IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2023] SGHC 73

Suit No 636 of 2020

Between

Wang Xiaopu

… *Plaintiff*

And

1. Koh Mui Lee
2. Goh Ming Yi, Melissa (Wu Mingyi)
3. Goh Keng Meng, Jeremy (Wu Qingming)

… *Defendants*

JUDGMENT

[Personal Property — Passing of property]
[Personal Property — Ownership]
[Land — Conveyance]
[Trusts — Constructive trusts]
[Trusts — Resulting trusts]

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v
Koh Mui Lee and others

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29 March 2023

Lee Seiu Kin J:

Introduction

1 The roots of this dispute run deep – like the proverbial pebble in the pond that leaves far-reaching ripples in its wake, the plaintiff's attempts to enforce judgments obtained in previous lawsuits against one Dr Goh Seng Heng ("Dr Goh") have culminated in the present proceedings against the defendants, who are his wife and two of his children.

2 In this suit, the plaintiff claims that Dr Goh has fraudulently disposed of his assets by transferring them to or purchasing them in the names of the defendants.

Background

Dramatis personae

3 The plaintiff, Wang Xiaopu ("Mdm Wang"), is a Chinese national and Singapore Permanent Resident. She is in the business of manufacturing, marketing and retailing facial and skincare products in the People's Republic of China.[1]

4 The defendants are family members of Dr Goh. For clarity, Dr Goh is not a party to the present proceedings. He is a medical doctor and the co-founder of Aesthetic Medical Partners Pte Ltd ("AMP"), a company specialising in aesthetic laser treatments. He was adjudged a bankrupt on 19 March 2020.[2]

5 The first defendant, Koh Mui Lee ("Mdm Koh"), is Dr Goh's wife. The second defendant, Melissa Goh ("Ms Melissa"), and the third defendant, Jeremy Goh ("Dr Jeremy"), are Dr Goh's daughter and son respectively.[3]

Business dealings between Mdm Wang and Dr Goh

6 Mdm Wang was introduced to Dr Goh in October 2013 through Lin Pei-Li ("Ms Lin"), who was Mdm Wang's bank relationship manager and also a shareholder of AMP. On 15 October 2013, a meeting took place on Dr Goh's yacht between Mdm Wang, her husband ("Mr Sun"), Dr Goh, Ms Lin and Mr Lee Kin Yun ("Mr Lee"). Mr Lee was an employee of a subsidiary of AMP

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1 Statement of Claim (Amendment No. 3) ("SOC") at para 1.

2 SOC at para 2; Defence (Amendment No. 3) ("Defence") at para 5.

3 SOC at paras 3–5; Defence at para 6.

and a shareholder in AMP. He is a close associate and friend of Dr Goh.[4] Mdm Wang entered a Memorandum of Understanding (the "1st MOU") whereby she agreed to purchase 20,000 shares in AMP for the price of S$500 per share. The details of this transaction are set out in *Wang Xiaopu v Goh Seng Heng and another* [2019] SGHC 284 ("*WXP 2019*") at [8] to [11], [62].

7 In 2014, Mdm Wang and Mr Sun agreed to buy out a group of minority shareholders in AMP (the "angel investors") from Dr Goh at the price of S$450 per share (at [18]). Mdm Wang entered a second Memorandum of Understanding (the "2nd MOU") on or around 25 September 2014, which provided that she was to purchase 50,000 shares from Dr Goh (at [21]). The shares were to be transferred and paid for in three tranches. Only the transfer and purchase of the first two tranches were completed (at [22]).

Related lawsuits

Suit No 686/2015 ("Suit 686") against Dr Goh and Dr Michelle

8 Mdm Wang commenced Suit 686 against Dr Goh and another daughter of his, Dr Michelle Goh ("Dr Michelle") on 6 July 2015.[5] With respect to the 1st MOU, she claimed that Dr Goh had made three misrepresentations which induced her to enter the 1st MOU, namely that:

(a) He had previously sold AMP's shares at S$600 to S$700 per share to other doctors and minority shareholders and was willing to sell her the 20,000 shares at a discount price of S$500 per share.

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4 Wang Xiaopu's 11th affidavit for SUM 3092/2021 dated 5 July 2021 at para 97; Transcript of 8 September 2021 at p 56 ln 18 to ln 23.

5 See Writ of Summons for S 686/2015 filed 6 July 2015.

(b) He would not sell his shares in AMP to any other third party before AMP's initial public offering ("IPO") without Mdm Wang's consent.

(c) AMP had made pre-tax profits of S$10m in the financial year of 2013, and AMP's pre-tax profit was growing at a rate of more than 30% a year (*WXP 2019* at [25]–[27]).

9 In the alternative, Mdm Wang claimed that Dr Goh had breached his contractual obligations under the 1st MOU (*WXP 2019* at [30]–[32]).

10 With respect to the 2nd MOU, Mdm Wang claimed that Dr Goh and Dr Michelle had made three misrepresentations which induced her to enter the 2nd MOU (*WXP 2019* at [35]):

(a) An erroneous figure for AMP's pre-tax-profit and compensation calculation for the shortfall in pre-tax profit under the 1st MOU was conveyed to Mdm Wang.

(b) Dr Goh represented that the angel investors were only willing to sell their shares at S$450 per share when they were content to sell at S$350 per share.

(c) Dr Goh impliedly represented that he would continue not to sell any of his shares in AMP without Mdm Wang's permission.

11 In the alternative, Mdm Wang submitted that Dr Goh had, in the course of the implementation of the 2nd MOU, offered to transfer 22,000 of his shares in AMP to Mdm Wang (to prevent delay in Mdm Wang receiving her second tranche of shares), before acquiring the same number of shares from the angel investors, but had no intention of buying back the 22,000 shares from the angel

investors due to AMP's precarious financial situation (*WXP 2019* at [36]). Alternatively, Mdm Wang claimed for a breach of contract in respect of the 2nd MOU (at [37]–[39]).

12 Dr Goh counterclaimed against Mdm Wang for repudiatory breach of the 1st MOU (as amended), and both defendants counterclaimed against Mdm Wang for repudiatory breach of the 2nd MOU. Mdm Wang had purported to avoid and rescind both agreements based on Dr Goh's misrepresentations, and the defendants' position was that she was in repudiatory breach of both agreements as her claims of misrepresentation were not valid (*WXP 2019* at [50]).

13 For the 1st MOU, Mdm Wang succeeded in her claims for misrepresentation in respect of the discounted share price representation and the no further sales representation, but not the AMP business growth representation (*WXP 2019* at [109], [134] and [165]). As for the 2nd MOU, Mdm Wang succeeded in her claim for misrepresentation in respect of the August 2014 EBITDA representation and the AI share price representation, but not the second no further sale of shares representation (*WXP 2019* at [218], [237] and [244]). Accordingly, on 5 December 2019, the court granted the following reliefs (*WXP 2019* at [265]):

> (a) A declaration that the 1st MOU (as amended) and the 2nd MOU have been validly rescinded by Wang.
>
> (b) [Dr] Goh is to repay the sales proceeds of S$30,700,000 from the sale of 66,000 shares in AMP to [Mdm] Wang in exchange for the re-transfer of those shares, with interest at a rate of 5.33% per annum from the dates on which the payments were made as set out in … [Dr] Goh is to bear any duty or charge associated with the re-transfer of those shares.
>
> (c) In the event that [Dr] Goh does not repay the sales proceeds of S$30,700,000 from the sale of 66,000 shares in AMP to [Mdm] Wang within 30 days from the date of this

> decision, [Dr] Goh is to account for the sales proceeds and a consequential tracing order for those proceeds is granted. For the avoidance of doubt, the time to repay may be extended by agreement between [Dr] Goh and [Mdm] Wang or by order of court.
>
> (d) [Dr] Goh is to repay the stamp duty and bank charges with interest at a rate of 5.33% per annum from the dates on which the payments were made as set out …

Suit No 1311/2015 ("Suit 1311") against Dr Goh and Dr Michelle

14 Suit 1311 was commenced by Liberty Sky Investments Limited ("Liberty Sky") against Dr Goh and Dr Michelle on 31 December 2015.[6] (*Liberty Sky Investments Ltd v Goh Seng Heng and another* [2020] 3 SLR 335 ("*Liberty Sky 1311*") at [2]). Liberty Sky was a company incorporated in the Seychelles.

15 Liberty Sky alleged that Dr Goh and Dr Michelle had made fraudulent misrepresentations to its representatives Ms Florence Gong and Mr Andy Lin, which induced Liberty Sky to enter into a sale and purchase agreement to buy shares in AMP from Dr Goh ("the Sale and Purchase Agreement") (*Liberty Sky 1311* at [1]). In essence, the representations were to the effect that there would be an imminent trade sale of all AMP shares to an important person in Singapore, that Dr Goh intended to list AMP through an initial public offering on the Singapore Exchange if the trade sale did not materialise, and that Dr Goh required Liberty Sky's financial support to buy out minority investors in AMP with voting rights who could stifle the trade sale or the initial public offering (at [4]). Dr Goh counterclaimed for nominal damages for wrongful repudiation of the Sale and Purchase Agreement (at [117]).

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6 See Writ of Summons for Suit 1311 filed 31 December 2015.

16 At the end of the trial, Liberty Sky stated that it would not pursue its claim against Dr Michelle (*Liberty Sky 1311* at [29]); in any event, the court found that Liberty Sky had failed to prove its case against Dr Michelle (at [34]). The court found that Liberty Sky had proved its case against Dr Goh on fraudulent misrepresentation with respect to the representations that a trade sale was imminent and likely and that AMP was working towards an initial public offering, and that Dr Goh would also have been liable under s 2(1) of the Misrepresentation Act (at [96]). Since Dr Goh had been found liable for fraudulent misrepresentation, his counterclaim was dismissed (at [117]).

Suit No 457 of 2017 ("Suit 457") against Dr Goh and AMP

17 Liberty Sky also claimed it had entered into an indemnity agreement with AMP whereby AMP would indemnify Liberty Sky for the sale price of the shares plus 15% annualised internal rate of return should AMP not achieve a trade sale or public listing within 24 months of the Sale and Purchase Agreement being executed. As the trade sale and initial public offering did not occur, Liberty Sky filed Suit 457 against Dr Goh and AMP to claim against AMP *vis-à-vis* this indemnity agreement (*Liberty Sky Investments Ltd v Goh Seng Heng and another* [2019] SGHC 40 at [2]). The court found that there was no separate and independent indemnity agreement (at [48]–[49], [62] and [68]–[69]).

Appeals against decisions in Suit 1311 and Suit 457

18 In CA/Civil Appeal No 57 of 2019, Dr Goh appealed unsuccessfully against the court's finding on liability for misrepresentation in Suit 1311 (*Liberty Sky Investments v Aesthetic Medical Partners Pte Ltd and other appeals and another matter* [2020] 1 SLR 606 ("*Liberty Sky Appeal*")).

19 In CA/Civil Appeal No 56 of 2019, Liberty Sky appealed unsuccessfully against the court's finding in Suit 1311 that it was entitled only to damages for 1,500 AMP shares (*Liberty Sky Appeal* at [31]). In CA/Civil Appeal No 55 of 2019, Liberty Sky appealed against the court's finding in Suit 457 that there was no indemnity agreement between Liberty Sky and AMP and was also unsuccessful (at [32]).

Suit No 546 of 2015 ("Suit 546") commenced by Dr Goh

20 Dr Goh, as the Managing Director and a shareholder of AMP,[7] commenced Suit 546 against several shareholders in AMP and parties related to them. Mdm Wang was initially the seventh defendant to Suit 546.[8] Dr Goh discontinued the action against Mdm Wang on 10 June 2015.[9]

21 Essentially, Dr Goh's case was that the parties had entered into several agreements for Dr Goh or Dr Michelle to sign resolutions on behalf of and/or exercise voting rights in relation to shares belonging to the defendants. However, in breach of these agreements, an extraordinary general meeting was held on 9 June 2015 whereby resolutions were passed appointing one of the defendants as a director of AMP, removing Dr Goh as director and managing director of AMP and removing Dr Michelle, Ms Goh and Mdm Koh as directors of AMP.[10]

22 In their counterclaim, the first to third defendants averred that Dr Goh was in breach of their agreements in issuing new shares to other parties without

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7 SOC (Amendment No. 1) for Suit 546 at para 1.

8 SOC (Amendment No.1) for Suit 546 at paras 6–12.

9 See Notice of Discontinuance for Suit 546 filed 10 June 2015.

10 SOC (Amendment No.1) for Suit 546 at paras 30–31.

the first defendant's consent.[11] The fourth to sixth defendants counterclaimed for misrepresentations allegedly made by Dr Goh, for breaches of the agreement between them, and for breaches of Dr Goh's fiduciary duties.[12]

23 Suit 546 was discontinued by Dr Goh as of 13 September 2017.[13]

Suit No 111 of 2016 ("Suit 111") against Dr Goh, Dr Michelle, Mdm Koh, Ms Goh, Mr Lee and Quikglow

24 Suit 111 was commenced by AMP, its subsidiary, Aesthetic Medical Holdings Pte Ltd ("AMH"), and AMH's subsidiary, PPP Investments Pte Ltd ("PPP"), against Dr Goh, Dr Michelle, Mdm Koh, Ms Goh, Mr Lee and a clinic named Quikglow Pte Ltd which was controlled by Dr Goh's family.[14]

25 The plaintiffs to Suit 111 averred that the defendants had conspired to engage in a series of unlawful acts in breach of their contractual, fiduciary, statutory and/or common law duties, with intention to injure and/or cause loss and damage to the plaintiffs.[15] Dr Goh and Dr Michelle, in turn, counterclaimed that the plaintiffs had defamed them in a notice published on or about 5 February 2016 in AMH's outlets.[16]

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11 Defence and Counterclaim ("DCC") (Amendment No.1) for Suit 546 dated 24 July 2017 at paras 36–38.

12 DCC (Amendment No.1) for Suit 546 dated 3 August 2017 at paras 44–45, 49–54.

13 See Notice of Discontinuance for Suit 546 filed 13 September 2017.

14 See SOC (Amendment No. 2) for Suit 111.

15 See SOC (Amendment No. 2) for Suit 111.

16 DCC (Amendment No. 2) for Suit 111 at paras 70–94.

26 The plaintiffs successfully applied for a Mareva injunction against Dr Goh and Dr Michelle (the "Suit 111 Mareva Injunction").[17] On 3 May 2016, the Mareva injunction was discharged after the defendants put up security to satisfy the plaintiffs.[18]

27 Suit 111 was discontinued by the plaintiffs on 12 September 2017.[19]

Aftermath of proceedings against Dr Goh

Bankruptcy application by Dr Goh

28 On 6 March 2020, Dr Goh applied for bankruptcy,[20] stating that he was unable to pay his debts and that the cause of his insolvency was business failure.[21] Dr Goh was declared a bankrupt on 19 March 2020.[22]

Committal proceedings against Dr Goh

29 Following Dr Goh's failure to repay the proceeds of S$30.7m from the sale of AMP's shares to Mdm Wang (as ordered in Suit 686, see above at [13]), Mdm Wang applied for an order of committal against Dr Goh on 16 November 2020.[23] On 19 October 2021, I found Dr Goh to be in contempt of court for lying to the court: *Wang Xiaopu v Goh Seng Heng and another* [2021]

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17 SUM 754/2016 filed 18 February 2016; see ORC 1614/2016.

18 See ORC 2816/2016.

19 See Notice of Discontinuance for Suit 111 dated 12 September 2017.

20 See Originating Summons (Debtor's Bankruptcy Application) for B 940/2020 filed 6 March 2020.

21 Goh Seng Heng's affidavit in support of debtor's bankruptcy application dated 6 March 2020 at paras 2–3.

22 See ORC 5201/2021 for B 940/2020.

23 See SUM 5041/2020 filed 16 November 2020.

SGHC 282 at [1]. Dr Goh's appeal against the sentence was dismissed on 27 June 2022: *Dr Goh Seng Heng v Wang Xiaopu* [2022] 2 SLR 769 at [29]. Mdm Wang then sought costs of and incidental to the committal proceedings against both Dr Goh and Dr Michelle, who had acted as Dr Goh's litigation sponsor in the committal proceedings. I ordered costs on an indemnity basis against Dr Goh but did not find that the circumstances of the case justified a costs order against Dr Michelle: *Wang Xiaopu v Goh Seng Heng and another* [2022] SGHC 272 at [10] and [39].

Parties' cases

30 Mdm Wang's case is that Dr Goh has sought to delay, hinder and/or defraud his creditors by fraudulently placing his assets beyond his creditors' reach via various asset purchases and transfers.[24] The defendants' case is that the transactions relied on by Mdm Wang were made in good faith and without knowledge of any intention to delay, hinder and/or defraud Dr Goh's creditors and/or to make Dr Goh judgment-proof.[25]

Properties transferred to or purchased in the names of the defendants

31 Mdm Wang avers that Dr Goh had sought to place his assets beyond his creditors' reach by transferring the following properties to Dr Goh's family members:[26]

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24 SOC at paras 28 and 29.

