

Chua Lee Choo v Lee Chow San
[2011] SGHC 243

Case Number : Suit No 225 of 2010
Decision Date : 10 November 2011
Tribunal/Court : High Court
Coram : Lee Seiu Kin J
Counsel Name(s) : Plaintiff in person; Defendant in person.
Parties : Chua Lee Choo — Lee Chow San

Personal Property

10 November 2011

Judgment reserved.

Lee Seiu Kin J:

1 The plaintiff and defendant, both 61 years of age, were sweethearts in school but they drifted apart after leaving school. They got married to other persons and in the case of the plaintiff, she eventually divorced her husband on account of his having an affair with another woman. The defendant is still married to his wife. Sometime in the 1990s, their relationship was rekindled. At that time the plaintiff's marriage had failed and she was undergoing a divorce. The defendant started a watch shop, Century Newtime House ("the Watch Shop") in 2001 and until 15 March 2006, the plaintiff was employed by the Watch Shop. Their relationship soured from around 2005 when the plaintiff pressed the defendant to divorce his wife. Thereafter the parties often quarrelled over money. They got into a fight in March 2006 during which the plaintiff poked the defendant's face with a pen. That was when the defendant drove the plaintiff away from the Watch Shop.

2 In August 2000, the plaintiff received about \$661,000, which was her share of the proceeds of sale of a condominium that she jointly owned with her then husband. She deposited the money in her Oversea-Chinese Banking Corporation Limited ("OCBC") bank account on 15 August 2000. On 17 August 2000, there was a cash withdrawal of \$100,000 from that account. The following day, 18 August 2000, there was a further cash withdrawal of \$500,000. The plaintiff claimed that she had handed to the defendant for safekeeping those cash sums of \$100,000 and \$500,000. The plaintiff stated that the defendant had only repaid \$18,000 in the form of 18 monthly instalments of \$1,000 from June 2006 to November 2007. She claimed the balance of \$582,000. The plaintiff further claimed that on 15 April 2004, the defendant had taken a sum of \$30,000 in cash belonging to her from a safe in the Watch Shop and deposited it in the Watch Shop's bank account. The plaintiff also claimed this sum back. The plaintiff's claim against the defendant totalled \$612,000.

3 The defendant denied receiving or taking any such money from the plaintiff and counterclaimed for the return of loans he had made to the plaintiff over the years, totaling \$603,118.83.

4 Both parties were unrepresented at the trial and they conducted their cases personally. It was clear from the evidence that this was the fallout from a lover's spat. The plaintiff had claimed against the defendant on the \$600,000 only after their relationship broke down in early 2006. The plaintiff did not deny the defendant's counterclaim in its entirety, she readily admitted to many items when she was shown the relevant documents. The defendant denied that he ever received the \$600,000 from

the plaintiff. He also denied taking the \$30,000 from the safe in 2004. In terms of personality, the defendant was clearly the more intelligent and articulate party.

5 The plaintiff's evidence that the defendant received the \$600,000 from her was primarily oral. At the time she was considering divorcing her husband and the defendant had advised her to transfer the money into an account in his name. He would hold it on her behalf. The plaintiff said that she trusted him and decided to do so. She testified that on 17 August 2000, the defendant drove her in his car to the OCBC Bank, Hougang branch. There, she tried to withdraw \$600,000 in cash but the bank did not have that quantity of cash. So she withdrew \$100,000 and was given 100 pieces of \$1,000 notes. She passed the money to the defendant, they returned to the car and went to the United Overseas Bank Limited ("UOB") Bank, Tai Keng Garden branch. The plaintiff remained in the car while the defendant went to the bank to deposit the money. When he returned to the car, the defendant told the plaintiff that he had deposited the money into his account. The following day, 18 August 2000, they returned to the OCBC Bank at Hougang for the balance \$500,000, also in \$1,000 notes. They again went to the Tai Keng Garden branch of UOB Bank and the plaintiff waited in the car while the defendant went inside to deposit the money. The plaintiff exhibited a letter from OCBC Bank and copies of withdrawal slips which showed that she had made the \$100,000 and \$500,000 cash withdrawals on 17 and 18 August 2000. In January 2001, the defendant started the Watch Shop which was registered in his sole name. The plaintiff worked in the Watch Shop until their relationship ended in 2006.

