

16. EQUITY AND TRUSTS

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16.1 A recurring theme in the decisions in 2025 is the courts' continuing reluctance to mechanistically apply the six-step *Chan Yuen Lan v See Fong Mun*¹ ("*Chan Yuen Lan*") framework to common intention constructive trusts, with the courts in *Jenny Prawesti v Sauw Tjiauw Koe*² and *Yangbun Engineering Pte Ltd v Liang Xihong*³ instead preferring to ascertain the parties' actual intentions, whether express or inferred, as the true determinant of beneficial ownership. This shift reflects a broader judicial discomfort with rigid doctrinal tests in favour of a more fact-sensitive inquiry into the parties' true intentions. The Court of Appeal's landmark decision in *Wong Mei Lee Millie v Ngor Shing Rong Jake*⁴ ("*Millie Wong v Jake Ngor*") reinforces this trend, reaffirming that the *Chan Yuen Lan* presumptions operate only as tools of last resort, while also holding that registering a property in a 99:1 ownership ratio to avoid additional buyer's stamp duty ("ABSD") may taint a resulting trust with illegality. Beyond disputes over family and matrimonial property, the courts also grappled with equitable remedies for fraud and misappropriation, most notably in *Envy Asset Management Pte Ltd v Ng Yu Zhi*,⁵ which examined the boundaries of fiduciary duty, dishonest assistance and knowing receipt in the context of a Ponzi scheme. The decision of the General Division of the High Court ("General Division") in *Madison Pacific Trust Ltd v David Salim*⁶ ("*Madison Pacific Trust*") further clarified the limits of a court-appointed receiver's powers over privileged material.

1 [2014] 3 SLR 1048.

2 [2025] SGHC 209.

3 [2025] 5 SLR 219.

4 [2026] 1 SLR 600.

5 *Envy Asset Management Pte Ltd v Ng Yu Zhi* [2025] SGHC 143 (this case is partially reported in [2025] 5 SLR 87) ("*Envy Asset Management*").

6 [2025] 4 SLR 1512.

I. Express trust

16.2 The case of *Jenny Prawesti v Sauw Tjiauw Koe*⁷ concerns a dispute between the defendant-mother, Sauw Tjiauw Koe (“Koe”), and the plaintiff-daughter, Jenny Prawesti (“Prawesti”), over (a) 26 properties, purchased between 2002 and 2012 in the names of Koe, Prawesti, and Prawesti’s younger brother, Ronny (“26 Properties”); and (b) shares (registered in Prawesti’s name) in a company established by Koe, ST Travel Pte Ltd (“ST Travel”).⁸ This case is another instance of the many cases in Singapore involving intergenerational disputes over property.⁹

16.3 The first of the 26 Properties (“Centrepont Property”) was purchased by Koe in 2002 under Koe and Prawesti’s names as joint tenants.¹⁰ According to Prawesti, Koe had promised Prawesti that the two of them would continue to purchase properties together as equal owners in the future.¹¹ However, Koe claimed that she was “only using [Prawesti’s] name in [Koe’s] property investments for reasons of convenience and to teach [Prawesti] about property investment”.¹²

16.4 The remaining 25 of the 26 Properties were acquired between 2005 and 2012, with most properties being registered such that Koe held a 90% interest, while Prawesti and her brother Ronny held 1% and 9% respectively.¹³ To facilitate these transactions and property management, Prawesti executed four powers of attorney between 2007 and 2018, granting Koe authority to act on Prawesti’s behalf.¹⁴

16.5 In 2007, at Prawesti’s request, Koe signed a Letter of Indemnity (“LOI”) to protect Prawesti against losses resulting from properties purchased in Prawesti’s name.¹⁵ The terms of the LOI provided that Koe indemnified Prawesti against all losses, damages, *etc*, which may result from the purchase of properties in Prawesti’s name, in consideration of:¹⁶

7 [2025] SGHC 209.

8 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [1].

9 See Tang Hang Wu, “Broken Kinship: Family Property Disputes and the Common Intention Constructive Trust in Singapore” (2024) 12 *International Journal of Law, Policy and the Family* 1; Yip Man, “Comparing Family Property Disputes in English and Singapore Law: ‘Context Is Everything’” (2021) 41(3) *Legal Studies* 474.

10 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [4].

11 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [4(a)].

12 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [4(b)].

13 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [6].

14 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [6]–[7].

15 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [6].

16 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [29].

- (i) the use of [Prawesti's] name for the purchase and mortgage of properties in Singapore, whether alone or jointly with [Koe] or jointly with any other party; and
- (ii) the signing of a Power of Attorney in [Prawesti's] favour for purchase, sale (including en-bloc sale), mortgage and management of the properties in Singapore[.]

16.6 In 2021, a dispute arose between Prawesti and Koe which led to Prawesti seeking a declaration that Prawesti is a 50% beneficial co-owner of the properties. Prawesti also claimed that Koe had gifted the shares in ST Travel to Prawesti. Koe counterclaimed that Prawesti's registered interests in the 26 Properties and the ST Travel shares were held by Prawesti on trust for Koe.¹⁷

16.7 An important aspect of this case is the observation by Hri Kumar Nair JCA that "the six-step *Chan Yuen Lan* framework should not be mechanistically applied even in cases involving allegations of a common intention constructive trust".¹⁸ His Honour further noted that "where the parties' actual intentions (expressed or inferred) can be established, there is no room to invoke the twin presumptions of resulting trust and advancement".¹⁹ This is another case which suggests that the six-step *Chan Yuen Lan* framework might not be applied in future cases. Such a development is welcome, given the conceptual redundancy inherent in the framework.²⁰

16.8 The General Division found that there was no express trust over the 26 Properties as there were no written declarations of trust aside from the LOI, which lacked the requisite certainty of intention and subject matter.²¹ First, the LOI was a unilateral undertaking by Koe that could not evince any intention by Prawesti to declare a trust over Prawesti's interests in the 26 Properties.²² Although the LOI stated that the indemnity was provided "[i]n consideration of ... the use of [Prawesti's] name for the purchase and mortgage of properties in Singapore",²³ this was not found to necessarily suggest that Prawesti's legal interests were held on trust for Koe.²⁴ Second, the LOI could also not be said to have certainty in

17 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [12]–[17].

18 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [22].

19 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [23].

20 See the argument in Tang Hang Wu, "Broken Kinship: Family Property Disputes and the Common Intention Constructive Trust in Singapore" (2024) 12 *International Journal of Law, Policy and the Family* 1.

21 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [29]–[30].

22 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [31].

23 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [29].

24 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [31].

subject matter as the LOI did not identify any specific properties, nor did the LOI assist in identifying which specific properties would be or were subject to the purported trust.²⁵

16.9 The dispute in *Robert Tantular v The Stephanie Karina*²⁶ (“*Robert Tantular*”) arose between the appellant, Robert Tantular (“Tantular”) and the estate of his deceased brother-in-law, Tan Ho Yung (“Tan”), in relation to a long-running investment in “The Centrum”, a mixed-use residential and commercial development in Dallas, Texas (“Investment”). The Investment was structured through a limited partnership, Centrum GS Ltd (“Centrum GS”), in which Goodyork Co, a Texas corporation solely owned by the late Tan (whose estate is the respondent), held a 20% stake as General Partner. Spurlington Inc (“Spurlington BVI”), a British Virgin Islands (BVI) company, held the remaining 80% as Limited Partner.²⁷ Spurlington BVI was in turn held by three shareholders: PT Sinar Sahabat (53%), the appellant Tantular (27%), and one George Wang (20%).²⁸

16.10 In December 1991, Tantular and Tan signed a document referred to as the “Term Sheet”, which set out the partnership structure, the profit and loss sharing arrangements, and the capital contributions of the respective partners.²⁹

16.11 In August 2005, all the residential units (save for one unit) were sold.³⁰ In January 2006, Tan remitted US\$2.7m to Tantular.³¹ Tan’s estate alleged that this sum constituted the price of a consensual buy-out of Tantular’s stake. On the other hand, Tantular contended that Tan’s remittance of US\$2.7m represented part of Tantular’s share of the sale proceeds of the sold residential units. Tantular also claimed that Tan misappropriated Tantular’s stake in the Investment and the profits therefrom.

16.12 One of Tantular’s claims was that the Term Sheet formed the basis for an express trust over Tantular’s share of the profits from the Investment, and that Tan had breached his duties as a fiduciary and/or express trustee by misappropriating Tantular’s share of the Investment.³²

25 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [32].

26 *Robert Tantular v The Stephanie Karina* [2025] SGHC(A) 8 (this case is partially reported in [2025] 1 SLR 1083) (“*Robert Tantular*”).

27 *Robert Tantular* at [5]–[6].

28 *Robert Tantular* at [6(a)].

29 *Robert Tantular* at [7].

30 *Robert Tantular* at [12].

31 *Robert Tantular* at [13].

32 *Robert Tantular* at [96].

16.13 The Appellate Division of the High Court (“Appellate Division”) found that there was insufficient evidence to support Tantular’s claim of an express trust. The Appellate Division affirmed the well-established tripartite test for the constitution of an express trust: certainty of intention, certainty of subject matter, and certainty of objects.³³ The Appellate Division further emphasised that certainty of intention requires “clear evidence”³⁴ that the settlor intended (a) to impose legally enforceable trust duties “rather than duties of a merely social or moral nature”;³⁵ and (b) that any intended legal relationship was to involve trust duties, distinct from some other legal relationship such as that of debtor-creditor.³⁶ On the facts, the Term Sheet was “bereft of any language alluding to a trust structure”,³⁷ and Tantular was unable to point to any other evidence of a clear intention to create a legal relationship involving trust duties.³⁸

16.14 Notwithstanding the failure of the express trust claim, the Appellate Division proceeded to consider whether Tan had assumed the status of an *ad hoc* fiduciary to Tantular. The hallmark of a fiduciary obligation is that the fiduciary is to act in the interests of another.³⁹ Critically, the fiduciary undertaking is “voluntary in the sense that it arises as a consequence of the fiduciary’s conduct”,⁴⁰ rather than being imposed by law independently of the fiduciary’s intentions, and arises where “the fiduciary voluntarily places himself in a position where the law can objectively impute an intention on his or her part to undertake those obligations”.⁴¹ The precise content of a fiduciary’s duties is to be

33 *Robert Tantular* at [101], citing *Guy Neale v Nine Squares Pty Ltd* [2015] 1 SLR 1097 at [51].

34 *Robert Tantular* at [102], citing *Guy Neale v Nine Squares Pty Ltd* [2015] 1 SLR 1097 at [52].

35 *Robert Tantular* at [102], citing *Snell’s Equity* (John McGee & Steven Elliott gen ed) (Sweet & Maxwell, 34th Ed, 2020) at para 22-013. In respect of the settlor’s intention to impose legally enforceable trust duties, it is likely not required that the settlor needs to know that the duties are “trust duties” – rather, it is likely only required that the substance of the duties which the settlor intended to impose are consistent with trust duties: see *The State-Owned Company Yugoimport SDPR v Westacre Investments Inc* [2016] 5 SLR 372 at [55]. However, while the settlor need not know that the duties are trust duties, the settlor must have intended for the duties to be legally enforceable.

36 *Robert Tantular* at [102], citing *Snell’s Equity* (John McGee & Steven Elliott gen ed) (Sweet & Maxwell, 34th Ed, 2020) at para 22-013.

37 *Robert Tantular* at [102].

38 *Robert Tantular* at [102].

39 *Robert Tantular* at [104], citing *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 at [192]–[207].

