



[2018] UKFTT 0056 (PC)

REF/2016/0768

PROPERTY CHAMBER LAND REGISTRATION
FIRST-TIER TRIBUNAL
IN THE MATTER OF A REFERENCE
UNDER THE LAND REGISTRATION ACT 2002

BETWEEN

NAVTEJ SINGH

APPLICANT

and

DEAN YOUNGSON

RESPONDENT

Property Address: 124 Tollhouse Road, Rednal, B45 8TX

Title Number: WM795739

Before: Judge Owen Rhys

Sitting at: 10 Alfred Place, London WC1E 7LR

On: 1st November 2017

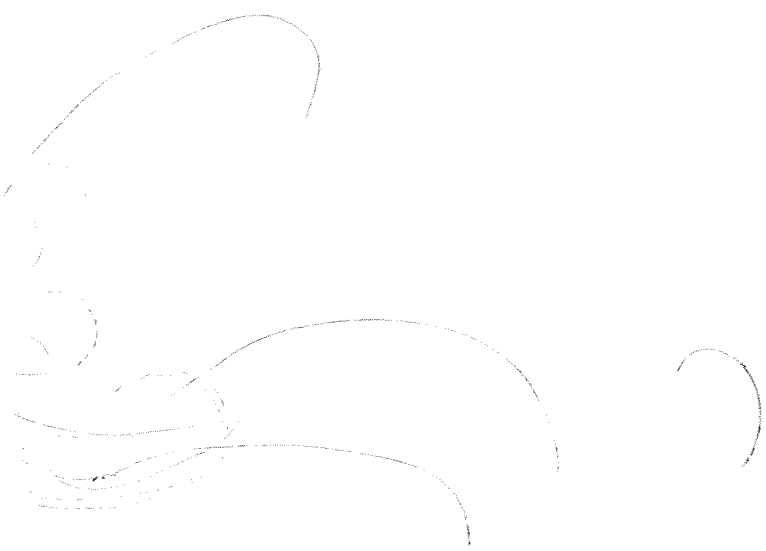
ORDER

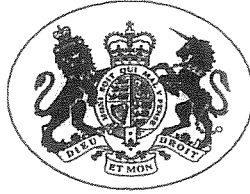
IT IS ORDERED that the Chief Land Registrar shall cancel the Applicant's application in Form RX1 dated 27th May 2016 to enter a restriction.

Dated this 14th day of December 2017

Owen Rhys

BY ORDER OF THE TRIBUNAL





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Before: Judge Owen Rhys

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On: 1st November 2017

Applicant representation: Ms Anna Watterson of Counsel

Respondent representation: In person

DECISION

1. The Respondent ("Dean") is the registered proprietor of the property known as 124 Tollhouse Road, Rednal, Birmingham under title number WM795739 ("the Property"). He was first registered on 25th March 2014, the Property having been transferred into his name in 2012 by his mother, Lynn Youngson ("Lynn"). The Applicant ("Navtej")

is Dean's biological father. On 27th May 2016 he applied to Land Registry to enter a restriction against the title to the Property ("the Application"), on the grounds that he had acquired a beneficial interest in it, and Dean lodged an objection in June 2016. The dispute could not be resolved by agreement, and was referred to this Tribunal on 16th September 2016. This is not the first time that Navtej has applied to register a restriction against the title to the Property (and indeed to another property owned by Lynn, namely 85 Tollhouse Road). He did so in May and August 2012 respectively, and again both disputes were referred to the Tribunal. However, the references were cancelled after he had informed the Tribunal that the dispute was settled. Unfortunately, the Tribunal was never informed as to the terms of the alleged settlement, as to which there is now a dispute. In the event, no order was made under Rule 40 of the Tribunal's Procedure Rules barring a further application for a restriction. Navtej made a witness statement, upon which he was cross-examined. Dean and Lynn also gave evidence, and were cross-examined by Ms Watterson of Counsel, who appeared for Navtej. Dean represented himself. I am using the parties' first names for convenience, but not from any lack of respect.

