

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

[2023] SGHC 233

Suit No 819 of 2021

Between

Khoo Jee Chek

... Plaintiff

And

Lim Beng Tiong

... Defendant

JUDGMENT

[Trusts — Constructive trusts]

[Trusts — Resulting trusts — Presumed resulting trusts — Whether monetary contributions towards ancillary costs of purchasing property should be taken into account in determining parties' respective beneficial shares in that property]

TABLE OF CONTENTS

BACKGROUND	1
THE PARTIES' CAUSES OF ACTION	5
THE LAW.....	7
KHOO'S CLAIM.....	9
DISCUSSIONS PRIOR TO THE PURCHASE OF THE PROPERTY IN AUGUST 2017.....	9
EVENTS AT CLC'S OFFICE ON 15 SEPTEMBER 2017	11
PARTIES' RESPECTIVE FINANCIAL CONTRIBUTIONS	13
<i>Four cheques issued by Lim in August and September 2017 totalling \$165,400</i>	<i>14</i>
<i>Two cheques issued by Khoo on 15 September 2017 totalling \$5,121</i>	<i>16</i>
<i>Two purported cash payments by Khoo in September and October 2017 totalling \$30,000</i>	<i>17</i>
<i>Monthly mortgage repayments for November and December 2017 by Khoo</i>	<i>19</i>
<i>Cheque of \$4,900 issued by Lim on 8 December 2017</i>	<i>20</i>
<i>Conclusion.....</i>	<i>21</i>
EVENTS AFTER THE PARTIES FELL OUT IN OCTOBER 2018.....	21
CONCLUSION OF KHOO'S CLAIM	23
LIM'S CLAIM	23
SITE VISIT ON 9 AUGUST 2017.....	24
FINANCIAL CONTRIBUTIONS FROM 2018	27
<i>Monthly mortgage repayments and purported Rental Agreement.....</i>	<i>27</i>

<i>\$2,450 cheque dated 28 March 2018 issued by Melvin Pung to Goldprime.....</i>	<i>29</i>
<i>\$7,350 cheque dated 24 April 2018 issued by Khoo to Goldprime.....</i>	<i>30</i>
<i>Six cheques issued by Khoo in July 2018 totalling \$22,439.45</i>	<i>31</i>
<i>\$20,000 transferred by Khoo on 6 July 2018.....</i>	<i>35</i>
<i>Various instances of cash purportedly handed by Khoo to Lim</i>	<i>36</i>
<i>Conclusion on the financial contributions from 2018.....</i>	<i>37</i>
CORRESPONDENCE BETWEEN PARTIES AFTER THEY FELL OUT.....	37
CONCLUSION ON LIM’S CLAIM	41
COMPUTATION OF PARTIES’ RESPECTIVE FINANCIAL CONTRIBUTIONS TO THE PROPERTY.....	41
PARTIES’ RESPECTIVE CONTRIBUTIONS TO THE PROPERTY	46

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher’s duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Khoo Jee Chek
v
Lim Beng Tiong

[2023] SGHC 233

General Division of the High Court — Suit No 819 of 2021
Audrey Lim J
24 August 2022; 7–10, 13 March, 5 May 2023

23 August 2023

Judgment reserved.

Audrey Lim J:

1 The plaintiff, Mr Khoo (“Khoo”) and the defendant, Mr Lim (“Lim”), whom I will refer to collectively as the parties, are the registered joint tenants of a two-storey commercial property (the “Property”) in a development called “T-Space”. Khoo claims the parties hold the Property beneficially in equal shares. Lim, however, claims he is the sole beneficial owner; alternatively, that he beneficially owns 99% of the Property with only 1% owned by Khoo.

Background

2 Khoo owns a money-changing and remittance business, Haratan Services Pte Ltd (“Haratan”), which is located at City Plaza, Singapore. He first met Lim in 2016, at Lim’s shop at Katong Shopping Centre, where Lim sold Buddhist statues and religious items (the “Shop”). Lim is also the founder and owner of a temple (the “Temple”), which was at that time located at his

residence. On Lim’s invitation, Khoo started visiting the Temple for worship and volunteering there regularly.¹

3 Khoo claims that in January or February 2017, Lim approached him to jointly purchase a commercial property to be used as premises for the Temple and told Khoo that it would be a “50/50 investment”. Lim told him that in helping to set up a temple, he would be rewarded by the deities and receive a lot of merits. Khoo said he would consider the proposal, and subsequently agreed to jointly purchase the Property “based on [his] understanding” that he and Lim would contribute to the Property equally and own it in equal shares.²

4 Lim, however, claims in his affidavit of evidence-in-chief (“AEIC”) that it was at a meeting of the committee members of the Temple in June 2017 that he made known his intention to purchase a property to use as premises for the Temple and the Shop. Ms Angeline Teo (“Angeline”), a volunteer at the Temple and a real estate agent, assisted him to look for suitable premises. In August 2017, Angeline accompanied Khoo to view the show flat for T-Space whereupon he expressed his interest in purchasing a unit there.³ Angeline informed him that, based on his financial position, he would not be able on his own to obtain a bank loan sufficient to cover the purchase price, and suggested that he purchase the Property jointly with Khoo to obtain the loan. Lim claims that after Angeline spoke to Khoo, Khoo agreed to do so purely to help Lim obtain the bank loan but Khoo would not be responsible to contribute to the

¹ Khoo’s affidavit of evidence-in-chief (“Khoo’s AEIC”) at [6]–[9]; Defence and Counterclaim (“Defence”) at [4]; 7/3/23 Notes of Evidence (“NE”) 81 and 86.

² Khoo’s AEIC at [15]–[18] and [22]; 24/8/22 NE 60–61.

³ Lim’s affidavit of evidence-in-chief (“Lim’s AEIC”) at [11]–[14].

purchase of the Property. Hence, Lim and Khoo agreed to hold the Property as tenants-in-common in the share of 99 to 1 respectively.⁴

5 On 9 August 2017, Khoo went for the first time to view T-Space with Lim, and they decided to purchase the Property. The Option to Purchase (“OTP”) was issued on that day by the developer (“Goldprime”). The purchase price of the Property of \$700,000 was subsequently financed by a loan of \$560,000 (*ie*, 80% of the purchase price) from OCBC Bank secured by a mortgage over the Property (the “Loan”). Khoo and Lim signed the Loan agreement as the joint borrowers.⁵

6 Lim claims that he, Khoo, Angeline and Mr Henry Hoe (“Henry”) were present at Goldprime’s site office when the OTP was issued. Henry is also a volunteer at the Temple and resides at Lim’s residence; and he had driven Lim to T-Space that day. Lim also claims that it was discussed that he would make all payments towards the purchase price of the Property, and that Khoo was very vocal in emphasising that he would not be responsible for making any payments.⁶ Khoo denies there was any discussion or agreement on 9 August 2017 that Lim would make all payments towards the Property and that Khoo would merely receive a 1% share in it.⁷ It is undisputed that it was at the viewing of T-Space on 9 August 2017, that Lim first suggested to Khoo the idea of using the first floor of the Property for his Shop and the second floor for the Temple.⁸

⁴ Lim’s AEIC at [14]–[15]; 10/3/23 NE 28.

⁵ Khoo’s AEIC at [23]–[25]; Lim’s AEIC at [18]; 24/8/22 NE 65 and 93; 7/3/23 NE 103–104; 1AB 29–32; 1AB 51–59; Statement of Claim (Amendment No. 1) (“SOC”) at [8]; Defence at [10].

⁶ Lim’s AEIC at [11] and [18]; 9/3/23 NE 3.

⁷ Khoo’s AEIC at [27]–[28].

⁸ Khoo’s AEIC at [24]; 7/3/23 NE 105.

7 The sale and purchase agreement (the “SPA”) was signed by the parties on 15 September 2017 at the office of Capital Law Corporation (“CLC”), which acted for them in the purchase of the Property (“15/9/17 Meeting”). The parties also signed a Confirmation of Manner of Holding document (“Manner of Holding Document”), which stated that they held the Property as joint tenants.⁹ The Temporary Occupation Permit (“TOP”) for the Property was issued on 26 June 2018, and the Property has been used by Lim as premises for the Temple and Shop since around July 2018.¹⁰

8 On or around 14 October 2018, the parties had a disagreement on matters relating to the Temple. Khoo decided to stop volunteering and being involved at the Temple, and he also no longer wished to be an owner of the Property.¹¹ Although Certificate of Statutory Completion for the Property was issued on 19 October 2018, the parties decided to wait for three years from its purchase before removing Khoo’s name as an owner, to avoid incurring the seller’s stamp duty. Subsequently, in December 2020, Lim arranged with his cousin, Ms Sally Ng (“Sally”), to replace Khoo as the joint owner of the Property as he could not obtain refinancing in his sole name.¹²

9 As Lim was taking some time to resolve the matter and Khoo wanted his name to be removed from the Property, Khoo chased Lim on this issue and subsequently instructed his lawyers from Nakoorsha Law Corporation (“NLC”)

⁹ 1AB 60–108 and 178; Khoo’s AEIC at [33]; Lim’s AEIC at [21]; 10/3/23 NE 14.

¹⁰ 1AB 306 and 309; Khoo’s AEIC at [79]; Lim’s AEIC at [45]; 7/3/23 NE 64–65 and 68.

¹¹ Khoo’s AEIC at [82]–[83]; Lim’s AEIC at [48]; 7/3/23 NE 37, 81; 8/3/23 NE 6.

