

Neo Hui Ling v Ang Ah Sew
[2010] SGHC 328

Case Number : Originating Summons No 488 of 2010
Decision Date : 03 November 2010
Tribunal/Court : High Court
Coram : Lai Siu Chiu J
Counsel Name(s) : Lisa Sam (Lisa Sam & Co) for the plaintiff; Steven Lee (Steven Lee, Dason & Partners) for the defendant
Parties : Neo Hui Ling — Ang Ah Sew

Land

Courts and Jurisdiction

3 November 2010

Lai Siu Chiu J:

The background

1 Neo Hui Ling (“the plaintiff”) and her mother Ang Ah Sew (“the defendant”) are joint tenants of No 55 Jalan Chengam, Singapore 578338 (“the Property”). The plaintiff applied by way of the above Originating Summons (“the application”) for an order that the Property be sold. After hearing the application on 29 July 2010, I granted the same and ordered, *inter alia*, that the Property be sold and that the net proceeds of the sale to be paid to the plaintiff, subject to 50% being held by the plaintiff’s solicitors as stakeholders pending further orders from the court regarding the parties’ respective interests in the Property. As the defendant has filed a notice of appeal (in Civil Appeal No. 142 of 2010), I now set out the grounds for my decision.

The facts

2 Until 4 March 2010, the plaintiff and the defendant lived together at the Property with the plaintiff’s husband and her two younger twin sisters, who are aged 35 (“the twins”). The plaintiff had purchased the Property, a 3-storey, 6 room building in September 2007 for \$1.88m. This was before the plaintiff’s marriage in December 2009. According to the plaintiff, she included the defendant as a joint tenant so that the defendant would have a roof over her head if the plaintiff should unexpectedly pass away.

3 By both parties’ accounts, the parties had a close relationship after the plaintiff’s father left the family in 1983. The relationship deteriorated, however, during the time that the parties resided at the Property. This culminated in an incident on 2 March 2010, where the defendant and the twins as well as five male strangers and one female stranger apparently barged into the plaintiff’s room and purported to perform religious rites to cleanse the plaintiff’s room of ‘dirty’ things, including asking the plaintiff to drink talisman water. The defendant and the twins had been concerned for some time that the plaintiff was under some spell and had been possessed, for reasons that the parties dispute. The defendant agreed that the rites did take place, but maintained that she did not know that they were as traumatic for the plaintiff as the latter alleged.

4 As a result of the incident, the plaintiff decided not to stay at the Property and told the defendant on 3 March 2010 that she wanted to sell the Property and that the defendant and the twins would have to vacate the place. The plaintiff moved out on 4 March 2010 and began living out of a suitcase at rented premises.

5 By a letter dated 24 April 2010, the plaintiff informed the defendant and the twins to move out by 23 May 2010, and that the utilities would be terminated on 24 May 2010. The defendant ignored the plaintiff's notice, terminated the plaintiff's utilities account and applied for her own and continued to reside at the Property with the twins.

6 On 18 May 2010, the plaintiff brought this action under s 18 of the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) ("SCJA") read with s 2 of the First Schedule thereto, seeking an order that the Property be sold. On 23 July 2010, the defendant filed her affidavit opposing the application.

The decision

7 It is trite law that a property that is jointly owned cannot ordinarily be sold or otherwise transferred without the consent of both joint tenants. Under s 2 of the First Schedule of the SCJA, however, the High Court has the power to sever a joint tenancy and order its sale if it appears "necessary and expedient" to do so, and to make all the necessary consequential orders. This power was exercised, for example, in *Gurnam Kaur d/o Sardara Singh v Harbhajan Singh s/o Jagraj Singh* [2004] 4 SLR(R) 420. In that case, the parties were a mother and a son whose relationship deteriorated to the extent that the mother left the property, and the son subsequently changed the locks and prevented her from entering. On the mother's application, Tan Lee Meng J ordered that the joint tenancy be severed, the property be sold on the open market, and the net proceeds of the sale be divided between the parties in the proportions of their equitable interests.

8 Likewise, in this case, it was clear that the relationship between the parties had drastically deteriorated. Both parties filed lengthy affidavits detailing the history of their relationship and particularising their recent conflicts that culminated in the incident on 2 March 2010, with differing accounts on various issues. It was not necessary or indeed appropriate for me to decide on the truth of those conflicting accounts. It was sufficient that those accounts clearly showed that the relationship had broken down such that it was impossible to expect the parties to act jointly in deciding what to do with the Property.

9 Further, the plaintiff had taken out a housing loan of \$1.35m to purchase the Property for which the monthly mortgage installments approximated \$10,000. The plaintiff deposed that she could not continue servicing the mortgage installments especially as she had to bear the expenses of a separate household. The defendant did not challenge this. I accepted this as a further reason why it was necessary that the Property be sold – if the bank foreclosed on the mortgage, all parties would have to vacate the property in any case.

10 In making the order for sale, I noted that there would not be undue hardship to the defendant in finding alternative accommodation. The plaintiff's elder sister had agreed to allow the defendant to stay with her in the event the Property was sold, which offer the defendant did not dispute. The plaintiff had also offered to provide rented accommodation for the defendant if she so wished. As for the twins, they are 35 years old, working and are or should be financially independent. They should make their own arrangements for alternative accommodation. There was no obligation on the plaintiff to find accommodation for them.

Conclusion

11 For the reasons set out earlier, I granted an order in terms of the application, viz that the property be sold, that the defendant remove all her personal belongings and vacate the property within two weeks of the order. However, instead of ordering that the entire net proceeds of the sale be paid to the plaintiff, I directed that 50% thereof be held by the plaintiff's solicitors as stakeholders, pending further orders from the Court with regard to determination of the parties' equitable interest in the Property. I had pointed out to the defendant's solicitor that his client had made no financial contribution whatsoever towards the purchase price of the Property. Since he himself opined that the defendant's maximum equitable interest in the Property (if any), could not possibly exceed 50%, the defendant's rights were therefore sufficiently safeguarded by the order that I made.

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