25 Defence at paras 23–25.

26 SOC at paras 28 and 29.

(a) On 12 April 2019, Dr Goh transferred his joint tenancy interest in his matrimonial home ("36 Cove Way") to Mdm Koh for the sum of S$5,250,000.[27]

(b) On 26 November 2014, Dr Goh purchased a unit in The Berth by the Cove, 204 Ocean Drive ("Berth"), in Ms Melissa's name for S$4,880,000.[28]

(c) On 29 May 2015, Dr Goh purchased a unit in Seascape, 59 Cove Way ("Seascape"), in Dr Jeremy's name for S$5,800,000.[29]

32 The defendants' position is that these transactions were made in good faith.[30] With respect to the sale of Dr Goh's joint tenancy interest in 36 Cove Way to Mdm Koh for S$5,250,000, the defendants aver that Mdm Koh had engaged United Valuers Pte Ltd to value the property. The latter had opined that the open market value of 36 Cove Way was S$10,500,000 at the material time, such that the value of Dr Goh's equal share in 36 Cove Way would be S$5,250,000 at the time of sale.[31] Mdm Koh had paid the consideration for 36 Cove Way from her own funds out of a bank account held by her alone.[32] Mdm Koh said that she had purchased Dr Goh's joint tenancy interest so that she did not have to make decisions jointly with Dr Goh as to whether Mdm Koh's mother could continue residing in 36 Cove Way.[33]

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27 SOC at paras 31–43.

28 SOC at paras 44–53.

29 SOC at paras 54–64.

30 Defence at para 24.

31 Defence at paras 34 and 35, 61.

32 Defence at paras 38 and 61.

33 Defence at paras 38–39.

33 With respect to Berth and Seascape, the defendants aver that although the properties were purchased using monies in a bank account ("the OCBC 501 Account") which Dr Goh and Mdm Koh jointly held, only Mdm Koh operated the account and exercised full control over the monies in it.[34] The defendants aver that Ms Melissa is the full legal and beneficial owner of Berth and Dr Jeremy is the full and beneficial owner of Seascape at all material times.[35] Berth and Seascape were gifted to Ms Melissa and Dr Jeremy respectively as Dr Goh and Mdm Koh knew that Ms Melissa and Dr Jeremy were not earning enough money to afford comfortable homes at the material time.[36]

34 Further, the defendants aver that Mdm Wang is a stranger to the sale of Dr Goh's interest in 36 Cove Way, the gift of Berth and the gift of Seascape and has no standing to assert the existence of a constructive and/or resulting trust over these properties in Dr Goh's favour.[37]

Monies in OCBC bank account

35 In March 2016, Dr Goh gifted monies of approximately S$18m or more in an OCBC bank account (the "OCBC 582 Account") to Dr Jeremy. I will refer to this sum as the "OCBC 582 Monies". Mdm Wang avers that this gift was made by Dr Goh with the intention to hinder, delay or defraud creditors by placing them in Dr Jeremy's name, without any consideration or good faith on Dr Jeremy's part, and that Dr Jeremy had intentionally knowingly assisted and/or abetted Dr Goh in doing so.[38]

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34 Defence at paras 46, 65 and 81.

35 Defence at paras 51 and 70.

36 Defence at paras 49 and 68.

37 Defence at paras 44, 61 and 81.

38 SOC at paras 29 and 65–75.

36 The defendants acknowledge that the beneficial interest in the OCBC 582 Monies (of about S$18,449,687.01 as of in or around March 2016) had been jointly held by the Goh family as of March 2016.[39] However, after Dr Jeremy consented to Seascape being offered as security in exchange for the discharge of the Suit 111 Mareva Injunction, the full beneficial interest in the OCBC 582 Monies was given to him by other members of Dr Goh's family.[40]

37 Dr Jeremy withdrew S$18,465,000 from the OCBC 582 Account via three cashier's orders on 7 May 2016 and deposited the same sum in a HSBC bank account held in his name on 9 May 2016. On 28 May 2016, he withdrew the remaining $20,399.29 from the OCBC 582 Account and closed that account; he expended this sum on personal living expenses.[41] Between August and November 2016, Dr Jeremy transferred S$18,000,000 out of his HSBC account via multiple cheque deposits to accounts held in Mdm Koh and Ms Melissa's names.[42]

Novation of loans and transfer of shares in yacht companies to Mdm Koh

38 As of 28 March 2016, Dr Goh had stated in an affidavit filed in Suit 111 that he had unsecured interest-free loans granted to Yacht Management Pte Ltd ("YM") in the sum of S$3,056,487.59, and Singapore Yacht Charter Pte Ltd ("SYC") in the sum of S$4,285,999.26. The two companies (collectively, "the yacht companies") are in the business of chartering ships and boats with crew. YM was incorporated on 6 December 2013 and SYC was incorporated on

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39 Defence at para 87.

40 Defence at para 92.

41 Defence at paras 109(a)–109(c).

42 Defence at paras 109(d)–109(i).

11 October 2013, and Dr Goh and Mdm Koh were founding directors of the yacht companies.[43]

39 On 4 October 2017, Dr Goh ceased to be a director of YM. As for SYC, Dr Goh ceased to be a director on 14 September 2017 and transferred his 90% shareholding in SYC to Mdm Koh on 18 September 2017. The remaining 10% shareholding in SYC belongs to Ms Melissa.[44]

40 There is no explanation as to what happened to the loans when he declared bankruptcy. Mdm Wang's position is that these loans were either wrongfully novated by agreement to Mdm Koh or paid to Dr Goh.[45] Mdm Wang avers that the novation of the two loans and disposal of shares in the yacht companies were done with the intention to hinder, delay and/or defraud Dr Goh's creditors, without valuable and/or good consideration or good faith, and/or with Mdm Koh having notice of Dr Goh's intent.[46]

41 The defendants aver that SYC and YM are inactive as a result of the Covid-19 pandemic, and the loans novated to and owing to Mdm Koh are unlikely to be recovered.[47] This novation and the transfer of SYC shares to Mdm Koh were done so that Mdm Koh could assume responsibilities, rights and liabilities in the yacht companies and to correct the yacht companies' books and records, as Mdm Koh was the true lender who had financed these loans with her monies.

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43 SOC at para 80.

44 SOC at para 80.

45 SOC at paras 80 and 81.

46 SOC at para 83(1).

47 Defence at para 117.

Further evidence of intent to delay, hinder and/or defraud creditors

Mortgage of properties

42 Mdm Wang avers that on 22 September 2017 and 23 January 2018, respectively, Seascape and Berth were mortgaged in favour of Standard Chartered Bank (Singapore Limited), which resulted in the diminution of their remaining equity value.[48] The defendants' position is that Ms Melissa and Dr Jeremy had, in good faith and without knowledge of any intention to hinder, delay and/or defraud Dr Goh's creditors, acted to their prejudice by mortgaging Berth[49] and Seascape[50] respectively.

Bankruptcy application

43 Mdm Wang avers that Dr Goh's bankruptcy application was an abuse of process intended to delay, hinder and/or defraud his creditors, particularly Mdm Wang herself. Dr Goh's declaration of having no assets in his affidavit in support of his bankruptcy application and statement of affairs should be viewed against the following facts:[51]

(a) Between September 2013 and January 2015, Dr Goh received at least S$60,122,050 from a company named RSP Investments, Mdm Wang and Liberty Sky for the purchase of AMP Shares.[52]

(b) Dr Goh did not explain what had happened to his unsecured interest-free loans to the yacht companies, and the loans were either

48 SOC at paras 76–77.

49 Defence at para 63.

50 Defence at para 83.

51 SOC at paras 78–83.

52 SOC at para 79.

wrongfully novated to Mdm Koh or paid out to Dr Goh without being accounted for.[53]

(c) Dr Goh has had a successful medical practice since 1984.[54]

44 The defendants deny being involved in Dr Goh's receipt of any of the monies mentioned above at [43(a)].[55] The defendants also stated that Mdm Koh received, managed and owned all of Dr Goh's earnings from his medical practice.[56]

Bank accounts jointly owned by Dr Goh and Mdm Koh

45 Mdm Wang also avers that between March and November 2016, Dr Goh had disposed of his interest in three bank accounts jointly owned by himself and Mdm Koh. This was either done by deleting his name as a joint account holder or transferring the beneficial interest of the monies in these accounts to Mdm Koh or other third parties.[57]

Family cars purchased in Mdm Koh's name

46 Mdm Wang states that Dr Goh had stated in his statement of affairs dated 6 March 2020 that he had sold two motor vehicles. Between March 2016 and August 2018, Mdm Koh purchased three vehicles in her name for family

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53 SOC at paras 81–82.

54 SOC at para 83.

55 Defence at para 113.

56 Defence at para 120(b).

57 SOC at paras 83A–83D.

use. Mdm Wang avers that the purchase price of these vehicles likely came from Dr Goh.[58] The defendants deny this.[59]

Reliefs sought by Mdm Wang

47 Mdm Wang seeks the following reliefs:[60]

(a) for 36 Cove Way:

(i) a declaration that the transfer of Dr Goh's joint interest in 36 Cove Way to Mdm Koh on 12 April 2019 is void and of no effect, pursuant to s 73B of the Conveyancing Law and Property Act (Cap 61, 1994 Rev Ed) ("CLPA") and Dr Goh remains the joint interest owner of 36 Cove Way;

(ii) further/alternatively, insofar as any part of the monies used for the purchase of Dr Goh's joint tenant interest in 36 Cove Way by Mdm Koh is provided by Dr Goh or that the payment of S$5,250,000 is a sham, a declaration that Mdm Koh holds Dr Goh's joint tenant interest in 36 Cove Way (or any part thereof) on trust for Dr Goh, and that Dr Goh's estate is now vested in the Official Assignee;

(b) for Berth:

(i) a declaration that the purchase or transfer of monies for the purchase of Berth in Ms Melissa's name on 26 November 2014 is void and of no effect, pursuant to s 73B of

58 SOC at para 83E.

59 Defence at paras 134–135.

60 SOC at p 38–40.

the CLPA, and an order that Ms Melissa sell Berth within three months and account for and pay the monies from this sale to the Official Assignee; and

(ii) further/alternatively, insofar as any part of the monies used for the purchase of Berth is provided by Dr Goh, a declaration that Ms Melissa holds Berth on trust for Dr Goh, and that Dr Goh's estate is now vested in the Official Assignee;

(c) for Seascape:

(i) a declaration that the purchase or transfer of monies for the purchase of Seascape in Dr Jeremy's name, is void and of no effect pursuant to s 73B of the CLPA, and an order that Dr Jeremy sell Seascape within three months and account for and pay the monies from this sale to the Official Assignee; and

(ii) further/alternatively, insofar as any part of the monies used for the purchase of Seascape is provided by Dr Goh, a declaration that Dr Jeremy holds Seascape on trust for Dr Goh, and that Dr Goh's estate is now vested in the Official Assignee;

(d) for the monies in the OCBC account:

(i) a declaration that the transfer of monies by Dr Goh to the OCBC account in Dr Jeremy's name is void and of no effect pursuant to s 73B of the CLPA, and an order that Dr Jeremy account within seven days for and pay over monies in the OCBC account to the Official Assignee;

(ii) a declaration that if any of the monies in the OCBC account has been used to purchase any asset or is transferred to

any other bank account, to transfer the asset and/or monies in the relevant bank accounts to the Official Assignee;

(iii) further/alternatively, insofar as any part of the monies in the OCBC account is provided by Dr Goh, a declaration that Dr Jeremy holds the monies in the OCBC account on trust for Dr Goh, which is to be transferred to the Official Assignee;

(iv) further/alternatively, a declaration that if any monies in the OCBC account had been used to purchase assets or is transferred to any other bank account, to transfer the asset and/or monies in the relevant bank accounts to the Official Assignee;

(e) for the yacht loans and shares in the yacht companies:

(i) A declaration that Dr Goh's novation of the loans and disposal of the shares are void and of no effect pursuant to s 73B of the CLPA;

(f) a declaration that all other assets or monies held by any defendants (whether solely or jointly) and found belonging to Dr Goh shall be accounted for and transferred to the Official Assignee;

(g) interest; and

(h) costs.

Witnesses

48 Mdm Wang called the following witnesses.

Mr Nicholas Cheng

49 Mr Nicholas Cheng is a licensed valuer in Singapore. He was called as an expert witness to provide a determination of the value of 36 Cove Way.[61] He opined that the market value of 36 Cove Way as at 7 March 2019 was S$13m.[62]

Mr Wilfred Adrian Nathan and Dr Yang Lei

Background: Sale of Seascape property and interlocutory applications taken out by Mdm Wang

50 In April 2021, Dr Jeremy entered into an agreement to sell Seascape to Mr Bernard K K Ang ("Mr Ang"), who is a friend of Dr Goh.[63]

51 Mdm Wang applied under summons no 2615 of 2021 ("SUM 2615") for the sale and purchase agreement between Dr Jeremy and Mr Ang to be set aside, that the option monies paid by Mr Ang be returned to him and that Dr Jeremy be permitted to advertise and sell Seascape at the prevailing market price.[64] She also applied in summons no 2097 of 2021 ("SUM 2097") for the sale of Seascape to be held in abeyance pending the determination of her application to set aside the sale.[65] Mr Ang sought and obtained leave to intervene in SUM 2097 and SUM 2615.[66]

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61 Nicholas Cheng's AEIC at paras 1–2.

62 Nicholas Cheng's AEIC at NCCK-1 Tab 2 p 12.

63 Bernard Ang's affidavit for SUM 2615/2021 dated 12 July 2021 at para 9.

64 SUM 2615/2021 filed 4 June 2021.

65 SUM 2097/2021 filed 4 May 2021.

66 SUM 3255/2021 filed 12 July 2021.

52 Further, Mdm Wang applied in summons no 3092 of 2021 ("SUM 3092") for a search order against Dr Jeremy, Mr Ang and Mr Lee.[67]

53 In essence, Mdm Wang's position was that there was a conspiracy between Dr Jeremy, Mr Ang and Mr Lee to fix the 8 April 2021 auction of Seascape.[68] On the other hand, Mr Ang's affidavit evidence was that he had been on the lookout for penthouses at Sentosa since July 2020 and learnt of the auction of Seascape through his property agent on 31 March 2021.[69] While he was aware that the unit belonged to someone from Dr Goh's family, he did not have discussions with any of Dr Goh's family as to his intention to bid for it at the auction or his subsequent purchase of the unit.[70]

54 With respect to SUM 3092, Dr Jeremy, Mr Lee and Mr Ang were ordered on 5 July 2021 to hand over their mobile phones to CDiC, the digital forensics expert appointed by Mdm Wang.[71] The costs relating to SUM 3092 were left to be determined at trial.[72]

55 With respect to SUM 2615, Justice Lai Siu Chiu ordered on 1 October 2021 that the sale and purchase agreement for Seascape be set aside and that the option monies of S$450,000 paid by Mr Ang be returned in full. Dr Jeremy was ordered to pay costs to Mdm Wang pertaining to Dr Jeremy's

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67 SUM 3092/2021 filed 2 July 2021.

68 Plaintiff's Submissions for an Ex Parte Search Order dated 2 July 2021 at paras 37, 74, 78 and 85.

69 Bernard Ang's affidavit for SUM 2615/2021 dated 12 July 2021 at paras 18, 33 and 69.

70 Bernard Ang's affidavit for SUM 2615/2021 dated 12 July 2021 at paras 42 and 47.

71 See ORC 3689/2021 for SUM 3092/2021.

72 See ORC 6092/2021 for SUM 2615/2021.

breach of another court order dated 23 March 2021 in selling Seascape by private treaty and not by public auction, but the question of who should pay the costs of the application relating to Mdm Wang's allegations of collusion and fraud (fixed at S$30,000 excluding disbursements) and in what proportion would be determined at trial.[73]

Mr Ang's mobile phone

56 Mr Ang stated that he had dropped his phone (the "Old Phone") in the toilet bowl of his home. After retrieving the Old Phone and washing it with hand soap, Mr Ang continued using it but found that it was not functioning properly. In early June 2021, he hence switched to using another phone with the same SIM card ("the New Phone").[74]

57 Against this backdrop, Mdm Wang applied to call Mr Wilfred Adrian Nathan ("Mr Nathan") and Dr Yang Lei ("Dr Yang") as expert witnesses to give evidence on whether Mr Ang's phone could have been corroded by it being dropped into the toilet bowl, as this issue would be relevant to the costs orders made with respect to SUM 2615 and SUM 3092.

Mr Nathan

58 Mr Nathan is the Managing Partner of CDiC Digital Investigations LLP, a forensics company which provides digital investigation and computer forensics services.[75] Mdm Wang appointed him and his team in January 2021 to carry out phone imaging and subsequent extraction and review of data with

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73 See ORC 6092/2021 for SUM 2615/2021.

74 Bernard Ang's affidavit filed 27 Aug 2021 at paras 2–8.

75 Wilfred Adrian Nathan's AEIC at para 1.

respect to Dr Jeremy, Mr Lee and Mr Ang's mobile phones, which had been handed over to CDiC under the search order ORC 3689/2021.[76] Mr Nathan and the CDiC team opined that the Old Phone was likely to have been soaked in water on purpose for over 30 minutes and not dropped in water.[77]

Dr Yang

59 Dr Yang is an executive consultant at TUV SUD PSB, which specialises in testing, certification, auditing and advisory services. He opined that given the sodium chloride content on the surface of yellowish corrosion parts and in the residue liquid inside the Old Phone, the internal corrosion of the phone was unlikely to have been caused by normal flushing water in a toilet bowl.[78]

Dr Goh

60 On 27 October 2021, as the defendants had not opted to call Dr Goh as a witness, Mdm Wang applied for leave to call Dr Goh for cross-examination as a hostile witness, *per* s 156 of the Evidence Act (Cap 97, 1997 Rev Ed).[79] I dismissed this application with costs.[80] On 4 March 2022, Mdm Wang subpoenaed Dr Goh as a witness.[81]

61 Dr Goh denied any intention to defraud his creditors as he was always confident that he would prevail in the various lawsuits between himself and

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76 Wilfred Adrian Nathan's AEIC at para 4; see ORC 3689/2021.