2. The rough chronology of the relationship between Lynn and Navtej and their children is broadly agreed, although there is acute disagreement in a number of important respects. In particular, Dean and Lynn allege that they never lived together with Navtej in a family unit, that he came and went as he pleased, and failed to contribute financially to their household. They allege that he was an absentee father to both Dean and his sister Sophie, spending most of his time away from them, and living with other women at his parents' house. They make a number of allegations about his conduct, which they describe as extremely controlling and on occasions violent. The impression they give is that Navtej took no interest in them and took no financial responsibility either, essentially returning home to see Lynn for a few nights at a time but living his life apart from her. Although it is not necessary to make findings as to the precise details of the relationship and the parties' conduct, I will need to reach a general conclusion on these points. In considering whether Navtej made a contribution to the purchase price of the Property, it is obviously germane to analyse the nature of the relationship, and whether they were a family unit for which he took financial and other responsibility.

3. Lynn and Navtej had commenced a relationship in 1980, when Lynn was 15. Dean was born in 1984. At that time Lynn was living with her parents at 110 Tollhouse Road, and she continued to do so even after Dean was born. Lynn says that they did not have a normal family relationship. Navtej would visit them once or twice per week but continued living at his parents' home at 71 Winson Street. In or about 1986 61 Tollhouse Road came on the market, and Navtej bought it. Lynn and Dean moved in, but according to Lynn Navtej did not stay there more than two or three nights in a row, and sometimes did not visit for weeks on end. Navtej denies this, but accepts that he did spend a great deal of time travelling in connection with his retail fashion business, which necessitated travelling to markets around the country. Lynn contends that Navtej gave her minimal financial support at this time.
4. The relationship deteriorated. Lynn alleges that Navtej was living with another woman at his parents' house, and she eventually left 61 Tollhouse Road after an incident in which she alleges that Navtej struck her. She returned to live with her parents. This occurred in 1987. It is agreed on both sides that the relationship broke down but the reasons are disputed by Navtej.
5. In early 1988 Lynn took a secure tenancy of the Property, which was in the Council's ownership as part of their rented housing stock. According to her it was in very poor condition. She lived there with Dean, and began a new relationship. After a few years, however, the relationship with Navtej was re-kindled, and in 1994 their second child, Sophie, was born. However, both Dean and Lynn insist that Navtej never lived at the Property, on a full or even part-time basis. He would stay the occasional night, but had no other connection with the Property and never gave her any financial support. Navtej denies this.
6. In around 1999, Lynn began to work in the business known as "Sophie's Corner". In fact, she was the sole shareholder and sole director of the company that operated the shop, The Fleece Company Birmingham Limited, but she says that she was unaware of this and simply worked there as the shop manager. Navtej disputes this. At around the same time, Lynn's mother gave her a sum of around £18,000, derived from a lucky

Bingo win. In April 2002 Lynn bought 85 Tollhouse Road, using some of the monies gifted to her by her mother and the balance on mortgage.

7. The Property was acquired in the following circumstances. In around early 2002 Lynn became aware of the possibility of buying the Property under the Right to Buy legislation. Navtej says that he suggested this to her but Lynn says that it was a neighbour who initially suggested this to her. After negotiation, a purchase price of £13,680 was agreed with Birmingham City Council, which of course reflected a substantial tenant's discount. However, it was not possible to obtain a further mortgage or other form of loan, since she had just bought 85 Tollhouse Road and already had a mortgage outstanding.
8. The dispute that lies at the heart of this case relates to the method of payment for the Property. Navtej's case is that he paid for the Property in cash, in two stages, in the form of payments of £8831.63 and £5000. He says the funds were derived from three sources. £5000 from shop sales he had made in the run up to Christmas; £3600 borrowed from his family; and £5000 borrowed from his friend Mr Chauhan. Lynn says that she paid £3000 of the purchase price for the Property from her own resources, and the remainder by using Navtej's brother's credit card. This came about because she was unable to raise the balance of the price on mortgage, and Navtej said that his family could help. It was his brother who offered to pay the balance of the purchase price as a loan to Lynn. She says that she repaid the loan in full by the end of 2003. In order to repay the debt, she says that she agreed to reduce her wages at the shop to £200 per week.
9. Eventually, she and Navtej fell out again in around 2005 and she ceased to work at "Sophie's Corner" – she says she was sacked.
10. Dean is the registered proprietor of the Property, and the objector to Navtej's application. However, he acquired the Property by way of gift, and accordingly he would take subject to any prior equitable interest existing at the date of registration of the transfer to him, in March 2014. This is the effect of section 29 of the Land

Registration Act 2002. Navtej's case is that his interest in the Property arose at the date of purchase by Lynn, and will therefore have bound Dean when he became registered.