40 *Robert Tantular* at [104], citing *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 at [194].

41 *Robert Tantular* at [104], citing *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 at [194].

deduced from the surrounding circumstances, such as any relationship between the parties.⁴²

16.15 The Appellate Division also drew on the subsequent application of these principles in *Tan Teck Kee v Ratan Kumar Rai*,⁴³ where the Court of Appeal had affirmed an open-ended inquiry into the “specific nature of the role played by the putative fiduciary”⁴⁴ without requiring proof that the fiduciary had expressly undertaken to act exclusively in the principal’s interests.⁴⁵ Of particular analytical significance was the *Susilawati v American Express Bank Ltd*⁴⁶ framework, which identified three common characteristics of fiduciary relationships:⁴⁷

- (1) The fiduciary has scope for the exercise of some discretion or power.
- (2) The fiduciary can unilaterally exercise that power or discretion so as to affect the beneficiary’s legal or practical interests.
- (3) The beneficiary is peculiarly vulnerable to or at the mercy of the fiduciary holding the discretion or power.

16.16 Applying these principles, the Appellate Division found that Tan was indeed an *ad hoc* fiduciary to Tantular.⁴⁸ Tan bore sole responsibility for managing the Investment, with Tantular playing a purely passive role. This characterisation of the parties’ roles was admitted by the estate of Tan.⁴⁹ Tan was also able to unilaterally effect significant structural changes to the Investment without obtaining Tantular’s prior consent, a pattern corroborated by the testimony of the Investment’s accountant.⁵⁰ In fact, the Investment’s accountant also testified that until the proceedings commenced, he believed Tan to be the only partner.⁵¹ It also appeared that some payments to Tantular on the Investment were made from Tan’s personal account.⁵² In the circumstances, the Appellate Division found that Tan had in fact voluntarily placed himself in a position where the law could impute an intention on Tan’s part to undertake fiduciary duties.

42 *Robert Tantular* at [104], citing *Tan Yok Koon v Tan Choo Suan* [2017] 1 SLR 654 at [205].

43 [2022] 2 SLR 1250.

44 *Robert Tantular* at [106], citing *Tan Teck Kee v Ratan Kumar Rai* [2022] 2 SLR 1250 at [69].

45 *Robert Tantular* at [105]–[108].

46 [2009] 2 SLR(R) 737.

47 *Robert Tantular* at [108], citing *Susilawati v American Express Bank Ltd* [2009] 2 SLR(R) 737. See *Susilawati v American Express Bank Ltd* [2009] 2 SLR(R) 737 at [41].

48 *Robert Tantular* at [109]–[111].

49 *Robert Tantular* at [109].

50 *Robert Tantular* at [110].

51 *Robert Tantular* at [110].

52 *Robert Tantular* at [110].

16.17 Having established the fiduciary relationship, the Appellate Division went on to find that Tan owed, at minimum, the core duty to act honestly and in good faith in the best interests of Tantular.⁵³ Tan's conduct in terminating Tantular's stake in the Investment without his knowledge or consent was held to constitute a breach of this duty.⁵⁴ However, Tantular's claim ultimately failed as it was time-barred pursuant to s 6(7), read with s 6(1), of the Limitation Act,⁵⁵ which applies a six-year limitation period to equitable claims including those for breach of fiduciary duty.⁵⁶

16.18 *Re Muhammad Naseer*⁵⁷ is a decision of the General Division, delivered by Choo Han Teck J on 29 April 2025. The case arose out of an application under s 54 of the Trustees Act 1967⁵⁸ for judicial authorisation of the sale of a private condominium held on trust for a minor beneficiary, with the net sale proceeds to be held on trust until the beneficiary turned 21 years of age. The General Division declined to make any order, finding that the trust arrangement appeared to have been designed to circumvent Housing and Development Board ("HDB") regulations governing private property ownership during the minimum occupation period ("MOP") of a HDB unit.

16.19 The factual background is as follows. In August 2019, the applicant executed a trust deed declaring himself the trustee of a condominium purchased for his son, who was then a minor and therefore could not hold property in his own name.⁵⁹ The trust deed provided that rental income from the property would accrue exclusively to the son's benefit, but was silent on any power of sale by the trustee.⁶⁰ After the applicant and his son relocated to France in January 2021, the HDB wrote to the applicant in November 2021, notifying him that, as an HDB flat owner still within the five-year MOP, the applicant was not permitted to hold an interest in private residential property, including property held on trust, and directed him to dispose of the private property within four months or face compulsory acquisition of his HDB flat.⁶¹

53 *Robert Tantular* at [112], citing *Sim Poh Ping v Winsta Holdings Pte Ltd* [2020] 1 SLR 1199 at [253].

54 *Robert Tantular* at [112].

55 Cap 163, 1996 Rev Ed.

56 *Robert Tantular* at [123]–[124], citing *Dynasty Line Ltd v Sukanto Sia* [2014] 3 SLR 277 at [53].

57 [2025] 4 SLR 652.

58 2020 Rev Ed.

59 *Re Muhammad Naseer* [2025] 4 SLR 652 at [2].

60 *Re Muhammad Naseer* [2025] 4 SLR 652 at [2].

61 *Re Muhammad Naseer* [2025] 4 SLR 652 at [3].

16.20 In December 2021, the applicant responded by executing a deed of appointment transferring trusteeship to his nephew, who was then residing in Qatar.⁶² Crucially, just one month later, in January 2022, the applicant's nephew executed a Power of Attorney in favour of the applicant, authorising the applicant to manage the property on the nephew's behalf.⁶³ The practical effect was that the applicant continued to exercise day-to-day control over the property notwithstanding the purported change in legal title via trusteeship.⁶⁴

16.21 Rental proceeds collected over successive tenancy periods were deposited into a joint bank account held by the applicant and his son ("Trust Account").⁶⁵ The applicant asserted that all withdrawals from the Trust Account were for the son's benefit (eg, for education and maintenance) and for upkeep of the property.⁶⁶ The property became vacant in October 2024 when the last tenants vacated, and the applicant sought to sell it and apply the proceeds towards his son's living and education costs in France, which the applicant estimated at approximately \$66,595 *per year*.⁶⁷

16.22 The application was brought under s 54 of the Trustees Act 1967⁶⁸ which deals with vesting orders in relation to an infant's beneficial interest. Choo J declined to make the order sought, finding that the application was "problematic"⁶⁹ due to its history.⁷⁰ The court believed that the execution of the trust deed was for the purpose of circumventing HDB regulations, and that the execution of the original trust deed in 2019 appeared designed to enable the applicant to hold an interest in private property through a trust vehicle while ostensibly complying with the HDB's restriction on private property ownership during the MOP.⁷¹ This inference was reinforced by the sequence of events following the HDB's letter: the trusteeship was transferred to the nephew, but the applicant promptly reclaimed functional control through the Power of Attorney.⁷²

16.23 Choo J also noted that no evidence had been adduced to demonstrate that the Trust Account was a properly designated trust account.⁷³ Critically, the General Division stated that "A joint account on

62 *Re Muhammad Naseer* [2025] 4 SLR 652 at [4].

63 *Re Muhammad Naseer* [2025] 4 SLR 652 at [4].

64 *Re Muhammad Naseer* [2025] 4 SLR 652 at [10].

65 *Re Muhammad Naseer* [2025] 4 SLR 652 at [5].

66 *Re Muhammad Naseer* [2025] 4 SLR 652 at [5].

67 *Re Muhammad Naseer* [2025] 4 SLR 652 at [7].

68 2020 Rev Ed.

69 *Re Muhammad Naseer* [2025] 4 SLR 652 at [2].

70 *Re Muhammad Naseer* [2025] 4 SLR 652 at [2].

71 *Re Muhammad Naseer* [2025] 4 SLR 652 at [9].

72 *Re Muhammad Naseer* [2025] 4 SLR 652 at [9]–[10].

73 *Re Muhammad Naseer* [2025] 4 SLR 652 at [10].

its own is merely a joint account, though it can become a constructive trust under some circumstances.⁷⁴ The court did not find a trust in this case.

16.24 In declining to exercise its statutory jurisdiction, the court held that “[t]he court will not assist the applicant in an application that appears to circumvent the HDB rules”,⁷⁵ which appears to be a concern on the taint of illegality.

16.25 Although no order was made on the application, the applicant was granted liberty to apply should the applicant obtain the HDB’s approval for his property ownership arrangements,⁷⁶ leaving open the possibility that the statutory power under s 54 of the Trustees Act 1967⁷⁷ might still be engaged if the HDB regulatory obstacle were removed.

II. Resulting trust

16.26 In *Yangbum Engineering Pte Ltd v Liang Xihong*⁷⁸ (“*Yangbum Engineering*”), the beneficial ownership of shares in three subcontractors (“Shares”) of the claimant, Yangbum Engineering Pte Ltd (“Yangbum”), lay at the centre of the dispute.

16.27 Since 2003, Yangbum had been owned in equal shares by the defendant, Liang Xihong (“Liang”), and the defendant’s then-husband, Loong Soo Min (“Loong”).⁷⁹ Since 2005, Loong had been Yangbum’s sole director.⁸⁰ In 2008, the Ministry of Manpower (“MOM”) penalised Yangbum for hiring foreign workers without the necessary approval from MOM by imposing a two-year ban on the hiring of foreign workers by Yangbum or any other companies in which Loong was a director or shareholder.⁸¹

16.28 Given Yangbum’s lack of manpower, three companies were incorporated to act exclusively as subcontractors to Yangbum (“Three Companies”). Liang was the sole shareholder of two companies, with two senior employees from Yangbum being appointed as nominee directors

74 *Re Muhammad Naseer* [2025] 4 SLR 652 at [10].

75 *Re Muhammad Naseer* [2025] 4 SLR 652 at [10].

76 *Re Muhammad Naseer* [2025] 4 SLR 652 at [11].

77 2020 Rev Ed.

78 [2025] 5 SLR 219.

79 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [7].

80 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [8].

81 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [9].

of the two companies respectively.⁸² Liang's cousin, Liang Qing Lian ("Qing Lian"), was the sole shareholder of the third company (although it was not disputed that Qing Lian did not hold the beneficial interest in the shares of the third company), with Liang and Qing Lian both being appointed as directors of the third company.⁸³ In 2009, Qing Lian resigned as a director of the third company and transferred her shares in the third company to Liang.⁸⁴

16.29 On 3 April 2014, Loong and Liang entered into a deed of settlement relating to their divorce, division of assets and maintenance.⁸⁵ The deed of settlement did not deal with the Shares in the Three Companies.⁸⁶ Similarly, an Interim Judgment entered on 10 July 2014, in Liang's divorce proceedings against Loong, did not deal with the Shares.⁸⁷

16.30 Over the course of March 2020, Liang appointed her new partner, Zhang Shengqiang ("Zhang"), as a director of the Three Companies, without the knowledge of the other directors, and proceeded to convene extraordinary general meetings (EGMs) and pass resolutions to wind up the Three Companies.⁸⁸

16.31 Yangbum put forward the case that Liang (and Qing Lian, previously) held the Shares in the Three Companies on trust for Yangbum, either by way of a resulting trust, or a common intention constructive trust in the alternative.⁸⁹ Liang pleaded that her shareholding in the Three Companies had been incorporated as her personal investments.⁹⁰ Liang also suggested that where Yangbum had failed to discharge its burden of proving that the Shares were held on resulting or common intention constructive trust for Yangbum, the beneficial interests in the Shares should follow the legal interests, which were held by Liang herself.⁹¹

16.32 The General Division found that no common intention constructive trust arose over the Shares in favour of Yangbum. With respect to common intention constructive trusts, *Yangbum Engineering* reiterates that "a common intention may be inferred but it may not be

82 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [10].