77 Wilfred Adrian Nathan's affidavit dated 18 September 2021 at paras 6–8.

78 Yang Lei's AEIC at paras 1 and 4; YL-1 Tab 2 p 28.

79 See SUM 4940/2021 filed 27 October 2021; Wang Xiaopu's 15th affidavit dated 28 October 2021 at paras 3, 8 and 50.

80 See ORC 817/2022 for SUM 4940/2021.

81 See SBP 28/2022.

Mdm Wang.[82] He stated that he had become addicted to gambling. He gambled extensively at Marina Bay Sands ("MBS") and often played baccarat with Mr Ang, who would help to place bets on his behalf.[83] He also gambled in Macau and would pay monies to junkets in China to supply him with gambling and rolling chips. Dr Goh stated that one Mr Toe Teow Heng ("Mr Toe") had a bank account in China to receive monies on behalf of Macau junkets and that these junkets would pay Dr Goh's winnings from gambling in Macau into Mr Toe's accounts.[84] He stated his family had been unaware of his addiction, and that to raise capital for gambling, he had asked Dr Jeremy and Ms Melissa to transfer monies and mortgage Seascape and Berth[85] and sold his interest in 36 Cove Way to Mdm Koh.[86]

62 In December 2019, he made his first direct request to Mdm Koh for money to gamble. Specifically, he asked that she issue cashier's orders to MBS.[87] He stated that he had lost at least S$111,639,870 after over a decade of gambling.[88] He could no longer enter the casino after his bankruptcy application was allowed on 19 March 2020. It was at that point that Dr Goh came clean to his family about his bankruptcy and gambling losses.[89]

63 With respect to Mr Ang's purchase of Seascape on 16 April 2021, Dr Goh denied any involvement in the alleged collusion and conspiracy to sell

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82 Goh Seng Heng's Affidavit dated 7 April 2022 at para 7.

83 Goh Seng Heng's Affidavit dated 7 April 2022 at para 144 and 154.

84 Goh Seng Heng's Affidavit dated 7 April 2022 at paras 144–164.

85 Goh Seng Heng's Affidavit dated 7 April 2022 at paras 171–187.

86 Goh Seng Heng's Affidavit dated 7 April 2022 at paras 189–193.

87 Goh Seng Heng's Affidavit dated 7 April 2022 at paras 200–202.

88 Goh Seng Heng's Affidavit dated 7 April 2022 at para 205.

89 Goh Seng Heng's Affidavit dated 7 April 2022 at para 208.

the property at a gross undervalue. He stated that on 8 April 2021, he had called Mr Ang to wish him a happy birthday and discovered that Mr Ang was attending the auction at which Seascape was being put up for sale. He told Mr Ang not to buy the property as it was involved in legal suits. However, later the same day, Mr Ang called Dr Goh and told him he had placed a deposit to buy Seascape. On 9 April 2021, Mr Ang called Dr Goh and stated that he had bought Seascape as there was no other bidder and intended to let his daughter stay there.[90]

Mr Peter Stride ("Mr Stride")

64 Mr Stride is the Vice-President of Casino Finance at the MBS casino. He is the designated representative for MBS in relation to a subpoena that Mdm Wang had served on MBS to testify and produce documents in relation to Dr Goh, who had been a former patron of MBS.[91] His evidence was that between December 2019 and March 2020, Dr Goh had presented cashier's orders amounting to S$5,302,000 as front money, had incurred an estimated gambling loss of S$2,027,220 and that Dr Goh had gambled with his own funds.[92]

Mr Toe Teow Heng

65 Mr Toe is a Singaporean businessman. His company, Zymmetry Investments Ltd ("Zymmetry"), and he had transferred the sums of US$1m and US$1,784,345, respectively, to Dr Goh's Bank of Singapore ("BOS") USD

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90 Goh Seng Heng's Affidavit dated 7 April 2022 at paras 221–227.

91 Peter Stride's AEIC at paras 1, 3 and 5.

92 Peter Stride's AEIC at para 36.

account no 192755-1 on 12 November 2013.[93] He had been subpoenaed under summons no 1239 of 2022.[94]

66 Mr Toe's evidence was that he had purchased RMB from Dr Goh as he required RMB for his business in China. He stated that he had reimbursed Dr Goh the equivalent amount in USD.[95] He also gave evidence that Ms Li Yazhou, who had also made transfers to Dr Goh's BOS USD account in November 2013, had a similar currency exchange arrangement with Dr Goh in October or November 2013.[96]

67 The defendants called one witness to the stand.

Mr Ko Sheng Jie, Jansen ("Mr Ko")

68 Mr Ko is a consultant with GB Global Pte Ltd and a licenced appraiser for land and buildings in Singapore. He was called as an expert witness to provide a valuation of 36 Cove Way.[97] In his valuation report,[98] he opined that the market value of 36 Cove Way as at 7 March 2019, 12 March 2019 and 8 April 2019 was S$10,500,000.

Issues

69 I base my determination on the following issues:

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93 Toe Teow Heng's AEIC at paras 2 and 4.

94 SUM 1239/2022 filed 29 March 2022; SBP 40/2022 filed 31 March 2022.

95 Toe Teow Heng's AEIC at para 5.

96 Toe Teow Heng's AEIC at para 7.

97 Ko Sheng Jie, Jansen's AEIC at paras 1–2.

98 Ko Sheng Jie, Jansen's AEIC at KSJ-1 Tab 1 p 22.

(a) Whether the transfer of monies by Dr Goh to the OCBC 582 Account in Dr Jeremy's name is voidable under s 73B of the CLPA.

(b) Whether the purchases of Seascape in Dr Jeremy's name and Berth in Ms Melissa's name are voidable under s 73B of the CLPA.

(c) Whether the transfer of Dr Goh's joint interest in 36 Cove Way to Mdm Koh is voidable under s 73B of the CLPA.

(d) Whether Dr Goh's novation of the loans to the yacht companies and transfer of SYC shares is voidable under s 73B of the CLPA.

Legal Principles

Section 73B of the CLPA

70 Mdm Wang seeks to rely primarily on s 73B of the CLPA, which provides:

> **73B.**—(1) Except as provided in this section, every conveyance of property, made whether before or after 12th November 1993, with intent to defraud creditors, shall be voidable, at the instance of any person thereby prejudiced.
>
> (2) This section does not affect the law relating to bankruptcy for the time being in force.
>
> (3) This section does not extend to any estate or interest in property disposed of for valuable consideration and in good faith or upon good consideration and in good faith to any person not having, at the time of the disposition, notice of the intent to defraud creditors.

71 To make out a cause of action under s 73B of the CLPA, the burden of proof lies on the plaintiff to establish that:

(a) that there has been a conveyance of property;

(b) that this conveyance was made with the intent of defrauding creditors; and

(c) that the plaintiff is a person prejudiced by the foregoing conveyance of property: *Wong Ser Wan v Ng Bok Holdings Pte Ltd and another* [2004] 4 SLR(R) 365 ("*Wong Ser Wan*") at [5].

72 The defendant, who is generally the recipient of the property conveyed, will be able to defeat the plaintiff's action and retain the property if he can establish that:

(a) he acquired the property for valuable consideration and in good faith, or for good consideration and in good faith; and

(b) he did not have notice of the debtor's intent to defraud his creditors: *Wong Ser Wan* at [5].

73 For a finding of fraudulent intent to be made out, where the transfer was made for valuable consideration, it must be shown that the transferor acted with the actual intent to defraud creditors and that the transferee had notice of the transferor's fraudulent intention. However, where a transfer is a voluntary conveyance, *ie*, it had been made without any or with nominal consideration, the intention of the *transferee* was not relevant and can be inferred from the circumstances surrounding the transfer, such that it is only necessary to show that the *transferor* had an intent to defraud creditors (*Wong Ser Wan* at [7]–[8], following *Quah Kay Tee v Ong and Co Pte Ltd* [1996] 3 SLR(R) 637 ("*Quah Kay Tee*")). For voluntary conveyances, constructive fraud can be raised in additional to actual fraud, and in the case of constructive fraud, the court will, under certain circumstances, presume or deem a fraudulent intent (*Quah Kay Tee* at [14]).

74 I briefly caveat, for the sake of precision, that the court in *Quah Kay Tee* had applied the Statute of 13 Elizabethan 1571 (c 5) (UK) and not s 73B of the CLPA (at [10]). That being said, the Court of Appeal in the recent case of *Rothstar Group Ltd v Leow Quek Shiong and other appeals* [2022] 2 SLR 158 has made clear (at [69]–[73]) that the applicable principles in both *Quah Kay Tee* and *Wong Ser Wan* are not in dispute – specifically, with respect to the burden of proof of proving the elements in s 73B(1) of the CLPA and the establishment of fraudulent intention (as stated in *Wong Ser Wan* at [4]–[8] and *Quan Kay Tee* at [14]).

Resulting and constructive trusts

75 The law on resulting trusts, premised on the equitable position that the ownership of a property by a person who has not contributed any money towards its purchase, is well settled (*Yeo Guan Chye Terence and another v Lau Siew Kim* [2007] 2 SLR(R) 1 at [48], citing *Cheng Yoke Kuen v Cheong Kwok Kiong* [1999] 1 SLR(R) 1126). Resulting trusts are presumed to arise in two circumstances (*Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 ("*Lau Siew Kim*") at [34]):

> (a) Firstly, where A makes a voluntary payment to B or pays (in whole or in part) for the purchase of property vested either in B's name or in their joint names, there is a presumption that A did not intend to make a gift to B and the money or property is held on trust for A proportionate to his contribution.
>
> (b) Secondly, where A transfers property to B on an express trust, but the trust declared does not exhaust the whole beneficial interest, then a resulting trust would operate to fill the gap in the beneficial ownership of property where an express trust fails.

76 Where there is evidence of financial contributions made by parties towards the purchase price of a property, this would give rise to the presumption of a resulting trust. However, if there is sufficient evidence of the existence of an express or inferred common intention that parties should hold the beneficial interest in the property in a certain proportion, this gives rise to a common intention constructive trust which would override the presumption of a resulting trust.

77 Where the evidence gives rise to a finding of a presumed resulting trust but *not* a common intention constructive trust, if there is sufficient evidence that the party who paid a larger share of the purchase price intended to benefit the other party with the entire amount he had paid, then he would be considered to have made a gift to the other party of the larger sum. If this gift is not established, the presumption of advancement (which is attracted by relationships such as transfers from husband to wife or father to child) may nevertheless operate to rebut the presumption of resulting trust (*Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [160]; *Lau Siew Kim* at [60]).

78 I briefly touch on the law of constructive trusts as this was pleaded by the plaintiff as well. A constructive trust is generally defined as a trust which arises by operation of law whenever the circumstances are such that it would be unconscionable for a property owner to assert his own beneficial interest in the property and deny the beneficial interest of another. Here, unconscionability is a necessary but not a sufficient condition: *Koh Kim Eng v Lim Geok Yian* [2001] 2 SLR(R) 812 at [33]. *Zaiton bte Adom v Nafsiah bte Wagiman and anor* [2022] SGHC 189 ("*Zaiton*"). at [104].

79 An institutional constructive trust arises in real-time without requiring any resort to a court of equity (whereas a remedial constructive trust has to be

imposed by the court). It also arises independent of any intention on the part of the beneficiary or trustee to create a trust or to constitute the trustee as a trustee for the beneficiary (*Zaiton bte Adom v Nafsiah bte Wagiman and anor* [2022] SGHC 189 ("*Zaiton*") at [103]–[111]). For an *institutional* constructive trust to arise, one of the following (non-exhaustive) categories of unconscionability must arise (*Zaiton* at [107]):

(a) fraud;

(b) the retention of property acquired as a result of a crime causing death;

(c) a profit in breach of a fiduciary duty;

(d) the retention of property by a vendor after the vendor had entered into a specifically enforceable contract to sell the property;

(e) the changing of a will by the survivor of two persons who had entered into a contract to execute wills in a common form;

(f) the acquisition of land expressly subject to the interests of a third party;

(g) the assertion of full entitlement to property after a common intention to share property had been formed (also known as a "common intention constructive trust").

80 As counsel for the defendants rightly submits, if Mdm Wang intends to rely on fraud as the circumstance under which an institutional constructive trust is founded in the present case, she will have to plead fraud not in terms of fraud *simpliciter*, but in terms of a situation whereby the defendant fraudulently relies

on the informality of a transaction to deny the beneficial interest of the claimant: *National Bank of Oman SAOG Dubai Branch v Bikash Dhamala and others* [2021] 3 SLR 943 at [52].[99] This has not been done. In any event, counsel for Mdm Wang submits that Mdm Wang's claim in trust pertains specifically to a *resulting* trust.[100]

81 A remedial constructive trust arises, as mentioned above, where the court imposes a constructive trust *de novo* on assets not subject to any pre-existing trust (*Zaiton* at [141], citing *Ching Mun Fong (executrix of the estate of Tan Geok Tee, deceased) v Liu Cho Chit* [2001] 1 SLR(R) 856). The Court of Appeal in *Wee Chiaw Sek Anna v Ng Li-Ann Genevieve (sole executrix of the estate of Ng Hock Seng, deceased) and another* [2013] 3 SLR 801 ("*Anna Wee*") accepted (at [182]) that the power to impose a remedial constructive trust is part of Singapore law but constrained it by saying that it "is not simply a response to some broad notion of unconscionability". Hence, a remedial constructive trust cannot be imposed unless there is "unconscientiousness or unconscionability (as the conclusion of a process of legal reasoning in the main claim) affecting the knowledge of the recipient of the assets in question" (*Anna Wee* at [182]).

82 As counsel for the defendants submits, Mdm Wang has not pleaded any cause of action that would justify the imposition of a remedial constructive trust in favour of Dr Goh;[101] neither does counsel for Mdm Wang appear to rely on the doctrine of remedial constructive trusts in its submissions. I therefore see no need to venture deeper into this point of law.

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99 Defendants' Closing Submissions ("DCS") at para 135(a).

100 Plaintiff's Closing Submissions ("PCS") at para 210.

101 DCS at para 135(b).

Issue 1: The OCBC 582 Monies

Parties' submissions

83 Counsel for Mdm Wang submits that Dr Goh was the true beneficial owner of the OCBC 582 Monies and that the defendants had colluded with him to evade his creditors by assisting him in dissipating the monies.[102] Counsel highlights that Dr Goh and the defendants had acknowledged on affidavit that Dr Goh had a beneficial interest in the OCBC 582 Monies, and that Dr Jeremy had received no benefit from the gift as he had been directed by Dr Goh to withdraw S$18.485m from the OCBC 582 Account and deposit it in another HSBC account in Dr Jeremy's own name. Dr Jeremy had subsequently been directed by Dr Goh to transfer S$15m from the HSBC account to Ms Melissa. Ms Melissa then handed Dr Goh the monies on Dr Goh's directions.[103]

84 Counsel for the defendants, in turn, submits that the transfer of monies to Dr Jeremy's OCBC 582 Account was because Mdm Koh, Ms Melissa, Dr Jeremy and another son of Mdm Koh and Dr Goh had been affected by Mareva injunctions issued in Suit 111 and Suit 1311. Mdm Koh, Ms Melissa and Dr Michelle hence decided to transfer their monies to Dr Jeremy's OCBC 582 Account between 24 February to 11 March 2016 to safeguard their monies.[104] The monies hence did not come from Dr Goh himself.[105] The beneficial interest in the OCBC 582 Monies was then gifted to Dr Jeremy in

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102 PCS at para 59.

103 PCS at paras 63, 75–78.

104 DCS at paras 203–207.

105 DCS at paras 211–250.

early May 2016 after he agreed to put up Seascape as security to discharge the Suit 111 Mareva Injunction against Dr Goh and Dr Michelle.[106]

85 In any event, counsel for the defendants submits that Dr Goh had no intention to defraud creditors – there were no transfers from Dr Goh's single bank accounts to Dr Jeremy's OCBC 582 Account, and Dr Goh had been preoccupied with gambling away millions of dollars in February 2016.[107] Moreover, even if the OCBC 582 Monies were conveyed to Dr Jeremy by Dr Goh, they had been done for valuable consideration as Dr Jeremy had put up Seascape as security to discharge the Suit 111 Mareva Injunction against Dr Goh and Dr Michelle. Moreover, he received the monies in good faith and without notice of any intention to defraud creditors – it was only three years later that Dr Goh was found liable in Suit 686 and Suit 1311.[108]

Whether Dr Goh's monies had been conveyed into Dr Jeremy's OCBC 582 Account

86 The question of whether monies belonging to Dr Goh had been conveyed is premised on the preliminary question of whether the sum of S$18m in the OCBC 582 Account belonged to Dr Goh in the first place. Counsel for the defendants, in support of their position that the OCBC 582 Monies did not come from Dr Goh, highlight the provenance of the S$18m as follows:[109]

(a) S$4,800,816.53 from Mdm Koh's OCBC single account on 24 February 2016.

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106 DCS at paras 210, 236–240.

107 DCS at paras 226–234.

108 DCS at paras 235–237.

109 DCS at paras 206, 211–223.

(b) S$1,800,000 from Mdm Koh's UOB Single account on 3 March 2016.