11. The law as to the acquisition of a beneficial interest in property, where the title is vested in another, is not controversial. Ms Watterson has summarised the law at paragraphs 6 to 11 of her Skeleton Argument, and I think Dean was content to accept the summary as accurate, as am I. Of course, where a title is registered in one name only, the burden of proof falls on the party who seeks to establish that the beneficial ownership differs from the legal ownership. In other words, in this case Lynn, as the sole registered proprietor, is presumed to have also been the sole beneficial owner. The onus is on Navtej to demonstrate that the beneficial ownership was not reflected in the legal ownership. That is not, I think, in the slightest bit controversial.

12. Ms Watterson identifies the key issue in this case: as she puts it at paragraph 12 of her Skeleton Argument – *“At the heart of this case dispute are two sharply conflicting accounts of the raising of the purchase money for 124 Tollhouse Road.”* Navtej alleges, quite simply, that he provided the entire purchase price of the Property. The purchase of the Property took place more than 14 years ago. One cannot perhaps expect the parties to have a detailed and accurate recollection of the precise mechanics of the purchase and payment of the purchase price. However, it is for the Applicant to satisfy me that he has a beneficial interest – not for the Respondent to satisfy me that he does not. His alleged beneficial interest is founded fairly and squarely on his claim that he paid for the Property in its entirety. He claims a 50% beneficial interest in the Property, since it was a purchase under the Right to Buy legislation, and therefore the purchase price was reduced substantially by virtue of the Lynn's discount. He appears to accept that his share has been reduced accordingly.

13. In her Skeleton Argument Ms Watterson states that *“The Applicant in his witness statement... gives a detailed and coherent account”* of the various stages of the purchase and his payments. The witness statement is dated 20th March 2017. However, his case was initially set out in the Statement of Case dated 25th October 2016. This is what he said: *“I FOUND THAT AS THE VALUE OF THE PROPERTY WAS BELOW MORTGAGE LENDING CRITERIA PURCHASE OF PROPERTY WAS NOT POSSIBLE BY*

FORM OF MORTGAGE FUNDING LEAVING THE ONLY WAY OF PURCHASING BEING BY A OUTRIGHT CASH PURCHASE. AS THE OPPORTUNITY WAS TOO GOOD TO LET GO BY I ARRANGED TO CARRY ON WITH PURCHASE. THE TOTAL COST SECURING PURCHASE WAS 14,331.63. THE WHOLE AMOUNT WAS PAID SOLELY MYSELF ALONG WITH A FURTHER AMOUNT TO BIRMINGHAM CITY COUNCIL TO COVER RENT ARREARS OF 1060.00.....” He goes on to say that he “*decided to allow*” Lynn to retain the rent from the Property, in which she was no longer living, since she had moved into 85 Toll House Road. He adds: “*IN THE MEANTIME I WAS SLOWLY REPAYING THE MONIES I HAD BORROWED TO PURCHASE THE PROPERTY 124 TOLLHOUSE ROAD PERSONALLY.*” It will be noted that the pleaded case is very short on detail. No documents were attached. It does appear, however, that the sum paid “*solely by myself*” was in fact borrowed from a third party, although the lender is not identified.

14. On 1st February 2017 the Tribunal gave directions, including an order for disclosure. One of the documents disclosed by Dean was an “account ledger” obtained from Silks Solicitors, who acted for Lynn in her purchase of the Property in 2003. This related to “*Miss Lynn-Julie Youngson Council house purchase of 124 Tollhouse*” and itemised all the debit and credit entries in relation thereto. The first entry was a sum of £500 in respect of fees. There are two credits shown for 29th January 2003 – the sum of £8831.63 (by Bank giro credit) and £5000 (by telegraphic transfer). The purchase price of £13,680 was paid by draft on 31st January 2003. On 20th March 2017 Navtej made his witness statement. The contrast between the Statement of Case and the witness statement is considerable. Now, as Ms Watterson says in the Skeleton Argument, he provides a “*detailed and coherent account*” of the alleged payments. He itemises these as follows: (a) £500 upfront for fees, from his brother Jagtar Singh; (b) £5000 generated by shop sales; (c) £3600 borrowed from his brother and mother; (d) £5000 from a friend Garujit Chauhan. Ms Watterson states (paragraph 14 of the Skeleton) that this account is “*partially corroborated*” by the solicitors’ account ledger, and an email from Mr Chauhan dated 18th March 2017.