¹² 1AB 348–350; Khoo’s AEIC at [84] and [90]; Lim’s AEIC at [51] and [60]; 8/3/23 NE 6; 10/3/23 NE 46.

on 26 July 2021 to propose to Lim that the Property be sold in the open market and the net sale proceeds be divided equally between the parties.¹³

10 Various communications ensued between the parties, including the following. On 16 August 2021, NLC informed Lim to resolve the matter without further delay, failing which legal action might be taken. On 18 October 2021 (shortly after Khoo commenced this suit), Lim informed NLC that he had secured a loan from OCBC Bank and that he wanted to discuss with Khoo the steps to transfer Khoo’s “nominated shares” from the Property.¹⁴ On 19 October 2021, NLC responded to dispute that Khoo was merely a nominee owner of the Property or that his interest was equivalent to “nominated shares”.¹⁵ On 25 October 2021, Lim informed NLC that there was a prior verbal agreement between the parties that Khoo would be given “nominated shares” to assist Lim in obtaining the bank loan, and that Lim and Khoo held the Property as tenants-in-common in proportion of 99 to 1 respectively. Khoo claims this was the first time Lim had taken the position that the parties were tenants-in-common with Lim having a 99% beneficial interest in the Property.¹⁶

The parties’ causes of action

11 Khoo pleads that the parties agreed to purchase the Property jointly and share in the profits and/or rental income equally, and seeks an order for the sale of the Property and for the sale proceeds to be divided equally with Lim.¹⁷ In court, Mr Nakoorsha (Khoo’s counsel) clarified Khoo’s claim to be based on a

¹³ Khoo’s AEIC at [93]–[100].

¹⁴ 3AB 1021–1025; Khoo’s AEIC at [103]; Lim’s AEIC at [68]–[69].

¹⁵ 3AB 1026–1027; Khoo’s AEIC at [104]; Lim’s AEIC at [70].

¹⁶ Khoo’s AEIC at [105]; Lim’s AEIC at [71]; 3AB 1028–1030.

¹⁷ SOC at [6] and prayers (1) and (3).

common intention constructive trust that the parties would hold the Property in equal shares. But in closing submissions, he submitted that Khoo is not relying on a common intention constructive trust *per se*, but rather on the evidence which shows the parties had the common intention or agreement to own the Property as legal and beneficial joint tenants.¹⁸

12 Lim pleads that it was the common intention between the parties that he would make all payments towards the purchase of the Property and its related expenses; and that the parties agreed that Khoo would own only 1% of the Property (with Lim owning 99%) because he would assist Lim to apply for the bank loan. Alternatively, a presumption of resulting trust arises such that they hold the Property as tenants-in-common in shares proportionate to their respective contributions towards the acquisition of the Property. In this regard, Lim claims he made all the payments towards the purchase of, and expenses related to, the Property.¹⁹

13 In closing submissions, Mr Lim (Lim’s counsel) took the position (in light of the evidence) that there was no oral agreement as to the beneficial shareholding of the Property. As the Manner of Holding Document reflected the parties held the Property as joint tenants, Lim acknowledges that the parties did not follow through with the initial agreement, which (as Lim claims) was that he would have a 99% share in the Property.²⁰ Mr Lim, however, submits there is sufficient evidence of the parties’ respective financial contributions to the Property, and the court should thus apply the analysis of a presumed resulting

¹⁸ 24/8/22 NE 5; Plaintiff’s Closing Submissions (“PCS”) at [48].

¹⁹ Defence at [6], [26] and [27], and prayers (1) and (2).

²⁰ Defendant’s Closing Submissions (“DCS”) at [40]–[43].

trust instead. Mr Lim submits that Lim had made all the payments pertaining to the Property and he should thus hold 100% of the beneficial interest in it.²¹

14 Although Khoo claims he is not relying on a common intention constructive trust, his case is underpinned by an alleged agreement (or common intention) between the parties on the legal and beneficial ownership of the Property. I understand Khoo's submission to mean that the beneficial ownership of the Property should follow its legal ownership, and that there is no reason to depart from this. If so, in the present case, the purported common intention between the parties would be given effect to in equity through a common intention constructive trust to establish the parties' respective beneficial shares in the Property. Therefore, Khoo essentially relies on a common intention constructive trust, in the form of an agreement with Lim as to their beneficial interest; whilst Lim eventually relies on a presumed resulting trust. Both parties further submit that if they are unable to prove their respective claims of an agreement or common intention on the shareholding of the Property, the applicable legal test in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 ("*Chan Yuen Lan*") (see [16] below) should be adopted to determine the beneficial interest in the Property.²²

The law

15 The remedy of a common intention constructive trust is applied where it is clear there is a common intention among the parties as to how their beneficial interests are to be held (*Su Emmanuel v Emmanuel Priya Ethel Anne and another* [2016] 3 SLR 1222 ("*Su Emmanuel*") at [83]). The common

²¹ DCS at [99].

²² PCS at [55]; DCS at [7] and [44].

intention (which may subsist either at, or subsequent to, the time the property was acquired) can be express or inferred, and of which there must be sufficient and compelling evidence. The court cannot impute a common intention to the parties where one does not exist. However, in the absence of any evidence of a common intention between the parties as to how the beneficial interest in a property is to be held, the resulting trust remains the default analysis (*Su Emmanuel* at [83], citing *Chan Yuen Lan* at [158], [160(b)] and [160(f)]).

16 Where parties have contributed unequal amounts towards the purchase price of a property and who have not executed a declaration of trust as to how the beneficial interest in it is to be apportioned, it is not uncommon for claims of both a common intention constructive trust and a resulting trust to be made. The general approach in determining how the beneficial interest in a property is to be apportioned was laid down in *Chan Yuen Lan* (at [160]) which, for the purposes of this suit, sets out the framework as follows:

- (a) If there is sufficient evidence of the parties' respective financial contributions to the purchase price of the property, the parties are presumed to hold the beneficial interest in the property in proportion to their respective contributions (*ie*, the presumption of a resulting trust arises).
- (b) Despite (a) above, if there is sufficient evidence of a common intention that the parties should hold the beneficial interest in the property in a proportion different from that set out at (a), the parties will hold the beneficial interest in accordance with that common intention instead.
- (c) However, if there is insufficient evidence to establish a resulting trust as in (a) above or a common intention constructive trust as in (b)

above, then the parties will hold the beneficial interest in the property in the manner in which they hold the legal interest.

17 Whilst the approach in *Chan Yuen Lan* starts with analysing the existence of a presumed resulting trust, before examining if a common intention constructive trust had arisen, it is not the case that the analysis must always proceed in this sequence. This is especially if the parties put forward their foremost claim as premised on a common intention constructive trust and which, if proved, would under the *Chan Yuen Lan* framework negate the presumed resulting trust.

18 As Khoo relies on a purported oral agreement that the Property would be held in equal shares with Lim, I begin by considering whether there was such an agreement and the common intention constructive trust.

Khoo's claim

19 Khoo's case, as attested to in his AEIC, is premised on an oral agreement with Lim to jointly purchase the Property, on the understanding that they would both contribute to, and own, the Property in equal proportions (the "Oral Agreement") (see [3] above). I find there is insufficient evidence of the existence of the Oral Agreement, for the reasons below.

Discussions prior to the purchase of the Property in August 2017

20 First, it is unclear from Khoo's case whether such an Oral Agreement existed, or when it was formed, in relation to *the Property*.

21 Khoo asserts in his AEIC that sometime in January or February 2017, Lim approached him and suggested that they "put in funds" towards the

purchase of a property to be used as the Temple, and that it would be a “50/50” investment (the “First Conversation”). Khoo claims he did not agree to this proposal at that time, and that Lim followed up on his proposal with Khoo several times. However, Khoo stated in court that they had not discussed the parties’ respective financial contributions in relation to the purchase of a property at these meetings or conversations. In court, Khoo claimed that just before they started looking for a property together (which would have been after at least three conversations on the topic of jointly purchasing a property), they had then spoken about both parties making financial contributions towards its purchase in equal shares.²³ But it is unclear when this conversation took place. Khoo then shifted his account and claimed that Lim had, at the First Conversation, already told him that each party would contribute equally to the purchase price of the Property.²⁴ Khoo’s testimony shows that he himself was unclear as to when the Oral Agreement came about or what its terms were.

22 Khoo also claims in his AEIC that he had subsequently told Lim that he was agreeable to jointly purchase the Property, which conversation had taken place before they viewed the Property (the “Last Conversation”). He claims that he agreed to purchase the Property “based on [his] understanding” that the parties would contribute equally to the purchase price and own the Property beneficially in equal shares.²⁵ This “understanding”, if true, could only have been based on what had transpired at the purported First Conversation, which would have occurred long before the parties viewed the Property. As Khoo claimed in court, Lim had mentioned the “50/50” investment and shareholding only once, namely during the First Conversation. However, he then prevaricated

²³ 24/8/22 NE 59–60.

²⁴ 24/8/22 NE 61.

²⁵ Khoo’s AEIC at [22]; 24/8/22 NE 63.

and claimed that Lim had also expressly informed him at the Last Conversation that they would contribute equally to the purchase price and own the Property in equal shares, before backpedalling to claim that this had not happened and that his belief was merely based on his own understanding.²⁶

23 Khoo's own testimony, which was unclear and inconsistent, undermines his credibility in relation to the existence of the Oral Agreement. Even by his own case, the alleged common intention or agreement was based on his own assumptions derived from the very First Conversation, as opposed to any express agreement between the parties when they finally agreed to purchase the Property together.

Events at CLC's office on 15 September 2017

24 Second, the Manner of Holding Document stating that the parties held the Property as joint tenants, which Khoo relies on for his half-share in the Property, does not support his case of the Oral Agreement.

25 Khoo claims that during the 15/9/17 Meeting at CLC's office, before the parties signed the Manner of Holding Document, the lawyer and her secretary explained the document to the parties, including that a joint tenancy meant that the parties would own the Property in equal shares. The parties then allegedly confirmed their intention to hold the Property in equal shares.²⁷ However, in cross-examination, Khoo claimed that it was actually the secretary who had explained the document, and further claimed that he and Lim had, in the lawyer's and the secretary's presence, confirmed that they would hold the

²⁶ 24/8/22 NE 61–63.