(c) S$212,006.12 from Mdm Koh's DBS single account on 8 March 2016.

(d) S$3,352,509.61 from Mdm Koh and Ms Melissa's OCBC joint account on 4 March 2016.

(e) S$918,648.38 from Mdm Koh and Ms Melissa's BOS joint account, and S$1,954.663.98 from Mdm Koh and Dr Michelle's BOS joint account on 7 March 2016.

(f) S$1,873,320.63 from Mdm Koh and Dr Goh's joint OCBC 501 Account on 7 March 2016.

(g) S$640,071.71 from Mdm Koh's joint HSBC account on 8 March 2016.

(h) $933,989.52 from Mdm Koh's joint DBS account on 9 March 2016.

(i) $265,000 over 4 March 2016 and 11 March 2016 from Ms Melissa's single OCBC account.

87 I do not find there to be sufficient evidence to suggest that Dr Goh had an interest in monies transferred from accounts not belonging to him (see above at [86(a)]–[86(e)] and [86(g)]–[86(i)]). In fact, Mdm Wang's submissions only go so far as to say that Dr Goh had *benefitted* from monies in bank accounts not

belonging to him.[110] Mdm Wang's submissions focus on the monies in accounts which were held either solely by Mdm Koh or jointly with Dr Goh; for the purposes of this issue I will hence consider primarily the S$1,873,320.63 transferred from Mdm Koh and Dr Goh's joint OCBC 501 Account on 7 March 2016 (see above at 86(f)).

The monies in the OCBC 501 Account are jointly owned by Dr Goh and Mdm Koh

88 Counsel for Mdm Wang submits that the monies in the OCBC 501 Account were solely owned by Dr Goh while Mdm Koh operated the account with his permission. The account was funded by monies owned by Dr Goh, who had accessed monies in the account without any protest from Mdm Koh and liberally transferred or caused to be transferred monies between this account and another joint account. Further, the monies in the OCBC 501 Account were used to pay for Dr Goh's essential expenses and not that of Mdm Koh.[111]

89 On the other hand, the defendants submit that regardless of who contributed the monies in the joint OCBC 501 Account, Mdm Koh was the sole owner of the monies and controlled how it was spent. Dr Goh had been named as a holder of the bank account purely for probate reasons and had set up other singly-held bank accounts to demarcate monies owned by himself from monies owned by Mdm Koh.[112]

90 It is not disputed that both Dr Goh and Mdm Koh had transferred their earnings into the OCBC 501 Account and that Dr Goh earned significantly more

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110 PCS at para 58.

111 PCS at paras 25–31.

112 DCS at paras 137–148.

than Mdm Koh did.[113] The question at hand is whether the monies, once deposited in the OCBC 501 Account, were given to Mdm Koh for her sole use and control.[114]

91 I am of the view that Mdm Koh was not the sole owner of the monies in Mdm Koh and Dr Goh's joint OCBC 501 Account. While Mdm Koh attempts to suggest that she was in control of the monies and how they could be used, this is not borne out by the evidence. In submissions and during trial, counsel for Mdm Wang drew attention to a transfer of S$3m out of the joint OCBC 501 Account into Dr Goh's sole Citibank account a few weeks after he had transferred S$6m from that same Citibank account into the joint OCBC 501 Account in January 2015.[115] When questioned on this transfer of S$3m, Dr Goh's evidence was as follows:

> Q. So you're saying that you demanded [S]$3 million, and your wife just gave it back to you, never asked you what it was for?
>
> A. I asked her for the money.
>
> Q. But she never asked you, "Why are you asking for this money back? It's mine already"?
>
> A. I believe that I have given her so much over the last 30 years --
>
> Q. It's not what you believe. The question I asked you is: what did she ask you, or did she ask you anything in giving you the money?
>
> A. I asked her for [S$]3 million, and she gave it to me.
>
> Q. Just like that?
>
> A. For the large amount that I've given her, I believe she would have given me without asking a question.

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113 Transcript of 15 Sep 2022 p 130 ln 23 to p 131 ln 12.

114 Transcript of 14 April 2022 at p 182 ln 19 to ln 25; Transcript of 15 Sep 2022 p 131 ln 19 to p 132 ln 11.

115 PCS at para 28.

> COURT: Dr Goh, answer the question. Did she ask you what you wanted the money for?
>
> A. No, I don't think so. Thank you.
>
> MR YIM: And she put up no resistance whatsoever?
>
> A. Not at that time.[116]

92 When cross-examined on the same transfer of S$3m, Mdm Koh stated that her reason for doing so was that Dr Goh must have asked her for money for "business" reasons.[117] Despite acknowledging that it was a large sum of money, she could not remember why there was a movement of S$3m or why the sum was exactly S$3m. When pressed further on why she would have transferred such a large sum suddenly, she merely stated that "this is [her] husband" whom she was transferring money to.[118] She further stated that this was not the first time he had asked for money in this fashion and that while she knew he was asking for monies to buy shares at one point, that "he [does not] really want to tell [her]" for "other reasons".[119]

93 It appears to me that despite their assertions to the contrary, Dr Goh and Mdm Koh appeared to treat the monies in the OCBC 501 Account as belonging to both of them. It does not appear that Mdm Koh's permission was material to Dr Goh's withdrawals from the OCBC 501 Account or that she had knowledge of what his withdrawals would be for – neither does she seem to have expressed any interest or ability to find out before approving such money transfers. Against this factual backdrop, the claim that Mdm Koh was the owner of the

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116 Transcript of 14 April 2022 p 184 ln 22 to p 185 ln 16.

117 Transcript of 16 September 2022 p 109 ln 7 to ln 22.

118 Transcript of 16 September 2022 at p 108 ln 14 to p 110 ln 2.

119 Transcript of 16 September 2022 at p 111 ln 19 to p 112 ln 5.

monies and that Dr Goh's name had been added to the account only for probate purposes is untenable.

94 Mdm Koh's conduct vis-à-vis another joint account between herself and Dr Goh (the "BOS Joint Account") is also consistent with the approach of treating monies in their joint accounts as a common pool owned by both of them. As with the OCBC 501 Account, Mdm Koh took the position that she, too, had sole ownership of the BOS Joint Account. She said that the BOS Joint Account was opened with the "private banking arm" of OCBC Bank, and since she owned the OCBC 501 Account, the BOS Joint Account would also be owned by her.[120] Mdm Koh acknowledged that Dr Goh had made significant share purchases using money from the BOS Joint Account,[121] whereas she did not approve of all his investments, and preferred to use monies in the BOS Joint Account to trade in smaller sums of monies or through purchasing less risky financial products that had a longer maturity period.[122] When asked why she would allow Dr Goh to expose monies that were supposedly under her sole ownership to risks, she said that "You can't say 'no' to him all the time … We would be quarrelling all day" and that she tried "not to irritate him".[123] That being said, it was highlighted that save for Dr Goh's purchase of shares in AirAsia, she had *never* refused his investments using monies in the BOS Joint Account. Mdm Koh resisted the suggestion that she could not refuse as Dr Goh had a beneficial interest in the monies, explaining that "if he [makes] money, what can I say?"[124]

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120 Transcript of 16 September 2022 at p 71 ln 24 to p 73 ln 3.

121 Transcript of 16 September 2022 p 77 ln 9 to to p 79 ln 25.

122 Transcript of 16 September 2022 p 80 ln 8 to p 81 ln 12.

123 Transcript of 16 September 2022 p 82 ln 10 to p 83 ln 7.

124 Transcript of 16 September 2022 p 83 ln 8 to ln 18.

95 The next inconsistency in Mdm Koh's story pertains to the instance where she had refused Dr Goh's purchase of AirAsia shares using the BOS Joint Account. She stated that as she did not approve of the purchase, he then transferred monies into the BOS Joint Account from his sole account for the purchase.[125] However, she did not appear to reimburse the monies to him after the shares were sold,[126] and Dr Goh said that when stocks (even those she did not approve of buying) had gone up in value, she would still be the one keeping the profits.[127] This appears to be more consistent with the common pool approach than the clear delineation of joint account assets (as belonging to Mdm Koh only) and assets that stayed within Dr Goh's sole ownership.

96 Additionally, the defendants' position that the monies in the OCBC 501 Account belonged solely to Mdm Koh is also inconsistent with the earlier affidavit evidence provided by Dr Goh in previous suits as to his assets. In Suit 111, Dr Goh had been ordered to disclose all assets in his name and whether he solely or jointly owned it. Pursuant to this disclosure order, he then stated on affidavit that the monies in the OCBC 501 Account belonged jointly to him and his wife.[128] Dr Goh sought to explain this by saying that the joint ownership was only "in name" and that he "could have been more clear" and stated that "the joint accounts [belong] to [his] wife, although in name it's jointly owned". When pressed on why it was so difficult for him to have stated that and why he had declared in 2016 that the account was jointly owned, Dr Goh could not

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125 Transcript of 16 September 2022 p 85 ln 2 to ln 6.

126 Agreed Bundle of Documents (Volume 9) ("9AB") p 4791.

127 Transcript of 13 September 2022 p 47 ln 5 to ln 10.

128 Transcript of 14 April 2022 at p 75 ln 17 to ln 22.

come up with any explanation, merely reiterating that he was not clear in that affidavit.[129]

97 Moreover, although Dr Goh stated that he had not been involved in the decision to gift S$18m to Dr Jeremy,[130] the decrease in Dr Goh's assets between March 2016 and November 2016 corresponds to the transfer of this sum into the OCBC 582 Account. Counsel for Mdm Wang raised that in Dr Goh's affidavit of means ("AOM") filed November 2016, he stated that he only had one bank account containing $34,546,81 left in a sole bank account, down from around $19m in several bank accounts (including the BOS joint account, the OCBC 501 Account and the OCBC 582 Account) declared in his March 2016 AOM.[131] Counsel suggests that this was because Dr Goh and his family had in May 2016 discussed the matter of gifting the monies to Dr Jeremy. Apart from repeatedly asserting that the $18m was not his and stating that the March 2016 affidavit was "miscommunicated", Dr Goh did not appear to be able to explain why he had changed his position at that point in time.[132]

98 In essence, I am unpersuaded by Mdm Koh's overall assertion that Dr Goh had told her that all the money he earned, or money he put in their joint accounts would belong to her, for three reasons. First, Dr Goh did not seem to have any problem getting large sums of money from her out of those accounts or from their children's accounts which were pumped up from money from Dr Goh and Mdm Koh's joint accounts. As such, the manner in which they treated the money in their OCBC 501 Account and BOS Joint Account is not

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129 Transcript of 14 April 2022 at p 76 ln 8 to p 77 ln 20.

130 Transcript of 14 April 2022 p 113 ln 3 to ln 20.

131 Agreed Bundle of Documents (Volume 2) ("2AB") p 842–843, 1098.

132 Transcript of 14 April 2022 p 114 ln 4 to p 118 ln 14.

consistent with this assertion. Second, Mdm Koh does not satisfactorily explain Dr Goh's access to the monies other than that he had a bad temper, and nobody dared refuse him. Thirdly, Mdm Koh relies solely on oral evidence. While her oral evidence is corroborated by Dr Goh, he has an interest in the matter at hand and his own evidence in this regard has not been consistent either. More importantly, her evidence in the witness box is not convincing, with quite a few unbelievable answers and shifting evidence, and she has contradicted herself in the previous affidavits she had filed.

Conveyance of monies

99 I hence find that there had been a conveyance of monies belonging to Dr Goh to Dr Jeremy's OCBC 582 Account – specifically, the sum of S$1,873,320.63 transferred from Mdm Koh and Dr Goh's joint OCBC 501 Account on 7 March 2016.

Whether this conveyance was made with the intent of defrauding creditors

100 According to the defendants, the conveyance was made in return for Dr Jeremy's agreeing to put up the Seascape property as security. I note that Dr Jeremy was unable to provide concrete details surrounding this provision of consideration on his part. He vaguely stated that Dr Goh and Dr Michelle had probably stated "the situation" to him after which he offered his property as security. However, when questioned further, Dr Jeremy stated that he could not remember to whom this request was made in the presence of, whether any group discussions were had regarding the putting up of Seascape to discharge an injunction, any conversations he might have had with Dr Goh in their WhatsApp chat groups where Dr Goh had said "he needed help" as well as who had come

up with the idea of mortgaging Seascape.[133] Neither could he recollect any details of precisely when and where the "family discussion" at which he had been told that his mother and two sisters agreed to gift over S$18m to him had occurred, save that it occurred at 36 Cove Way sometime in May.[134] Dr Jeremy's account of events (or more accurately, his complete inability to provide an account of events) is odd at best and suspicious at worst.

101 In any event, even assuming that the defendants are to be believed in saying that consideration was made for Dr Goh's transference of monies into the OCBC 582 Account, I am of the view that that Dr Goh had acted with the actual intent to defraud creditors and Dr Jeremy had notice of Dr Goh's fraudulent intention. My reasons are as follows.

102 First, Dr Goh appeared to be very much involved in transactions involving the OCBC 582 Account. During the examination of Dr Goh, counsel for Mdm Wang highlighted several instances where Dr Goh had stated on affidavit that he had an interest in the OCBC 582 Account. For one, Dr Goh had stated in March 2016 that "[t]he money in the account is family money … it is jointly owned by my [w]ife, my children and me for our joint family investments". Dr Goh's explanation was that the S$18m did not come from him or from any of his single bank accounts.[135] When it was suggested to him that the judge in Suit 1311 had understood that Dr Goh had an interest in the S$18m in Dr Jeremy's account and that Dr Goh's counsel then had not corrected the judge on this point, Dr Goh's response was that "my counsel was incorrect".[136]

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133 Transcript of 13 September 2022 at p 171 ln 5 to p 181 ln 21.

134 Transcript of 14 September 2022 at p 109 ln 17 to p 112 ln 4.

135 Transcript of 14 April 2022 at p 87 ln 15 to p 88 ln 13; 2AB at p 843.

136 Transcript of 14 April 2022 at p 94 ln 22 to p 95 ln 12.

Dr Goh's responses were not able to address why he had in previous lawsuits declared to the court that he had an interest in the OCBC 582 Account.

103 Moreover, even though Dr Jeremy claimed that the OCBC 582 Account bank statements were not shared with his family, when questioned on why Dr Goh appeared to know the amount in the account as of 17 March 2016 (which Dr Goh had declared in his AOM[137]), Dr Jeremy began by saying he did not know if he had shared with his father how much money he had in his accounts at the time. Dr Jeremy went on to say that Dr Goh had "probably asked" him, but then stated that he could not remember specifically if he had been asked by Dr Goh.[138]

104 Second, Mdm Wang relied on a WhatsApp message sent on 12 February 2016 by Dr Michelle in a group chat comprising her and the rest of Dr Goh and Mdm Koh's children (the "Elves Group Chat Message"[139]). In that message, Dr Michelle stated that:

> This morning [Dr Goh] said that he is prepared to go bankrupt, divorce [Mdm Koh] and transfer all the assets to us. So that if they sue him or [Mdm Koh], they will get nothing.

105 Dr Jeremy acknowledged that he understood the message in its plain meaning but that he believed that Dr Michelle may have exaggerated the matter.[140] Dr Jeremy denied that when he received the various transfers soon

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137 2AB at p 843.

138 Transcript of 15 September 2022 at p 47 ln 3 to p 48 ln 2.

139 15DPD; Transcript of 15 September 2022 at p 32 ln 16 to ln 19.

140 Transcript of 15 September 2022 at p 32 ln 23 to p 33 ln 23.

after receiving the message, he knew these monies had come from Dr Goh, and instead stated that they came from his mother and siblings.[141]

106 However, Dr Jeremy's claim is shaken by the third reason, which is that Dr Jeremy has not been able to furnish any satisfactory explanation – or any explanation at all – as to why he had then transferred out monies of S$18.465m to his HSBC account in May 2016, and then disbursed S$15m of that sum to Dr Goh on his request, through Ms Melissa on three occasions between August to November 2016.[142]

107 With regard to his transfer of over S$18m to his HSBC account on 9 May 2016, Dr Jeremy explained, vaguely and without certainty, that he "may have wanted to transfer to another of [his] bank accounts". Dr Jeremy acknowledged that the decision to gift the beneficial interest in the monies to him had not been made by his family before May 2016. When asked why he was transferring out monies which were not really his own, Dr Jeremy's justification was that it was his business which account he put the money in, and that he did not recall the details of why he had shifted it to his HSBC account.[143]

108 With regard to the monies transferred to Ms Melissa on three occasions at Dr Goh's request, Dr Goh testified that he had told Dr Jeremy he needed S$15m for "business" and that Dr Jeremy "did not protest" at this.[144] Dr Jeremy himself stated that his father had said "he needed help and that this was for both business and legal expenses", but he could not remember if his father had asked

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141 Transcript of 15 September 2022 at p 38 ln 1 to ln 10.