6 The defendant denied receiving any such money from the plaintiff. He testified that he was not even aware that the plaintiff had this sum of money at the time. However he did not produce his UOB Bank account statement for the relevant period to show that no such sums were deposited in that account. He was invited to do so in the course of the trial. He produced a letter from UOB bank dated 26 April 2011 which stated that they were unable to furnish the records for that period as it was beyond the bank's retention period. The defendant counterclaimed against the plaintiff for sums of money that he had advanced to her or for her benefit between 2001 and 2007. These are set out in paras 1 and 2 of his further and better particulars filed on 14 June 2010 ("the FBP"). Under para 1 of the FBP, the defendant claimed that he had advanced a total of \$27,220 to the plaintiff between June 2006 and November 2007. In her affidavit of evidence-in-chief ("AEIC"), the plaintiff admitted to an advance of \$20,250, but in the course of the trial, the plaintiff admitted to the entire sum of \$27,220. Under para 2 of the FBP, the defendant claimed that he had advanced to the plaintiff or paid for her benefit a total of \$490,398.83 and that he had extended loans of \$72,000 to Chua Cher Keng, one of the plaintiff's brothers, and another loan of \$13,500 to Chua Choo Liang, another brother of the plaintiff. In relation to the sum of \$490,398.83, the plaintiff admitted to some of those items in her AEIC and in the course of the trial, after the defendant produced the relevant documents, she admitted to some more. Having considered the evidence, I find that most of the defendant's claims were proved. He had produced documentary evidence, primarily in the form of cheque book records, of cheques being issued to the plaintiff. However in some instances, he was unable to produce any or adequate records and these claims were disallowed. A summary of my findings is presented in the following table, which refers to the items that the plaintiff had tabulated in pp 7 to 21 of her AEIC:

Plaintiff's AEIC page / item number	Sum Claimed (\$)	Admitted by plaintiff?	If not admitted, do defendant's documents prove claim?
7 / 1	4,055.20	Yes	-
7 / 2	11,000.00	No	Yes

7 / 3	2,000.00	No	Yes
8 / 4	976.16	Yes	-
8 / 5	5,000.00	No	Yes
8 / 6	3,332.80	Yes	-
8 / 7	950.00	No	Yes
8 / 8	10,800.00	No	No (No documents produced)
9 / 9	4,000.00	No	Yes
9 / 10	3,200.00	No	Yes
9 / 11	800.00	No	Yes
9 / 12	10,000.00	No	Yes
9 / 13	8,800.00	No	Yes
10 / 14	18,000.00	Yes	-
10 / 15	10,000.00	Yes	-
10 / 1	10,000.00	No	No (No documents produced)
10 / 2	10,000.00	No	No (Claim withdrawn)
10 / 3	10,000.00	Yes	-
10 / 4	3,000.00	Yes	-
11/5	6,000.00	Yes	Yes
11/6	12,000.00	Yes	-
11/7	2,000.00	Yes	-
11/8	13,000.00	Yes	-
11/9	4,000.00	Yes	-
11/10	1,981.37	Yes	-
12/11	1,567.66	Yes	-
12/12	1,200.00	No	Yes
12/13	1,034.71	Yes	-
12/14	3,517.24	Yes	-
12/15	1,200.00	Yes	-
12/16	1,722.38	Yes	-
12/17	25,000.00	Yes	-
13/18	18,000.00	Yes	-

13/19	2,554.19	Yes	-
13/20	8,000.00	Yes	-
14/21	2,159.08	Yes	-
14/22	15,000.00	Yes	-
14/23	974.34	Yes	-
14/24	3,200.00	No	No (Claim withdrawn)
14/25	15,000.00	No	No (Claim withdrawn)
14/26	8,000.00	No	No (Claim withdrawn)
15/1	2,000.00	Yes	-
15/2	18,000.00	Yes	-
15/3	24,000.00	Yes	-
15/4	1,000.00	Yes	-
15/5	500.00	Yes	-
16/6	8,000.00	Yes	-
16/1	4,000.00	No	Yes
16/2	1,777.00	Yes	Yes
16/3	5,000.00	Yes	Yes
17/4	5,000.00	No	Yes
17/5	34,725.20	Yes	-
17/6	15,274.80	Yes	Yes
17/7	3,000.00	Yes	-
17/8	3,000.00	Yes	-
17/9	1,680.00	Yes	-
17/10	10,000.00	No	Yes
18/11	94.30	Yes	-
18/12	3,000.00	Yes	-
18/13	2,430.00	No	Yes
18/14	2,000.00	Yes	Yes
18/15	2,000.00	Yes	Yes
18/16	3,000.00	Yes	-
18/17	138.19	Yes	Yes
18/18	15,000.00	No	Yes