83 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [12].

84 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [15].

85 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [17].

86 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [17].

87 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [18].

88 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [21]–[25].

89 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [32].

90 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [33].

91 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [34].

imputed where one did not in fact exist”⁹² On the facts of *Yangbum Engineering*, the General Division noted that the mere fact that parties had not discussed the holding of the beneficial interest in the Shares did not necessarily preclude the existence of a common intention.⁹³ Nevertheless, the General Division found that Yangbum, acting through Loong, had not thought about how the beneficial interests in the Shares were to be held at the relevant time. As no common intention existed between the parties at the material time, the General Division held that there was no room to infer the requisite common intention and the requisite common intention could not be imputed either.⁹⁴

16.33 However, the General Division found that the Shares were held by Liang on a resulting trust in favour of Yangbum. A resulting trust crystallises at the time the property is acquired, which in the case of the Shares was the time the Three Companies were incorporated.⁹⁵ In this case, the acquisition cost of the Shares was the incorporation costs of the Three Companies, paid for by Yangbum.⁹⁶ A presumption of resulting trust thus arose in favour of Yangbum.⁹⁷

16.34 The General Division rejected Yangbum’s submission that Yangbum’s provision of “know-how, resources, infrastructure support, machinery and employees”⁹⁸ to the Three Companies also gave rise to the presumption of resulting trust since these contributions did not result in the Shares coming into existence as property and could not be said to be payments that resulted in the acquisition of the Shares.⁹⁹ However, given that the evidence suggested that it was not Liang but Yangbum that paid for the incorporation costs of the Three Companies, a presumption of resulting trust arose over the Shares in favour of Yangbum.¹⁰⁰

16.35 The General Division further held that Liang’s alleged subsequent repayment of the incorporation costs to Yangbum (by way of a cheque for \$50,000) had no effect on the presumption of resulting trust in Yangbum’s favour.¹⁰¹ The court considered (a) the lack of details regarding how the \$50,000 sum was calculated or what the sum constituted; (b) Liang’s

92 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [43], citing *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [160(b)] and *Su Emmanuel v Emmanuel Priya Ethel Anne* [2016] 3 SLR 1222 at [83].

93 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [44].

94 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [45]–[46] and [78].

95 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [49].

96 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [49].

97 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [62].

98 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [51].

99 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [51].

100 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [62].

101 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [63]–[64].

inconsistent evidence as to the purpose of the \$50,000 payment; and (c) the lack of any explanation as to why the cheque was made out to one of the Three Companies instead of Yangbum. The General Division thus found that Liang could not sufficiently show that the cheque was made for the purpose of paying the incorporation costs of the Three Companies.¹⁰² The presumption of resulting trust in favour of Yangbum was thus not rebutted.

16.36 In any event, the resulting trust crystallises at the time the property is acquired. In this regard, the General Division found that Yangbum had paid for the incorporation costs of the Three Companies at the relevant time when the Shares were acquired.¹⁰³ Finally, even if Liang's \$50,000 payment was accepted to be a reimbursement of Yangbum's payment for the incorporation costs of the Three Companies, that payment was irrelevant to the presumption of resulting trust for Yangbum.¹⁰⁴ Liang's alleged reimbursement of Yangbum for the incorporation costs of the Three Companies would only be relevant if Yangbum had initially paid the incorporation costs on Liang's behalf. However, in so far as the evidence supported the conclusion that Yangbum had paid the incorporation costs on its own behalf, the presumption of resulting trust applied and the mere subsequent repayment by Liang would not displace the presumption.¹⁰⁵

16.37 Liang attempted to argue that the resulting trusts over the Shares, if any, ought to be deemed unenforceable as they were created for an illegal purpose, namely, to circumvent the ban imposed by the MOM.¹⁰⁶ The General Division denied Liang's defence of illegality for lack of evidence as to the extent and scope of the alleged illegal purpose.¹⁰⁷ Without any evidence as to the scope of the MOM's ban, the General Division held that it was impossible to determine whether the trusts were created for an illegal purpose or how the principle of proportionality should be applied.¹⁰⁸

16.38 The Court of Appeal's decision in *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine*¹⁰⁹ ("*Khoo v Khoo*") is a significant contribution to the law of resulting trusts as applied to jointly held bank accounts. The judgment, delivered by Belinda Ang JCA (with whom Sundaresh

102 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [65]–[68].

103 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [69].

104 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [70].

105 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [70]–[72].

106 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [82].

107 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [84].

108 *Yangbum Engineering Pte Ltd v Liang Xihong* [2025] 5 SLR 219 at [85].

109 [2025] 1 SLR 758.

Menon CJ and Tay Yong Kwang JCA agreed), addressed two principal issues:

- (a) first, whether the existing legal framework governing beneficial ownership of jointly held property required modification in light of the Privy Council's decision in *Whitlock v Moree*¹¹⁰ (“*Whitlock*”); and
- (b) second, whether the transferor of the relevant funds, the late Dr Khoo Boo Kwee (“Dr Khoo”), had intended to make an *inter vivos* gift of two joint bank accounts to the appellants.

16.39 The appeal was dismissed, with the court affirming that the appellants held the legal title in the joint accounts on a resulting trust for Dr Khoo's estate.

16.40 Dr Khoo had four children with his wife, Ng Eu Lin Evelyn (“Ng”): Khoo Teng Jin, Khoo Phaik Ean Patricia (“Patricia”), Khoo Phaik Eng Katherine, and Khoo Phaik Lian Joyce (“Joyce”).¹¹¹ Ng and Patricia were the appellants, and Dr Khoo's three other abovementioned children were the respondents.¹¹² By way of a will executed on 10 August 2012 (“Will”), Dr Khoo provided, at cl 5(1) of the Will, for the distribution of his residuary estate among his four children in equal shares. Dr Khoo's residuary estate included, amongst other things, two bank accounts held in Dr Khoo's sole name with the United Overseas Bank (“UOB”) and the Post Office Savings Bank (“POSB”) respectively (“UOB Account” and “POSB Account” respectively).¹¹³ The residuary estate contained, at the material time, approximately \$4,080,000.¹¹⁴

16.41 Between 3 and 6 November 2019, Dr Khoo engaged in four discussions with Patricia (“Four Discussions”), during which Dr Khoo communicated a series of intended amendments to his Will, including (a) the sale of the family home (“Siglap Property”) to Patricia at a price derived from averaged valuations; (b) the removal of Joyce as co-executrix; and (c) a cash gift of \$80,000 to Ng out of Dr Khoo's fixed deposits with UOB.¹¹⁵ On 7 November 2019, after Patricia conveyed Dr Khoo's amendment instructions to Dr Khoo's solicitor, Jeffrey Ching, Dr Khoo brought Patricia and Ng to the branch offices of UOB and POSB, where Dr Khoo's sole accounts were converted into joint accounts

110 (2017) 20 ITELR 658.

111 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [9].

112 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [1] and [5].

113 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [11]–[12].

114 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [19].

115 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [14]–[22].

in the names of Dr Khoo, Patricia, and Ng (“Joint Accounts”).¹¹⁶ The bank officers explained to Dr Khoo the legal effects of conversion, including the operation of the right of survivorship.¹¹⁷ Patricia alleged that upon returning home, Dr Khoo handed Patricia the POSB passbook and UOB fixed deposit slips and said “[i]t’s yours”,¹¹⁸ which Patricia understood to mean that the conversion of the Joint Accounts was to gift the Joint Accounts to the appellants to help Patricia purchase the Siglap Property and care for Ng in the future.¹¹⁹

16.42 On 18 November 2019, 11 days after Dr Khoo’s sole accounts were converted into the Joint Accounts, Dr Khoo executed a codicil to the Will (“Codicil”) which gave legal effect to amendments discussed in the Four Discussions. In particular, Dr Khoo retained cl 5(1) of the Will with an amendment to clarify that the distribution of the residuary estate to the beneficiaries could take place prior to the sale of the Siglap Property to Patricia.¹²⁰

16.43 The General Division had held that Ng and Patricia held the Joint Accounts on a resulting trust for Dr Khoo’s estate, as there was sufficient direct evidence that Dr Khoo intended to retain a beneficial interest in the Joint Accounts.¹²¹ The General Division referred in particular to the Codicil executed by Dr Khoo.¹²² Even though the Codicil was executed *after* the conversion of the UOB Account and POSB Account to the Joint Accounts, Dr Khoo described the moneys in the UOB Account as “my total fixed deposits”¹²³ [Court of Appeal’s emphasis in *Khoo v Khoo*], and generally continued to treat the moneys in the Joint Accounts as his money to be bequeathed under the Will and Codicil.¹²⁴

16.44 The Court of Appeal endorsed the view that the six-step framework set out in *Chan Yuen Lan* need not be applied mechanistically – where there is no suggestion of a common intention constructive trust nor any dispute as to the parties’ financial contributions to the property, the court can “zero in on the resulting trust analysis”¹²⁵ and not have to “go through the motions of applying the *Chan Yuen Lan* framework from

116 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [24].

117 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [24]–[25].

118 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [28].

119 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [28].

120 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [32].

121 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [33].

122 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [35].

123 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [37].

124 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [35]–[37].

125 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [57].

start to finish”.¹²⁶ This suggests that the Singapore courts may be quietly retreating from the six-step framework.

16.45 Given that a resulting trust responds to a lack of intention on the part of a transferor of property to benefit the transferee, the Court of Appeal set out four possible scenarios where a party A makes a gratuitous transfer of property to the joint names of A and B, differentiated based on A's intention as discerned from the evidence before the court:¹²⁷

(a) *Scenario 1*: If the evidence establishes that A intended to benefit B immediately, no resulting trust arises and A and B hold the property as joint tenants. Upon A's death, B would become the sole and absolute owner of the property by virtue of the right of survivorship operating on A's share of the legal interest.¹²⁸ (“Scenario 1”)

(b) *Scenario 2*: If the evidence establishes that A did not intend to benefit B immediately but only intended for B to inherit what is left of the estate when A dies, then a resulting trust arises from the time of transfer and subsists until A's death, whereupon the resulting trust would terminate and allow B to take the entire interest in the property absolutely.¹²⁹ (“Scenario 2”)

(c) *Scenario 3*: If the evidence establishes that A did not intend to benefit B at all, then an actual resulting trust arises from the time of transfer and upon A's death, B would continue to hold A's aliquot share on resulting trust for A's estate.¹³⁰

(d) *Scenario 4*: If there is insufficient or no evidence of the transferor's intention, the court will apply the twin presumptions of resulting trust and advancement as applicable.¹³¹

16.46 With respect, it is submitted that future cases should not adopt these four scenarios in a formulaic manner. Just as the *Chan Yuen Lan* framework has at times been applied with undue rigidity, there is a risk that

126 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [57]. See Tang Hang Wu, “Broken Kinship: Family Property Disputes and the Common Intention Constructive Trust in Singapore” (2024) 12 *International Journal of Law, Policy and the Family* 1 for the argument that the six-step approach should be re-considered.

127 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [60].

128 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [64]–[65].

129 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [66]–[70], citing the decision of the High Court of Australia in *Russell v Scott* (1936) 55 CLR 440 at 454–455 and 457–458, as well as *Lau Siew Kim v Yeo Guan Chye Terence* [2008] 2 SLR(R) 108 at [145].