142 Jeremy Goh's AEIC at paras 43–47.

143 Jeremy Goh's AEIC at para 43; Transcript of 14 September 2022 at p 121 ln 19 to p 122 ln 20.

144 Transcript of 9 Sept 2022 at p 48 ln 2 to ln 13.

for the exact sums he had transferred each time, or whether his father had asked for the total sum of S$15m to be transferred in three tranches (though he did not think the latter scenario was as likely).[145]

109 Taking the evidence in its totality, the picture that emerges is as follows. Dr Jeremy had received his alleged gift of S$18m in the OCBC 582 Account, which Dr Goh had at points declared to the court was an account in which he had joint ownership and was aware of the precise quantities of monies held therein. Within a few months of receiving a WhatsApp message from Dr Michelle on Dr Goh's willingness to transfer his assets to his family and go bankrupt so that his creditors would get nothing, Dr Jeremy then proceeded to transfer S$18m into his HSBC account, and then to route much of that sum to Dr Goh via Ms Melissa. Dr Goh was not able to explain away his seeming knowledge and involvement in transactions involving the OCBC 582 Account, and it is undisputed that he had eventually directed that S$15m be routed back to him.

110 Dr Jeremy has not been able to furnish any alternative explanation as to why he had gone about making these transfers. The extent to which he appears to have purged details of any understanding or discussions he may have had with Dr Goh regarding these monies and their movement from his memory is so thorough as to be incredible. There is simply no ring of truth to his account that he accepted the monies as a gift and subsequently transferred the monies to his father purely to help him financially. I find from the evidence that the conveyancing of monies into Dr Jeremy's account from Dr Goh and Mdm Koh's OCBC 501 Account had been orchestrated by Dr Goh with the

145 Transcript of 15 Sept 2022 at p 5 ln 1 to p 7 ln 17.

intent to defraud his creditors, and Dr Jeremy had notice of Dr Goh's intention to do so.

Whether the plaintiff is a person prejudiced by the foregoing conveyance of property

111 While it is true (as the defendants highlight in their submissions) that judgment against Dr Goh in Suit 686 and Suit 1311 was only obtained in 2019, the suits were commenced in 2015. Dr Goh's conveyance of monies over the course of 2016 would directly impact whether Mdm Wang would be able to enjoy the fruits of litigation in the event that she should succeed in Suit 686 (as she eventually did), and she was hence prejudiced by the conveyance made.

Alternative claim of resulting trusts

112 As I have found that Dr Goh's conveyance of monies from the OCBC 501 Account into Dr Jeremy's OCBC 582 Account is voidable under s 73B of the CLPA, I need not address the alternative claim on whether a presumption of resulting trust arises in Dr Goh's favour vis-à-vis his contributions into Dr Jeremy's OCBC 582 Account. Briefly, I note that for the reasons I have given above, the presumption that the money is held on trust for Dr Goh and Mdm Koh, proportionate to their contribution, has been established by Mdm Wang.

113 The defendants submit that any resulting trust arising in Dr Goh's favour would be rebutted by the presumption of advancement.[146] However, given that I have found that Dr Goh and Mdm Koh did not intend to gift the monies to Dr Jeremy and that Dr Goh had intended to route the monies back to himself in

146 DCS at paras 133 and 242–249.

a way that would evade his creditors, the presumption of advancement does not arise.

Issue 2: Berth and Seascape

Parties' submissions

114 Counsel for Mdm Wang submits that the purchases of Berth and Seascape are voidable under s 73B of the CLPA as they were made in the name of another with an intent to defeat, hinder or delay creditors.[147] Counsel for Mdm Wang submits that the defendants had shifted in position from initially stating that Berth and Seascape were funded by both Dr Goh and Mdm Koh jointly, to stating that Mdm Koh had solely gifted the two properties to Ms Melissa and Dr Jeremy by virtue of her sole ownership of the funds on the OCBC 501 Account.[148]

115 Counsel for Mdm Wang submits that Berth and Seascape were purchased using Dr Goh's funds. For Berth, Liberty Sky had paid S$7,666,725.46 into Dr Goh's sole account on 23 December 2014 for the purchase of AMP shares, which then was moved to other accounts before being transferred to the joint OCBC 501 Account. These monies were eventually used to complete the purchase of Berth on 5 February 2015.[149] As for Seascape, Dr Goh had routed Mdm Wang's payment of RMB46m to him in China on 26 November 2014 to the joint OCBC 501 Account through third-party

147 PCS at paras 215–222.

148 PCS at paras 79–83.

149 PCS at paras 84–85.

intermediaries such as Mr Toe and Ms Li Yazhou. These monies were used to complete the purchase of Seascape in November 2014.[150]

116 Counsel for Mdm Wang submits that Ms Melissa and Dr Jeremy have not displayed any indicia of true ownership in the properties.[151] Even though the defendants claimed the properties were matrimonial gifts, Ms Melissa and Dr Jeremy were not engaged to be married when the properties were purchased and did not live in the properties before or after their respective marriages.[152] Moreover, Dr Goh appeared in control of the properties. He put up the properties (along with 36 Cove Way) as security in exchange for the discharge of the Suit 111 Mareva Injunction on 3 May 2016. It was on his directions that both properties were mortgaged in 2017[153] and Dr Goh was the primary beneficiary from the mortgage proceeds.[154] Mdm Koh and Dr Goh, and not Dr Jeremy, had handled the tenancy and maintenance of Seascape.[155] Mdm Wang also submits that Dr Goh had directed the private sale of Seascape to Mr Ang at an undervalue in April 2021.[156]

117 Alternatively, counsel for Mdm Wang submits that Berth and Seascape are held on resulting trusts for Dr Goh as they were purchased with his monies, and he had no intention of conveying the beneficial ownership of the properties to Ms Melissa and Dr Jeremy.[157]

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150 PCS at paras 91–106.

151 PCS at para 107.

152 PCS at paras 108–112.

153 PCS at paras 113–147.

154 PCS at paras 148–154.

155 PCS at paras 156–158.

156 PCS at paras 155, 235–303.

157 PCS at paras 222–224.

118 Mdm Wang hence submits that the court should order the properties to be sold at an auction to be held by herself or the Official Assignee, and for the proceeds of sale to be applied to satisfy any outstanding mortgage on the properties, and the remaining money to be held by the Official Assignee in favour of Dr Goh's estate in bankruptcy.[158]

119 On the other hand, while the defendants do not dispute that Berth and Seascape were purchased with monies from the OCBC 501 Account, they maintain that these monies belonged solely to Mdm Koh and hence the purchases did not cause prejudice to Mdm Wang by reducing the pool of assets available to Dr Goh's creditors.[159]

120 In any event, Dr Goh had no intention to defraud creditors – he did not have any creditors at the times of purchase and was wealthy even without receiving funds from Mdm Wang and Liberty Sky. Moreover, the purchase of the two properties was genuinely intended to benefit Ms Melissa and Dr Jeremy.[160]

121 The defendants also submit that Mdm Wang's claim in resulting trust fails as the true intention to gift the property to Ms Melissa and Dr Jeremy is clear from the evidence, and the purchase price for both properties was paid by Mdm Koh using the joint OCBC 501 Account.[161] Even if a presumption of resulting trust arises, the presumption of advancement between parent and child will arise to rebut it. For both properties, the defendants submit that the children

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158 PCS at para 225.

159 DCS at paras 157–159, 179.

160 DCS at paras 160–163, 180–185.

161 DCS at paras 164–168, 186–188.

had valid and credible reasons (such as that of inconvenience) for not living in the properties after marriage and retained autonomy in dealings such as rental, security, and mortgage of the properties.[162] For Berth, the circumstantial evidence shows that Ms Melissa had received and expended the rental proceeds. For Seascape, the defendants highlight that one's decision to use a gift in a manner that benefits the donor does not negate the gift or rebut the presumption of advancement. It is believable that Dr Jeremy would agree to put up Seascape as security and/or give his father the mortgage proceeds as he was grateful to his parents for his upbringing.[163]

122 Lastly, no constructive trust exists in favour of Dr Goh as Ms Melissa and Dr Jeremy have no knowledge of any alleged scheme to defeat, hinder or delay Dr Goh's creditors and did not actively assist or abet Dr Goh in any attempt to do so.[164]

Preliminary finding: Dr Goh was involved in the purchase and gifting of Seascape and Berth

123 Having found above that the funds in the OCBC 501 Account are jointly owned by Dr Goh and Mdm Koh, it stands to reason that the properties purchased using monies from the OCBC 501 Account were purchased by both Dr Goh and Mdm Koh and not by Mdm Koh alone.

124 Moreover, the evidence gives rise to a strong inference that Mdm Koh had not acted alone in buying the properties in her children's names. Contrary to Mdm Koh's position that Seascape was a gift from only her to Dr Jeremy,

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162 DCS at paras 169–175, 189–199.

163 DCS at paras 198–199.

164 DCS at paras 176–178 and 200–202.

Dr Jeremy's evidence is that he "thought [Seascape] was from the both of [his parents]".[165] While he acknowledged that Seascape was the first huge property gift he had received in his life, he could proffer no recollection of what his parents had told him regarding the gift beyond saying that his mother had told him about it. Dr Jeremy was unable to definitively say whether his father had affirmed that it was a gift from both parents or not.[166]

125 I also find Mdm Koh's evidence that she had gifted the property as "the money [came] from [her]" whereas Dr Goh only "morally supported" that decision[167] untenable in the face of her original pleadings and her inconsistent affidavit evidence.

126 First, it was only in her pleadings, as amended in April 2022, and her further affidavit filed in June 2022, that she made clear that the monies in the OCBC 501 Account were under, not just her ownership, but her *sole* ownership, and that she was hence the *sole* giver of Berth and Seascape.[168] Mdm Koh sought to draw a distinction between her and Dr Goh's decision to give the properties (which she says was made jointly) and the payments for the properties which were made from the account she claimed to own alone.[169] The artificiality of this distinction was pointed out to her when counsel for Mdm Wang queried that "if [Dr Goh] didn't have anything to give, what is there to give?"[170] To this,

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165 Transcript of 13 September 2022 p 122 ln 6 to ln 11.

166 Transcript of 13 September 2022 p 123 ln 3 to p 124 ln 18.

167 Transcript of 16 September 2022 p 23 ln 18 to p 24 ln 6.

168 Transcript of 16 September 2022 p 10 ln 2 to ln 8.

169 Transcript of 16 September 2022 at p 21 ln 16 to ln 18.

170 Transcript of 16 September 2022 at p 21 ln 25 to p 22 ln 1.

Mdm Koh could only repeatedly state that in her understanding, it was good enough to say that she owned the monies.[171]

127 The unpersuasive nature of such an explanation is exacerbated by the different position taken in Mdm Koh's affidavit evidence for Suit 1311 in 2017. Her evidence in Suit 1311 was that she and Dr Goh had "purchased" the Berth and Seascape property for Ms Melissa and Dr Jeremy. When cross-examined on this, Mdm Koh protested that she did not know how else she could have crafted the same sentence. When it was suggested to her that she could have stated what she wrote in her present affidavit for this suit, *ie*, that she had used monies belonging to her and was the sole giver, Mdm Koh could only make the feeble excuse that writing that would be "easy for [counsel for Mdm Wang], but not easy for me".[172] In other words, Mdm Koh was unable to explain why she could not have come clean from the start or to reconcile her shifting positions on the purchases of Berth and Seascape across multiple suits.

The purchase of Seascape is voidable under s 73B of the CLPA

128 I am of the view that the purchase of Seascape in Dr Jeremy's name is voidable under s 73B of the CLPA.

129 On a balance of probabilities, it appears Dr Goh had made this gift of Seascape to Dr Jeremy with the intent to defraud his creditors. The suggestion of such an intent is found in the Elves Group Chat Message sent by Dr Michelle in February 2016. This was corroborated in respect of Seascape by the conduct of Dr Goh and his family members – namely, in effecting the mortgage of Seascape and in arranging for its private sale to Mr Ang.

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171 Transcript of 16 September 2022 at p 22 ln 6 to ln 7; p 23 ln 1 to ln 3.

172 Transcript of 16 September 2022 p 24 ln 7 to p 27 ln 2.

130 I begin by highlighting Dr Goh's messages in a WhatsApp chat group, "Internal Party Property", which appear to evince that he was not only in control of Seascape but also exercising this control with the aim of defrauding his creditors. The chat group was created by Dr Goh on 18 April 2017 and included Dr Jeremy, Ms Melissa, Mr Lee and the Finance Manager of AMP,[173] Chan Yue Kwan (referred to as "Ms Denie").[174] He stated that "we need to convert asset to cash n we need to caveat both properties away from vultures" (the "Vultures Message"). During trial, Dr Goh clarified that "vultures" referred to persons who had sued him, including Mdm Wang.[175] He had also addressed a message to Ms Melissa and Dr Jeremy to "please assist [Ms] Denie [and] [Mr Lee] to furnish information … to assist the processing of the loan".[176]

131 Dr Jeremy stated that he had opened but never read the Vultures Message or Dr Goh's subsequent message instructing him to assist Ms Denie and Mr Lee. Oddly enough, however, he stated that he had managed to read Ms Denie's private message to him on the same day asking for documentation required to effect the mortgage.[177]

132 When asked why he could read Ms Denie's private message and not Dr Goh's group message, he merely said that he was busy and had a lot of group chats, and so he would not read all the messages in his group chats all the time. Further, he said that he was not interested in the creation of this new chat group

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173 Goh Seng Heng's affidavit for Suit 636 dated 7 April 2022 at p 548.

174 Goh Seng Heng's affidavit for Suit 636 dated 7 April 2022 at para 180; GSH-1 Annex Z.

175 Transcript of 9 September 2022 at p 10 ln 10 to ln 14.

176 Goh Seng Heng's affidavit for Suit 636 dated 7 April 2022 at para 180; GSH-1 Annex Z.

177 Transcript of 15 September 2022 p 12 ln 2 to p 15 ln 24.

or the fact that his father had addressed a specific request to him, as he had discussed the matter with his father beforehand.[178] I found this to be an unconvincing explanation of why Dr Jeremy had selectively read some messages pertaining to the mortgage of Seascape but not others, when these messages pertained to the same matter and were sent in the same time frame. The story put before this court is hence that Dr Jeremy was aware that he was to mortgage Seascape and had proceeded to work with Ms Denie (who had been asked by Dr Goh to assist) to do so but had conveniently missed out on the messages which would highlight any intent to defraud creditors in mortgaging Seascape.

133 Further, the bulk of the mortgage proceeds from both properties either went back to Dr Goh or was used for his benefit.[179] It is clear that Dr Goh had the power to direct how Seascape was to be dealt with, and the mortgage was orchestrated by Dr Goh to keep them away from his creditors.

134 The subsequent auction of Seascape to Mr Ang was also carried out under spurious circumstances. Seascape had been put up for public auction on 8 April 2021 at the reserve price of S$8.5m. Mr Ang was the only bidder and began bidding at S$4.41m. His bid was not accepted as it was too low, and Seascape was withdrawn from the auction. After the auction ended, Mr Ang made a S$4.5m counteroffer, which was accepted.[180]

135 Mdm Wang's case is that Dr Goh's calls with Mr Ang on the day of the auction were part of a conspiracy for Mr Ang to buy Seascape at an

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178 Transcript of 15 September 2022 p 12 ln 2 to p 15 ln 24.

179 PCS at para 220; Defence at para 111(b).

180 Jeremy Goh's Supplementary AEIC at para 32–38; Bernard Ang's affidavit dated 12 July 2021 at paras 43–44 and p 221.

undervalue.[181] Dr Jeremy, however, claims that he was the one who had given Mr Lee instructions on the auction day via Telegram calls, and that he had consented to the counteroffered price of S$4.5m as he believed this was the best possible price he could get.[182]

136 However, Dr Jeremy's version of events is unsupported by evidence. Although he claims to be the person instructing Mr Lee on the auction day, no calls or messages were discovered on Dr Jeremy's phone. Dr Jeremy stated on affidavit that he did not know why records of his calls did not appear in the data extracted from his phone[183] and that he did not know what had become of the call logs. Only at trial did Dr Jeremy say that he had a practice of regularly deleting his Telegram messages and calls.[184] It was put to him that he had hence not been telling the truth when he said he did not know what had become of "them". Dr Jeremy disagreed, saying:

> I was responding that I did not have it any more [*sic*] and that I do not know what has become of the data.[185]

He also stated that what he did not know was "after I delete, what has become of it, is it retrievable, is it not".[186]

137 This attempt to reconcile his assertion that he did not know what had become of the call logs with his admission that he had deleted them smacks of prevarication. At no point had Dr Jeremy been ordered to furnish evidence on

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181 PCS at para 155.

182 Transcript of 14 September 2022 p 56 ln 24 to p 57 ln 19; Jeremy Goh's Supplementary AEIC at para 30.

183 PCS at p 85.

184 Transcript of 13 September 2022 at p 134 ln 4 to p 135 ln 24.

185 Transcript of 15 September 2022 p 59 ln 14 to ln 16.

186 Transcript of 13 September 2022 p 139 ln 5 to ln 7.

the possibility of retrieving deleted data from Telegram. He had only been asked to account for what had happened to those logs. It would have been easy for Dr Jeremy to say from the outset that he had deleted his Telegram logs. Saying that it was the "data" he did not know about rather than the call logs suggests that he had, in his original statements, been trying to draw a ludicrously fine distinction between the messages and the data constituting them.

138 The suspicious nature of the sale of Seascape is reinforced by the calls exchanged between Dr Goh and Mr Ang on the same day of 8 April 2021. I begin by noting that Mr Ang has declined to testify. His phone records pertaining to that period of time have also been lost as his Old Phone was damaged. The expert opinions produced by Mdm Wang concluded that the Old Phone was soaked in seawater rather than dropped accidentally in the toilet, as Mr Ang claimed, and their evidence has not been shaken in cross-examination.

139 Given the loss of records from Mr Ang's Old Phone, all we have to rely on is Dr Goh's evidence of their communications on the day of the auction. I find his evidence in this regard to be highly inconsistent and not credible.