²⁷ Further and Better Particulars of the Reply (dated 28 December 2021); Khoo's AEIC at [35].

Property beneficially in equal shares.²⁸ However, Khoo has not called either the lawyer or the secretary to corroborate his case.

26 In any event, the Manner of Holding Document does not support the alleged common intention as claimed by Khoo. The document, which Khoo claims was read and interpreted in Mandarin to the parties, clearly states that tenants-in-common hold distinct and separate shares in the property with no right of survivorship; whilst each joint tenant in a joint tenancy holds the whole property with a right of survivorship.

27 However, that the right of survivorship operates upon the demise of either party, does not mean that the parties evinced a common intention to share the Property beneficially in equal shares, while they were still alive. The passage from *Neo Hui Ling v Ang Ah Siew* [2012] 2 SLR 831 at [39] is instructive:

The intended consequences of the rule of survivorship operate after the death of one tenant, and say nothing whatsoever about what should happen while both tenants are alive. This is not to say that the rule of survivorship is incompatible with an intention that the joint tenants should also hold the property beneficially during their lifetimes. What this means is that the rule of survivorship sheds no light on the tenants' intentions as to their beneficial interests in the property while both are alive.

28 Hence, where co-owners have contributed unequal amounts towards the purchase price of a property, the apportionment of the beneficial interest in the property upon the death of one party should still be determined according to the framework set out in *Chan Yuen Lan*. In sum, the parties' alleged decision to be legal joint tenants is thus equivocal at best. It is also unlikely that they had intended that one party would own the Property wholly on the other party's demise. Likewise, that both parties are jointly and severally liable for the whole

²⁸ 24/8/22 NE 94.

sum of the outstanding mortgage or the Loan also does not support a common intention between them to hold the beneficial interest of the Property in equal shares. Khoo and Lim were merely friends, who had known each other for less than two years before they purchased the Property. That militates against an inference of a common intention between them to hold the beneficial interest in equal shares when they have contributed unequal amounts towards the purchase of the Property or its mortgage repayments.

Parties' respective financial contributions

29 Importantly, the documentary evidence shows that Lim contributed significantly more to the purchase of the Property. In this regard, the court may take into account the parties' subsequent conduct in determining whether there is a common intention, with the appropriate weight to be given to such evidence (*Tan Yok Koon v Tan Choo Suan and another and other appeals* [2017] 1 SLR 654 at [110]).

30 Lim contributed significantly more to the purchase of the Property even before the mortgage repayments were first made in November 2017 and before the TOP was obtained on 26 June 2018. I examine the parties' respective contributions up to December 2017 (including Khoo's contribution in terms of repaying the monthly mortgage repayments in November and December 2017) by way of illustration. I use this timeframe to assess the parties' respective contributions as Khoo alleges that the parties agreed that his half share of the contribution towards the purchase of the Property, after Khoo had made the first two mortgage repayments, would be offset by imputing rent of the Property to Lim. As Lim had sole use of the Property, Khoo claims that they thus agreed that his 50% contribution to the purchase of the Property was to grant Lim sole use of it without collecting rent from Lim, whilst Lim's 50% contribution to the

purchase of the Property was to pay the monthly mortgage repayments (the “Rental Agreement”).²⁹ I will deal with the purported Rental Agreement later.

Four cheques issued by Lim in August and September 2017 totalling \$165,400

31 It is not disputed that Lim issued the following four cheques for the purchase of the Property, amounting to \$165,400:

(a) On 9 August 2017, when the OTP was issued, Lim issued two cheques payable to Goldprime for the 5% booking fee of \$35,000, plus 7% in goods and services tax (“GST”) of \$2,450 respectively.³⁰

(b) On 1 September 2017, Lim issued a cheque for \$15,600 payable to the Commissioner of Stamp Duties for the purchase of the Property, and a cheque for \$112,350 payable to Goldprime, being the 15% exercise fee of the purchase price of the Property plus 7% GST.³¹

32 In relation to [31(a)] above, Khoo claimed in court that on 9 August 2017, during the viewing of T-Space, he and Lim orally agreed that they would contribute equally to the booking fee, and that Lim would pay first while Khoo would reimburse him 50% of the fee subsequently. However, I disbelieve that this oral agreement had occurred. It was not mentioned in Khoo’s AEIC. It is also convenient that, at the time of the purported conversation, Khoo claimed that he and Lim had been alone, despite Khoo having claimed that Angeline and Goldprime’s property agent had also been present during the viewing.³²

²⁹ 7/3/23 NE 68; Khoo’s AEIC at [77]–[78].

³⁰ 1AB 415; Lim’s AEIC at [18(b)].

³¹ 1AB 416–417; Lim’s AEIC at [20].

³² 24/8/22 NE 72–73.

33 In any event, when queried further as to when Khoo had purportedly reimbursed Lim for his half share towards the relevant payments, Khoo claimed that he had withdrawn three sums from Haratan's bank account on 15, 18 and 20 September 2017 of \$10,000, \$10,000 and \$5,000 respectively, and had then handed the cash to Lim. However, Khoo concedes there was no evidence to show that he had passed the three sums of cash to Lim.³³ Although he stated these sums in his AEIC as his contributions to the Property, he was curiously silent on what they represented and did not state that they pertained to the booking fee.³⁴ In any event, 50% of the booking fee and the corresponding GST do not amount to \$25,000. In court Khoo admitted he did not know the purpose of his purported payment of \$25,000 to Lim, other than to claim that it pertained to the Property.³⁵ Hence, Khoo has not shown on balance that he had given \$25,000 to Lim, much less that it was for the purposes of the Property, or that there was an agreement on 9 August 2017 that Lim would pay the booking fee and Khoo would reimburse Lim for his half share subsequently.

34 Further, although Khoo claimed in court that he had withdrawn cash on various occasions in September 2017 to reimburse Lim for his half share of the expenses at [31(b)] above, Khoo agreed there was no evidence to support this.³⁶

35 Hence, I find that the payments at [31] above were made by Lim wholly, with no contribution from Khoo despite his claim otherwise.

³³ 24/8/22 NE 73–74 and 76; 3 PB 423.

³⁴ Khoo's AEIC at [57] and [66].

³⁵ 24/8/22 NE 87.

³⁶ 24/8/22 NE 87 and 90.

Two cheques issued by Khoo on 15 September 2017 totalling \$5,121

36 On 15 September 2017, Khoo issued two cheques totalling \$5,121 as follows: (a) a cheque for \$4,900 payable to Goldprime for 7% GST payable on a progress payment for the Property; and (b) a cheque for \$221 payable to CLC for its fees and disbursements pertaining to the Property. This was pursuant to a letter from CLC on 14 September 2017 requesting for the payments.³⁷ However, Lim claims that he repaid Khoo the sum of \$5,121.

37 I reject Lim’s claim and find that Khoo had made these payments.

38 Lim’s claim is unsupported by any evidence. Also, his account as to how and when he had reimbursed Khoo is internally inconsistent. In his AEIC, he states that at the 15/9/17 Meeting, he forgot to bring his cheque book; as Khoo had his cheque book with him, Khoo issued the two cheques while, on the *next day*, Lim returned these sums to him in cash.³⁸ However, in court, after having had sight of Khoo’s bank statements (which shows cash of \$5,100 had been deposited into Khoo’s bank account on 15 September 2017), Lim then claimed that he recalled having handed Khoo \$5,100 in cash at the 15/9/17 Meeting.³⁹

39 Moreover, Lim’s explanation for his sudden recollection of events is unconvincing. Lim claimed that “coincidentally” he had the cash with him because he had collected that sum of cash from a customer of his Shop that morning. Lim also claimed that his cheque book was in the car “parked downstairs”. Hence, he had asked Khoo to pay first, but Khoo said that he did not have money in his bank account. Lim thus told Khoo to issue the cheque

³⁷ 1AB 170 and 418; Khoo’s AEIC at [45(a)], [45(b)], [47(a)], [47(b)].

³⁸ Lim’s AEIC at [24]–[25].

³⁹ 8/3/23 NE 27–30.

and that he would pay Khoo in cash, which Lim did “on the spot”.⁴⁰ Lim’s explanation is hard to believe. Aside from the sheer coincidence that he simply happened to have enough cash on him to pay Khoo “on the spot”, it makes little sense for Lim to ask Khoo for such a favour when he could have easily retrieved his own cheque book. Hence, I find that Lim was constructing an account in court, based on Khoo’s bank statements. Regardless, while Khoo’s bank statement reflects a sum of \$5,100 deposited on 15 September 2017, Lim has not proved that he had handed Khoo \$5,100 that day (or subsequently) or that the \$5,100 deposited in Khoo’s bank account emanated from Lim.

Two purported cash payments by Khoo in September and October 2017 totalling \$30,000

40 Next, Khoo claims that he gave Lim, in cash, the following sums as his contributions to the Property, namely: (a) \$20,000 around 16 September 2017; and (b) \$10,000 around 10 October 2017.⁴¹

41 Khoo claims he handed Lim cash for his share of the payments pertaining to the Property, but he did not keep track of these payments, relying on Lim to do so. However, there were times when he issued payment vouchers to Lim for this purpose.⁴²

42 In relation to the sum of \$20,000, Khoo relies on Haratan’s payment voucher dated 16 September 2017, which reflects this sum was paid to Lim (“Haratan’s 16/9/17 Voucher”).⁴³ Lim accepts that he received \$20,000 from

⁴⁰ 3PB 46; 8/3/23 NE 28–29.

⁴¹ Khoo’s AEIC at [61] and [64].

⁴² Khoo’s AEIC at [49] and [52]–[54].

⁴³ Khoo’s AEIC at [61]; 2PB 4.

