

Gurnam Kaur d/o Sardara Singh v Harbhajan Singh s/o Jagraj Singh (alias Harbhajan Singh
s/o Jogaraj Singh)
[2004] SGHC 189

Case Number : OS 810/2003

Decision Date : 28 August 2004

Tribunal/Court : High Court

Coram : Tan Lee Meng J

Counsel Name(s) : Suppiah T Paul (Paul Lim and Associates) for plaintiff; Gurdaib Singh (Gurdaib Chong and Partners) for defendant

Parties : Gurnam Kaur d/o Sardara Singh — Harbhajan Singh s/o Jagraj Singh (alias Harbhajan Singh s/o Jogaraj Singh)

Land – Interest in land – Joint tenancy – Plaintiff seeking to sever joint tenancy with defendant and sell property – No contribution by defendant to purchase price of property – Proportion in which net proceeds of sale should be divided

28 August 2004

Tan Lee Meng J:

1 The plaintiff, Mdm Gurnam Kaur d/o Sardara Singh ("GK"), a widow aged 65 years, and her son, the defendant, Mr Harbhajan Singh s/o Jagraj Singh ("HS"), are joint tenants of Block 57 Geylang Bahru, #07-3517, Singapore 330057 (the "Geylang Bahru property"). In these proceedings, GK sought an order that the joint tenancy be severed, that the property be sold and that the net proceeds of sale be divided between her and HS.

Background

2 February 1974, GK and her late husband purchased the Geylang Bahru property. They held the property as joint tenants. By 1980, the housing loan for the property was fully paid up. In 1989, GK's husband passed away and she became the sole owner of the property.

3 Four of GK's five children got married and bought their own properties. Only HS continued to reside at the Geylang Bahru property with GK. In July 1998, GK allowed HS to become a joint tenant of the said property without requiring him to pay any money. She explained that she invited HS to become a joint owner of the said property to make it easier for him to marry his girlfriend, who was a foreigner, and to encourage him to become a more responsible person.

4 After HS got married, his relationship with his mother deteriorated to such an extent that she left her home. According to GK, HS then changed the locks of the Geylang Bahru property and prevented her from entering the property. In due course, GK instituted the present proceedings to protect her rights.

5 After hearing arguments by counsel for both parties, I ordered that the joint tenancy be severed and that the Geylang Bahru property be sold in the open market, with GK having conduct of the sale. If HS refuses to co-operate by signing the requisite documents to facilitate the sale within two weeks after being asked to do so, the Registrar of the Supreme Court shall sign the said documents on his behalf.

Division of the net proceeds of sale

6 The division of the net proceeds of sale will next be considered. It is trite law that where two or more joint tenants have contributed towards the purchase price of a property, there is a presumption in equity that each party's interest in the property is in proportion to his or her financial contribution. Thus in *Sitiawah Bee bte Kader v Rosiyah bte Abdullah* [2000] 1 SLR 612, where a mother and her daughter were joint tenants of a Housing and Development Board, S Rajendran J held that there was an equitable tenancy in common, with the mother having a 23% share of the flat and her daughter having the remaining 77% because the former paid around 23% of the purchase price of the flat whereas the latter paid the balance of the purchase price.

7 In the present case, HS claimed to be entitled to 50% of the net proceeds of sale of the Geylang Bahru property. Why he made such a claim when he did not pay a single cent for the said property cannot be fathomed. HS pointed out that he contributed \$150 per month for food for the family and that he paid the electricity and water bills for the said property. He added that he gave his mother \$40 per month for her expenses. These payments, if made, had nothing to do with the purchase price of the Geylang Bahru property. As for his claim that he recently paid \$13,000 for renovating the property, it is, without more, not appropriate to take such a payment into account when ascertaining the extent of a party's interest in a property after the severance of a joint tenancy: see *Sitiawah Bee bte Kader v Rosiyah bte Abdullah (supra)*. This is especially so where, as in the present case, the purchase price of the property was paid long before the renovation work was undertaken.

8 Although HS had not contributed any money for the purchase of the Geylang Bahru property, GK only claimed 70% of the net proceeds of sale. Considering the circumstances of the case, HS should be contented with having 30% of the net proceeds of sale. I thus ordered that GK be paid 70% of the net proceeds of sale and that the balance be paid to HS.