140 As mentioned above, Dr Goh's affidavit evidence was that he had called Mr Ang on 8 April 2021 to wish him a happy birthday and discovered then that Mr Ang was attending the auction. On the same day, Mr Ang called Dr Goh and told him he had placed a deposit to buy Seascape. In cross-examination, it was highlighted to Dr Goh that his evidence was only of two calls and hence did not account for all ten calls that were made between him and Mr Ang on 8 April 2021.[187] To this, Dr Goh said that there were "some other conversations

[187] Transcript of 8 September 2022 at p 53 ln 23 to ln 25.

going on, so [he does not] believe there was [*sic*] only two [calls]"[188] and that "this is [an] incomplete affidavit"[189]. Again (as seen above at [102]), Dr Goh appears to discard his earlier evidence when the inconsistencies between his past and present positions were highlighted, with no satisfactory explanation for them.

141 Further, it was highlighted to Dr Goh that the calls had been made at timings which coincided with developments at the auction. It appeared that Mr Ang had called Dr Goh at the start of the auction, again after Mr Lee had been advised on the opening bid, a third time after Mr Lee had given instructions to open the bidding at the price of S$4.4m, two more times after Mr Lee confirmed this opening price and four more times when the property was withdrawn from the auction. After Mr Ang's counteroffer was made and the deal was concluded, Mr Ang then made a final call to Dr Goh.[190] However, Dr Goh did not provide any concrete explanation of why they had exchanged these calls and gave dismissive answers such as this one:[191]

> Q. As we've established, you no longer had any more business, gambling business with [Mr] Ang. Why were there all these long, long phone calls you had with him that coincided with what was happening at the auction?
>
> A. Your Honour, we have been buddies for more than about [ten] years, since 2010, so just because I don't go gambling means we cannot have fellowship, breakfast, calls regularly, so that's -- your narrative accusing me that [Mr] Ang have [sic] no longer talk to me because I'm no more a gambler, no money to gamble, he's not that kind of person.

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188 Transcript of 8 September 2022 at p 54 ln 3 to ln 7.

189 Transcript of 8 September 2022 at p 54 ln 12.

190 Transcript of 8 September 2022 at p 44 ln 21 to p 50 ln 3.

191 Transcript of 8 September 2022 at p 54 ln 13 to 24.

142 The issue at hand was not whether he was still friends or in contact with Mr Ang; the vague justification that they still had fellowship, meals and calls on a regular basis does nothing to explain why as many as *ten* phone calls were made in one day, in uncanny coincidence with developments at the auction of Seascape. In sum, Dr Goh was a witness whose glib and evasive responses did little to reconcile the gaps and inconsistencies in his evidence. Given the timing and volume of calls made on 8 April 2021, coupled with Dr Goh's inconsistent and sketchy evidence of these calls, I find that Dr Goh had been involved in the sale of Seascape by private treaty at S$4.5m. I also find that Mr Ang's Old Phone had, more likely than not, been contaminated, probably by immersing it in seawater.

143 I am hence of the view that Dr Goh had purchased Seascape in Dr Jeremy's name with the intent to defraud his creditors, and that Dr Jeremy had notice of Dr Goh's intention to do so. Further, Mdm Wang would be prejudiced by this purchase. The sale and purchase agreement for Seascape was signed on 29 May 2015 and the sale to Dr Jeremy was completed on 11 August 2015,[192] after the commencement of Suits 686 and 546. Mdm Wang, being a litigant in Suits 686 and 546, is hence a person prejudiced by the purchase.

In the alternative, Dr Jeremy holds Seascape on resulting trust in Dr Goh and Mdm Koh's favour

144 Even if I am wrong in finding that the purchase of Seascape in Dr Jeremy's name is caught by s 73B of the CLPA, the presumption of resulting trust would still arise insofar as Seascape was paid for using monies jointly owned by Dr Goh and Mdm Koh.

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192 SOC at paras 54–55.

145 The evidence militates against any possibility that this is a gift. Neither would the presumption of advancement arise to defeat this presumption of a resulting trust. As mentioned above, Dr Jeremy has little distinct recollection as to the circumstances under which the alleged gift of Seascape was extended to him. Moreover, not only is his evidence on the making of this gift patchy, Dr Jeremy does not appear to have treated Seascape as a gift under his ownership.

146 Although Dr Jeremy's evidence is that he "made the decisions" relating to the renting of Seascape after completion, this is not borne out by the evidence.[193] The documentary evidence reflects that Dr Jeremy and his parents were in a chat group with their property agent, in which a discussion was conducted in 2017 on renewing their tenants' lease.[194] Dr Jeremy stated on the stand that he did not remember if there were any other persons in the group chat and who had started the group[195] – it was later pointed out to him that in his own affidavit he had stated that the group was created by Mdm Koh and comprised multiple individuals including Mr Lee and Ms Denie.[196]

147 It also appears that Mdm Koh was very much involved in matters relating to Seascape, such as reminding him to ensure rent and property tax had been paid and to confirm the arrangements for paying fire insurance.[197] She would also keep track of the precise amounts of rent paid.[198] When questioned

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193 Transcript of 13 September 2022 p 125 ln 7.

194 9AB at p 4974.

195 Transcript of 13 September 2022 p 127 ln 15 to ln 23.

196 Transcript of 13 September 2022 p 130 ln 1 to p 131 ln 15.

197 Transcript of 13 September 2022 p 157 ln 22 to p160 ln 20.

198 Transcript of 13 September 2022 p 162 ln 2 to p 164 ln 14.

on his mother's involvement in managing the property, Dr Jeremy denied that he was reporting to his mother on the property, stating instead that she was "just trying to help".[199] Neither does Dr Jeremy appear to have made any decisions in the chat groups with the agents, although he claimed that he was making the decisions at home and communicating them verbally to Mdm Koh.[200]

148 Further, not only did Dr Jeremy not live in or manage the rental of the property at all, he mortgaged it on Dr Goh's instructions and gave the mortgage proceeds to him. The sale of Seascape also appears to have been orchestrated and directed by Dr Goh without Dr Jeremy's involvement.

149 In light of the above evidence, the presumption of advancement does not apply, and Dr Jeremy cannot therefore be considered the true owner of Seascape.

The purchase of Berth is not voidable under s 73B of the CLPA

150 As for Berth, the property purchased in Ms Melissa's name, I do not think that the plaintiff has succeeded in establishing that Dr Goh had purchased Berth with an intent to defraud creditors.

151 To reiterate, the sale and purchase agreement for Berth was entered into in November 2014, and the purchase was completed in February 2015.[201] The evidence is insufficient to suggest that in November 2014, Dr Goh had harboured any intention to defraud his creditors. Rather, both Dr Goh and Mdm Wang's evidence is that they still shared a positive relationship in

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199 Transcript of 13 September 2022 p 164 ln 11 to ln 14.

200 Transcript of 13 September 2022 p 165 ln 10 to p 166 ln 16.

201 SOC at para 44–45.

February 2015, and Mdm Wang had not informed Dr Goh of her intention to commence proceedings at that point.[202]

Ms Melissa holds Berth on a resulting trust in Dr Goh and Mdm Koh's favour

152 As is the case with Seascape, since I have found that the funds in the OCBC 501 Account are jointly owned by Dr Goh and Mdm Koh, it follows that Berth was purchased with those funds by both Dr Goh and Mdm Koh. The presumption of resulting trust arises such that the beneficial interest in Berth falls to Dr Goh and Mdm Koh.

153 I find that Dr Goh and Mdm Koh did not intend to gift Berth to Ms Melissa. Also, the presumption of advancement does not arise to defeat my finding of a presumed resulting trust. The evidence, in fact, suggests the opposite – that Dr Goh and Mdm Koh appeared in control of Berth and all that was done with it.

154 The tenancy and maintenance of Berth were handled by Mdm Koh. Ms Melissa claimed that she would tell Mdm Koh about tenancy and maintenance matters and Mdm Koh would communicate Ms Melissa's instructions to the agent.[203] Although Ms Melissa claimed that there would have been correspondence between herself and Mdm Koh regarding the tenancy and maintenance of Berth, she also stated that she no longer had this correspondence as she deleted her WhatsApp and Telegram messages approximately once a year.[204] It was then pointed out to her that she had been asked on April 2022 to

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202 Transcript of 1 March 2022 at p 29 ln 14 to p 33 ln 16; Transcript of 9 September 2022 at p 173 ln 3 to ln 21; Goh Seng Heng's Affidavit filed 7 April 2022 at para 65.

203 Transcript of 6 October 2022 at p 122 ln 11 to p 123 ln 3.

204 Transcript of 6 October 2022 at p 123 ln 4 to p 124 ln 25.

check for written communications on her phone regarding a tenancy agreement concluded less than a year prior. In response, Ms Melissa stated that in early 2022, her young son had accidentally deleted her messaging application by pressing on it for too long, and she was not able to restore the messages in time.[205] However, Ms Melissa made no mention of her habit of deleting messages or of her son's deletion of her messages in the leadup to trial in her affidavit evidence, merely stating that she was not able to locate or access the correspondence. She justified her omission to do so by saying that she thought affidavits should be kept "short and sweet".[206]

155 I do not find Ms Melissa's evidence to be reliable. She has furnished justifications at every turn to fortify her narrative that she had been involved in managing the tenancy and maintenance of Berth. These justifications appear to be more of an afterthought to cover up weaknesses in her evidence. I hence do not find the evidence sufficient to suggest that Ms Melissa had dealt with Berth as an owner – the evidence, in fact, suggests that Berth was never meant to be a gift for Ms Melissa to manage, control or use as she wished.

156 Ms Melissa's evidence about putting up Berth as security to discharge the Suit 111 Mareva Injunction is similarly not credible. In contradiction to Mdm Koh's evidence that it was Mdm Koh or Dr Goh who had asked her to do this, Ms Melissa stated that she had offered the property without being asked:

> Q. Now, do you agree with Mdm Koh that it was either her or Dr Goh that asked you to offer up the property for the discharge of the Mareva? Do you agree with that?
>
> A. No.

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205 Transcript of 6 October 2022 at p 125 ln 2 to p 127 ln 1.

206 Transcript of 6 October 2022 at p 132 ln 14 to p 133 n 19.

> Q. And your evidence remains that it's just you offering of your own accord?
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> A. Yes. If they asked me, I would have said "no".
>
> Q. Now, you offered it of your own accord, but if they asked you, you would have said "no"?
>
> A. Just to be spiteful.
>
> Q. Just to be spiteful?
>
> A. I offered it on my own accord.[207]

157 She also stated that she did not recall that the subject of offering up Berth as security was discussed within the family.[208] However, she did appear to suggest that some form of discussion regarding the injunction had taken place:

> A. No. They were facing a trade injunction back then, so they couldn't practice, so they couldn't make money. And then we needed, like, cashflow for living expenses.
>
> COURT: Yes.
>
> A. Yeah, so we needed to -- I think they said we needed to put up something so that they can practice.
>
> COURT: So there was some conversation about this?
>
> A. I can't remember exactly what the conversation was.
>
> COURT: But there was some conversation?
>
> A. Yeah.[209]

158 Ms Melissa then explained that her position was that she had spontaneously offered to put up the Berth as security and that she knew that it was an option because she had heard about it from "other lawyer friends".[210] She also stated that she did not know whether Dr Jeremy, who had put up Seascape

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207 Transcript of 6 October 2022 p 136 ln 11 to ln 23.

208 Transcript of 6 October 2022 p 137 ln 20 to ln 23.

209 Transcript of 6 October 2022 p 139 ln 9 to ln 18.

210 Transcript of 6 October 2022 p 141 ln 2 to ln 15.

to discharge the same injunction at the same time, had done so on his own accord or been asked to do so.[211]

159 In my view, Ms Melissa's account of events surrounding the decision to put up Berth as security often appears to be either lacking in coherence or incomplete. If I were to take her words at face value, this appears to be a situation where:

(a) She had been made privy to the difficulties her parents were facing due to the injunction, but no request had been made of her to assist.

(b) She decided to assist by putting up Berth as security, yet her willingness to help without being asked would be negated out of spite should any request have been made of her.

(c) Dr Jeremy had put up his own property as security for the same purpose at the same time, and yet she was not aware of how he had come to a decision to do so.

160 To believe Ms Melissa's account of events, I would have also to believe that her decision to put up Berth as security is characterised by a confusing mix of altruism and caprice and that Dr Goh's children have somehow managed to deal with their properties in a perfectly synchronised manner, without any coordination between any members of the family.

161 The untenability of Ms Melissa's attempts to suggest that she did not know of any attempt to defraud creditors on her father's part becomes clearer

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211 Transcript of 6 October 2022 p 141 ln 16 to ln 19.

when she was cross-examined on the Elves Group Chat Message. She stated point-blank that Dr Michelle was lying when she said that Ms Melissa had been messaging their father about the ongoing lawsuit against him, as Dr Michelle "was just ranting nonsense and rubbish … to get our attention" and "likes to exaggerate to make a big deal out of things" because the siblings "[do not] give her attention".[212] Yet, Ms Melissa herself had responded in the Elves Group Chat, saying that "they are trying to sue [her] and [Mdm Koh] too".[213] While Ms Melissa's testimony is that she is uninvolved and ignorant of Dr Goh's lawsuits and legal troubles to the point of callous disregard, this does not sit well with the evidence of her actions and her responses in the Elves Group Chat. The evidence instead reflects her recognition of Dr Goh and her family's difficulties and her willingness to deal with Berth in ways that would alleviate these difficulties.

162 This is again evinced in the mortgaging of Berth for S$2.64m. Ms Melissa states that she had initiated the idea of mortgaging Berth as she wished to help the family with cash flow and living expenses. In contradiction to Dr Goh's evidence that he had asked Ms Melissa to consider mortgaging Berth, Ms Melissa's evidence is that Dr Goh had never spoken to her about mortgaging Berth.[214] While she acknowledged that Ms Denie had assisted her with the process of mortgaging Berth and acknowledged being part of the "Internal Party Property" chat group where Dr Goh had sent the Vultures Message and instructed her and Dr Jeremy to assist Ms Denie with the mortgage process,[215] she said she did not recall the group chat and did not read the

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212 Transcript of 6 October 2022 p 144 ln 17 to p145 ln 25; p 147 ln 1 to ln 8.

213 Transcript of 6 October 2022 p 146 ln 1 to ln 13.

214 Transcript of 7 October 2022 p 25 ln 24 to p 27 ln 7.

215 Transcript of 7 October 2022 p 27 ln 15 to ln 24.

messages in the group chat.[216] Ms Melissa also contradicted Dr Goh's evidence that he had verbally talked to them before the message was sent on mortgaging the property by saying that she did not remember such a conversation and that her father "says a lot of nonsense" and she "[does not] listen half the time".[217]

163 Again, Ms Melissa's account of events appears contrived to exclude any possibility of her parents being involved in dealings surrounding Berth. I find it unconvincing that Ms Melissa should have been so thoroughly oblivious to her father's direct communication to her of his intentions surrounding Berth and yet proceeded to do exactly as he wished after his communication was made.

164 The defendants' position is that out of the S$2.64m in mortgage proceeds, S$600,000 was given to Mdm Koh, S$2m to Dr Michelle, and S$40,000 expended by Ms Melissa herself on personal living expenses. I do not think the evidence suffices to support Mdm Wang's submission that Dr Goh was the beneficiary of the S$2m transferred to Dr Michelle.[218] In any event, the main point is that the evidence shows that Ms Melissa entered the mortgage on Dr Goh's instructions, and much of the money was not for her benefit. Like her putting up Berth as security, her decisions were not made voluntarily as the true beneficial owner of the property.

165 In summary, I hence find that the beneficial interest in the Berth lies with Dr Goh and Mdm Koh by operation of the presumption of a resulting trust in their favour.

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216 Transcript of 7 October 2022 p 28 ln 2 to p 29 ln 19.

217 Transcript of 7 October 2022 p 30 ln 2 to p 31 ln 17.

218 PCS at para 153.

Issue 3: 36 Cove Way

Parties' Submissions

166 Mdm Wang highlights that by the time Dr Goh had sold his half share in 36 Cove Way for S$5.25m in March and April 2019, he had taken measures to move his other assets out of reach of his creditors and had lost Suit 1311 and was facing increased pressure in Suit 686. 36 Cove Way was hence his final large asset to be kept away from his creditors.[219] Counsel for Mdm Wang submits that the timing of the purchase is suspicious given the legal pressures faced by Dr Goh at the time, which Mdm Koh would have been apprised of.[220]

167 Further, counsel for Mdm Wang submits that the defendants' story that Mdm Koh had purchased Dr Goh's share in 36 Cove Way to protect her and her mother's interests in light of Dr Goh's pursuit of gambling capital is fabricated.[221] There is no reason why Dr Goh would have wanted to kick his mother-in-law out of the house.[222] Also, they had engaged separate lawyers and an independent property valuer to whitewash the purchase. If they had entered into the sale and purchase in accordance with their genuine private desires, there would have been little reason to do so vis-à-vis their matrimonial home.[223] Moreover, at least S$2.766m of the purchase sum had been paid by Mdm Koh out of two of her sole accounts, into which Ms Melissa and Dr Jeremy had transferred monies which came from Dr Goh.[224] Counsel for Mdm Wang also

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219 PCS at paras 177–178.