Khoo as reflected in that voucher which he signed but claims that Khoo was partially repaying him for owing him money for goods that Khoo had purchased from his Shop.⁴⁴

43 I find that Haratan’s 16/9/17 Voucher does not support that Khoo had handed Lim \$20,000 for the Property; rather, the voucher supports Lim’s narrative that it was payment for goods Khoo purchased from the Shop. Haratan’s 16/9/17 Voucher expressly states the purpose was “payment for good[s]”. This description was typed by Mr Max Ong (“Max”), Haratan’s employee, and was approved by Khoo.⁴⁵ One would have thought that if the sums reflected therein were for the purpose of the Property (as Khoo claims), Khoo would have ensured the description in the voucher was accurate. Further, that Khoo had purchased goods from the Shop is not disputed by him.⁴⁶ Khoo could have called Max to attest to this voucher and its purpose, but he did not.

44 Additionally, Khoo, who had written the rest of the voucher, could not give a coherent explanation of its contents. In court, he stated that the words “\$10,000. At OCBC Bank under [Khoo]” meant that \$10,000 had been deposited into *his* bank account to pay for the Property. However, he also claimed that only \$10,000 (of the \$20,000 reflected in Haratan’s 16/9/17 Voucher) had been handed to Lim specifically for the Property, whilst the other \$10,000 was for Lim’s purposes but Lim had told him that he would then use it to pay for the Property later. When asked to clarify, Khoo stated that he could

⁴⁴ Lim’s AEIC at [8]–[9].

⁴⁵ 7/3/23 NE 3–4.

⁴⁶ 24/8/22 NE 19–23; 7/3/23 NE 3.

not recall and that he did not know whether \$10,000 had been deposited into his own bank account or even how he had handed the moneys to Lim.⁴⁷

45 Turning to the \$10,000 purportedly handed by Khoo to Lim on 10 October 2017, Khoo relies on a Haratan cash voucher of that date (“Haratan’s 10/10/17 Voucher”), which he claims to have issued to Lim and that Lim signed. Lim denies the authenticity of the voucher or that he received this \$10,000.⁴⁸

46 I find that Khoo has not proved that he handed \$10,000 to Lim on 10 October 2017. Haratan’s 10/10/17 Voucher does not state the purpose of the payment, and curiously, Lim’s purported signature therein is completely different from his signatures on other payment vouchers Khoo issued to him (including Haratan’s 16/9/17 Voucher).⁴⁹ Strangely, Khoo claimed that all the words on Haratan’s 10/10/17 Voucher, including the figure of “\$10,000”, were written by *Lim*. I thus find the voucher was fabricated by Khoo.

47 In sum, I find Khoo’s claim, of having handed Lim \$20,000 on around 16 September 2017 and \$10,000 on around 10 October 2017 for the purposes of the Property, is not made out.

Monthly mortgage repayments for November and December 2017 by Khoo

48 It is undisputed that the first two monthly mortgage repayments, in November and December 2017 of \$533.97 each, were made by Khoo by direct debit from an OCBC Bank account in the names of Khoo and Max.⁵⁰

⁴⁷ 7/3/23 NE 6–7, 9–11.

⁴⁸ 2PB 6; Khoo’s AEIC at [64]; Lim’s AEIC at [10]; 7/3/23 NE 15–17; 8/3/23 NE 49.

⁴⁹ 1AB 426; 2PB 4, 2PB 8 and 8A.

⁵⁰ 7/3/23 NE 59–61.

49 On 22 August 2017, OCBC Bank extended the Loan of \$560,000 to the parties. Khoo claims that the parties attempted to open a joint account at OCBC Bank for the purpose of the mortgage repayments, but this was rejected as the bank deemed Khoo to be a high-risk customer due to his business as a remittance service provider and money changer. He thus made the first two mortgage repayments. Lim, however, claims that he handed cash to Khoo to make the November and December 2017 mortgage repayments.⁵¹

50 I find that Lim has failed to prove that he had given Khoo money or reimbursed Khoo for the mortgage repayments. Lim admits there was no evidence to substantiate his claim and he was unable to recall when he had purportedly handed Khoo money in this regard.⁵² That Khoo made these payments ultimately from his joint account with Max does not affect my finding that the party who made the payments is Khoo, and not Lim.

Cheque of \$4,900 issued by Lim on 8 December 2017

51 On 8 December 2017, Lim issued a cheque for \$4,900 in favour of Goldprime for payment of 7% GST on a progress payment that was due.⁵³ I find that this payment was wholly made by Lim. Khoo's claim, that he reimbursed half of this amount to Lim subsequently,⁵⁴ is entirely unsubstantiated.

⁵¹ Khoo's AEIC at [75]–[76]; 7/3/23 NE 63; 8/3/23 NE 50.

⁵² 8/3/23 NE 51; Joint Table of Payments in Nakoorsha Law Corporation's letter dated 19 April 2023 ("Joint Table of Payments") at s/ns 7 and 8 of "Payments made by the Defendant".

⁵³ 1AB 266 and 419; Lim's AEIC at [35].

⁵⁴ Joint Table of Payments at s/n 6 of "Payments made by the Defendant".

Conclusion

52 As can be seen, Lim’s contributions to the purchase of the Property (at the time of its purchase and shortly after) were significantly more than Khoo’s. This is even if ancillary payments (such as for GST, stamp duty or legal costs) were disregarded and Khoo’s contributions through the monthly mortgage repayments for November and December 2017 were considered. Pertinently, Lim paid the 5% booking fee and the next 15% of the purchase price to exercise the option to purchase the Property. Suffice to say, the unequal contributions by the respective parties militate against the existence of the Oral Agreement.

Events after the parties fell out in October 2018

53 Finally, the conversations between the parties, after they fell out on around 14 October 2018 and Khoo indicated to Lim that he wanted to remove his name from the Property (see [8] above), do not show Khoo to have made a claim to an equal share of the Property. This casts further doubts on Khoo’s assertion of the Oral Agreement.

54 On 25 October 2018, Khoo sent a voice message to Lim, stating that he “[had] received [CLC’s] letter stating that your T-Space had been completed” and asking Lim to “remove my name from your property”.⁵⁵ I will return to this message when examining Lim’s case.

55 On 9 June 2020, the parties met to resolve the issue of removing Khoo’s name from the mortgage loan and Property. Again, neither of them mentioned Khoo having a 50% share or equal share in the Property, or words to that effect.⁵⁶

⁵⁵ 3AB 1000.

⁵⁶ 3AB 874–883; 7/3/23 NE 42–43; Lim’s AEIC at [54].

56 Then, on 20 October 2020, Khoo’s then lawyers, WK Fong & Co (“WKF”), informed Lim that Khoo wanted to sell his “half share” of the Property in the open market and asked if Lim would buy over his share (“WKF’s 20/10/20 Letter”). Lim claims that he was shocked to receive this letter as this was the first time that Khoo had claimed to be entitled to a half share in the Property. Lim further states that he thus called Khoo to ask why he was making such claims and that they then arranged to meet to discuss the matter.⁵⁷

57 It is not disputed that they met on 28 October 2020 to discuss essentially the removal of Khoo’s name from the Property. Strangely, despite having asserted in WKF’s 20/10/20 Letter his claim to a “half share” in the Property, Khoo did not explicitly mention or reiterate his claim to be entitled to a “half share” or 50% share (or words to those effect) when they met; nor did either party mention or acknowledge that Khoo had a half share in the Property. Whilst Khoo had, at the meeting, asked Lim about Lim “[taking] over” or getting “someone else to buy this position”, and Khoo had also referred to himself as “the seller” of the Property,⁵⁸ this does not support Khoo’s claim of the Oral Agreement or common intention to own the Property beneficially in *equal* shares. In any event, I find WKF’s 20/10/20 Letter to be self-serving and thus give no weight to Khoo’s claim therein of a half share in the Property. It is pertinent to note that that was the first time Khoo had set out in black and white his claim to be beneficially entitled to a half share in the Property.

58 Finally, in a telephone conversation between the parties on 18 June 2021, where Khoo told Lim to essentially resolve the issue by finding a buyer

⁵⁷ 2AB 759; Lim’s AEIC at [55]–[56].

⁵⁸ 3AB 884–909; Khoo’s AEIC at [88]; Lim’s AEIC at [57]; 7/3/23 NE 46.

for the Property or selling his flat to come up with the money to purchase it, Khoo also did not claim to have a half share in the Property.⁵⁹

Conclusion of Khoo’s claim

59 In sum, I find that Khoo has failed to prove his claim of the Oral Agreement or that there was any common intention or agreement that the parties would own the Property in equal shares.

Lim’s claim

60 Lim’s case is premised on an oral agreement with Khoo, formed sometime in mid-2017 and before they viewed the Property together in August 2017, that Khoo and he would hold the Property as tenants-in-common in the proportion of 1% to 99% respectively (the “Alternative Agreement”). Khoo was merely assisting Lim to obtain a bank loan but did not wish to be responsible for contributing to the purchase of the Property. Lim attests that he understood from Angeline (who assisted the parties to obtain a loan) that the bank would only approve a loan to the parties if they held the Property as joint tenants. Hence, the parties agreed to hold the Property as joint tenants, with Khoo as a “nominal owner” to obtain the Loan (see also [4] above).⁶⁰

61 To support the existence of the Alternative Agreement, Lim relies primarily on: (a) Khoo’s statement at the site office of T-Space on 9 August 2017 that he would not be responsible for making any payments towards the purchase of the Property; and (b) his claim to have contributed to the whole purchase price and expenses related to the Property including the mortgage

⁵⁹ 3AB 915–923; Lim’s AEIC at [62].

⁶⁰ Lim’s AEIC at [15] and [17].

repayments, renovation costs and maintenance. In closing submissions, Mr Lim then relied, instead, on a presumed resulting trust based on the financial contributions by the respective parties and submitted that Lim had contributed entirely to the purchase of the Property and thus held 100% beneficial interest in it (see [13] above).