130 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [77].

131 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [78].

these four scenarios may likewise come to be treated as fixed categories rather than analytical aids. This danger is not theoretical. In *Ngor Shing Rong Jake v Wong Mei Lee Millie*,¹³² the General Division appears to have interpreted Scenario 2 as giving rise to a “conditional resulting trust”.¹³³ Although that decision was subsequently overturned by the Court of Appeal on other grounds, the court did not express a final view on the concept of a “conditional resulting trust”. The Court of Appeal’s decision is considered below.¹³⁴

16.47 The appellants sought to rely on the Privy Council’s decision in *Whitlock* to argue that a declaration of beneficial interests as between co-owners, as expressed in bank documents, should be conclusive of the transferor’s intentions as to the parties’ beneficial entitlements.¹³⁵ However, the Court of Appeal held that *Whitlock* did not lay down any new law and the approach in *Whitlock* was consistent with the existing framework for resulting trusts under Singapore law, which did not support the appellants’ interpretation.¹³⁶ The general principle relied on by the majority in *Whitlock* was that “where the relevant property is transferred to the legal holders by a written instrument, a statement as to the beneficial ownership of the property in that instrument is usually conclusive”,¹³⁷ and the issue of beneficial ownership would turn on the construction of that instrument.¹³⁸

16.48 Under Singapore law, “[t]he question of whether there was a declaration of beneficial interest as between the parties”¹³⁹ is “subsumed within the broader inquiry of whether there was sufficient evidence of the transferor’s actual intention”,¹⁴⁰ and it would be incorrect to “hive it off as a separate question”.¹⁴¹ The Court of Appeal, in particular, clarified that the decision in *Whitlock* does not suggest a decoupling of the question of the existence of a declaration of beneficial interests from the broader question of the transferor’s intention, and that “Any provision or clause in the bank documents would only be a declaration of beneficial interests if the parties intended that it be so.”¹⁴² The exercise of construction of the

132 [2025] SGHC 119.

133 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [17(b)].

134 See paras 16.56–16.69 below.

135 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [43].

136 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [80].

137 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [85].

138 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [85].

139 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [89].

140 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [89].

141 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [89].

142 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [92].

written instrument was a means to the end of ascertaining the intention of the transferor, and not an end in and of itself.¹⁴³

16.49 The Court of Appeal observed that the position in *Whitlock* is no different from the position under Singapore law. Considering *Whitlock* as well as the relevant local authorities, the Court of Appeal elucidated four points regarding the interpretation of bank documents in relation to beneficial interests:¹⁴⁴

- (a) The interpretation of bank documents is an attempt to ascertain the intention of the transferor.
- (b) Bank documents *can* be conclusive of the transferor's intention, and in turn, the account holders' respective beneficial entitlements in the account, if the inquiry into the intention of the transferor in the first point leads to that conclusion.
- (c) Whether bank documents are conclusive would turn on their proper construction in accordance with settled principles.
- (d) There is no bright-line rule as to what bank documents do or do not address.

16.50 Based on the totality of the evidence aside from the bank documents, the Court of Appeal affirmed the General Division's finding that Dr Khoo's intention was to retain the beneficial interest in the Joint Accounts for the equal benefit of all four children.¹⁴⁵ Dr Khoo's intention had never changed, from the initial execution of the Will in 2012 to the execution of the Codicil in 2019.¹⁴⁶ Critically, the Court of Appeal identified a "seamless and unbroken link"¹⁴⁷ between the Four Discussions preceding the conversion of the UOB Account and POSB Account and the execution of the Codicil thereafter.¹⁴⁸

16.51 Furthermore, the Codicil was not merely subsequent conduct but a direct legal crystallisation of Dr Khoo's expressed intention before the conversion took place. In this regard, the court applied the more liberal approach to subsequent conduct endorsed in *Tan Yok Koon v Tan Choo Suan*,¹⁴⁹ while observing that even under the stricter

143 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [93], citing Lord Upjohn in *Vandervell v Inland Revenue Commissioners* [1967] 2 AC 291 at 312.

144 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [99].

145 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [103].

146 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [127].

147 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [114].

148 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [114].
149 [2017] 1 SLR 654.

historical rule in *Shephard v Cartwright*,¹⁵⁰ the Codicil would have been admissible given its proximity in time and symmetry with Dr Khoo's pre-conversion intention.¹⁵¹

16.52 The Court of Appeal found that the above conclusion was not displaced by the bank documents, which consist of the account conversion forms designed to convert an existing account in the sole name of an account holder to an account in joint names and the terms and conditions ("T&Cs") governing the Joint Accounts.

16.53 The Court of Appeal held that the "beneficial owners"¹⁵² declarations in the account conversion forms did not entail "beneficial ownership"¹⁵³ in the legal and/or equitable sense.¹⁵⁴ Drawing on *Zhang Lan v La Dolce Vita Fine Dining Group Holdings Ltd*¹⁵⁵ and the Monetary Authority of Singapore's Notice 626 issued pursuant to s 27B(1) of the Monetary Authority of Singapore Act,¹⁵⁶ the court held that the phrase "beneficial owner" in the context of bank account opening forms is a regulatory term of art designed to combat money laundering and terrorism financing, focused on factual control of the customer with whom the bank is transacting, rather than equitable entitlement to the chose in action.¹⁵⁷ Furthermore, even assuming the phrase connoted equitable entitlement, the declarations were joint declarations by all account holders as a collective to the bank, and said nothing about how the equitable interest was distributed as between Dr Khoo and the appellants.¹⁵⁸

16.54 As to the survivorship clauses in the T&Cs, the Court of Appeal held that these provisions addressed only legal title and the bank's operational mandate upon the death of an account holder. Specifically, the T&Cs clarified the bank's authority to act on the instructions of the surviving holder so as to avoid breach of its strict compliance duty. The T&Cs did not address equitable ownership as between the account holders.¹⁵⁹

150 [1955] AC 431.

151 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [115].

152 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [132].

153 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [132].

154 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [132].

155 [2023] 2 SLR 137.

156 Cap 186, 1999 Rev Ed.

157 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [132]–[139].

158 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [140].

159 *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [143]–[145].

16.55 The Court of Appeal's decision in *Khoo v Khoo* lays down several principles of significance. First, it reconciles *Whitlock* with Singapore's existing resulting trust framework, clarifying that the inquiry into whether bank documents constitute a declaration of beneficial interests is not a threshold question but an integral part of the broader analysis of the transferor's intention. Second, *Khoo v Khoo* introduces a four-scenario taxonomy for disputes involving gratuitous transfers into joint names, and offers extensive analysis of the juridical basis for Scenario 2 arrangements, pointing to a resulting trust analysis as a possible doctrinal foundation. However, lingering difficulties persist in explaining how the resulting trust is extinguished upon the death of the joint tenant. Finally, *Khoo v Khoo* emphasises the evidential centrality of the transferor's actual intention, and the limited weight that standard-form bank documents (often drafted for regulatory compliance rather than proprietary disposition) will typically carry in establishing that intention.

16.56 The Court of Appeal decision in *Millie Wong v Jake Ngor* overturns the decision of the General Division on the dispute between two former romantic partners concerning the beneficial ownership of a private condominium registered in the ownership ratio of 99:1. *Millie Wong v Jake Ngor* is a landmark case on resulting trust. This case also clarifies that the purchase of a property in 99:1 ownership shares for the purpose of avoiding ABSD constitutes tax evasion and may taint a trust with illegality.

16.57 The material facts arose from a property dispute between former romantic partners. Jake Ngor Shing Rong ("Ngor"), the respondent, and Wong Mei Lee Millie ("Wong"), the appellant, jointly purchased a condominium unit in Hillcrest Arcadia ("Arcadia Property") for \$1.865m in December 2019.¹⁶⁰ Ngor contributed substantially more to the purchase price, paying \$359,949.42 compared to Wong's \$159,678; the balance of the purchase price was financed by a joint mortgage serviced primarily through central provident fund (CPF) moneys and rental proceeds.¹⁶¹ However, despite Ngor having contributed more to the purchase price than Wong, the parties registered their interests as tenants-in-common in a 99:1 ratio in Wong's favour.¹⁶²

16.58 The parties' relationship deteriorated and the parties separated in November 2020.¹⁶³ Ngor thereafter commenced proceedings, seeking a declaration that he held 71% of the beneficial interest in the Arcadia

160 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [3].

161 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [4].

162 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [3]–[4].

163 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [5].

Property on the basis that his disproportionate financial contributions gave rise to a resulting trust in his favour.¹⁶⁴ Wong resisted, asserting that the 99:1 ratio reflected both the legal and beneficial ownership as between the parties.¹⁶⁵

16.59 Ngor argued that he had only agreed to register the Arcadia Property in the 99:1 ratio subject to two conditions: (a) a “Cheating Condition”,¹⁶⁶ under which Wong would only beneficially own 99% of the Arcadia Property if Ngor were unfaithful to her (“Cheating Condition”); and (b) a “2nd Property Condition”,¹⁶⁷ under which Wong would only beneficially own 99% of the Arcadia Property upon the purchase of a second property in Ngor’s sole name (“2nd Property Condition”). Ngor’s position was that absent the occurrence of either condition, he did not intend to benefit Wong with his financial contributions, and a resulting trust accordingly subsisted in his favour.¹⁶⁸ Wong’s case was that the 99:1 ratio reflected an unconditional and genuine allocation of beneficial ownership, motivated by her insecurities about Ngor’s fidelity and his desire to offer her meaningful assurance.¹⁶⁹

16.60 The General Division judge found in Ngor’s favour, holding that Wong held approximately 54.22% of her registered interest on a resulting trust for Ngor, calibrated by reference to the parties’ respective financial contributions.¹⁷⁰ The Court of Appeal overturned the General Division judge’s decision and found that no resulting trust arose over Wong’s share of the Arcadia Property.

16.61 The Court of Appeal restated the analytical framework drawn from *Khoo v Khoo*, in which the Court of Appeal had articulated four scenarios differentiated by a transferor’s intention when property is gratuitously placed in the name of another.¹⁷¹ The Court of Appeal also reiterated the reminder in *Khoo v Khoo* to not apply the *Chan Yuen Lan* framework mechanistically, but to simply focus on the key issues in dispute.¹⁷² Again, this case illustrates the retreat from the six-step *Chan Yuen Lan* framework.

164 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [5].

165 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [5].

166 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [6(b)].

167 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [6(b)].

168 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [6].

169 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [8].

170 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [15].

171 See para 16.45 above, citing *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [60].

172 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [22], citing *Khoo Phaik Ean Patricia v Khoo Phaik Eng Katherine* [2025] 1 SLR 758 at [57].