220 PCS at paras 183–185.

221 Plaintiff's Reply Submissions ("PRS") at paras 148–151.

222 PCS at paras 186–188.

223 PCS at paras 189–191.

224 PCS at paras 194–195; PRS at paras 158–160.

submits that the Deed of Separation was not genuine and meant to serve an ulterior purpose.[225] Lastly, the sale of the two cars (as mentioned at [46]) is supporting evidence of a scheme of divestment of Dr Goh's assets to frustrate his creditors.[226]

168 Counsel for Mdm Wang hence submits that Dr Goh's sale of his joint tenancy interest to Mdm Koh is voidable under s 73B of the CLPA, as he had done so to defeat, hinder and delay his creditors, and Mdm Koh had had notice of his intent and had colluded with Dr Goh for this purpose.[227] Alternatively, as the funds for the transaction came substantially from Dr Goh and he did not intend to convey beneficial ownership of his interest in 36 Cove Way to Mdm Koh, a resulting trust arises in favour of Dr Goh in respect of his joint tenancy interest.[228] The plaintiff hence seeks the order of the sale of 36 Cove Way at an auction held by Mdm Wang or the Official Assignee, and for the funds from the sale of 36 Cove Way to be held by the Official Assignee in favour of Goh's estate in bankruptcy.[229]

169 The defendants, in turn, submit that there was no intent on Dr Goh's part to defraud his creditors. They dispute Mdm Wang's reliance on the Elves Group Chat Message, which they consider to be inadmissible hearsay evidence.[230] Rather, Dr Goh was confident that he would win Suit 686 at the time of the execution of the sale and purchase agreement for his half-share in 36 Cove Way

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225 PCS at paras 198–205.

226 PCS at paras 206–209.

227 PCS at paras 226–227.

228 PCS at para 228.

229 PCS at paras 228–229.

230 DRS at paras 161–162.

and had no intention to defraud creditors. If he truly was concerned about potential judgment creditors, selling his interest would be counterproductive as monies received from the sale had gone into one of his single bank accounts.[231]

170 The defendants submit that the sale of his interest in 36 Cove Way was due to a breakdown of Dr Goh and Mdm Koh's matrimonial relationship. Dr Goh was in the throes of his gambling addiction by early 2019, and Mdm Koh's refusal to accede to Dr Goh's demands for monies to feed his addiction resulted in heated arguments where Dr Goh threatened to kick Mdm Koh's mother and Mdm Koh out of the house. She hence decided to protect herself by purchasing his interest in 36 Cove Way.[232]

171 The defendants also submit that the price had been based on an independent valuation, which was obtained for stamp duty purposes and because Dr Goh wanted to extract the maximum amount from the sale that he could use as gambling capital.[233] The defendants submit that Mdm Koh had paid valuable and/or good consideration in the form of S$5.25m from her single bank accounts and that none of these monies came from Dr Goh.[234] The defendants also note that the transfers of monies into Mdm Koh's account took place 1.5 to 2.5 years before the completion of the sale, had been withdrawn by 2017 and 2018, and would in any event not be monies owned by Dr Goh.[235]

172 The defendants further submit that it is unnecessary and irrelevant to consider whether the transaction was undervalued as the test under s 73B of the

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231 DCS at para 259–261; DRS at paras 164–165.

232 DCS at paras 264–273; DRS at paras 179–181.

233 DCS at paras 275–276.

234 DCS at paras 278–279; DRS at paras 149–158.

235 DCS at para 282.

CLPA is whether the consideration is valuable or good.[236] The defendants also rely on Mr Ko's expert report to submit that S$5.25m was a fair valuation of Dr Goh's share of 36 Cove Way.[237] Lastly, Mdm Koh had no notice of any alleged intent to defraud creditors, and did not think that Mdm Wang would become Dr Goh's judgment creditor.[238]

173 As for the claim in resulting trust, the defendants submit that as Dr Goh did not contribute the monies paid by Mdm Koh, the claim is a non-starter.[239]

My findings

Preliminary points

On a preliminary note, with respect to whether the evidence of the Elves Group Chat Message is inadmissible hearsay, I find that the Elves Group Chat Message is admissible in this suit as it pertains to chat messages from a group chat to which two of the defendants (Ms Melissa and Dr Jeremy) belong. The messages emanating from them are documentary records of what they have communicated to the group. That being said, while I think it fair to rely on it (and have done so) in considering Ms Melissa and Dr Jeremy's involvement in and knowledge of the circumstances and intra-family communications surrounding the dealings with Seascape and Berth, I recognise that Mdm Koh and Dr Goh were not part of the group chat. It is hence of little weight in my present consideration of Mdm Koh and Dr Goh's intentions in entering the sale of Dr Goh's interest in 36 Cove Way. Also, as the defendants have noted in their

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236 DCS at para 283.

237 DCS at paras 283–291.

238 DCS at para 293; DRS at paras 174–178.

239 DCS at para 294; DRS at para 151.

submissions,[240] the argument that the defendants would not have gotten separate legal representation and a formal valuation if they had nothing to hide is unsustainable. The plaintiff is suggesting that the trappings of a professionally advised and arms-length transaction constitute proof that the transaction was not above-board. The alternative would be for Mdm Koh and Dr Goh to effect the transaction without a formal valuation and legal representation, which could equally be attacked as being suspicious.

174 With respect to whether Dr Goh had paid the monies for Mdm Koh's purchase of his interest in 36 Cove Way, I do not find there to be merit in Mdm Wang's claim that S$2.766m of the monies paid had been routed from Dr Goh through Ms Melissa and Dr Jeremy, as the specific transfers to Mdm Koh's account that the plaintiff seeks to rely on were performed in 2017, two years before the purchase was made.

175 With respect to the relevance of considering if the interest in 36 Cove Way was sold at an undervalue, I take the defendants' point that the test for s 73B of the CLPA to apply is whether the conveyance had been carried out with the intent to defraud creditors. However, if I am to find that the transaction had been undervalued, this would shed light on whether Mdm Koh had provided good or valuable consideration for the property. I will hence consider whether 36 Cove Way had been purchased at an undervalue, together with other relevant pieces of evidence with respect to the sale, below.

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240 DRS at paras 182–183.

Whether the interest in 36 Cove Way was purchased at an undervalue

(1) Valuers' reports

176 The plaintiff's expert valuer, Mr Cheng, valued 36 Cove Way at S$13m in March 2019. The defendants' valuer, Mr Ko, opined that the market value of 36 Cove Way as at 7 March 2019, 12 March 2019 and 8 April 2019 was S$10,500,000.

(2) Parties' submissions

177 In their written submissions, counsel for Mdm Wang appeared more concerned with how the couple had formally engaged a valuer and how the defendants had called Mr Ko instead of the original valuer, United Valuers.[241] As elucidated above, I do not see much merit in the contention that the formal engagement of a valuer would evince an attempt by Mdm Wang to whitewash the transaction. I am similarly unpersuaded by the argument that calling Mr Ko is a strategic play to prevent the original valuer from being questioned on the circumstances.[242] I found this to be a highly speculative line of reasoning, unsubstantiated by any evidence.

178 The defendants submit that Mr Ko's evidence should be preferred as Mr Cheng had chosen assets which were less suitable as comparables to 36 Cove Way and had to make significant and/or unprincipled adjustments to arrive at his valuation of 36 Cove Way.[243]

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241 PCS at paras 190–191, PRS at paras 156–157.

242 PCS at para 191.

243 DCS at paras 284–289.

179 I am of the view that the comparables chosen by Mr Cheng were not entirely suitable. Moreover, where the differences in property features could have been resolved through price adjustments, Mr Cheng had tended to provide an overly high valuation. I am inclined to prefer Mr Ko's valuations – while some of his chosen comparables may not be entirely suitable as well, his valuations were generally better able to hold up under scrutiny. I will go through the various comparables utilised by the two experts.[244]

180 First, Mr Cheng had made upward adjustments for age, condition, design and privacy to the price of his chosen comparable of 70 Ocean Drive, which meant that he considered it an inferior property to 36 Cove Way. He stated that 70 Ocean Drive is next to a bridge such that the architect would be limited in designing the place due to the need to ensure privacy and that the design (a blank wall with openings for ventilation) is inferior compared to the design of 36 Cove Way.[245] I do not see any basis upon which the defendants were able to challenge the basis on which the adjustments had been made for 70 Ocean Drive. In any event, the sale of 70 Ocean Drive had occurred over two months after the 7 March 2019 valuation of 36 Cove Way. Mr Cheng explained that this was because he had been instructed to do a backdated valuation and that he would not have taken 70 Ocean Drive into account if he had been asked to do a valuation from the valuer's point of view as at 7 March 2019.[246]

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244 See Ko Sheng Jie, Jansen's AEIC at TAB 1 p 20; Nicholas Cheng Chee Keen's AEIC at TAB 2 p 18.

245 Transcript of 8 Mar 2022 at p 77 ln 5 to ln 18.

246 Transcript of 8 Mar 2022 at p 35 ln 1 to ln 12.

181 Another comparable utilised by Mr Cheng would be 139 Cove Drive (also known as the "Copper House"). I accept the defendants' argument that the asset was not a suitable comparable to 36 Cove Way. During cross-examination, Mr Cheng acknowledged that due to the unique characteristics of the Copper House, it was not a similar asset to 36 Cove Way.[247]

182 The third comparable chosen by Mr Cheng, 94 Cove Drive, was also not suitable for the purposes of this valuation. Mr Ko was of the opinion that 94 Cove Drive is not a suitable comparable as it is next to a landscaped garden, and has highlighted that this makes a difference "in such a tangible manner that makes it very problematic to use 94 Cove Drive as a comparable" – as this is not just a boundary line where some plants have been placed, but "an entire plot of vacant land with trees".[248] I do not think that Mr Cheng has managed to dispute the validity of Mr Ko's explanation; in any event, even if it is an acceptable comparable, Mr Cheng has failed to adjust the price to account for not just the landscaped garden, but other features. During cross-examination, Mr Cheng accepted that a downward adjustment should have been made for the landscaped garden.[249] Mr Cheng accepted also that he should have made a downward adjustment for the golf course view[250] and privacy[251] for 94 Cove Drive.

183 As for Mr Ko's report, the first of Mr Ko's chosen comparables was 7 Paradise Island. Mr Cheng opined that 7 Paradise Island would not be suitable

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247 Transcript of 8 March 2022 at p 49 ln 13 to ln 25

248 Transcript of 11 October 2022 p 24 ln 1 to ln 6.

249 Transcript of 8 March 2022 p 62 ln 16 to ln 23.

250 Transcript of 8 March 2022 p 65 ln 8 to ln 23.

251 Transcript of 8 March 2022 p 93 ln 19 to p 94 ln 18.

as a comparable as it was a mortgagee sale, and that valuers usually use transacted sales as evidence and "exclude properties that are under mortgagee sale or bank transactions because these are sales deemed under duress and the likelihood of the property fetching the fair market valuation will not be there".[252] Mr Ko's position was that it is a good source of information that should not be disregarded entirely just because it is a distressed sale.[253] However, that it is a good source of information does not necessarily mean that it is a good comparable; Mr Ko has not provided sufficient information on why a property that is the subject of a distressed sale would be a reliable comparable when valuing 36 Cove Way.

184 Another comparable used by Mr Ko was 41 Ocean Drive. Mr Cheng also took the position that the sale of 41 Ocean Drive did not go through.[254] In spite of this, however, Mr Ko was able to provide a reasonable explanation for using 41 Ocean Drive as a comparable. He explained that the fact that someone was prepared to pay money for the option would suggest that they were serious about completing it.[255]

185 It was suggested to Mr Ko that a premium should be applied to unique properties, and that 36 Cove Way is of unique design (having been built by the owner), whereas 41 Ocean Drive is part of a development, Kasara. However, Mr Ko maintained that his valuation of 41 Ocean Drive (where no adjustment was made for design) was reliable.[256] I note the absence of any reasoning as to

252 Transcript of 8 March 2022 at p 42 ln 6 to ln 19.

253 Transcript of 11 October 2022 p 33 ln 15 to ln 18

254 Transcript of 8 March 2022 p 43 ln 12.

255 Transcript of 11 October 2022 p 16 ln 10 to ln 21.

256 Transcript of 11 October 2022 p 11 ln 16 to p 13 ln 5.

why no adjustment should be made for design; however, Mr Ko's rounded adjusted value of 41 Ocean Drive is S$10.2m, almost 3% lower than that of 36 Cove Way.[257] Even if any upward adjustment had to be made to account for the less unique design of 41 Ocean Drive, I do not think it would compromise the accuracy of the present valuation that greatly.

186 I hence found Mr Ko's valuation to be, on balance, preferable to that of Mr Cheng's, such that 36 Cove Way was not sold at an undervalue. Hence, I turn to other factors that would be useful in my consideration of whether Dr Goh had any intention to defraud his creditors.

Whether Dr Goh was concerned about potential creditors

187 I am of the view that Dr Goh was concerned about potential creditors and had acted to sell his share in 36 Cove Way in order to defraud potential creditors. I do not think the evidence supports the defendants' claim that Dr Goh was optimistic about his chances of winning his lawsuits and did not expect to have any creditors. Dr Goh had already lost Suit 1311 and was still dealing with Suit 686. He himself said that, as of early 2019, he was "overwhelmed by so many lawsuits" and "under a lot of stress".[258] Moreover, as I have found above, even before he sold 36 Cove Way to Mdm Koh, Dr Goh had already articulated and manifested an intention to dispose of his assets – see, for example, the Vultures Message, his purchase of Seascape and his transfer of monies to Dr Jeremy's OCBC 582 Account.

188 While the defendants suggest that the buying out of 36 Cove Way was Mdm Koh's attempt to protect herself and her mother-in-law in light of

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257 Ko Sheng Jie, Jansen's AEIC at TAB 1 p 20.

258 Transcript of 8 September 2022 p 103 ln 18 to ln 23.

Dr Goh's gambling addiction and their matrimonial troubles, I note that Dr Goh has not been consistent in his characterisation of their matrimonial difficulties. This is not to say that I disbelieve that Dr Goh had an addiction to gambling or that Mdm Koh and Dr Goh's marriage had been impacted by his addiction. However, as the plaintiff has rightly pointed out, Dr Goh's addiction and his matrimonial problem are not mutually exclusive with the possibility that Dr Goh wished to defraud his creditors. In my view, the totality of the evidence establishes that Dr Goh had intended to dispose of his half-share in 36 Cove Way to put it out of reach of potential creditors.

189 To begin with, Dr Goh denied Mdm Koh's claim that in early 2019, he had demanded money from her under the pretext of needing it for personal business and threatened to divorce her if she did not give him the money.[259]

190 Further, when questioned by counsel for Mdm Wang on his affidavit evidence that he had been "not just verbally but also physically abusive" towards Mdm Koh, Dr Goh gave a confusing account that "physically abusive could be means [*sic*] verbally abusive" and that he "did not batter [his] wife" but he "[showed] his anger".[260] One is left to wonder why Dr Goh would draw a distinction between verbal and physical abuse in his affidavit if he did not believe he had touched her physically at all. This is also in contradiction to Mdm Koh's affidavit where she stated that he had struck her in December 2019 when she refused to give him a cashier's order for MBS.

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259 Transcript of 12 September 2022 at p 136 ln 18 to p 137 ln 10.

260 Transcript of 8 September 2022 p 106 ln 4 to ln 23.

191 Further, when counsel for the defendants raised to him that he had hit Mdm Koh in December 2019 and her glasses had fallen off, Dr Goh abruptly changed tack and said:

> I cannot remember, but, I mean, if --if she says so, then it has to be so, because I really cannot remember all the stupid action I did, your Honour.
>
> …
>
> I mean, she's right, I mean, if she said so. I mean, I'm the idiot.[261]

192 This, however, begs the question of why, if their marriage had never been characterised by physical violence (as Dr Goh claimed) until December 2019, Dr Goh could fail to remember the only time he had ever struck Mdm Koh:

> COURT: But if what she says is right, that would be the first time in your life that you've hit her?
>
> A. Yes. If she's right, that would be the first time and --
>
> COURT: Then the question that may be asked of you is: how can you forget?
>
> A. I was mad. I was already crazy about the casino losses and I wanted capital again. I've already finished all the money that I had, so --
>
> COURT: So you have no recollection of hitting her on that occasion?
>
> A. Yeah, could be a -- what do you call that -- some memory -- it's a suppressed memory.
>
> COURT: All right.
>
> A. I don't know. It could be a medical problem.[262]

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261 Transcript of 12 September 2022 at p 146 ln 1 to ln 8.

262 Transcript of 12 September 2022 at p 147 ln 11 to ln 25.

193 I find Dr Goh's claim that it could be a suppressed memory or a medical problem to be unreliable evidence at best or a convenient excuse at worst. Based on the entirety of the evidence, I find that, regardless of his own gambling addiction and matrimonial problems, the sale of 36 Cove Way had been entered into by him with the intention of evading creditors.

Whether Mdm Koh had notice of Dr Goh's fraudulent intention

194 It is undisputed that Mdm Koh knew the lawsuits were ongoing and that Dr Goh was under a lot of stress from these lawsuits. She, however, stated that he had never mentioned to her that he wished to move his assets.[263] To the contrary, the evidence suggests that Mdm Koh knew all along that her husband was seeking to dissipate his assets through various means, and she has not been honest in her evidence in this regard.

