

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGHCF 15

Suit No 4 of 2022

Between

Kee Cheong Keng

... Plaintiff

And

Dinh Thi Thu Hien

... Defendant

FOUNDATIONS OF DECISION

[Family Law — Marriage — Nullity]

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Kee Cheong Keng
v
Dinh Thi Thu Hien

[2025] SGHCF 15

General Division of the High Court (Family Division) — Suit No 4 of 2022
Choo Han Teck J
25 February 2025

28 February 2025

Choo Han Teck J:

1 The deceased husband (the “Deceased”) and his wife (the “Defendant”) were married on 14 May 2013 in Singapore. The Deceased, a Singapore citizen, died intestate on 18 June 2017 at the age of 45, leaving behind a Housing Development Board flat in his sole name (the “HDB Flat”). Nothing is known about the Defendant, apart from the fact that she is a Vietnamese citizen. She was unrepresented and absent at the trial, and has been uncontactable. As the Deceased was legally married to the Defendant at the time of his death, the Deceased’s mother (the “Plaintiff”) could not apply for the Grant of Letters of Administration of the Deceased’s estate. The Plaintiff, aged 74, works as a cleaner and is a permitted occupier of the HDB Flat. In May 2022, she brought this action to nullify the marriage between the Deceased and the Defendant on the basis that it was a sham marriage.

2 This was her case. Sometime in September 2013, at a family dinner, the Deceased told his siblings and the Plaintiff that he had entered into a sham marriage with the Defendant. The Deceased’s older brother (“PW4”), younger brother (“PW3”) and younger sister (“PW2”) were present at this family dinner. According to the Plaintiff, the Deceased had been approached by some acquaintances who were “matchmakers” or “marriage agents” who asked him to marry an individual selected by them in exchange for a downpayment of \$3,000 and monthly payment of \$400 thereafter. The Deceased registered his marriage with the Defendant on that arrangement. However, shortly after the marriage, the Defendant defaulted on her monthly payments of \$400 and became uncontactable. Upon his family’s advice, the Deceased lodged a police report on 29 September 2013. In the police report, the Deceased stated that on 21 April 2013 at about 2100h, he “returned home from work and discovered that [his] wife [was] not at home.” He stated that he did not have any photograph of her, did not remember the last attire she had worn, and had lost contact with her since the day she left the house. In her affidavit, the Plaintiff explained that the statement regarding the Deceased returning home to find his wife missing was false as the Defendant had not even lived in the HDB Flat. Further, the Deceased had been unemployed for nearly all of 2013 and thus could not have “returned home from work”. The police report was thus filed solely for the purposes of reporting that the Defendant was missing.

3 When the Deceased died, the Defendant did not attend his wake and funeral. The Plaintiff had been unsuccessful in multiple attempts to contact the Defendant since then. The Plaintiff claimed that she had lived with the Deceased at the HDB Flat until the time of his death and had never seen the Defendant before. Her testimony was corroborated by PW2, PW3 and PW4, who used to visit the Plaintiff and the Deceased frequently and had never met the Defendant

at the HDB Flat (or anywhere else) either. After the Deceased died, the Plaintiff lodged two police reports on 5 July 2017 to state that the Deceased and the Defendant entered into a sham marriage, and that the Defendant had never stepped into the HDB Flat nor fulfilled any of her duties as his wife.

4 On 5 October 2022, the Plaintiff served the writ of summons and statement of claim, with leave of court, on the Defendant in Vietnam because to the best of the Plaintiff’s knowledge, the Defendant had returned to Vietnam. The Plaintiff had engaged a Vietnam lawyer to find the Defendant’s address to serve the court papers. However, when told that the Defendant was no longer living there, the Plaintiff obtained an order of court on 5 September 2024 for substituted service by publishing a notice of advertisement in one issue of “Kinhte Saigon”, a Vietnamese newspaper. The Plaintiff published an advertisement on 12 September 2024 to notify the Defendant of the court proceedings but there was still no response from the Defendant.

5 In the statement of claim of this action, the Plaintiff sought, *inter alia*, the following:

- (a) a declaration that the marriage was a sham marriage or marriage of convenience and that the Defendant has no entitlement to apply for the Grant of Letters of Administration of the Deceased’s estate;
- (b) that the Grant of Letters of Administration of the Deceased’s estate be issued to the Plaintiff; and
- (c) that the Defendant be excluded from the distribution and entitlement to any share of the Deceased’s assets and that the Plaintiff be solely entitled to all the Deceased’s assets pursuant to the Intestate Succession Act 1967 (2020 Rev Ed).