16.62 The Court of Appeal affirmed in clear terms that the presumptions operate only as tools of last resort.¹⁷³ Drawing on Lord Briggs’ restatement in *Gany Holdings (PTC) SA v Khan*¹⁷⁴ and the commentary in *Underhill and Hayton: Law of Trusts and Trustees*,¹⁷⁵ the Court of Appeal endorsed the position that recourse to the presumption of resulting trust is “neither necessary nor permissible where the evidence before the court sufficiently establishes the transferor’s intention”.¹⁷⁶ It further endorsed the view, expressed in earlier Singapore jurisprudence including *Lau Siew Kim v Yeo Guan Chye Terence*¹⁷⁷ and *Chan Yuen Lan*, that presumptions are instruments of last resort, operative only where direct evidence on intention is unavailable.¹⁷⁸

16.63 The Court of Appeal identified an important practical consequence arising from whether the presumption is applied as the first analytical step or as a last resort in the analytical sequence. Where the presumption is applied as the first analytical step, the evidential burden shifts immediately to the transferee-defendant to rebut it. By contrast, where the presumption rightfully operates only as a last resort, the transferor-claimant bears the evidential burden from the outset to prove a lack of donative intent, and must adduce sufficient evidence to discharge or at least shift that burden. Where relevant evidence is available but not adduced, adverse inferences may be drawn against the transferor-claimant.¹⁷⁹

16.64 The court also noted that the modern evidentiary landscape makes it rare that the presumptions will actually be needed. The proliferation of text messages and electronic communications, described as an “information explosion”,¹⁸⁰ means that direct evidence of intention is typically available even where a transferor is deceased or otherwise unable to give evidence.¹⁸¹ This observation has significant practical implications, signalling that parties who invoke the presumption of resulting trust in the face of available but uncongenial evidence cannot

173 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [23].

174 (2018) 21 ITELR 310.

175 Paul Matthews *et al*, *Underhill and Hayton: Law of Trusts and Trustees* (LexisNexis, 20th Ed, 2022). *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [28]–[30].

176 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [23].

177 [2008] 2 SLR(R) 108.

178 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [32].

179 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [35].

180 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [30], citing Chief Justice Sundaresh Menon, Supreme Court of Singapore, “The Complexification of Disputes in the Digital Age”, speech delivered at the 26th Goff Lecture 2021 (9 November 2021).

181 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [30].

expect the court to treat the presumption as a shortcut to establishing their case.

16.65 Applying the above principles, the Court of Appeal held that the case fell squarely within Scenario 1, *ie*, that Ngor had intended to benefit Wong immediately, and that no resulting trust arose.¹⁸² The Court of Appeal identified several strands of evidence, each individually significant and collectively compelling, that pointed to the parties intending the 99:1 registered ratio to reflect their beneficial ownership, including:

(a) *Ignorance of the legal/beneficial distinction*: Given that both parties had admitted in cross-examination that they did not know or understand the concept of beneficial ownership distinct from legal title, neither could have intended such a divergence.¹⁸³ The execution of the 99:1 document accordingly served as objective evidence of a common intention to hold the property in that ratio both legally and beneficially.¹⁸⁴ The Court of Appeal clarified that laypersons need not understand the concept of beneficial interest for a resulting trust to arise, but there must be evidence to indicate that the registered interest was *not* reflective of the parties' intentions as to ownership.¹⁸⁵ That the parties registered their interest in a 99:1 ratio in Wong's favour whilst not being aware of the possibility of holding different beneficial interests strongly supported Wong's case that the registered interest reflected the parties' ownership intentions.¹⁸⁶ This aspect of the judgment should not be interpreted as establishing a general requirement that a claimant must be aware of the concept of beneficial ownership before a resulting trust can arise. The reasoning is better understood as being confined to the particular facts of this case, especially the unusual proportions in which the property was held and the extensive discussions between the parties regarding its registration.

(b) *The 99:1 arrangement was not a sham*: Ngor had expressly conceded in affidavit and under cross-examination that the 99:1 arrangement was "genuine"¹⁸⁷ and not a "sham",¹⁸⁸ and that he was not attempting to misrepresent his ownership to the Inland Revenue Authority of Singapore, which the Court of Appeal

182 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [21] and [36].

183 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [39].

184 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [38].

185 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [39].

186 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [39].

187 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [40].

188 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [40].

observed to mean that the parties had genuinely intended the 99:1 ratio to reflect their actual ownership.¹⁸⁹

(c) *Rejection of the 50:50 agreement:* Ngor had asserted that the parties initially agreed to purchase the Arcadia Property in equal shares on the day of purchase, before later revising this to the 99:1 ratio upon Wong raising her insecurities.¹⁹⁰ The Court of Appeal rejected this account as contrived and unsupported by the evidence.¹⁹¹ The alleged initial 50:50 document was never produced and was only belatedly mentioned under cross-examination; Ngor had also failed to call the relevant witness despite his clear ability to do so, thereby attracting an adverse inference against the existence of the 50:50 agreement.¹⁹²

(d) *Rejection of the Cheating Condition and the 2nd Property Condition:* The Court of Appeal identified that Ngor's Cheating Condition and 2nd Property Condition were both internally inconsistent, unreliable, and not borne out by the evidence.¹⁹³ Ngor initially characterised the conditions as requiring Ngor to transfer his 1% registered interest to Wong if either condition is satisfied, which is consistent with Wong's case that she already held her 99% interest beneficially.¹⁹⁴ At trial, however, Ngor contended that Wong's registered 99% interest would only vest upon the satisfaction of either condition.¹⁹⁵ In any event, the contemporaneous text messages, in particular those from July 2018, December 2018, and July 2020, did not support the existence of the Cheating Condition and 2nd Property Condition.¹⁹⁶

(e) *Re-analysis of the text messages:* The Court of Appeal disagreed with the General Division's interpretation of the parties' use of the phrase "under [Wong's] name"¹⁹⁷ as indicative of nominal rather than beneficial ownership. The Court of Appeal observed that this interpretation would require the parties to have understood and deliberately employed the legal/beneficial distinction, which they had each admitted they did not.¹⁹⁸ Examining the messages holistically, including Ngor's statement

189 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [40].

190 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [42].

191 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [42].

192 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [42]–[46].

193 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [49]–[75].

194 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [50]–[51] and [70].

195 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [50]–[53] and [70]–[74].

196 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [58]–[66] and [75].

197 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [78].

198 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [78].

in December 2018 acknowledging that his financial contributions would “go down the drain”¹⁹⁹ if the relationship ended, the court concluded that the messages were more consistent with Wong’s case than with Ngor’s.²⁰⁰

16.66 Given the Court of Appeal’s finding that, on the facts, *Millie Wong v Jake Ngor* ought to be categorised as a Scenario 1 case, the Court of Appeal did not consider whether the General Division had erred in expanding the concept of “conditional resulting trusts” by describing Scenario 2 in “broader terms”.²⁰¹

16.67 Finally, although the Court of Appeal found it strictly unnecessary to consider illegality given its conclusion that no resulting trust arose,²⁰² even if a resulting trust arose over the Arcadia Property, the Court of Appeal considered that the issue of illegality would have been an independent basis for denying Ngor’s claim.²⁰³

16.68 The Court of Appeal disagreed with the General Division’s finding that Ngor only contemplated under-stamping and not tax evasion. If Ngor truly knew that his interest in the Arcadia Property exceeded his registered 1% interest, then Ngor must have known of his larger beneficial interest and planned to conceal it when subsequently purchasing a second property so as to avoid paying ABSD.²⁰⁴ The contemplated illegality was therefore tax evasion under s 62(a) of the Stamp Duties Act 1929²⁰⁵ and not just the strict liability offence of under-stamping.²⁰⁶ Ngor’s claim that he would have transferred his entire beneficial interest to Wong prior to purchasing a second property was deemed “belated”, “unpersuasive” and “self-serving”.²⁰⁷

16.69 Given that the illegality was not merely under-stamping but the far more serious act of tax evasion involving deliberate fraud, the Court of Appeal considered that denying Ngor’s claim under a hypothetical resulting trust would not be disproportionate.²⁰⁸ First, the Court of Appeal rejected the General Division’s finding that the primary purpose of the 99:1 ratio was to assuage Wong’s insecurities, finding instead that

199 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [83].

200 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [83].

201 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [11]–[12] and [92].

202 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [93].

203 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [132].

204 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [110]–[112].

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206 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [113] and [115].

207 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [114].

208 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [118].

the plan to acquire a second property free of ABSD was integral to the choice of the 99:1 ratio from the outset.²⁰⁹ Critically, the resulting trust was the precise legal arrangement which, if undisclosed, would have enabled Ngor to retain a beneficial interest in the Arcadia Property while purchasing a second property without incurring ABSD. The illegality was therefore central to, and not merely incidental to, the trust.²¹⁰ Second, citing *Ting Siew May v Boon Lay Choo*,²¹¹ the Court of Appeal also affirmed that once an illegal purpose is established it taints the transaction from the outset, and it is irrelevant that no tax was ultimately evaded or that the parties would no longer pursue the plan because of their separation.²¹² Third, the Court of Appeal noted that the existence of a statutory mechanism to correct the illegality under the Stamp Duties Act 1929²¹³ did not “detract from the fact that it is impermissible and unacceptable for parties to deliberately structure their transactions in a way which evades their tax obligations.”²¹⁴ Finally, given that the contemplated illegality was tax evasion, which involves dishonesty, the Court of Appeal considered that the financial consequences of stripping Ngor of his alleged beneficial interest in the property are unlikely to outweigh the gravity of the illegality.

III. Constructive trust

16.70 *Jenny Prawesti v Sauw Tjiauw Koe*²¹⁵ is a significant case as a further instance of the Singapore courts’ quiet retreat from the well-known six-step framework articulated by V K Rajah JA in *Chan Yuen Lan*.²¹⁶ Nair JCA cautioned that:²¹⁷

209 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [120].

210 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [122].

211 [2014] 3 SLR 609.

212 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [124] and [128], citing *Ting Siew May v Boon Lay Choo* [2014] 3 SLR 609 at [98]. See also *Ochroid Trading Ltd v Chua Siok Lui* [2018] 1 SLR 363 at [44]–[49] and [176(b)(ii)], where the Court of Appeal discussed the possible applicability of the doctrine of *locus poenitentiae* as long as *restitutio in integrum* could be achieved in practical terms.

213 2021 Rev Ed.

214 *Wong Mei Lee Millie v Ngor Shing Rong Jake* [2026] 1 SLR 600 at [129].

215 [2025] SGHC 209.

216 *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [160]. See also Rachel Leow & Timothy Liao, “Resulting Trusts: A Victory for Unjust Enrichment” (2014) 73 *Cambridge Law Journal* 500; Tang Hang Wu, “A Dispute in Chancery Lane: Reconsidering the Resulting and Common Intention Constructive Trust” [2015] *Conveyancer and Property Lawyer* 169; Jonathan Muk, “Proposed Improvements to the Division of Parties’ Beneficial Interests Beyond the Women’s Charter” (2015) 27 *SaCLJ* 230.

217 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [22].

[T]he six-step *Chan Yuen Lan* framework should not be mechanistically applied even in cases involving allegations of a common intention constructive trust. It is the parties' actual intentions (whether express or inferred) that is determinative.

16.71 Nair JCA then stated that, rather, "the court should begin by ascertaining the intention (express or inferred) of the parties, whether the action is brought under a resulting trust or a common intention constructive trust".²¹⁸ This development is to be welcomed. As has been argued, the primary inquiry should be directed at the parties' actual intentions rather than commencing the analysis of the unequal contribution of purchase price and the presumption of resulting trust.²¹⁹

16.72 While the analytical position on departing from the six-step framework is to be welcomed, this case introduces some difficulty into the inquiry into the parties' common intention. The judge identified three broad scenarios in which such intention may arise:²²⁰

- (a) an express discussion;
- (b) an inferred common intention evidenced by direct financial contributions to the purchase price; and
- (c) an implied common intention arising from other conduct apart from financial contributions.

16.73 With respect, this tripartite classification is unnecessary. There are only two categories of common intention: express and inferred common intention. Categories (b) and (c) are properly subsumed within inferred common intention and nothing is gained by suggesting a distinct category of implied common intention.