195 For example, with respect to the mortgage of Berth, she said she only found out about the mortgage in 2020 after Dr Goh told his family about his bankruptcy. When asked why this incident was not stated on affidavit, she explained that she did not wish to wash dirty linen.[264] She was then shown her examination in Dr Goh's bankruptcy proceedings[265] where she had given evidence under oath about the mortgage of Berth back in January 2018, which she had discovered when she received letters addressed to Ms Melissa. Mdm Koh was unable to reconcile her inconsistent evidence and gave the ambiguous response that "for Melissa it was probably after – maybe before or after bankruptcy".[266]

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263 Transcript of 16 September 2022 at p 128 ln 13 to p 129 ln 1.

264 Transcript of 29 September 2022 p 56 ln 6 to ln 11.

265 Agreed Bundle of Documents (Volume 12) ("12AB") p 6994.

266 Transcript of 29 September 2022 p 59 ln 19 to p 62 ln 18.

196 With respect to the mortgage of Seascape, her claim that she had only learnt of it after Dr Goh declared bankruptcy was also contradicted by her evidence in the bankruptcy proceedings,[267] during which she clearly said she found out about the mortgage from Dr Goh or Dr Jeremy at the time. When confronted with her evidence in the bankruptcy proceedings, Mdm Koh was evasive in her responses, insisting that her answers were given in November 2021 – but this was irrelevant to the fact that she appeared to have known about the Seascape mortgage before 2020.[268]

197 Mdm Koh's knowledge of Dr Goh's intent to divert his assets to his family is also evinced through the sale of Dr Goh's cars. Dr Goh claimed that he had sold two of his cars in November 2019 before he had gone bankrupt, to raise money for gambling.[269] During the same period, Mdm Koh bought two cars, which, like Dr Goh's cars previously, were open to usage by members of the family, including Dr Goh.[270] Dr Goh's evidence was that no questions were raised by Mdm Koh about his sale of the cars and that she simply went ahead to buy two cars in the same time frame. Additionally, it would be quite obvious that he had sold two cars and she required two more cars for family usage, so Mdm Koh did not give any reason for her purchase.[271]

198 Mdm Koh's explanation was that Dr Goh's cars were "petrol-guzzlers" and were reaching five years old, at which point they would normally change cars. However, she was asked why she could not directly use the sales proceeds

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267 12AB p 7006.

268 Transcript of 29 September 2022 p 62 ln 7 to p 67 ln 6.

269 Transcript of 8 September 2022 at p 80 ln 15 to p 81 ln 4.

270 Transcript of 8 September 2022 at p 81 ln 21 to p 82 ln 9.

271 Transcript of 8 September 2022 p 86 ln 25 to p 88 ln 14.

of Dr Goh's two cars to buy the two new cars. To this, Mdm Koh said that it was because she was paying for the new cars and Dr Goh did not wish to.[272]

199 If Dr Goh's account is to be relied on, it makes no sense why Mdm Koh would have replaced his cars without seeking any clarification as to why he had sold them. If Mdm Koh's account is to be relied on, it makes no sense why Dr Goh would sell his cars, and she buys new cars separately.

200 Taking the evidence in its totality – that Mdm Koh had knowledge of Dr Goh's legal pressures, that Mdm Koh knew of the Berth and Seascape transactions which occurred years before the sale of 36 Cove Way (and is attempting to conceal that knowledge from this Court), and also given her suspicious conduct with regard to the family cars soon after the sale of 36 Cove Way, I find it more likely than not that Mdm Koh had notice of Dr Goh's intention to defraud his creditors through the sale of his share in 36 Cove Way.

Issue 4: The yacht companies' transactions

Parties' Submissions

201 Counsel for Mdm Wang submits that the evidence showed that Dr Goh advanced loans to the yacht companies, and the novation of the loans in September 2017 was intended to divest his assets. The net effect of the novation was that Mdm Koh received more monies from the yacht companies than she had lent to them.[273] The plaintiff submits that Dr Goh was the driving force of the yacht companies and had been reflected as the lender in documentary

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272 Transcript of 5 October 2022 p 128 ln 3 to ln 16.

273 PCS at paras 163, 173–174.

evidence.[274] Further, neither Dr Goh nor Mdm Koh could explain why a novation agreement was required to achieve their alleged purpose of correcting their internal accounts.[275]

202 Mdm Wang hence submits that the novation of the loans is voidable under s 73B of the CLPA, as Mdm Koh had paid no consideration for them, and the novation was not executed in good faith. She seeks for Mdm Koh to pay the sums of S$424,000 and S$2,815,000, which were paid to Mdm Koh by SYC and YMPH, respectively, into Dr Goh's bankruptcy estate for the benefit of the creditors.[276]

203 On the other hand, the defendants submit that Dr Goh wanted Mdm Koh to take over the management of the yacht companies and his shareholding in SYC as he was focused on various lawsuits. Moreover, Mdm Koh was the true lender of the monies, as all monies advanced to or on behalf of the yacht companies came from her joint bank accounts and single bank accounts. They submit that the yacht companies' accounts had wrongly recorded the SYC's loans as being from "Dr/Mrs Goh", and YM loans as being from Dr Goh.[277] Dr Goh and Mdm Koh hence entered into the novation as they, being laypersons, thought that it was the simplest and cheapest way to transfer responsibilities, rights and liabilities in the yacht companies to Mdm Koh.[278]

204 Further, the defendants submit that Dr Goh's victories and amicable resolutions in various suits in 2017 also meant that Dr Goh did not expect

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274 PCS at paras 164–169.

275 PCS at para 170.

276 PCS at paras 176, 233– 234.

277 DCS at paras 252–254.

278 DCS at para 254; DRS at para 201.

himself to have any creditors as at September 2017 and that there is no positive material to show Dr Goh's actual intention to defraud creditors.[279] Mdm Wang has also not fulfilled her burden of showing what was Mdm Koh's state of mind at the time of novation, and establishing that Mdm Koh had notice of any intention to defraud creditors when entering into the novation agreements.[280]

My findings

205 I am unconvinced by the defendants' claim that the novation had been done to correct misstatements in the yacht companies' internal records. Since much of the two loans were given from the OCBC 501 Account, and having found that the OCBC 501 Account is jointly owned by Dr Goh and Mdm Koh, it cannot be that this was a loan solely or mostly extended by Mdm Koh.

206 When on the stand, Dr Goh was asked why he only gave the reason that he had entered the novation agreement so that he could focus on the lawsuits during his bankruptcy proceedings but omitted to say that he was seeking to correct their internal records. Dr Goh simply answered that he "could be incomplete".[281] Neither was Mdm Koh able to explain why the loan ledger entries in the yacht companies' internal accounts (which she sought to rely on) did not tally with the financial statements for 2015, 2016 and 2017, which she had signed.[282]

207 Essentially, we are faced with a situation where all other evidence flies in the face of Mdm Koh and Dr Goh's suggestion that Mdm Koh is the true

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279 DCS at paras 255–256; DRS at para 194.

280 DRS at para 203.

281 Transcript of 8 September 2022 at p 90 ln 24 to p 91 ln 5.

282 Transcript of 29 September 2022 p 176 ln 24 to p 177 ln 8.

lender of the loans to the yacht companies. It is not enough for Mdm Koh and Dr Goh to assert blandly that the accounts belied the truth; in the absence of supporting evidence, I find that the loans were more likely than not extended by Dr Goh.

208 Further, it appears to me that this novation was made with the intent of defrauding Dr Goh's creditors. It is inconsequential whether the suits were going well as of 2017. As early as 2016, Dr Goh had begun (as I have found above) the process of dissipating his assets. Given the untenability of Dr Goh's claim that he was trying to correct the yacht companies' accounts, it is more likely than not that his novation of the loans was done with the aim of defrauding creditors.

209 Furthermore, Mdm Koh had only provided S$1 in exchange for the novation of the loans. Also, as mentioned above, since she had well been aware of Dr Goh's intention to defraud creditors prior to the novation and given the flimsiness of the claim that she is the true lender, I am of the view that she had notice of Dr Goh's intent to defraud his creditors.

210 Similarly, even though Dr Goh and Mdm Koh claimed that he had transferred his shares in SYC to her as he was burdened by his ongoing lawsuits, there is no evidence to support this claim. During trial, Dr Goh began by calling SYC a mere "hobby business", but went on to say just a few minutes afterwards that because the company had been managed by Mdm Koh, he was "not involved" or "even aware" of the loans made to SYC.[283] On the face of his evidence, neither characterisation of SYC suggests that he would need to transfer his shares so as to focus on his lawsuits. This business was either not a

[283] Transcript of 13 September 2022 p 49 ln 9 to ln 14.

core business for Dr Goh that would distract him from his legal concerns, or not even a business which he had a hand in managing, despite being a significant shareholder.

211 Also, as highlighted during Dr Goh's examination, Dr Goh's two reasons for the novation of loans and transfer of shares (*ie*, to correct the accounts and because he wanted to focus on his lawsuits) do not cohere with each other. If all he had wanted was to have Mdm Koh be responsible for running SYC so that he could focus on his lawsuits, then it would be sufficient for him to transfer the shares to her and not also to novate the loans. If the issue was that the accounts were wrong, he did not have to give up responsibility for running SYC for them to be amended.[284] If both reasons were separate ones that co-existed alongside each other, then that begets the question of why the reason that the accounts had to be corrected was brought up so late as to almost seem like an afterthought.

212 Given Dr Goh's conduct of systematically dissipating his assets to his family members, and against the backdrop of their inconsistent and unconvincing evidence regarding the novation of the loans to the yacht companies to Mdm Koh, I find that the transfer of shares was for the purpose of defrauding Dr Goh's creditors. The novation of the yacht companies' loans is hence caught by s 73B of the CLPA.

Summary of findings

213 For the foregoing reasons, I find that the following transactions are voidable under s 73B of the CLPA:

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[284] Transcript of 8 September 2022 at p 93 ln 22 to p 95 ln 8.

(a) the conveyance of the OCBC 582 Monies to Dr Jeremy;

(b) the purchase of Seascape in Dr Jeremy's name;

(c) the sale of Dr Goh's half-share in 36 Cove Way to Mdm Koh; and

(d) Dr Goh's novation of loans to the yacht companies to Mdm Koh.

214 I also find that the beneficial interest of Berth lies with Dr Goh and Mdm Koh by operation of the presumption of resulting trust.

215 The conveyance of S$1,873,320.63 of the OCBC 582 Monies as well as the purchases of Seascape and Berth were done with monies from the OCBC 501 Account, which I have found to be jointly owned by Mdm Koh and Dr Goh.

Reliefs granted

216 I hence make the following orders.

36 Cove Way

217 For 36 Cove Way, I grant a declaration that the transfer of Dr Goh's joint interest in 36 Cove Way to Mdm Koh on 12 April 2019 is void and of no effect, pursuant to s 73B of the CLPA, such that Dr Goh remains the joint interest owner of 36 Cove Way. Dr Goh is therefore liable to refund to Mdm Koh the sum of S$5.25m paid by Mdm Koh to him.

OCBC 582 Monies

218 For the monies in the OCBC 582 Account, I grant a declaration that the transfer of monies of S$1,873,320.63 into that OCBC account (which is in Dr Jeremy's name) is void and of no effect pursuant to s 73B of the CLPA, and make an order that Dr Jeremy, within seven days from the date of this judgment, pay over monies in the OCBC 582 Account to the Official Assignee.

219 I also grant a declaration that if any of the monies in the OCBC 582 Account had been used to purchase any asset or is transferred to any other bank accounts, that these assets and/or monies in the relevant bank accounts are to be transferred to the Official Assignee.

Berth and Seascape

(1) Whether property purchases from a joint account are exigible

220 Counsel for the defendants rely on *Timing Ltd v Tay Toh Hin and another* [2021] 4 SLR 1040 ("*Timing 2021*") and *Timing Ltd v Tay Toh Hin and another* [2020] 5 SLR 974 ("*Timing 2020*") to suggest that monies in the OCBC 501 Account would have been exigible only if the monies belong solely to the debtor.[285] As such, the defendants' position is that insofar as Mdm Koh has a joint interest in the OCBC 501 Account, this poses a hindrance to Mdm Wang's claim against Berth and Seascape. To this, counsel for Mdm Wang says that this proposition is only limited to garnishee proceedings.[286]

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285 DCS at para 158.

286 PRS at para 72.

221 With respect to counsel, I do not think that the defendants' submission was the proposition being forwarded in the two cited authorities. Those authorities were concerned with the narrower issue of whether the court should allow joint bank accounts to be garnished. In any event, the position in Singapore law on garnishing joint accounts has not yet been settled. On one hand, these two cases take the position that joint accounts may be garnished if there is strong *prima facie* evidence that the money therein belongs to the judgment debtor, with Aedit Abdullah J commenting in *Timing 2020* (at [24]) that:

> … To hold otherwise would permit debtors to insulate their assets by holding them in joint accounts, and would result in an arbitrary position where the recoverability of a judgment debt depended in large part on the manner in which the debtor had decided to organise his personal finances. Such a position would unduly undermine the position of judgment creditors, and would permit judgment debtors to, fortuitously or otherwise, frustrate the rulings of a court.

222 However, in *One Investment and Consultancy Ltd and another v Cham Poh Meng (DBS Bank Ltd,* garnishee) [2016] 5 SLR 923 ("*One Investment*"), Kannan Ramesh JC (as he then was) took the opposing position that joint accounts cannot be garnished as "a bank has no visibility as to the respective contributions of the joint account holders" and is ill-suited to conduct a determination of parties' respective contributions. The garnishing of joint accounts may also cause banks to incur operational and legal costs in notifying joint account owners and responding to their complaints, whereas the garnishee process is supposed to be fairly uncomplicated (at [16] and [19]).

223 I make two observations on counsel's application of these two cases. The first is to reiterate that the state of law on garnishing orders with respect to joint accounts is simply not relevant to the present case. This can be seen from how the court in *One Investment* has centred much of its reasoning around the

nature and purpose of the garnishing process, such as the implications that garnishing of joint accounts would hold for banks.

224 The second is that even in *Timing 2020*, the question of whether the account should be garnished is still ultimately premised on the question of whether the monies in the joint account belong to the judgment debtor. Similarly, *Timing 2021* concerns a garnishing application by the appellant with respect to two of the respondent's accounts with Standard Chartered Bank, which were in joint name with the respondent's wife (*Timing 2021* at [1]). The court held that the evidence did not suffice to establish on a balance of probabilities that all the monies in the joint accounts belonged beneficially to the respondent: at [31]).

225 Turning back to our present case, the evidence does not show that Mdm Koh had no beneficial interest in the monies in the joint account in the first place. She may not have stopped Dr Goh from using the monies in the OCBC 582 Account, but nothing suggests that she too could not access the monies. She, too, had contributed monies to the account. Moreover, as established earlier, she was also involved in the purchase of Berth and Seascape using the monies. I hence do not think the finding that the OCBC 582 Monies are jointly owned by Dr Goh and Mdm Koh places any obstacles to the reliefs sought by Mdm Wang.

(2) Severance of joint beneficial interest in Berth and Seascape

226 Counsel for Mdm Wang submits that as Berth and Seascape were bought with monies jointly owned by Dr Goh and Mdm Koh, and given that Mdm Wang is seeking an order for the sale of these two properties, the Court should sever the joint tenancy in the properties and apportion 80% to Dr Goh

and 20% to Mdm Koh.[287] The basis on which counsel for Mdm Wang submits for an 80-20 apportionment is because Dr Goh contributed more of the monies in the OCBC 501 Account.

227 However, it appears that Dr Goh and Mdm Koh had approached the monies in the OCBC 501 Account as a common pool between them regardless of their respective contributions. I am therefore of the view that an even split of 50% of the interest in the properties to Dr Goh and Mdm Koh would be more appropriate.

(3) Reliefs granted

228 For Berth, I grant a declaration that Ms Melissa holds Berth on trust for both Dr Goh and Mdm Koh. I also order that Ms Melissa sell Berth within three months and account for and pay 50% of the monies from this sale to the Official Assignee.

229 For Seascape, I grant a declaration that the purchase of or transfer of monies for the purchase of Seascape in Dr Jeremy's name is void and of no effect pursuant to s 73B of the CLPA. I also order that Dr Jeremy sell Seascape within three months and account for and pay 50% of the monies from this sale to the Official Assignee.

Yacht loans and shares in the yacht companies

230 I grant the declaration that Dr Goh's novation of the loans to SYC and YMC and disposal of the SYC shares are void and of no effect pursuant to s 73B of the CLPA.

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287 PRS at paras 73–74.

Conclusion

231 For the foregoing reasons, I hence find that the transfer of monies from the OCBC 501 Account into the OCBC 582 Account, the purchase of Seascape in Dr Jeremy's name, the sale of Dr Goh's half-share in 36 Cove Way and the novation of loans to the yacht companies and transfer of SYC shares to Mdm Koh, are all conveyances which were carried out with an intent to defraud Dr Goh's creditors and are voidable *per* s 73B of the CLPA. Additionally, the presumption of resulting trust arises with respect to Berth in Dr Goh and Mdm Koh's favour.

232 Parties have liberty to apply for any orders that are necessitated by the declarations and orders I have made. I will thereafter hear parties on costs.

Lee Seiu Kin
Judge of the High Court

Jimmy Yim SC, Kevin Lee, Grace Morgan, Chloe Shobhana Ajit, Nikhil Angappan and Samuel Wittberger (Drew & Napier LLC) for the plaintiff;
Koh Swee Yen SC, Suegene Ang, Dana Chang and Samuel Teo (WongPartnership LLP) for the defendants.