62 I find that the evidence does not support the existence of the Alternative Agreement or that Lim had paid the entire purchase price of the Property.

Site visit on 9 August 2017

63 Lim claims that on 9 August 2017, after the viewing of T-Space, the parties, along with Angeline and Henry, went to Goldprime’s office (located next to the site of the T-Space development) to sign the OTP.⁶¹ Lim claims that, in the presence of Khoo, Angeline and Henry: (a) the parties discussed that Lim would make all payments towards the purchase of the Property; and (b) Khoo was very vocal in emphasising that he would not be responsible for making any payments towards the purchase of the Property, although his name would be on the title deed (the “9/8/17 Conversation”). Henry, who was called as Lim’s witness, attested to the 9/8/17 Conversation having occurred.⁶²

64 However, Khoo attests that he did not attend at Goldprime’s office to sign anything on 9 August 2017, and that he did not have sight of the OTP until around 22 August 2017 when OCBC Bank approached him to execute the loan agreement. He further denies the 9/8/17 Conversation. On the contrary, he claims that the parties had discussed the payment of the 5% booking fee and agreed that they would bear it in equal proportions; and that Lim would issue

⁶¹ 10/3/23 NE 34–36.

⁶² Lim’s AEIC at [18]; Henry’s AEIC at [11]; 7/3/23 NE 103–104.

the cheque first and Khoo would reimburse Lim for his half share.⁶³ I have already dealt with Khoo's claim as such at [32] above.

65 It is undisputed that the parties did not sign the OTP on 9 August 2017. This point is immaterial in any event. Lim could have been mistaken that he had signed the OTP, just as Khoo was mistaken that he had not signed anything on that day. As Angeline attested, and which I accept, the parties signed a Purchasers' Particulars form on that day, which was returned to Goldprime, and the 5% booking fee was also paid.⁶⁴

66 Nevertheless, I reject Lim's claim and Henry's testimony of the 9/8/17 Conversation having occurred. I prefer Angeline's testimony in this regard. Angeline, who Lim claims was present at that time, attests that there was no discussion as to how the purchase price of the Property would be borne nor the manner of holding of the Property by each party, and denies the 9/8/17 Conversation occurred.⁶⁵ I find Angeline to be impartial in this regard. She was known to both Khoo and Lim, having been a volunteer at the Temple and having acted as their property agent in the purchase of the Property.

67 On the other hand, I find Henry to be a partial witness who attempted to align his testimony to support Lim's case.

68 In their respective AEICs, Lim and Henry claimed that it was sometime in June 2017 that Lim had first discussed with the committee members of the Temple his intention to purchase a property for the Temple and the Shop.⁶⁶ But

⁶³ Khoo's AEIC at [27]–[28]; 24/8/22 NE 66–72.

⁶⁴ 24/8/22 NE 67; 10/3/23 NE 11–13.

⁶⁵ 10/3/23 NE 10 and 36.

⁶⁶ Lim's AEIC at [12]; Henry's AEIC at [6].

in court, Lim claimed that he had approached Khoo in January or February 2017 (after Chinese New Year) during a committee members' meeting to suggest buying a property together for the use of the Temple.⁶⁷ Henry also states in his AEIC that it was in August 2017 that: (a) he understood Lim would purchase the Property with Khoo to secure a bank loan; (b) he understood Khoo agreed to assist Lim in this regard but did not wish to make any payment towards the Property; and (c) he was aware of the common understanding between the parties that Lim would be solely responsible to pay for the Property.⁶⁸ But in court, Henry claimed this understanding was based on what had transpired in June 2017 during a committee meeting at the Temple; then shifted his account again, claiming that this meeting occurred earlier, after Chinese New Year in 2017; and claimed there were “many meetings” and so he “[did not] have much impression”.⁶⁹ Henry’s testimony was inconsistent and unreliable.

69 Further, Henry attests in his AEIC that he recalled Lim informing him that the parties had agreed to Lim owning 99% of the Property and Khoo owning 1%.⁷⁰ In court, he then asserted that Khoo had also said the same, but failed to elaborate on his assertion merely stating that he had been a volunteer at the Temple for a long time and had “heard” Khoo saying this.⁷¹

70 Finally, Henry was adamant that Khoo did not contribute “a cent” towards the Property and claimed that Lim paid the entire purchase price. But his AEIC was bereft of details to support his assertions. In court, he belatedly

⁶⁷ 7/3/23 NE 101.

⁶⁸ Henry’s AEIC at [8]–[9]; 9/3/23 NE 19.

⁶⁹ 9/3/23 NE 8 and 18.

⁷⁰ Henry’s AEIC at [10].

⁷¹ 9/3/23 NE 15.

claimed that Lim had paid Khoo cash for the cheques that Khoo issued,⁷² which claim was also unsubstantiated.

Financial contributions from 2018

71 In Closing Submissions, Lim no longer relied on the Alternative Agreement, and instead submitted his claim should be based a resulting trust analysis premised on the parties’ respective financial contributions. I thus proceed to examine the parties’ financial contributions from January 2018 (as I have dealt with their contributions up to December 2017). My findings on this issue will also show the existence of the Alternative Agreement to be doubtful.

Monthly mortgage repayments and purported Rental Agreement

72 It is undisputed that Lim made all the monthly mortgage repayments from January 2018 onwards.

73 Khoo relies on the purported Rental Agreement (see [30] above) and attests as follows. Around 23 August 2017, he and Lim executed the Loan. He was jointly and severally liable with Lim to repay the Loan, and this was in line with the parties’ agreement to contribute equally to the purchase of the Property. Their attempt to open a joint account at OCBC Bank to make the mortgage repayments was rejected by the bank. Khoo thus made the first two mortgage repayments in 2017, and Lim then told him that he (Lim) would make the rest of the mortgage repayments “moving forward” and that Khoo need not pay anything more as Lim was intending to use the Property for the Temple and the Shop (“the Conversation”). It was after the Conversation that Lim started paying the monthly mortgage repayments from January 2018, and Khoo’s half share

⁷² Henry’s AEIC at [21] and [23]; 9/3/23 NE 13–14.

contribution to the same was to allow Lim sole use of the Property without collecting rent from him.⁷³

74 Lim denies the Rental Agreement and pleads that he did not have to pay any rent (or imputed rent) to Khoo as he is the owner of the Property.⁷⁴ Lim claims that he also made the November and December 2017 monthly mortgage repayments by handing cash to Khoo for Khoo to do so on his behalf. I have rejected Lim's claim that he gave Khoo money or reimbursed Khoo for the November and December 2017 mortgage repayments, and found that it was Khoo who made these payments (see [50] above).

75 Nevertheless, I find there is insufficient evidence to show the existence of the Rental Agreement.

76 Khoo's claim of the Rental Agreement is unsubstantiated. His claim as to when the Rental Agreement was made, was also inconsistent. Khoo stated in his AEIC that it was after making the December 2017 mortgage repayment that they had the Conversation. But in court, he claimed the Conversation had occurred on 9 August 2017 when they decided to purchase the Property (as it was on that day that Lim had first informed Khoo that he wanted to use the Property for both the Temple and the Shop), and that the Conversation had even taken place before that date or on a few occasions.⁷⁵

77 Further, if the quid pro quo for not contributing to the rest of the mortgage repayments was premised on Lim's sole use of the Property, then it is

⁷³ Khoo's AEIC at [37] and [75]–[78].

⁷⁴ Defence at [16].

⁷⁵ Khoo's AEIC at [24]; 24/8/22 NE 51–52.

strange that Lim took on the obligation of all the mortgage repayments *from January 2018*, before the TOP had been obtained around 26 June 2018. Khoo then claimed that when he had asked Lim about how to settle the rest of the mortgage repayments, Lim had said that he would pay the mortgage “after he moved in”.⁷⁶ But Khoo’s version is contradicted by the fact that Lim started making the mortgage repayments for about six months even before he could move into the Property. It is not disputed that Khoo knew and agreed, by around end December 2017, that Lim would take over the mortgage repayments (via payment through Lim’s OCBC Bank account).⁷⁷

\$2,450 cheque dated 28 March 2018 issued by Melvin Pung to Goldprime

78 I next deal with a cheque dated 28 March 2018 for \$2,450, issued by Angeline’s colleague, Mr Melvin Pung (“Melvin”), to Goldprime for 7% GST on a progress payment for the Property.⁷⁸

79 Khoo claims that the parties were unable to attend at CLC’s office to make the payment before the deadline; that Angeline thus assisted by asking Melvin to do so; and that Khoo subsequently repaid this amount to Angeline, which Angeline then passed to Melvin.⁷⁹ Lim, however, claims that he requested Angeline to make the payment on his behalf, that Melvin then issued a cheque to do so, and that Lim repaid Angeline in cash shortly after. Lim further states that he could not recall if he passed the money to Angeline before or after Melvin had issued the cheque.⁸⁰

⁷⁶ 7/3/23 NE 68–69.

⁷⁷ 7/3/23 NE 62–63; 3AB 825.

⁷⁸ 1AB 275 and 420; 10/3/23 NE 52.

⁷⁹ Khoo’s AEIC at [72].

⁸⁰ Lim’s AEIC at [36]; 8/3/23 NE 51–52.