16.74 The facts of the case have been outlined above.²²¹ Nair JCA denied the existence of any express common intention constructive trust over the 26 Properties as neither party's claim as to an express common intention was sufficiently made out on the evidence. Prawesti's claim that she had been promised equal ownership over the 26 Properties by Koe was rejected by the General Division on the basis that the alleged promise was only raised at a later stage in the proceedings, and Prawesti had not otherwise acted on or mentioned this alleged promise to Koe or anyone

218 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [23].

219 See Tang Hang Wu, "Broken Kinship: Family Property Disputes and the Common Intention Constructive Trust in Singapore" (2024) 12 *International Journal of Law, Policy and the Family* 1.

220 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [26].

221 See paras 16.2–16.6 above.

else prior to commencing the proceedings.²²² On the other hand, the General Division also rejected Koe's claim that Prawesti intended to hold the 26 Properties on trust for Koe, as Koe was unable to show that she had reimbursed Prawesti for Prawesti's financial contributions, nor could Koe prove that she had expressed or relied on her claim of full beneficial ownership of the 26 Properties.²²³

16.75 In respect of the Centrepont Property, the General Division found that there was no implied common intention constructive trust or resulting trust over the property.²²⁴ Both Prawesti and Koe had contributed to financing the purchase of the Centrepont Property, with (a) Prawesti having made substantial individual contributions towards financing the Centrepont Property; (b) many contributions being made from a joint account in Koe and Prawesti's joint names; and (c) the mortgage loan for the Centrepont Property being taken out in Koe and Prawesti's joint names.²²⁵ Prawesti was also especially involved in the purchase of the Centrepont Property, as the option to purchase was issued to and exercised solely by Prawesti.²²⁶

16.76 However, the remaining 25 out of the 26 Properties ("25 Properties") were found to be held by Prawesti on an inferred common intention constructive trust or an actual resulting trust in favour of Koe.²²⁷ Koe by and large paid for the 25 Properties by herself, and was solely responsible for the mortgage repayments for the properties, regardless of the name(s) under which the mortgage loans were taken out.²²⁸ Koe's sole liability for mortgage repayments was evidenced by the LOI signed by Koe at Prawesti's request.²²⁹

16.77 The General Division also found that Prawesti's behaviour was inconsistent with Prawesti's claim of being a 50% owner of the 25 Properties. First, until the dispute arose in 2021, Prawesti never asked for an account of the rental or sale proceeds, even when six properties were sold in 2016 and 2017 while Prawesti was in dire financial need.²³⁰ Second, the seemingly "random manner"²³¹ in which Prawesti's and Koe's legal interests were registered (*ie*, varying between joint tenancies

222 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [40]–[53].

223 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [54]–[70].

224 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [76].

225 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [78]–[80].

226 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [86].

227 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [93] and [113].

228 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [94]–[97].

229 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [98].

230 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [109].

231 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [115].

and tenancies-in-common with different percentages) indicated that Prawesti had no say in the arrangements and that Koe was in total control.²³² Prawesti was otherwise unable to satisfactorily prove that she had a beneficial interest in the 25 Properties as she could not show her contributions towards the funds used to purchase the 25 Properties, and Prawesti's payment of income tax on rentals was treated as a "neutral"²³³ fact at best, given that the amount of income tax paid was modest compared to Prawesti's claim of 50% beneficial co-ownership.²³⁴

16.78 The Appellate Division in *Robert Tantular* also considered the possibility of establishing an institutional constructive trust. The facts are set out at paras 16.9–16.12 above.

16.79 As an alternative argument to his express trust claim, Tantular sought to establish an institutional constructive trust over his share of the Investment, arguing that Tan had fraudulently taken his property in breach of Tan's duties as a constructive trustee.

16.80 The Appellate Division affirmed the established principle that an institutional constructive trust arises only where the defendant's conduct falls within a recognised category of unconscionable behaviour, one such category being fraud and profit in breach of fiduciary duty.²³⁵ Tantular had not specified the category of unconscionable behaviour he was relying on in his pleadings. At trial, Tantular's counsel claimed that the relevant category of unconscionable behaviour was fraudulent taking.²³⁶

16.81 The Appellate Division acknowledged that where property is obtained by outright taking without consent, a constructive trust may be imposed over the stolen property.²³⁷ However, Tantular had not addressed how Tan's failure to seek Tantular's consent in terminating Tantular's stake in the Investment amounts to fraud. In particular, Tantular had not shown the proprietary link between what was taken from him (as the claimant) and what was received by the defendant (Tan). The Appellate

232 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [115].

233 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [116].

234 *Jenny Prawesti v Sauw Tjiauw Koe* [2025] SGHC 209 at [103]–[108] and [116].

235 *Robert Tantular* at [114], citing *Peck Wee Boon Patrick v Lim Poh Goon* [2024] 5 SLR 1234 at [150] and *Zaiton bte Adom v Nafsiah bte Wagiman* [2023] 3 SLR 533 at [107].

236 *Robert Tantular* at [115].

237 *Robert Tantular* at [116]–[117], citing *Snell's Equity* (John McGee & Steven Elliott gen ed) (Sweet & Maxwell, 34th Ed, 2020) at para 26-012 and Lord Browne-Wilkinson's judgment in *Westdeutsche Landesbank Girozentrale v Islington London Borough Council* [1996] AC 669 at 716.

Division cited *Yuanta Asset Management International Ltd v Telemedia Pacific Group Ltd*²³⁸ as an illustration of this principle in operation.²³⁹

16.82 The critical doctrinal point to emerge from this portion of the judgment is the requirement of a proprietary link between what is taken from the claimant and what is received by the defendant.²⁴⁰ In *Yuanta Asset Management International Ltd v Telemedia Pacific Group Ltd*,²⁴¹ the proprietary link was established through the direct chain from the misappropriated shares to the sale proceeds ultimately pocketed by the errant director.²⁴² In the present case, however, the court identified three independently sufficient reasons why no such proprietary link existed:²⁴³

(a) *Shares in Centrum GS did not belong to Tantular*: The shares in Centrum GS did not belong to Tantular *per se*, as Tantular only held a minority interest in Spurlington BVI, which in turn wholly owned Spurlington (USA) Inc (“Spurlington USA”), which held the shares in Centrum GS. Given the principle that the assets of related companies belong to each discrete entity, Spurlington BVI did not own Spurlington USA’s assets, and Tantular did not own Spurlington BVI’s assets.²⁴⁴

(b) *Unsupported characterisation of the “property”*: Tantular sought to characterise his “property” as “the right to the opportunity to receive profits from the Investment”.²⁴⁵ The Appellate Division distinguished both authorities that Tantular cited in support of his position as the authorities cited concerned actual profits made by errant directors from diverted corporate opportunities, which was held to be a materially different situation from the “bundle of rights”²⁴⁶ arising from shareholding that Tantular sought to have characterised as trust property.²⁴⁷

(c) *No personal receipt by Tan*: Even on Tantular’s characterisation of the relevant “property”, Tan did not personally receive either Spurlington USA’s shares or the rights attached thereto. Tan’s benefit, *ie*, the increased value of his shareholding

238 [2018] 2 SLR 21.

239 *Robert Tantular* at [120].

240 *Robert Tantular* at [119].

241 [2018] 2 SLR 21.

242 *Robert Tantular* at [120]–[121], citing *Yuanta Asset Management International Ltd v Telemedia Pacific Group Ltd* [2018] 2 SLR 21 at [115]–[116].

243 *Robert Tantular* at [121].

244 *Robert Tantular* at [121(a)].

245 *Robert Tantular* at [121(b)].

246 *Robert Tantular* at [121(b)].

247 *Robert Tantular* at [121(b)].

in Goodyork Co and Hypac Capital Corp, was indirect and does not satisfy the requirement of a proprietary link.²⁴⁸

16.83 On this basis, the Appellate Division found that Tan was not a constructive trustee for Tantular, and Tantular's alternative claim in institutional constructive trust failed.

IV. Other equitable doctrines

16.84 In *Envy Asset Management Pte Ltd v Ng Yu Zhi*, the General Division considered, among other causes of action, breach of fiduciary duties, unjust enrichment, dishonest assistance and knowing receipt in the context of a Ponzi scheme. The plaintiffs were the insolvent companies Envy Asset Management Pte Ltd, Envy Global Trading Pte Ltd and Envy Management Holdings Pte Ltd (collectively, "Envy Companies") and the liquidators of the Envy Companies, who brought, amongst other claims, claims against former directors and employees for breach of fiduciary duties, unjust enrichment, dishonest assistance and knowing receipt relating to involvement in a fraudulent nickel trading scheme.

16.85 The Envy Companies purportedly operated a physical nickel trading scheme, where they purchased London Metal Exchange-grade Nickel Grade Metal ("Poseidon Nickel") from Poseidon Nickel Ltd at a discount and on-sold to third-party buyers at market price ("Purported Nickel Trading"). Investors would purportedly profit by financing the alleged purchase of discounted nickel and receiving a portion of the receivables from the alleged third-party sales.²⁴⁹

16.86 However, the Purported Nickel Trading was a fictitious Ponzi scheme, and the Envy Companies did not purchase or on-sell any nickel.²⁵⁰ Instead, each month, the Envy Companies' founder, Ng Yu Zhi ("Yu Zhi"), siphoned millions of investors' moneys out of the Envy Companies to his personal bank account under the guise of transfers to Envy Asset Management Trading, a company purportedly incorporated to make and receive payments for Poseidon Nickel.²⁵¹ The Envy Companies convinced investors that the nickel trading was legitimate, such as by forging transaction documents relating to sales to third party buyers, and live webcasting a visit to a commodities warehouse in Singapore containing large amounts of nickel briquettes. Investors were told that these nickel briquettes were Poseidon Nickel acquired for Purported Nickel Trading,

248 *Robert Tantular* at [121(c)].

249 *Envy Asset Management* at [7].

250 *Envy Asset Management* at [26].

251 *Envy Asset Management* at [41].

but the nickel briquettes were in fact acquired from a third party to clothe the Ponzi scheme with legitimacy.²⁵²

16.87 The liquidators of the Envy Companies brought proceedings against former directors Lee Si Ye (“Lee”) and Ju Xiao (“Ju”) and administrative assistant Cheong Ming Feng (“Cheong”) (collectively, “Defendants”). Yu Zhi was originally a defendant, but the suit did not proceed against him when he was adjudged bankrupt.²⁵³

16.88 The General Division was satisfied that Ju had subjective knowledge of the nature and scale of the Ponzi scheme. Ju procured the purchase and reselling of the third-party nickel briquettes, and was acutely aware that the shipment was to mislead investors.²⁵⁴ Ju had also forged forward contracts to give the illusion that the Envy Companies were running a legitimate business despite having no genuine underlying transactions.²⁵⁵ Ju further assisted Yu Zhi to make false representations to the Accounting and Corporate Regulatory Authority of artificially inflated levels of financial resources.²⁵⁶ The General Division noted that Ju had experience trading metals and that Ju admitted that he did not personally invest in Purported Nickel Trading as the returns were “too high”²⁵⁷ and *completely untenable*.²⁵⁸

16.89 The General Division found that Lee fell short of having actual knowledge of or being wilfully blind to the Ponzi scheme, and was merely grossly derelict in her duties.²⁵⁹ Lee was the “*de facto* financial controller”²⁶⁰ and was aware of discrepancies in financial records but failed to take any meaningful steps to address them. Lee also knowingly or recklessly forged transaction documents, concealed forgeries, made misrepresentations to investors that the Envy Companies were licenced, and assisted in fraudulent transfers of money into Yu Zhi’s personal accounts.²⁶¹ However, there was no evidence that Lee undertook these actions to advance the ends of the Ponzi scheme, and the General Division was satisfied that Lee was not explicitly aware of the Ponzi scheme. Her own family members and loved ones invested in the

252 *Envy Asset Management* at [29].