15. Ms Watterson in her Skeleton Argument contrasts this “*partially corroborated*” account with that of Lynn which, she says, has been inconsistent and indeed conflicting over the years. She sets out her analysis of the alleged inconsistencies in paragraphs 16 to 23 of her Skeleton Argument. It is quite true that the details of her explanation of the nature of the purchase does vary from account to account. However, the essential

element in the explanation never changes. She has always said that Navtej's brother Jagtar Singh provided the purchase price by means of his credit card, and she has never wavered from that claim. Interestingly, Navtej himself now contends that his brother did use his credit card to provide the initial payment to the solicitors, and the payment of the rent arrears to Birmingham City Council in order to enable completion to take place.

16. It will be apparent from the above that there is a fundamental conflict of evidence between the parties. Inevitably, I will have to prefer the evidence of one witness to the other. Before considering the evidence and the demeanour of the witnesses, it is worth making the following points. First, surprisingly after so many years, the documents from the conveyancing file relating the purchase of the Property are available. A firm called Silks carried out the conveyancing. According to Navtej, these were solicitors that he and other members of his family had previously used. It is his case that he instructed Silks, and was the intermediary, even going to their offices with his brother Jagdar to pay an initial sum of £500 by way of fees. However, if the documents in the file are looked at, it is evidence that there is not one single mention of Navtej by the solicitors. There is no reference to any meeting or discussion with him or indeed to him at all. By contrast, there are at least two references in the correspondence to telephone conversations with Lynn, there is reference to monies received from her, and acknowledgment of the receipt of at least one letter from her. There is not any single indication, however oblique, to Navtej being involved in any way with the purchase of the Property. While of course Lynn was the solicitors' client, nevertheless if, as Navtej contends, he managed the entire purchase process on her behalf, one would have expected there to be at least some mention of him in the paperwork.

17. Secondly, Navtej has not been able to produce one single piece of documentation to support his claim to have paid the purchase price, apart from a very brief email (dated 18th March 2017) from Mr Chauhan, who allegedly loaned him the sum of £5000. There is no statement of truth attached – it is not and cannot be considered a witness statement. He has not even produced a statement from his brother, who is said to have paid various sums towards the purchase and lent him some money. I appreciate that banks destroy their records after a certain period of time, and it is now nearly 15 years since the transaction in question. However, the fact remains that it is for Navtej to prove his

case, and there is no contemporaneous document of any description, or cheque stub, credit card receipt, bank statement or anything whatsoever upon which he can rely.

18. Accordingly, his entire case must necessarily rest on his own oral evidence. Ms Watterson describes his witness statement as giving a “*detailed and coherent*” account of the purchase process and the funding of it, and the solicitors’ account ledger as providing “*partial corroboration*” of his evidence. This submission would have been more compelling if his witness statement had pre-dated Dean’s disclosure of the solicitors’ account ledger. It is this document which identifies the two credits from Lynn which funded the purchase, and in his evidence Navtej seeks to explain the breakdown and timing of the payments. However, this “*detailed and coherent*” account, created in the knowledge of the account ledger, must be contrasted with the evidence contained in his Statement of Case, prepared before the account ledger had come to light. Here he states that he alone paid the purchase price, there is no mention of the source of the funds, and he does not mention Mr Chauhan or his brother as lenders. Nor does he refer to the fact that he paid the purchase price to the solicitors in two instalments.
19. That is the background to his evidence, given in the form of the Statement of Case and witness statement, upon which he was cross-examined by Dean. There is a great deal of ill-feeling between these two. It seems that there was the possibility of a rapprochement within the last few years, but it came to nothing. Dean characterises his father as a parent who took no interest in his children and allowed their mother to struggle financially. He accuses him of being controlling and abusive, deliberately buying 87 Tollhouse Road in order to live next door to his mother and keep her in a state of fear and apprehension. He produced some recent photographs of Lynn’s home at 85 Tollhouse Road, with Navtej’s derelict caravan parked right in front of her house and his large van parked in the front drive. There are photographs of the communal entrance hall full of large boxes belonging to Navtej, clearly creating an obstruction. The Statement of Case, and Lynn’s witness statement, contains a catalogue of examples of this type of behaviour. Inevitably, cross-examination of Navtej by Dean was a difficult process, no doubt for both of them. Navtej denied the allegations made by Dean, and maintained that he had paid for the Property as he had stated in his witness

