant's affidavit filed on 23 March 2026 at paragraphs 25-27

[34] Certified Transcript (Day 2) at pages 42-55

[35] Certified Transcript (Day 2) at page 48, lines 8-10 and page 62, lines 1-9

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Costs

37 Many considerations are taken into account in determining the quantum of costs, if at all to be awarded, in family disputes. Mediation and a conciliatory approach are emphasised. The acrimony between the claimant and the 1st defendant however made this effort unachievable.

38 Cost orders are determined largely on the outcome of the matter, the conduct of parties and the nature of the issue(s) before the court. Essentially a successful party is awarded costs to defray the fees of instructing counsel. The 1st defendant sought costs of $43 000 while the 2nd defendant sought costs of $40 000.[36] I had ordered costs of $12 000 and $8 000 to the 1st and 2nd defendants, respectively. As the challenge was largely relating to the involvement of the 1st defendant in the execution of the will and therefore, the need to call on the lawyer who was instructed on the will, the larger cost order in favour of the 1st defendant reflected the larger effort required.

39 One affidavit was filed by each of the defendants while the 1st defendant also relied on the affidavit of the lawyer. It was a single issue before the court and while the hearing was fixed for 4 days, it was completed a little shy of 3 full days. Parties were in a position to provide (oral) closing submissions on the 4th day. The pace was expectedly slower largely due to the claimant representing herself and as a consequence, requiring significant repetition of questions, guidance and direction especially when she moved into areas which had no bearing on the present matter.

[36] Certified Transcript (Day 4) at pages 47-50

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Even as she raised many irrelevant issues especially those relating to personal protection applications, the claimant did not raise complex issues with regards the validity of the will. In my view a total cost order of $20 000 was sufficient to provide the defendants with a portion of the legal costs incurred in defending against a claim that entailed a relatively straight forward fact finding exercise rather more than any complex legal analysis.

Conclusion

40 The evidence supporting the defendants' position that the 2019 will was properly executed is compelling. The marriage between the deceased and the claimant was turbulent from the start. The deceased had the intention to file for divorce after just two years on this journey. When discussing the possibility of filing for divorce with his lawyer, he also sought advice on the execution of a will. This will was executed after about 2 weeks of his first consultation with his lawyer and it was done properly and privately in the lawyer's office on 8 November 2019.

41 Despite the couple eventually setting aside the IJ dissolving their marriage, it was the evidence of the 2nd defendant that they did not in fact reconcile. The deceased chose not to revoke his 2019 will even after "reconciliation". Clause 7 of the 2019 will reflects the mind of the deceased. He acted with intention to provide his parents or in the event of their passing, to his brothers.

42 Even if the 1st defendant lent money to the deceased, the question is whether she had unduly influenced him into executing his will so as to entrench her ability to have that money returned. There was no suggestion of undue

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influence and all legitimate debts would in any event have to be paid before distribution. It bears repeating that gentle persuasion and even reminders of past assistance that individuals may have advanced to testators are not sufficient in and of themselves to prove undue influence. There must be an element of coercion and domination over the volition of the testator. These did not exist in this case.

43 The evidence of the deceased's lawyer speaks of a man who was desirous of omitting his wife from benefitting from his estate. He had gone through one divorce and was on the brink of a second. The 2nd defendant who the claimant herself was fond of, testified to the fact that the deceased was very unhappy in his second marriage.

44 While she had many suspicions about the 1st defendant's influence given that the deceased was close to his sister, the claimant could not show he was unduly influenced by her. There is no presumption of such influence in probate arising from the sibling relationship.[37] In fact the claimant and perhaps understandably so, was aggrieved that she was not shown the respect she believed she should have received as a wife rather than a real belief that the will reflected a lack of independent thought. A glimpse of this is seen when she submitted that "*I'm the lawful wife, he had treated me unfairly…there's a lot of untrue things that he has done to me because of just to shielding or side to or cover for the sister* [sic]".[38]

[37] ***ULV*** v ***ULW*** [2019] SGHCF 2 at paragraph 68

[38] Certified Transcript (Day 4) at page 19, lines 7-23

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45 In law, the echoes of the whispers of others would need to be of a coercive nature, taunting an individual into executing a will that did not mirror his mind before such a will can be declared invalid. The evidence in this case does not support such a claim. Somewhat ironically, the deceased appears to have been under immense duress from the claimant. It is more likely that the 2019 will was executed to regain the control he appears to have lost in his short time with her.

Shobha Nair
District Judge

Claimant in Person
Mr Michael Low Wan Kwong (Crossbows LLP) for the 1st Defendant
Mr Liaw Jin Poh (Tan, Lee and Choo) for the 2nd Defendant

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