253 *Envy Asset Management* at [3].

254 *Envy Asset Management* at [132]–[134].

255 *Envy Asset Management* at [138].

256 *Envy Asset Management* at [141]–[142].

257 *Envy Asset Management* at [152].

258 *Envy Asset Management* at [152].

259 *Envy Asset Management* at [94] and [128].

260 *Envy Asset Management* at [93].

261 *Envy Asset Management* at [93].

Purported Nickel Trading,²⁶² Lee sought external independent audits,²⁶³ and Yu Zhi proactively made clear attempts to give Lee faux reassurance that operations were legitimate to keep her in the dark.²⁶⁴ Accordingly, the evidence at best suggested Lee's complete lack of independent checks and showed Lee's willingness to take even the shoddiest of explanations by Yu Zhi at face value.²⁶⁵

16.90 Cheong, who conveyed instructions to a third party to forge documents, was not found by the General Division to be knowingly complicit in the Purported Nickel Trading.²⁶⁶ The General Division found that although Cheong knew he was creating forgeries, he did not appreciate the sham nature of the scheme or the centrality to the same of the forged documents.²⁶⁷ The General Division noted evidence that Cheong was not particularly sophisticated and had a rather rudimentary understanding of the company's business, and did whatever he was told without applying his mind to the question of why the forged documents were being prepared.²⁶⁸

16.91 The General Division found that Lee and Ju breached their fiduciary duties to the Envy Companies and Envy Global Trading Pte Ltd respectively.²⁶⁹ These fiduciary duties include:²⁷⁰

... (a) the duty to act honestly and in good faith in the best interests of the company; (b) the duty not to exercise his powers for an improper purpose such as to profit personally from his office; and (c) the duty not to place himself in a position which will result in a conflict of interest between his duties to the company and his personal interests ...

16.92 Since the Envy Companies are insolvent, "the directors' fiduciary duty to act in the best interests of the company extends to ensuring that the company's assets are not misapplied to the prejudice of the creditors' interests as a whole".²⁷¹

262 *Envy Asset Management* at [122].

263 *Envy Asset Management* at [64] and [97].

264 *Envy Asset Management* at [123].

265 *Envy Asset Management* at [119].

266 *Envy Asset Management* at [162]–[166].

267 *Envy Asset Management* at [166]–[167].

268 *Envy Asset Management* at [168]–[170].

269 *Envy Asset Management* at [265] and [274].

270 *Envy Asset Management* at [263], citing *BIT Baltic Investment & Trading Pte Ltd v Wee See Boon* [2023] 1 SLR 1648 at [31].

271 *Envy Asset Management* at [263], citing *BIT Baltic Investment & Trading Pte Ltd v Wee See Boon* [2023] 1 SLR 1648 at [54].

16.93 The General Division noted that modern day directors need not be involved in everything,²⁷² but “a director who knows of facts that should excite the suspicion of a reasonable person must make reasonable inquiries or otherwise take the consequences of his actions”.²⁷³ The General Division found that on the facts, Lee and Ju undoubtedly failed to come anywhere close to achieving even the most minimum standards expected of directors and there were a whole suite of duties that they simply failed to discharge.²⁷⁴ It was further noted that it was irrelevant that Lee and Ju were effectively hoodwinked by Yu Zhi, as were other sophisticated investors, since as directors they had attendant obligations of care, skill and diligence and cannot “shut their eyes to corporate misconduct and then claim that they did not see the misconduct”.²⁷⁵

16.94 However, the General Division rejected the argument that the Defendants were unjustly enriched at the expense of the Envy Companies.²⁷⁶ The General Division noted that an action for unjust enrichment requires a recognised “unjust factor”²⁷⁷ such that it would be unjust to allow the defendant to retain the enrichment, and the unjust factor of “failure of basis”²⁷⁸ purported by the plaintiffs did not apply on the facts.²⁷⁹ The General Division emphasised that the doctrine of unjust enrichment operates on the basis of the existence of certain recognised unjust factors, not perceived inequities of an outcome, even if the outcome appears “unjust”, as in the present case.²⁸⁰ Furthermore, unjust enrichment is an interstitial cause of action, and consequently, unjust enrichment has almost no scope for possible operation since conventional causes of action are available.²⁸¹

16.95 The General Division found Ju, but not Lee or Cheong, liable for dishonestly assisting Yu Zhi in the breach of his fiduciary duties by forging documents, “covering up”²⁸² Yu Zhi’s lies and making false representations to the investors to perpetrate the Ponzi scheme.²⁸³ The General Division noted that to prove a case of dishonest assistance, the

272 *Envy Asset Management* at [267].

273 *Envy Asset Management* at [269].

274 *Envy Asset Management* at [268]–[270].

275 *Envy Asset Management* at [271]–[273], citing *John J Francis v United Jersey Bank* 432 A 2d 814 (1981) at 821.

276 *Envy Asset Management* at [275].

277 *Envy Asset Management* at [276].

278 *Envy Asset Management* at [277].

279 *Envy Asset Management* at [276]–[277].

280 *Envy Asset Management* at [279].

281 *Envy Asset Management* at [280].

282 *Envy Asset Management* at [281].

283 *Envy Asset Management* at [281] and [283]–[284].

plaintiffs must show that the assistance rendered by the third party was dishonest, requiring:²⁸⁴

... ‘such knowledge of the irregular shortcomings’ of the Purported Nickel Trading such that ‘ordinary honest people would consider it to be a breach of standards of honest conduct if [they] failed to adequately query them’ ...

16.96 The General Division found that Lee and Cheong were not “dishonest” because they had no subjective knowledge of the Ponzi scheme, even if they were all in some way party to small acts of fraud ancillary to the Ponzi scheme and could have found out if they bothered to ascertain facts.²⁸⁵ Conversely, Ju had subjective knowledge of the nature and scale of the Ponzi scheme and was found liable for dishonest assistance.²⁸⁶

16.97 The plaintiffs also sought proprietary relief on the basis of knowing receipt.²⁸⁷ A claim in knowing receipt requires the Defendants to have knowledge that “assets received are traceable to a breach of a fiduciary duty ... such as to make it unconscionable for [them] to retain the benefit of the receipt”.²⁸⁸ For the same reasons stated at para 16.96 above, Lee and Cheong did not possess the requisite subjective knowledge of the nature and scale of the Ponzi scheme.²⁸⁹ The court found that it would be unconscionable for Ju to retain the benefit of his receipts, entitling the plaintiffs to an equitable proprietary remedy if he retained payments or a personal one if he did not.²⁹⁰

16.98 The General Division’s holding in *Envy Asset Management v Ng Yu Zhi* demonstrates the centrality of subjective knowledge in accessorial liability, compared to the context of directors’ duties where directors as fiduciaries have a higher duty to make inquiries and “find out”.

16.99 In *Madison Pacific Trust*, the General Division considered the principles underlying the equitable remedy of receivership, and the limits of receivership orders, such as in the context of overriding legal advice privilege or accessing documents that are subjects of a sealing order. The General Division also clearly distinguished between (a) receivers, who acquire no proprietary interest and exercise only such powers as

284 *Envy Asset Management* at [282], citing *George Raymond Zage III v Ho Chi Kwong* [2010] 2 SLR 589 at [22].

285 *Envy Asset Management* at [283].

286 *Envy Asset Management* at [284].

287 *Envy Asset Management* at [285].

288 *Envy Asset Management* at [286], citing *George Raymond Zage III v Ho Chi Kwong* [2010] 2 SLR 589 at [23] and [32].

289 *Envy Asset Management* at [287].

290 *Envy Asset Management* at [288], citing *Byers v Saudi National Bank* [2024] AC 1191; [2024] 2 WLR 237 at [157].

the court order confers; and (b) trustees in bankruptcy, in whom the bankrupt's property vests and who exercise broad statutory powers over privileged material.

16.100 In *Madison Pacific Trust*, the joint and several receivers and managers (“R&Ms”) of the assets of David Salim (“Salim”) sought a production order compelling a law firm that formerly acted for Salim, Gabriel Law Corp (“GLC”), to produce documents and/or information related to his assets.²⁹¹ The court found that some of the documents and/or information sought were subject to legal advice privilege pursuant to s 128(1) of the Evidence Act 1893.²⁹² The R&Ms submitted that they could access legally privileged information and/or documents because they were acting as and in the name of Salim, or alternatively, because the privilege had been waived by virtue of a letter of authorisation pursuant to the Receivership Order,²⁹³ which directed Salim to provide consent for the disclosure of information pertaining to his assets.²⁹⁴

16.101 The General Division extensively set out the principles underlying the powers of court-appointed receivers and managers,²⁹⁵ in particular highlighting that a receiver derives power solely from the terms of the court order appointing him, such that what the receiver can or cannot do would be a matter of construction of the terms of the receivership order.²⁹⁶

16.102 The Receivership Order on the facts was found to empower the R&Ms to “obtain information but not documents *per se*”.²⁹⁷ The distinction between information and documents was drawn from the Appellate Division’s observations in *Victory International Holdings Pte Ltd v Borrelli, Cosimo*,²⁹⁸ where the Appellate Division held that if the obligation in question concerned the provision of information, documents would only be pertinent to the extent that they are “repositories”²⁹⁹ of information.³⁰⁰ Accordingly, the General Division limited the scope of any orders granted to information instead of information and/or documents.³⁰¹

291 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [1].

292 2020 Rev Ed. *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [10].

293 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [11].

294 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [6].

295 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [14]–[31].

296 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [31], citing *Tan Holdings Pte Ltd v Prosperity Steel (Asia) Co Ltd* [2012] 1 SLR 80 at [59].

297 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [34].

298 [2025] 1 SLR 49 at [81].

299 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [34].

300 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [34].

301 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [35].

16.103 The General Division also held that the R&Ms' power to "carry on business of [Salim] (and such Interested Company) so far as necessary for the purpose of preserving his/its assets"³⁰² did not provide a basis for them to obtain information about the "Interested Company" ("Interested Company").³⁰³ However, the R&Ms' power to "investigate into the transfer of assets ... to [sic] in favour of, to the credit of, and/or in the account of, [Salim] ... from any one of the Interested Companies"³⁰⁴ did provide the R&Ms with a basis to request information relating to the payment of GLC's bills made by the Interested Company, since GLC indicated that GLC's fees were or were to be paid by the Interested Company.³⁰⁵

16.104 In considering whether privilege can be waived by virtue of the R&Ms acting as and in the name of Salim, the General Division noted that "[t]he jurisprudence is clear that a receiver's ability to waive privilege derives from the powers granted to the receiver by the order under which they were appointed".³⁰⁶ The General Division considered the Canadian decision of *Re Ontario Securities Commission and Greymac Credit Corp.*,³⁰⁷ ("Greymac") where the Ontario High Court of Justice held that if a receiver had the power to waive privilege, that power had to be limited to the purposes for which the receiver was appointed.³⁰⁸ In *Greymac*, although the registrar had "all the powers of the board of directors of the corporation",³⁰⁹ which would include the power to waive solicitor-and-client privilege, the registrar could not waive legal privilege to assist a commission appointed to inquire into the corporations' business because assisting the commission was not a purpose for which the registrar's powers were granted.³¹⁰ On the facts of *Greymac*, the purposes for which the registrar was ordered to take possession and control of the assets of the corporations were limited to "conduct[ing] the businesses of those corporations and tak[ing] such steps as in his opinion should be taken towards their rehabilitation or continued operation".³¹¹

302 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [37].