18/19	3,500.00	No	Yes
18/20	5,000.00	No	Yes
18/21	1,680.00	Yes	-
18/22	3,000.00	Yes	-
19/23	4,286.00	No	Yes
19/24	3,500.00	No	Yes
19/25	594.03	Yes	-
19/26	5,000.00	No	Yes
19/27	9,000.00	No	Yes
19/28	1,000.00	No	Yes
19/1	170.33	Yes	-
19/2	1,575.00	Yes	-
19/3	2,000.00	Yes	-
20/4	1,500.00	No	Yes
20/5	500.11	Yes	-
20/6	558.74	Yes	-
20/7	500.00	Yes	-
20/8	500.00	Yes	-
20/9	500.00	Yes	-
20/10	500.00	Yes	-
21/11	200.00	Yes	Yes
Total amount found for defendant	\$425,708.83		

7 The total of the admitted and proved items is \$425,708.83. As for the \$72,000 paid to Chua Cher Keng, the defendant explained that the plaintiff had sought his help to repay her brother. The defendant agreed, and paid him \$2,000 per month for three years. The plaintiff did not deny that the defendant had made those payments, she only claimed she was not aware of the amount. Concerning the \$13,500 to Chua Choo Liang, the plaintiff agreed to be liable for it. In the event, I find for the defendant in his counterclaim in the sum of \$538,428.83.

8 The key finding I need to make is whether the plaintiff was truthful in her claim of having handed over the \$600,000 to the defendant. The plaintiff had produced documents from the bank to prove the two withdrawals. The bank's letter states that \$661,999.33 was deposited in that account on 15 August 2000. Two days later, on 17 August 2000, \$60,000 was transferred to another account and \$100,000 was withdrawn. On 18 August 2000, \$500,000 was withdrawn. The plaintiff's version, that the defendant advised her to transfer her money out in anticipation of divorce, is not inherently

incredible. She had trusted the defendant, and since they were in an intimate relationship and she was on the brink of divorce, again the notion that she would entrust this money with him is also not inherently incredible. The defendant was unable to produce his bank records to prove that no such sums were deposited into it. He had not been concerned to produce it prior to the trial and only made an attempt to do so in the middle of the trial upon the court's urging. His efforts unfortunately had turned up with nothing. The plaintiff had provided specific details of the dates of the deposit in her writ of summons filed on 1 April 2010. The defendant had not made any effort at that time to produce his bank records to show that there were no such deposits. When asked how he was able to finance the Watch Shop in 2001, the defendant said that he had large wins in 4D lottery. He produced copies of cheques from Singapore Pools showing wins totalling \$466,000 between 1997 and 1999. But he also said he spent \$200 to \$300 each week on 4D bets. When asked why he would provide hundreds of thousands of dollars to the plaintiff's benefit if he had not received the \$600,000 from her, he did not provide a cogent explanation. I found that the plaintiff's narrative on how the \$600,000 was handed to the defendant to be cogent and to have the ring of truth. In addition, I found the plaintiff to be a truthful witness in that she had willingly admitted to many instances of receipt of moneys from the defendant and it was only where she was not sure of the documents or unable to recall matters that she did not agree to admit receipt in respect of those items. On balance, I find that the plaintiff had indeed handed to the defendant the \$600,000 on 17 and 18 August 2000.

9 As for the \$30,000 that the plaintiff claimed the defendant had taken from the safe, the plaintiff produced a bank deposit slip for \$30,000 in cash deposited into the bank account of the Watch Shop on 15 April 2004. She said that she found this in the Watch Shop after they had a quarrel over money. She checked the safe and found her cash had gone. The defendant denied this. However in view of my finding on the demeanour of the plaintiff and the defendant, I prefer the plaintiff's evidence and find that the defendant had taken \$30,000 belonging to the plaintiff.

10 The problems between the parties go back to their early sweetheart days, the heartbreak of their first break-up, the further heartbreak of the plaintiff's failed marriage, the re-ignition of their love affair in the 1990s, and the last heartbreak of their second break-up. The plaintiff had invested a large sum of money on a second chance at a relationship with a first love, only to have it come crashing down again. She decided to claw back the money she had put into the relationship.

11 I find the defendant had received from the plaintiff the sum of \$630,000.00 on trust for her but the plaintiff is liable to the defendant for the sum of \$538,428.83. There shall therefore be judgment for the plaintiff for the difference and the defendant is ordered to pay the plaintiff the sum of \$91,571.17. The defendant is also ordered to pay interest on this amount at the rate of 5.33% from 1 April 2010 to the date of this judgment. The defendant is also ordered to pay legal costs incurred by the plaintiff on the District Court scale.

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