statement. However, it was interesting to observe Navtej's demeanour during the cross-examination. Dean was generally calm and courteous in his questioning. By contrast, Navtej was rude, aggressive and hostile, on many occasions raising his voice and treating Dean with what can only be described as bullying contempt. A tribunal must be very cautious before allowing a witness's demeanour to affect its assessment of the evidence to any great extent, although of course it will always play some part. However, Navtej's behaviour during the cross-examination was so demonstrative of the very characteristics that he was attempting to rebut that I think I am entitled to take this into account in assessing the evidence. In relation to the Property itself, he also gave some revealing answers. He was asked why he had made applications for restrictions in respect of both 85 Tollhouse Road and the Property in 2012. He said that he had got wind that Lynn was planning to give one of these houses to Dean (as subsequently she in fact gave the Property) and he was anxious to protect her. He was adamant that these were her houses, they belonged to Lynn, and she should not be giving them away to Dean, who was financially unreliable and had been made bankrupt when a young man. He said that he was looking out for Lynn. In other answers, he had described both properties as "her house" – meaning Lynn's house. When he was asked how he could square these answers – that the houses belonged to Lynn – with the claim that they were jointly owned (which was the basis of his 2012 applications for restrictions against their titles and the present application), he provided an elaborate and hitherto unmentioned explanation. This was to the effect that in Punjabi culture assets purchased by one member of the family were treated as family assets. Leaving aside the fact that he was never married to Lynn, this seems to be the underlying rationale for his claims. This has never of course been formally alleged, but indicates a certain mindset, in my judgment, which might explain the motivation for this claim.

20. Set against the evidence of Navtej, I heard from Dean and his mother Lynn. Dean himself was probably too young to have had any useful knowledge of the exact arrangements for the purchase in 2003 and any understanding that there might have been as to its beneficial ownership. His evidence was primarily directed to the nature of the relationship between Navtej, Lynn and their children, the non-existence of any proper family unit, and more recent events. The principal evidence relied on by Dean with regard to the purchase of 124 Tollhouse Road was that of Lynn herself. Her lengthy witness statement is dated 22nd March 2017, and bears some considerable

resemblance to the statements prepared by Dean. Nevertheless, it contains a comprehensive description of the entire relationship and history between her and Navtej – including many facts which only she would know – and I am satisfied that this statement (verified by her on oath) represents her own recollection of events. She was cross-examined, courteously but very thoroughly, by Ms Watterson. Parts of the statement contain allegations regarding Navtej’s allegedly abusive and controlling conduct, and other related matters which are disputed and highly contentious. Ms Watterson quite rightly did not cross-examine on these matters in great detail, but on behalf of Navtej challenged Lynn’s characterisation of him in this way. Her detailed cross-examination was focused on more directly relevant issues.

21. Ms Watterson challenged Lynn’s version of events. She suggested to her that her story had changed over the years, starting with her objection in May 2012 to the earlier application by Navtej which is to be found at page 248 of the Bundle, through the objection to the application in relation to 85 Tollhouse Road in August 2012 (page 121-4 of the Bundle), the Statement of Case dated 20th September 2016 (verified by Dean in September 2017), and finally the witness statement itself. It is a fair criticism, and undoubtedly Lynn’s recollection of the details of the payment of the purchase price have varied from time to time. In particular, she has not been consistent in recalling the amount by which her salary was reduced working in Sophie’s Corner (for the Fleece Company Birmingham Ltd), or the amount of the balance transfer paid to Jagdish Singh by way of repayment. She also put to her a text message that she had sent to Navtej (via Dean, apparently) in August 2012, at the time of the first application to the Land Registry in relation to 85 Tollhouse Road. The relevant passage is this: *“you do realise that by not paying child maintenance, the court will class the payment for the flat as a replacement for this additional to the evidence that I made a £5000 balance transfer to you...”* I should say that Navtej has a habit of keeping and copying text messages from Dean and Lynn and using them as evidence to support his case.
22. However, the essence of her explanation for the funding has never changed. It is encapsulated in this passage from her August 2012 objection to Navtej’s application to the Land Registry in relation to 85 Tollhouse Road: *“The property was purchased by his brother Mr J Singh, surely this means that the interest should come to Mr J Singh and not Mr N Singh who had nothing to do with the transaction what so ever. Go top*

of this Mr J Singh was paid back in full part[ly] by a balance transfer from my credit card to his and the rest as cash from my salary at The Fleece Co. New Road, Rubery, Birmingham.” In relation to the text message, she insisted that the payment in question had been made by Jagtar Singh, not his brother.