80 I find both Khoo's and Lim's versions of events to be unsatisfactory, unsupported by any independent evidence, and even contradicted by Angeline. Whilst Khoo claimed that he had passed a sum of \$2,450 to Angeline (for Angeline to forward to Melvin), Angeline claimed that Khoo had paid Melvin directly by interbank transfer, which she claimed to have verified with Melvin. Angeline also denied that Lim had handed her cash to repay Melvin.⁸¹

81 That said, I find Angeline's assertion that it was Khoo who discharged this sum of \$2,450 by paying Melvin directly to be unreliable. She admitted that she did not know for a fact whether Khoo had transferred money to Melvin and that she was merely guessing on the basis that Lim (as she claimed) did not know how to do an interbank transfer. Angeline's evidence (that Khoo paid Melvin directly) is also at odds with Khoo's claim that he gave her the money. Melvin was also not called as a witness to corroborate Angeline's testimony, and more importantly, Khoo's bank statements for the contemporaneous period did not record any such transfer from his bank account to Melvin's account.⁸²

82 Given the unsatisfactory state of the evidence, I thus attribute this \$2,450 payment to both Khoo and Lim equally.

\$7,350 cheque dated 24 April 2018 issued by Khoo to Goldprime

83 On 16 April 2018, CLC informed both parties of a payment due to Goldprime of \$7,350, being 7% GST payable on a progress payment. It is not disputed that Khoo issued a cheque dated 24 April 2018 payable to Goldprime for that amount. Lim attests in his AEIC that he had requested Khoo to issue the

⁸¹ 10/3/23 NE 42.

⁸² 10/3/23 NE 18, 38–39.

cheque first, which Khoo did on 24 April 2018, and that he then repaid Khoo the amount in cash shortly thereafter.⁸³

84 I find that Khoo made this payment to Goldprime and that Lim has failed to show that he had contributed any amount to this. In court, Lim claimed he had first given Khoo two sums totalling \$7,500 which Khoo had deposited into his bank account to issue the cheque dated 24 April 2018. But this contradicts his own AEIC evidence above. Lim then subsequently claimed he was unable to recall whether he had passed cash to Khoo before or after Khoo had issued the cheque.⁸⁴ Lim’s testimony is inherently inconsistent and I thus find his claim, that he had given Khoo \$7,500 in cash before Khoo issued the cheque, to be a reconstruction of his evidence after he had sight of Khoo’s bank statements.

Six cheques issued by Khoo in July 2018 totalling \$22,439.45

85 Next, Khoo issued to Goldprime the following six cheques, amounting to \$22,439.45 (“\$22,439.45 Payment”):

- (a) a cheque dated 2 July 2018 of \$2,450 for 7% GST payable on a progress payment of 5% of the purchase price of the Property;⁸⁵
- (b) a cheque dated 2 July 2018 of \$0.45, being late interest payment on the GST payable on the progress payment at [(a)] above;⁸⁶
- (c) a cheque dated 2 July 2018 of \$326.33 for survey fees;⁸⁷

⁸³ 1AB 287 and 421; Khoo’s AEIC at [45(c)] and [47(c)]; Lim’s AEIC at [37].

⁸⁴ 7/3/23 NE 36; 8/3/23 NE 33–35; 3PB 188.

⁸⁵ 1AB 300 and 423; Khoo’s AEIC at [47(e)].

⁸⁶ 1AB 300 and 423; Khoo’s AEIC at [47(d)].

⁸⁷ 1AB 324 and 424; Khoo’s AEIC at [47(f)].

(d) a cheque dated 10 July 2018 of \$17,150 for 7% GST payable on various progress payments for the Property;⁸⁸

(e) a cheque dated 10 July 2018 of \$500, pursuant to cl 13.7(b) of the SPA, being a deposit payable to Goldprime from which deductions may be made to make good any damage caused by the purchaser to the common parts of T-Space;⁸⁹ and

(f) a cheque dated 10 July 2018 of \$2,012.67, being payment of six months' maintenance fees.⁹⁰

86 Lim claims that Khoo issued the six cheques at his request as he was then busy. Lim further claims that at that time, Khoo owed him \$23,000 for purchases he had made from the Shop, and the parties agreed to set off the \$22,439.45 Payment from the \$23,000 that Khoo owed to Lim. Hence, on around 29 August 2018, Khoo issued to Lim a payment voucher which recorded this set-off (“29/8/18 Payment Voucher”). After the set-off, Khoo still owed Lim \$560.55, which he paid to Lim in cash.⁹¹

87 Lim elaborated in his AEIC as follows. Khoo had previously purchased religious items from the Shop, including a set of Buddhist statues for \$50,000 on 20 August 2017, for which Lim produced an invoice of that date (“20/8/17 Invoice”). Between September to December 2017, Khoo purchased other items and, together with the Buddhist statues, he owed Lim around \$63,000 in total. On around 16 September 2017, Khoo repaid Lim \$20,000. I have earlier found

⁸⁸ 1AB 324 and 424; Khoo’s AEIC at [47(g)].

⁸⁹ 1AB 69; 1AB 324 and 424; Khoo’s AEIC at [47(h)].

⁹⁰ 1AB 324 and 424; Khoo’s AEIC at [47(i)].

⁹¹ Lim’s AEIC at [41]–[42]; 2PB 8 and 8A; 7/3/23 NE 21.

this \$20,000 payment by Khoo was for goods purchased from the Shop (see [43] above). Lim claims that Khoo thus owed \$43,000 and Khoo repaid: (a) \$20,000 on around 5 July 2018, upon Lim’s request, to a POSB Bank account belonging to Mr Winston Fong (“Winston”), who was Lim’s business associate; and (b) \$23,000 via the set-off at [86] above.⁹²

88 However, in court, Lim claimed that what he had stated in his AEIC was incorrect. After having had sight of Khoo’s unredacted bank statements, which showed deposits of \$3,000 cash and \$20,000 cash into Khoo’s bank account on 2 July and 5 July 2018 respectively, Lim claimed to recall that he had handed Khoo these two sums for Khoo to make the \$22,439.45 Payment to Goldprime, and that he could not recall when he gave Khoo these amounts because it had happened a long time ago. After Lim handed Khoo \$23,000 in total (for the \$22,439.45 Payment), Khoo returned him the balance of \$560.55, and this is reflected in the 29/8/18 Payment Voucher.⁹³

89 Whilst Khoo admits that he had purchased some Buddhist statues from the Shop (amongst other items) and some items from the Temple, he claims the purchases never amounted to \$50,000 as stated in the 20/8/17 Invoice. Khoo disputes the 20/8/17 Invoice, which reflects the Shop’s premises as being at Eu Tong Sen Street, when (it is undisputed) that he first met Lim at the Shop after it had relocated to Katong Shopping Centre.⁹⁴ Essentially, Khoo disputes he owed Lim a total of \$63,000 for items he had previously purchased from Lim, and maintains that the \$22,439.45 Payment was his contribution to the Property and for which Lim did not reimburse him.

⁹² Lim’s AEIC at [8] and [9]; DB 6 and 9; 7/3/23 NE 19.

⁹³ 3PB 210; 8/3/23 NE 36–39 and 64.

⁹⁴ 24/8/22 NE 19–22, 40 and 41; 7/3/23 NE 86.

90 I accept, on balance, Lim’s version that he had reimbursed Khoo for the \$22,439.45 Payment. The 29/8/18 Payment Voucher, *written and issued by Khoo*, is cogent evidence supporting that Lim had handed Khoo \$23,000 to make the \$22,439.45 Payment. This is even if Lim initially offered a different version of events, and regardless of whether Khoo had owed Lim money for having purchased goods from Lim (as at [86]–[87] above).

(a) Khoo attested in his AEIC that he had handed Lim \$560.55 in cash (as reflected in the 29/8/18 Payment Voucher), and the description on the voucher was for payment relating to the Property.⁹⁵ Whilst Khoo claims this was his contribution of \$560.55 to the Property, he was unable to explain why he needed to pay such a specific sum (down to 55 cents) to Lim for the Property, or *what the purpose of this amount was*.⁹⁶ Indeed, Khoo admitted in court that the \$560.55 amount was derived from deducting the \$22,439.45 Payment from the sum of \$23,000.⁹⁷

(b) Pertinently, there was no reason why Khoo would set out in the 29/8/18 Payment Voucher the six separate sums that *he* had made to “Goldprime” (at [8585] above), if Khoo merely wanted a written acknowledgement for the sum of \$560.55 which he handed to Lim. It is strange that instead of setting out the purpose of paying Lim \$560.55, he set out in detail the six cheque payments. The words “Cash \$23,000” on the 29/8/18 Payment Voucher, written by Khoo, support Lim’s claim that he had handed Khoo \$23,000.⁹⁸

⁹⁵ Khoo’s AEIC at [65].

⁹⁶ 7/3/23 NE 28.

⁹⁷ 7/3/23 NE 22–23.

⁹⁸ 7/3/23 NE 21.

91 Hence, the 29/8/18 Payment Voucher, taken together with the testimony of the parties, point on balance to Lim’s claim that he had given Khoo \$23,000 (reflected as “Cash \$23,000” on the voucher), which pertained to the \$22,439.45 Payment (as reflected on the voucher) and for which Khoo then gave Lim change of \$560.55. Thus, I reject Khoo’s claim to have contributed \$22,439.45 by virtue of the \$22,439.45 Payment and a further \$560.55 (as reflected on the 29/8/18 Payment Voucher) to the Property. On the contrary, I find that it was Lim who contributed \$22,439.45 towards the Property (for the items listed at [85] above), by handing Khoo money for the six cheques issued.

\$20,000 transferred by Khoo on 6 July 2018

92 Khoo claims that on one occasion, Lim had requested for a rather large sum of money from Khoo, and Khoo suggested depositing cash into Lim’s bank account. Lim then sent Khoo a WhatsApp message on 5 July 2018 to say, “Good morning Towkay. You can make transfer to my Posb acc. 146-xxxxx-0” (the “Message”). Hence, on 6 July 2018, Khoo made a cash deposit of \$20,000 to that account (the “\$20,000 Transfer”). It is undisputed that the POSB Bank account was Winston’s bank account (see [87] above).⁹⁹

93 Lim claims that Khoo owed him a total of \$63,000 for items purchased from him, and Khoo was discharging this debt partially by making the \$20,000 Transfer. Hence, he sent the Message to Khoo, having “cut and paste” Winston’s message to him.¹⁰⁰

94 It cannot be disputed that the \$20,000 Transfer was a payment from Khoo to Lim, even if Lim had asked Khoo to transfer the sum to a bank account

⁹⁹ 3AB 823–824; Khoo’s AEIC at [69]; 7/3/23 NE 18–19.

