

Wong Kim Wan (alias Wong Loretta) v Leong Ong Meng Jerome Matthew and another
[2010] SGHC 318

Case Number : Originating Summons No 564 of 2010
Decision Date : 28 October 2010
Tribunal/Court : High Court
Coram : Tan Lee Meng J
Counsel Name(s) : Christopher Goh (Goh Phai Cheng LLC) for the plaintiff; Chin Meng Liong Patrick (Chin Patrick & Co) for the defendants.
Parties : Wong Kim Wan (alias Wong Loretta) — Leong Ong Meng Jerome Matthew and another

Land

28 October 2010

Tan Lee Meng J:

1 The plaintiff, Mdm Wong Kim Wan @ Loretta Wong ("Mdm Wong") and the 1st defendant, Mr Leong Ong Meng Jerome Matthew ("Mr Leong") and his mother, the 2nd defendant, Mdm Koh Kim Neo, are the owners of a commercial property, No 20 Maxwell Road, #09-18, Maxwell House, Singapore 069113 (the "property"). Mdm Wong sought an order that the property be delivered to her within 2 weeks, that the property be sold at not less than 80% of \$270,000 within 3 months and that she has sole conduct of the sale of the property.

Background

2 On 23 October 1997, Mdm Wong and the defendants purchased the property for \$308,000. Mdm Wong has a half share of the property while each of the defendants has a quarter share of the property.

3 The parties purchased the property for investment purposes. There is no outstanding mortgage on the property.

4 After the property was purchased, it was managed by Mr Leong. The property was initially leased to Wayne Wood Pte Ltd from 23 October 1997 to 31 March 2000. The monthly rental was \$750. Mdm Wong alleged that the property was simultaneously occupied by a business owned by Mr Leong as well as another company, Allied Consultants, which is owned by Mr Leong's relatives.

5 Mdm Wong asserted that in 2001, the defendants changed the locks to the property without her consent and did not allow her to enter the property. The defendants replied that the changing of the locks had been necessitated by the installation of carpets, cupboards and wall partitions. However, this did not excuse the failure to provide Mdm Wong with a set of the new keys for the property.

6 Faced with the impasse, she claimed that in 2008, she offered to buy over the defendants' share of the property for \$150,000. She complained that she had wanted to take a bank loan to

purchase the shares but the defendants refused to allow a valuer to enter the property to carry out a valuation of the property for the purpose of obtaining a bank loan.

7 Mdm Wong asserted that the property is presently not being properly exploited for the benefit of all the co-owners and that at the present moment, the property is being used by Mr Leong with no rent paid to her. She claims to have paid the maintenance fees for the property without receiving any reimbursement from the defendants.

8 The defendants retorted that Mdm Wong had been a difficult person to deal with and that they had always been willing and able to sell the property. They claimed that the property had been empty since 2002 and that they had received no rental since that year. Mr Leong added that Allied Consultants was never located at the property.

9 The defendants contended that they had all along been willing to sell their share of the property to Mdm Wong for \$150,000 and that they had gone so far as to prepare an option for the proposed sale of their share to her but she did not take steps to finalise the transaction. They added that there was no need for a valuation of the property before Mdm Wong signed the option as she had always wanted to purchase their share of the property for \$150,000. However, the defendants missed the point as Mdm Wong had contended that the valuation of the property was required for the purpose of her bank loan to pay for the defendants' share of the property.

10 The defendants also slammed Mdm Wong for being uncooperative in the sale of the property to other persons. They claimed that in March 2010, an interested buyer offered \$293,822 for the property but Mdm Wong refused to sign the option. The defendants also said that they currently have an offer to purchase the property for \$300,000. On 3 September 2010, their solicitors, Chin Patrick & Co, wrote to Mdm Wong's solicitors, Goh Phai Cheng LLC to inform them of the offer and that a valuation report dated 17 August 2010 by GSK Global had placed the value of the property at \$300,000. The defendants pointed out that Mdm Wong did not respond to this offer and remained uncooperative while complaining that she had not been given an opportunity to market the property.

11 In reply, Mdm Wong questioned why the defendants were so insistent that the property be sold to a particular buyer and that this made her suspicious. She contended that even after she instituted the present proceedings, the defendants have refused to allow her to have unimpeded access to the property for the purpose of selling it.

The court's decision

12 At the outset, it must be noted that the property has not been economically exploited for the benefit of all the owners of the property for many years due to the bitter and unnecessary fight between its owners. Evidently, both parties had, in varying degrees, been unnecessarily difficult but it is not necessary for me to rule on which party has been more uncooperative as what is required in a case such as this to end all the infighting is to have the property sold and the sale proceeds divided between the parties.

13 Section 18(2) of the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) (the "Act") read with para 2 of Schedule 1, empowers the High Court in any cause or matter relating to land to partition land and direct a sale in lieu of partition "where it appears necessary or expedient, to order the land or any part of it to be sold, and to give all necessary and consequential directions". In *Abdul Razak Valibhoy and another v Abdul Rahim Valibhoy and others* [1995] 1 SLR(R) 441, the Court of Appeal noted at [16] that "the court in exercising its discretion to order a sale would take into account all the relevant circumstances and, in particular, would not order a sale, when to do so would

assist one party to commit a breach of contract”.

14 In *Chiam Heng Luan v Chiam Heng Hsien and others* [2007] 4 SLR(R) 305, Judith Prakash J, who exercised the power under the Act to order the sale of a property, noted at [97] that the property in that case was a valuable asset that had not being properly exploited for the economic benefit of all the owners. In the present case, as the relationship between the parties had deteriorated, they cannot be expected to co-operate with each other for the proper economic exploitation of the property for their mutual benefit. What is clear is that there will be no hardship or injustice to any of the owners of the property if the property is sold.

15 Both counsel confirmed that their respective clients wanted to sell the property but both made demands which the other party could not accept. Mdm Wong refused to sell the property to the defendants’ buyer for \$300,000 as she wanted to see if there could be better offers. On the other hand, the defendants submitted that it made no sense to grant Mdm Wong her request for an exclusive right to market the property at a price that is not less than 80% of \$270,000 when they already had an offer of \$300,000 for the property.

16 In view of the acrimony between the parties and the positions adopted by the parties in the past, the parties will continue to face a stalemate if they did not get their act together by having one party buy the other party’s share at an agreed price or by having the property sold to a buyer approved by both parties. I had no doubt that to nudge the parties along, it was necessary and expedient that an order be made for the property to be sold in the open market and that neither party should have sole conduct of the sale. I thus ordered that Mdm Wong be given a set of the keys to the property by the defendants within 3 days and that the property be sold within 3 months. The parties then agreed that they will each appoint an estate agent, both of whom will jointly market the property at a price not less than \$300,000. Hopefully, these arrangements will end the problems faced by the parties for far too long.

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