6 The Deceased's father ("PW5") testified that he agreed to the Grant of Letters of Administration being issued solely to the Plaintiff and that he was waiving his rights to any distribution and entitlement to any share of the Deceased's assets.

7 The present proceedings, however, were not the correct procedure to obtain a Grant of Letters of Administration. This was a civil suit, and the jurisdiction of the court was limited to the determination of the validity of the marriage. The Plaintiff could file an application at the Family Justice Courts for the Grant of Letters of Administration only after the resolution of the present proceedings.

8 I therefore granted leave to the Plaintiff to amend her prayers for reliefs in the statement of claim. The issues in this action, therefore, were whether the marriage between the Deceased and the Defendant was a sham marriage, and if so, whether it was void under the Women's Charter 1961 (2020 Rev Ed) (the "WC"). I was satisfied that the Plaintiff had proven on a balance of probabilities that the marriage was a sham. The Deceased and the Defendant had lived separately at all material times, and none of the Deceased's family members had even met the Defendant before. There was no wedding celebration that the family members were invited to or were aware of, and there were no photographs of the Deceased and the Defendant together. Neither did the family members know who the two witnesses to the marriage were. The Defendant's intentions behind the marriage were unclear as there was very little information regarding her background. Nonetheless, it could be inferred that the marriage was to allow the Defendant to stay in Singapore and eventually apply for permanent residence or citizenship. As for the Deceased, the arrangement offered him a significant monetary benefit at a time when he was unemployed and had no income. I find that this was not a genuine marriage.

9 The marriage, however, was solemnised before 1 October 2016, and thus could not be voided under s 105(aa) of the WC as it did not fall within the definition of a marriage of convenience under s 11A(1) of the WC. The court in *Gian Bee Choo and others v Meng Xianhui* [2019] 5 SLR 812, found that although s 11A of the WC did not have retrospective effect, Parliament’s intention could not have been to affirm the validity of all immigration-advantage sham marriages that had taken place before that provision’s commencement date. I agree to the extent that it was against public policy to contract immigration-advantage sham marriages even before the enactment of s 11A of the WC, as seen from the fact that individuals had been prosecuted for such arrangements even before 2016. Further, recognising an immigration-advantage sham marriage corrupted the sanctity of marriage. According to s 105(a) read with s 13(a) of the WC, a marriage solemnised in Singapore is void unless it was solemnised on the authority of a valid marriage licence. A marriage licence is issued after the parties to the intended marriage have each submitted a declaration required by s 16 of the WC: see s 17(1)(b) of the WC. Section 16(2)(a) states that under this declaration, each party must declare whether they are prevented from marrying by the WC or any other law. In the present case, the parties had submitted a false declaration at the time of their marriage by failing to declare that their marriage contravened penal laws such as s 57C(1) of the Immigration Act (Cap 133, 2008 Rev Ed).

10 Furthermore, ss 11A, 104 and 105(aa) of the WC envisage situations in which the applicant challenging the validity of the marriage is a party to the marriage. In the present case, the Deceased had died more than seven years ago, and his “wife” remains nowhere to be found. The State’s institutions and benefits (such as public housing and social services) lie open to exploitation should the sham marriage not be declared void. It would also be unjust to the

beneficiaries of the Deceased’s estate. The Plaintiff’s legitimate interests, as an occupier of the HDB Flat, are also affected. Public policy requires this court to declare the sham marriage void and not permit the “spouse” of a sham marriage to inherit the other party’s assets.

11 Counsel urged me to find that this was a “shambolic” marriage. There being no sign of a valid marriage, I could not find that the marriage was shambolic. I could, and did find that the marriage was a sham, and on that basis, allowed the prayer to declare the marriage void.

12 I ordered \$10,000 in costs to be paid by the Defendant to the Plaintiff. I also direct that the names of the parties shall not be redacted in this case in the event that the Defendant finds the report and wishes to challenge the verdict.

- Sgd-
Choo Han Teck
Judge of the High Court

Sunil Singh Panoo (Dhillon & Panoo LLC) for the plaintiff;
The defendant absent and unrepresented.