¹⁰⁰ Lim’s AEIC at [9(b)].

belonging to a third party. However, I find there is insufficient evidence to support Lim's claim that the \$20,000 Transfer was a partial discharge of Khoo's debt to him. Even if I accept that Khoo owed him some money for purchases of items from the Shop, or that the 20/8/17 Invoice was genuine, there is no evidence of a link between the 20/8/17 Invoice and the \$20,000 Transfer made on 6 July 2018.

95 That said, I find that Khoo is unable to show the purpose of handing Lim the \$20,000 pertained to the Property and particularly for its acquisition. Khoo's AEIC was bereft of any explanation. His claim in court, that he understood this sum to be for the Property as Lim had informed him over the phone as such, is unsupported and I find to be an afterthought.¹⁰¹ There is also no independent evidence to support the purpose of Khoo handing Lim this \$20,000, such as a letter from the lawyers to indicate that this was for a progress payment pertaining to the Property. It also could not be Khoo's contribution to the mortgage repayments. Khoo did not make any mortgage repayments after December 2017 as he claimed that the parties had agreed that, moving forward, he need not do so since Lim would be using the Property solely.

Various instances of cash purportedly handed by Khoo to Lim

96 I turn to Khoo's claim of six sums of cash (the "Six Sums") which he withdrew from Haratan's bank account and purportedly handed to Lim, namely: (a) \$2,000 withdrawn on 27 February 2018; (b) \$3,169 withdrawn on 3 April 2018; (c) \$2,000 withdrawn on 9 April 2018; (d) \$10,000 withdrawn on 10 July 2018; (e) \$8,000 withdrawn on 13 July 2018; and (f) \$1,000 withdrawn on 23

¹⁰¹ 7/3/23 NE 19.

July 2018.¹⁰² Lim’s case is that he contributed entirely to the purchase price of the Property and its related expenses and disputes the Six Sums.¹⁰³

97 I find that Khoo has not shown that the Six Sums were handed to Lim, let alone that they were for the purposes of the Property. As the Six Sums were withdrawn from Haratan’s bank account, one would have thought that Khoo could have produced Haratan’s internal and contemporaneous records to show to whom the moneys were paid, but he did not do so.

Conclusion on the financial contributions from 2018

98 My above findings support that Lim’s claim of the Alternative Agreement cannot be sustained. In particular, I have found that Khoo had even, in April 2018 (long after the SPA had been executed), continued to contribute some \$7,350 towards the purchase of the Property (for GST payment on a progress payment – see [83]–[84] above).

Correspondence between parties after they fell out

99 I turn to the correspondence and conversations between the parties, after they had a disagreement and fell out (on around 14 October 2018), which cast further doubts on Lim’s claim of the Alternative Agreement.

100 On 25 October 2018, Khoo sent Lim a voice message (the “25/10/18 Message”), wherein Khoo stated that he “[had] received [CLC’s] letter stating that your T-Space had been completed”, reminded Lim of what Lim had said during their earlier quarrel that “[they] have nothing to do with each other”, and

¹⁰² Khoo’s AEIC at [58]–[60]; 3PB 425–427, 430–431.

¹⁰³ Lim’s AEIC at [73]; Joint Table of Payments at s/ns 10, 12, 13, 22, 23 and 24 of “Payments made by the Defendant”; 24/8/22 NE 81; 7/3/23 NE 13–14.

asked Lim to “remove my name from your property”.¹⁰⁴ Lim relies on this message to support the existence of the Alternative Agreement.

101 I find the 25/10/18 Message, which must be read in the context of the surrounding circumstances, to be equivocal. Khoo explained that this message came about because the parties had agreed that Lim would buy over Khoo’s interest in the Property after they had quarrelled and decided to part ways. Lim does not dispute that Khoo no longer wished to be associated with Lim or the Temple and wanted his name removed from the title of the Property.¹⁰⁵ Thus, I accept Khoo’s explanation for referring to the Property as Lim’s property at that time, as the parties had already agreed that Khoo would give up his share in the Property through a buy-out by Lim.¹⁰⁶

102 That the 25/10/18 Message is equivocal can also be seen from Lim’s reply to Khoo on 28 October 2018 to state, “Remember this thing ... it’s not me who chased you out of it. It’s you who did not want this thing ... It’s you who did not want it; I did not chase you out of it.”¹⁰⁷ Lim did not, in this message, state categorically to Khoo that it was his (Lim’s) Property anyway. Instead, it is strange that Lim would be concerned to put on record that it was Khoo who wanted out and not that Lim was chasing him away, if the Property belonged to Lim all along (with Khoo merely being a nominee owner).

103 Further, when Lim received WKF’s 20/10/20 Letter, which he claims was a shock to him as this was the first time that Khoo claimed to have a half

¹⁰⁴ 3AB 1000.

¹⁰⁵ Lim’s AEIC at [48].

¹⁰⁶ Khoo’s AEIC at [82]–[83]; 7/3/23 NE 37–40.

¹⁰⁷ 3AB 1001.

share in the Property (see [56] above), there is no evidence that Lim immediately or soon after informed Khoo that he was mistaken or refuted Khoo’s claim as such. Lim’s claim, that he had “hurriedly” called Khoo on the same day to ask why Khoo had made such a claim,¹⁰⁸ is unsubstantiated.

104 The parties then met on 28 October 2020 to discuss how to resolve the issue of removing Khoo as an owner of the Property (see [57] above) (the “28/10/20 Conversation”). Yet the 28/10/20 Conversation does not show Lim having confronted Khoo to ask him why he had made the earlier claim in WKF’s 20/10/20 Letter, or to inform Khoo that he was merely a nominal owner of the Property. This is despite Lim’s assertion to have been shocked by Khoo’s claim just a week earlier, and although the parties alluded to WKF’s 20/10/20 Letter in the 28/10/20 Conversation.¹⁰⁹

105 After their 28 October 2020 meeting, Khoo sent a WhatsApp message to Lim to record that they had met and had agreed to give Lim a month to make the arrangements for “taking over [Khoo’s] property share being process [*sic*]”.¹¹⁰ Again, Lim did not inform or clarify with Khoo that Khoo’s share in the Property was a nominal share or remind Khoo of the Alternative Agreement. Lim replied merely to say that he would settle the matter as soon as possible.

106 In December 2020, Lim informed Khoo that Sally would assist in applying for refinancing of the Property jointly with Lim and forwarded Sally’s personal particulars to Khoo for Khoo to get his lawyers to prepare the

¹⁰⁸ Lim’s AEIC at [56]; 8/3/23 NE 10.

¹⁰⁹ 3AB 896–897.

¹¹⁰ 3AB 857; Lim’s AEIC at [58].

paperwork.¹¹¹ On 4 January 2021, WKF (acting on Khoo’s behalf) sent a letter to CLC enclosing a draft option to purchase for Lim and Sally to purchase Khoo’s interest in the Property (“WKF’s 4/1/21 Letter”). The draft option to purchase expressly stated the sale price of Khoo’s share as \$350,000, *ie*, 50% of the value of the Property at that time. This was based on a valuation of the Property at \$700,000 which Lim was aware of. Lim knew of WKF’s 4/1/21 Letter at that time and of the terms the draft option to purchase enclosed.¹¹² Yet, he did not object to the terms nor ask a lawyer for advice on the matter, despite WKF sending a follow-up letter to CLC on 21 January 2021.¹¹³ His lack of response to Khoo’s offer to sell Khoo’s share of the Property to him for essentially 50% of its value casts doubt on his claim of the Alternative Agreement.

107 When there was no action from Lim to resolve the transfer of Khoo’s share of the Property to Lim, Khoo’s lawyers (NLC) wrote to Lim on 26 July 2021 to propose that the Property be sold in the open market and the net proceeds of sale *be divided equally* between the parties; and wrote to Lim again on 16 August 2021 to reiterate the proposals in the letter of 26 July 2021.¹¹⁴ Still, Lim did not refute Khoo’s claim of an equal share in the Property.

108 It was not until Khoo commenced this suit and served the court papers on Lim on 12 October 2021 that Lim then emailed Khoo on 18 October 2021 to state, for the first time, that Khoo’s shares were “nominated shares”, which Khoo promptly rebutted via NLC’s letter on 19 October 2021. Lim then

¹¹¹ Khoo’s AEIC at [90]; Lim’s AEIC at [60]; 3AB 859.

¹¹² Khoo’s AEIC at [93]; 2AB 771–778; 8/3/23 NE 14, 20–23.

¹¹³ 8/3/23 NE 23; 2AB 779; Khoo’s AEIC at [94].

¹¹⁴ Khoo’s AEIC at [96],[100] and [102]; Lim’s AEIC at [64]–[65]; 3AB 1004–1006 and 1021–1022.

responded on 25 October 2021 to claim, for the first time, that the parties had verbally agreed that the Property would be held by them as tenants-in-common with 1% share to Khoo and 99% share to Lim.¹¹⁵

109 Lim's belated claims, of Khoo holding his share as a nominee or that Khoo's beneficial shareholding in the Property was merely 1%, all expressed only after Khoo had commenced court proceedings, militate against the existence of the Alternative Agreement. In as much as I have found WKF's 20/10/20 Letter to be self-serving for Khoo and does not support Khoo's claim of the Oral Agreement, Lim's belated responses also do not assist his claim of there being an Alternative Agreement.

Conclusion on Lim's claim

110 In sum, I find that Lim has also failed to prove his claim of the Alternative Agreement or a presumed resulting trust wholly in his favour.