303 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [37]–[38].

304 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [36].

305 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [38].

306 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [61], citing *Ontario (Securities Commission) v Go-To Developments Holdings Inc* [2023] OJ No 4681 at [21].

307 [1983] OJ No 2986; 41 OR (2d) 328.

308 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [59].

309 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [57].

310 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [58], citing *Re Ontario Securities Commission and Greymac Credit Corp* [1983] OJ No 2986; 41 OR (2d) 328 at [14], [17] and [19].

311 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [58], citing *Re Ontario Securities Commission and Greymac Credit Corp* [1983] OJ No 2986; 41 OR (2d) 328 at [17].

16.105 The General Division also distinguished the facts in *Madison Pacific Trust* from the Canadian case of *Ontario (Securities Commission) v Go-To Developments Holdings Inc*³¹² (“Go-To Developments”). In *Go-To Developments*, the court found that the receiver was entitled to compel Oscar Furtado (“Furtado”), the receivership respondents’ principal, to release certain e-mails, which Furtado claimed solicitor-client privilege over, for the purposes of exercising its powers under the receivership.³¹³ Although the receivership order expressly carved out privileged records from the order, Furtado was not entitled to assert solicitor-client privilege because the receiver was not appointed over Furtado in his personal capacity and so the privilege was a right of the receivership respondents, not Furtado.³¹⁴ In *Madison Pacific Trust*, it was not disputed that legal advice privilege would belong to Salim.

16.106 To determine whether the R&Ms occupied a position analogous to that of a trustee in bankruptcy for the purpose of accessing privileged information, the General Division undertook a detailed review of the English Court of Appeal’s decision in *Shlosberg v Avonwick Holdings Ltd*,³¹⁵ where it was held that (a) privilege was not “property” of a bankrupt which automatically vested in the trustee; and (b) while the trustee was entitled to examine privileged documents to obtain information relevant to getting in, realising, and distributing the bankrupt’s estate, it did not necessarily follow that the trustee could *waive* the bankrupt’s privilege.³¹⁶

16.107 The General Division ultimately held that the Receivership Order did not authorise the R&Ms to review privileged information or waive privilege on behalf of Salim, for three reasons.

16.108 First, as expressed in *Go-To Developments*, legal privilege is a personal right which cannot be exercised or waived by a receiver on behalf of an individual.³¹⁷

16.109 Second, there was nothing in the Receivership Order that expressly or by necessary implication empowered the R&Ms to obtain

312 [2023] OJ No 4681.

313 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [60] and [62], citing *Ontario (Securities Commission) v Go-To Developments Holdings Inc* [2023] OJ No 4681 at [15].

314 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [60] and [62], citing *Ontario (Securities Commission) v Go-To Developments Holdings Inc* [2023] OJ No 4681 at [36].

315 [2017] Ch 210.

316 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [68]–[69].

317 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [76].

privileged information or waive privilege.³¹⁸ Applying the approach taken in *Shlosberg v Avonwick Holdings Ltd*³¹⁹ to the interpretation of a trustee in bankruptcy's powers under statute, the General Division held that the interpretation of the Receivership Order did not necessarily imply that the R&Ms could obtain privileged information or waive privilege.

16.110 Third, the General Division considered it doubtful that the court has the power to issue a receivership order permitting the receiver to access privileged material or waive privilege in the respondent's name, having regard to the mandatory terms of ss 128 and 131 of the Evidence Act 1893³²⁰ and O 11 r 5(3) of the Rules of Court 2021, which expressly prohibit the court from ordering the production of privileged documents.³²¹

16.111 Finally, the General Division rejected the R&Ms' argument that the R&Ms can obtain documents that are subjects of a sealing order, given that the Receivership Order did not place the R&Ms in the position of Salim as a party to the proceedings.³²² Moreover, the R&Ms obtaining the documents would defeat the purpose of the sealing order.³²³

16.112 Although the Appellate Division decision in *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd*³²⁴ ("*J G Jewelry*") primarily deals with matters of commercial law, *J G Jewelry* also discusses the relevant principles and factual indicators of nominee shareholding as a bare trusteeship.

16.113 The dispute in *J G Jewelry* concerned a business collaboration between Shree Ramkrishna Exports Pvt Ltd ("SRK"), an India-incorporated diamond and jewellery manufacturer, and JDM Import Co Inc ("JDM"), which was owned and controlled by Michael Kriss and David Kriss ("Kriss Brothers"), US nationals engaged in the wholesale jewellery trade. Pursuant to their collaboration, which commenced in April 2015, SRK and its related entities supplied tens of millions of dollars' worth of diamonds and jewellery to the JDM group's affiliated US companies, invoiced to J G Jewelry Pte Ltd ("JGJ"), a Singapore-incorporated company incorporated on 31 March 2015 as a vehicle for the collaboration.³²⁵

318 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [77].

319 [2017] Ch 210.

320 2020 Rev Ed.

321 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [83]–[84].

322 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [93].

323 *Madison Pacific Trust Limited v David Salim* [2025] 4 SLR 1512 at [94].

324 [2025] 1 SLR 336.

325 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [1]–[16].

16.114 JGJ's shareholding comprised (a) 50 shares registered in the name of Shaileshkumar Manubhai Khunt ("Khunt"), an Indian national employed in the marketing arm of SRK; and (b) 25 shares each held by Michael and David Kriss.³²⁶

16.115 Amongst other disputes and claims, HC/S 475/2018 concerned Khunt's minority oppression claim under s 216 of the Companies Act³²⁷ against the Kriss Brothers and JGJ. Amongst other appeals, the Kriss Brothers had filed an appeal against the General Division's decision to allow Khunt's oppression claim ("AD 23"). As part of AD 23, the Appellate Division was required to determine whether Khunt was merely a nominee shareholder of SRK in JGJ, such that Khunt did not have the standing to bring claims in relation to resolutions passed by the Kriss Brothers to authorise themselves to make adjustments to JGJ's financial statements.³²⁸

16.116 As part of the General Division's finding of oppression, the General Division had found that Khunt *was* in fact a nominee shareholder of SRK in JGJ. However, *despite* being a nominee shareholder of SRK, Khunt's minority oppression claims were allowed. The Appellate Division upheld the General Division's finding that Khunt was a nominee shareholder of SRK.³²⁹

16.117 The Appellate Division set out the common understanding of a "nominee shareholder" as:³³⁰

... one who holds the legal title to the shares on trust and has 'no beneficial interest whatsoever in the [s]hares' ... A bare trustee (*ie*, the nominee) has no duties to perform and must deal with the trust property in accordance with the instructions of the beneficiary ...

16.118 On the facts, the Appellate Division noted that Khunt had not raised any new points to challenge the finding that he was SRK's nominee that had not already been considered and dealt with in the General Division. The Appellate Division also found that there was nothing

326 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [16].

327 Cap 50, 2006 Rev Ed.

328 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [200].

329 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [201]–[202].

330 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [203], citing *Kotagaralahalli Peddappaiah Nagaraja v Moussa Salem* [2023] SGHC 6 at [8] and *Marten, Joseph Matthew v AIQ Pte Ltd* [2023] SGHC 361 at [116].

on the merits to show that the General Division had erred in rejecting Khunt's arguments.³³¹

16.119 The Appellate Division considered the following evidence in agreeing with the General Division's determination that Khunt was a nominee shareholder of SRK in JGJ:

(a) *The US\$700,000 injection*: In May 2016, US\$700,000 was injected into JGJ and described in remittance forms as "Capital Introduction".³³² Contemporary documentation of that injection established that the funds originated from SRK, not Khunt personally. Khunt's assertion that he had borrowed the funds was unsupported by any evidence of the loan agreement, board resolution, or repayment.³³³

(b) *Khunt's conduct in JGJ's affairs*: SRK's representatives were actively involved in JGJ's business while Khunt was not. Tellingly, Khunt routinely copied SRK's representatives on routine correspondence concerning JGJ's affairs, which is consistent with the inference that Khunt was acting as a conduit for SRK's participation.³³⁴

(c) *Strategic misrepresentation for tax purposes*: The court found that the Kriss Brothers and their advisers had strategically represented Khunt as an independent party rather than SRK's nominee in correspondences with JGJ's tax advisor, to avoid transfer pricing complications. Such strategic representations carried no evidential weight in establishing Khunt's true beneficial status.³³⁵

(d) *Conflation of Khunt's interests with SRK's in correspondence*: In a letter from Khunt's lawyers, Khunt seemingly expressed personal umbrage at an allegation of price manipulation directed at SRK and one of SRK's related entities "as though the suggestion had been made against [Khunt] personally",³³⁶ which the Appellate Division found to suggest that Khunt was SRK's nominee.³³⁷

331 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [204]–[205].

332 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [20].

333 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [206]–[207].

334 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [208].

335 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [209]–[210].

336 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [212].

337 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [212].

16.120 The Appellate Division also agreed with the General Division's views that:³³⁸

(a) Khunt, as the registered owner of shares in JGJ, did have standing to bring the oppression claim against the Kriss Brothers.

(b) However, since Khunt's pleaded case was on the basis of Khunt being the "legal and beneficial owner"³³⁹ of the shares in JGJ as an "independent investor",³⁴⁰ the interests of SRK could not be taken into account when assessing the loss caused by the alleged oppressive behaviour of the Kriss Brothers.

16.121 In considering the Kriss Brothers' alleged oppressive behaviour of passing resolutions which allowed the Kriss Brothers to make adjustments to JGJ's financial statements, the Appellate Division held that "the real injury caused ... is to JGJ",³⁴¹ [emphasis in original omitted] and that such injury "can be adequately addressed if JGJ was able to and did enforce its rights against the Kriss Brothers for a breach of their directors' duties".³⁴² On the contrary, there was no evidence to show that Khunt himself had relied on the erroneous financial statements to his own detriment.³⁴³ The Appellate Division affirmed the distinction between corporate wrongs and personal wrongs as expressed by the Court of Appeal in *Suying Design Pte Ltd v Ng Kian Huan Edmund*,³⁴⁴ and clarified that s 216 of the Companies Act³⁴⁵ "should not be used to vindicate wrongs which are in substance wrongs committed against a company, and which are thus corporate rather than personal in nature".³⁴⁶

16.122 The Appellate Division thus allowed the Kriss Brothers' appeal in AD 23 on the basis that Khunt had not suffered a wrong in his personal capacity *qua* minority shareholder of JGJ.³⁴⁷

16.123 The decision in *J G Jewelry* is a reminder for nominee shareholders, as bare trustees, to ensure that their nominee status is appropriately pleaded if the nominee intends to rely on the interests of the beneficial owner. Failure to plead nominee status, especially in

338 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [213].

339 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [213].

340 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [213].

341 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [225].

342 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [225].

343 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [225].

344 [2020] 2 SLR 221.

345 Cap 50, 2006 Rev Ed.

346 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [224], citing *Suying Design Pte Ltd v Ng Kian Huan Edmund* [2020] 2 SLR 221 at [30].

347 *J G Jewelry Pte Ltd v Shree Ramkrishna Exports Pvt Ltd* [2025] 1 SLR 336 at [229].

oppression proceedings, would not immediately deny the nominee the standing to bring a claim, but the interest of the beneficial owner would not be accounted for.