23. She was also challenged with regard to her involvement with the business of Sophie’s Corner, a clothing business operated by the company known as The Fleece Company Birmingham Limited. She was the sole company director, and shareholder. Lynn maintains that she was unaware of her position in the company, and indeed ownership of it. She says that she was just the manager of the shop, but never had any wider role in it and all the decisions were made by Navtej and his family, who had other retail clothing businesses. She says that her wages were reduced after the purchase of the Property, as a way of repaying Jagtar Singh for the credit card payment that he had made.
24. The other principal area of dispute in the evidence relates to the extent to which Navtej was involved in the letting of the Property after the purchase, when Lynn and her children moved into 85 Tollhouse Road. Navtej alleges that he arranged the lettings, and paid for and took exclusive responsibility for the repair and maintenance of the Property. Again, Ms Watterson cross-examined extensively on this issue.
25. In addition to the “live” evidence of Lynn and Dean, Dean relied on a number of witness statements, verified by statement of truth, from friends and neighbours, who all state that as far as they were concerned, Navtej had never lived with Lynn and her children. Some, such as Tracey Chan, a friend of Lynn, also confirms the abusive and controlling nature of Navtej, and his failure to support the family financially. These statements can be found at pages 340 to 391 of the Bundle.
26. In the light of the evidence from both parties, there follows my findings of fact on the material issues:
 - a. Navtej did not make any financial contribution to the purchase of the Property.
 - b. Navtej may have introduced Lynn to Silks Solicitors in the first instance, but he played no other part in the purchase. Lynn was not involved in any way.

- c. The purchase was funded primarily by a payment or payments channelled through the credit card of Jagtar Singh.
- d. Lynn has repaid Jagtar Singh for the purchase price by means of a direct balance transfer, and by accepting lower wages for her continuing work as manager of "Sophie's Corner".
- e. It is difficult at this remove of time, and with so little documentation, to make findings as to the precise breakdown of the payments made to Silks. Indeed, neither party is able to explain them in full. However, it is not necessary for the purpose of this Decision to do so, since on any footing the payments were not made by or on behalf of Navtej but were made by or on behalf of Lynn.
- f. There has never been any agreement, understanding or arrangement between Lynn and Navtej that he would have any beneficial interest in the Property.
- g. Navtej never provided any financial support to Lynn and their children and never took any responsibility for them, other than for the short period when they lived at 61 Tollhouse Road.

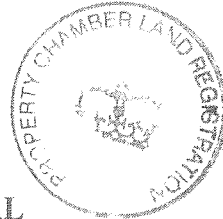
27. In reaching these conclusions, it will be readily apparent that I have preferred the evidence of Dean and Lynn to that of Navtej wherever it conflicts. I found Lynn in particular to be a credible and impressive witness, who did her best to answer the questions that were put to her in a calm and courteous fashion, despite the personal and uncomfortable nature of the issues covered. To my mind she was manifestly attempting to provide accurate and truthful responses. I have already described my observations of Navtej, who came across as a bombastic and aggressive individual, with serious animus towards both Dean and Lynn and an apparent degree of contempt for both. Quite apart from his claim to have purchased the Property, which I reject, certain elements of his evidence were simply incredible. For example, he steadfastly sought to persuade the tribunal that Lynn was heavily involved in the management of the company that ran "Sophie's Corner" and that she was a working director of the company and not just a shop manager. Yet at the same time he was able to say that good Christmas trading in 2002 allowed him to provide a cash sum of £5000 towards the purchase of the Property – without apparently any reference to the sole director, or indeed the sole shareholder, to whom ultimately the monies would belong. Equally, there is no dispute that Lynn ceased to work for the shop in 2005, effectively sacked,

and yet the business has continued, operated by Navtej. It is difficult to see how this could happen, without continuing payments being made to the sole shareholder of the company, unless these arrangements were simply a sham. Lynn was obviously not a businesswoman with experience of the retail trade, whereas Navtej and his family have always been involved in the clothing business. To my mind, this claim to an interest in the Property – just as was the case with his claim to an interest in 85 Tollhouse Road – is not rooted in any fact whatsoever, but in a desire to cause harm to Lynn and Dean.

28. I shall therefore direct the Chief Land Registrar to cancel the Application. I shall also direct him to reject any future such application, for obvious reasons. If Dean has incurred costs – and as a litigant in person he may recover certain limited costs – he should make an application within 21 days of the date of this Decision and serve a copy on Navtej. Navtej may respond within 14 days, and I shall then consider the matter further.

Dated this 14th day of December 2017

Owen Rhys



BY ORDER OF THE TRIBUNAL