Computation of parties' respective financial contributions to the Property

111 In summary, I reject both parties' claims and find there is insufficient evidence of a common intention that the parties held the beneficial interest in the Property in the proportions as Khoo or Lim claims. In this regard, I find both parties' evidence to be far from satisfactory in relation to what transpired when they decided to purchase the Property together. Their respective assertions to have given moneys (especially in cash) to the other to discharge the purchase price were also sorely lacking in supporting evidence, although they could have easily kept a contemporaneous record (*eg*, by obtaining a written acknowledgement or by a simple WhatsApp message) especially given the

¹¹⁵ Lim's AEIC at [68]–[71]; Khoo's AEIC at [103]–[105]; 3AB 1023 and 1026–1028.

substantial sums which purportedly changed hands. It is also unbelievable that Khoo relied on Lim to keep records of payments that he purportedly made to Lim for the Property, as he claimed (see [41] above), without more.

112 As there is sufficient evidence of the parties' respective financial contributions to the purchase price of the Property, it will be presumed that they hold the beneficial interest in the Property in proportion to their respective contributions as such. At this juncture, I discuss the types of contributions that can be considered for the purposes of determining the parties' respective shares under a resulting trust.

113 First, any progress payment towards the purchase price of the Property (including the 5% booking fee and 15% of the purchase price paid on execution of the SPA) would, in my view, constitute direct contributions to the purchase price for the purposes of computing the parties' beneficial interest in the Property.

114 Second, there is no reason why ancillary costs of purchasing the Property (such as GST, stamp duty, legal fees and survey fees) should not be taken into account in determining the parties' beneficial interest in the Property under a resulting trust. In *Tay Yak Ping and another v Tay Nguang Kee Serene* [2022] 2 SLR 641 ("*Tay Yak Ping*") at [68], the court opined that it appeared to be "at least arguable that ... monetary contributions towards stamp duty *should* be included" [emphasis in original]. Referring to *Westdeutsche Landesbank Girozentrale v Islington London Borough Council* [1996] AC 669 at 708, the court in *Tay Yak Ping* highlighted that the classic description of a purchase money resulting trust refers to a presumption of resulting trust arising where one party "pays (wholly or in part) *for the purchase of property* which is vested either in [the other party] alone or in the joint names of [both parties]" [emphasis

in original]. On this formulation of the doctrine, a resulting trust analysis should be broad enough to encompass not just the purchase price of the property, but also the stamp duty payable on the purchase of the property. The court in *Tay Yak Ping* also found persuasive McLelland J’s reasoning in *Currie v Hamilton* [1984] 1 NSWLR 687 (“*Currie*”) at 691A that “what is significant is the cost to the purchasers rather than the benefit to the vendor ... [such that] it is the aggregate cost rather than the mere purchase price that should form the basis of the calculation” (at [63] and [68]). In *Currie*, the court took into account stamp duty, legal costs, bank charges and registration fees in calculating the total cost of acquisition of the property, when determining the parties’ beneficial shares in the property under a resulting trust analysis (at 689C–689G and 693C).

115 Whilst *Tay Yak Ping* did not decide the issue, I hold that such ancillary costs of purchasing a property should be included in determining the parties’ respective beneficial interest under a resulting trust. As the court in *Tay Yak Ping* added (at [68]), “it is often fortuitous whether the money of one person or another is used to pay the purchase price or the stamp duty (or even the legal expenses)” and that “[the] broader approach may also commend itself to the practical importance of this issue bearing in mind the stamp duty regime in Singapore.” In my view, it would be unfair to the party bearing the ancillary costs if the court were only to consider strictly the purchase price of the property without giving any benefit to the ancillary costs related to its purchase, when determining the parties’ respective beneficial shares in the property.

116 Third, I consider whether renovations to the Property (which it is undisputed were borne by Lim) should be taken into account. In *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 (“*Lau Siew Kim*”) at [126], the Court of Appeal recognised that payments made towards the renovation of the property could be considered as contributions towards the

purchase price if such renovations were carried out closely after the purchase of the property and increased the value of the property. However, in the present case, there is no evidence to show that the renovations increased the value of the Property. Additionally, the renovations were done solely for Lim's benefit, for the purposes of his Shop and Temple. Hence, I find that the renovation costs borne by Lim should not be included in determining the parties' respective beneficial shares in the Property.

117 Fourth, I deal with miscellaneous expenses such as payments for utilities, monthly maintenance, contributions to the sinking fund and the fire insurance premium, all of which were paid by Lim. I am of the view that these should not be taken into account when determining the parties' beneficial interest in the Property. These expenses were not for the purpose of or necessary to the purchase of the Property, but rather for maintaining the Property after its acquisition. Also, there is no evidence that such expenses increased the value of the Property. In this regard, I reiterate that Lim had the benefit of the entire Property after the TOP was obtained.

118 Last, I deal with mortgage contributions. A resulting trust crystallises at the time the property is acquired. As such, the extent of the beneficial interest of the parties where a resulting arises (including a presumed resulting trust) must be determined at the time when the property was purchased and the trust created. Because of the liability assumed by a mortgagor in the case where money is borrowed by him to be used for the purchase of the property, he is treated as having provided the proportion of the purchase price attributable to the monies so borrowed. Hence, subsequent payments of mortgage instalments are not to be regarded as a direct contribution to the purchase price of the property, unless made on the basis of a prior agreement entered into when the

mortgage was taken out (*Lau Siew Kim* at [112]–[113] and [115]–[116], citing *Andrew Curley v Nicola Parkes* [2004] EWCA Civ 1515 (“*Curley*”) at [14]).

119 In the present case, the starting point is that both Khoo and Lim as mortgagors of the Property are to be taken as having contributed equal amounts of the housing loan towards the purchase price of the Property, since they assumed liability for the loan jointly (*Lau Siew Kim* at [119]). I find there to be no evidence to show any prior agreement between the parties (at the time of acquiring the Property or even when the mortgage was taken out) as to how the purchase price of the Property would be paid or who would repay the mortgage instalments. I have already found there to be insufficient evidence of the purported Rental Agreement. I have also rejected Lim’s claim that Khoo was merely joined as an owner of the Property for Lim to obtain bank financing and that the agreement at the outset was that Lim would be responsible for discharging the purchase price of the Property entirely. Hence, in the absence of an agreement as to the ultimate source of funds for the purchase of the Property, the payment of the mortgage instalments subsequent to its initial acquisition should not give rise to any beneficial interest by way of a resulting trust (*Lau Siew Kim* at [117]).

120 That said, the Court of Appeal in *Chan Yuen Lan* (at [55]–[56]) considered whether the position as stated in *Curley*, and applied in *Lau Siew Kim* (at [118] above), ought to be relaxed to take into account the realities of mortgage repayments and to invoke equitable accounting “in a suitable case” as a possible mechanism for retrospectively adjusting (after the date of acquisition of the property) the parties’ respective shares of the beneficial interest in a manner consistent with the resulting trust analysis. In my view, it is not suitable or appropriate in the present case to make such an adjustment. Although Khoo made only the first two monthly mortgage repayments and Lim has been making

the monthly mortgage repayments thereafter, Lim has had sole use of the Property since the TOP was issued to the exclusion of Khoo, and hence the latter has not enjoyed any benefit from the Property. To make any adjustments in Lim's favour (by taking into account his contributions to the monthly mortgage repayments) would be unfair to Khoo.

Parties' respective contributions to the Property

121 With all the above considerations in mind, I now come to apportion the beneficial interest between the parties.

122 I find the following contributions by Khoo pertaining to the Property (amounting to \$13,696) are to be considered in determining his share of the beneficial interest in the Property on a presumed resulting trust:

- (a) \$5,121 comprising two cheques issued by Khoo for GST payable on a progress payment for the Property and for CLC's legal fees and disbursements (see [36] above).
- (b) \$1,225 being 50% of the cheque issued by Melvin for GST payable on a progress payment for the Property (see [78] and [82] above); and
- (c) \$7,350 being a cheque issued by Khoo for GST payable on a progress payment for the Property (see [83] above).

123 I find the following contributions by Lim pertaining to the Property (amounting to \$191,451.78) are to be considered in determining his share of the beneficial interest in the Property on a presumed resulting trust:

- (a) \$165,400 comprising four cheques issued by Lim for the first 20% of the purchase price of the Property, GST payable on the purchase price and stamp duty (see [31] above);
- (b) \$4,900 being a cheque issued by Lim for GST payable on a progress payment for the Property (see [51] above);
- (c) \$1,225 being 50% of the cheque issued by Melvin for GST on a progress payment for the Property (see [78] and [82] above); and
- (d) \$19,926.78 comprising four cheques issued by Khoo (see [85(a)]–[85(d)] above) but which Lim effectively made the payments. In this regard, I disregard the cheques of 10 July 2018 for \$500 and \$2,012.67 (see [85(e)]–[85(f)] above), which do not relate to the purchase of the Property but towards its subsequent maintenance.

124 From the above, the total amount to be regarded as contributions to the purchase of the Property is \$765,147.78, comprising: (a) \$13,696 as Khoo’s direct contributions; (b) \$191,451.78 as Lim’s direct contributions; and (c) the \$560,000 Loan taken from OCBC Bank, which I am of the view should be attributed equally to both Khoo and Lim (see [119]–[120] above).

125 On the basis of a presumption of resulting trust, Khoo thus holds 38.38% of the beneficial interest and Lim holds 61.62% of the beneficial interest in the Property.

126 It is clear that the relationship between the parties has broken down and it is no longer feasible for the Property to be held in the parties’ joint names. In this case, a clean break would be appropriate. I will make the necessary orders

on how the Property is to be dealt with to achieve this, and as to the costs of the proceedings, after hearing the parties on these issues.

Audrey Lim J
Judge of the High Court

Nakoorsha bin Abdul Kadir, Michelle Tang Hui Ming and Rasveen
Kaur (Nakoorsha Law Corporation) for the plaintiff;
Charles Lim Chong Guang and Liew Zhi Hao (Shook Lin & Bok
LLP) for the defendant.
