

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2022] SGHCF 23**

Divorce (Transferred) No 101 of 2019

Between

VTU

*... Plaintiff*

And

VTV

*... Defendant*

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**JUDGMENT**

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[Family Law — Matrimonial Assets — Division]

[Family Law — Maintenance — Wife]

[Family Law — Maintenance — Child]

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**VTU**

**v**

**VTV**

**[2022] SGHCF 23**

General Division of the High Court (Family Division) — Divorce  
(Transferred) No 101 of 2019  
Choo Han Teck J  
18 July 2022

17 August 2022

Judgment reserved.

**Choo Han Teck J:**

1 The plaintiff wife (“the Wife”) and the defendant husband (“the Husband”) were married on 20 December 2010 in Malaysia. Their marriage lasted eight years before the Wife filed for divorce on 7 January 2019. Interim judgment (“IJ”) was granted on 18 June 2019. The Wife is 37 years old, and the Husband is 36 years old. Both parties are currently unemployed but have professional accounting qualifications. During the marriage, the parties founded an accounting firm, [EE] Pte Ltd, which grew into the [EE] Group of Companies. The group expanded into Malaysia. The parties have two children, aged ten and five respectively. The issues before me are: (1) the division of matrimonial assets; (2) the Wife’s maintenance and (3) the children’s maintenance.

2 The operative date for determining the pool of matrimonial assets should be the date of IJ, and the operative date for determining the valuation of matrimonial assets should be the date of the ancillary matters hearing (“AM hearing”). Balances in bank and CPF accounts will be taken at the time of the IJ as it is the monies that form part of the matrimonial assets and not the accounts themselves. This also ensures that the parties do not make unaccounted withdrawals from their bank or CPF accounts after the date of IJ and before the AM hearing date. As long as a property falls within the definition of a “matrimonial asset” under s 112(10) of the Women’s Charter (Cap 353, 2009 Rev Ed) (“Women’s Charter”), it should be included in the pool of matrimonial assets, regardless of whether it is jointly or separately owned. The parties agree to the exchange rate of 1 SGD = 3.17 RM in valuing their assets. In this judgment, “\$” refers to the Singapore dollar.

3 The parties’ matrimonial home (the “Matrimonial Home”) was bought in the Husband’s sole name sometime in 2017. The Wife says that the valuation of the property is \$956,915.86 as of 7 December 2021. As the Matrimonial Home is in the Husband’s name, it should be classified under his assets. The Husband accepts the Wife’s valuation of the property but claims that as the money is in a stakeholder account, the asset must be regarded as a joint asset. He also says that the Wife’s valuation for the property does not include a sum \$24,396 paid as part of the fees to the joint valuer. In my view, as the Matrimonial Home is in the Husband’s name, it must be included under his assets, and from the evidence, it is clear that the Wife’s valuation had included the \$24,396.

4 The most substantial matrimonial asset is the [EE] Group of Companies. The 35 companies comprise of:

- (a) the [EE] Singapore Group of Companies (“[EE] Singapore”), of which the most valuable entity is [EE] Accounting Pte Ltd (“[EE] Accounting”); and
- (b) the [EE] Malaysia Group of Companies (“[EE] Malaysia”), comprising:
  - (i) [EE] Accounting (M) Sdn Bhd (“[EE] M”);
  - (ii) [EE] Accounting Tax Sdn Bhd (“[EE] Tax”); and
  - (iii) [EE] Accounting PLT (“[EE] PLT”).

5 The parties agree that the two most valuable entities are [EE] Accounting and [EE] PLT, as the other entities are not revenue generating and are thus of limited value, but disagree as to the value of [EE] Malaysia. As part of a settlement between the parties, the Husband paid \$604,000 to the Wife for her share in [EE] PLT, the most valuable entity under [EE] Malaysia. But he used \$302,000 of [EE] PLT’s cash to pay the Wife for her share in the same. The Husband says that the valuation of [EE] Malaysia should be \$906,000, taking into account the \$302,000 from [EE] PLT to purchase the Wife’s shares. The Wife says that the valuation of [EE] Malaysia should be \$1,208,000. The Wife says that the valuation of [EE] PLT should not be reduced just because its money was used to pay for the Wife’s share. She also says that [EE] PLT should not be added into the pool of matrimonial assets because by the settlement, both parties acknowledged that they own the asset equally and would not make a difference to the final value of the pool of matrimonial assets.

6 I agree with the Wife that the Husband’s purchase of the Wife’s share should not reduce the valuation of [EE] PLT. The Husband’s use of company money to purchase its own shares may be a breach of his director’s duties.

Nevertheless, given that the parties have already reached a settlement in respect of [EE] PLT, and the Wife has accordingly received a payout of \$604,000 for her share in the company, I will exclude this asset into the pool for division, to avoid double counting. The present division concerns only what assets are left.

7 In respect of [EE] M and [EE] Tax, these entities are owned the Wife and were not part of the settlement between the parties. The Husband says that the court should award these companies to him. The Wife is agreeable to transfer [EE] M and [EE] Tax to the Husband. She also points out that Unit No. 03A of [Property A] in Kuala Lumpur, Malaysia is owned by [EE] M and that if [EE] M and [EE] Tax are to be transferred to the Husband, the value of the property is to be attributed to the Husband and divided. I will therefore allow the transfer of [EE] M and [EE] Tax to the Husband, as well as the property in Malaysia. [EE] Malaysia is thus excluded from the pool for division.

8 The parties dispute the value of [EE] Singapore. The joint valuer gave two valuation reports. The first, dated 31 December 2020, values [EE] Singapore at \$3.515 million (“Joint Valuation Report”). The second, dated 25 March 2022, values [EE] Singapore at \$2.005 million (“Further Valuation Report”). Between the commissioning of the first and second valuation report, the Husband was convicted under s 157 of the Companies Act (Cap 50, 2006 Rev Ed) on 19 November 2021 for failing to exercise supervision over four companies. He was sentenced on 25 March 2022 to serve a six-week imprisonment term and was disqualified from being a director for five years after his prison sentence. He has since filed a notice of appeal on 25 March 2022 and the disqualification order has been stayed pending the appeal. The Further Valuation Report accounts for the Husband’s conviction and disqualification as a director. The Husband says that to ensure the continuity of [EE] Accounting in the event of his conviction, he has divested his shares in [EE] Accounting.

[EE] Accounting is now currently held under a trust arrangement by the Husband's mother and his fiancé.

9 The Wife says that the Further Valuation Report was not jointly commissioned with her input and should be rejected as speculative, because the Husband's appeal has not yet been heard. The Wife also points out that the Husband's act of divesting his shares into a trust of which his beneficiaries are his mother and fiancé effectively keeps the assets out of her reach when they are to be divided. The Husband says that the Further Valuation Report considers various matters that occurred after the date of the first valuation. The Covid-19 pandemic had also taken a significant toll on [EE] Group which has since run into cashflow problems. In the circumstances, the Joint Valuation Report's valuation is unrealistically high.

10 Even though the Husband's appeal against his conviction and sentence has not been heard, I still think that the Joint Valuation Report's valuation is too optimistic. The Joint Valuation Report was commissioned before the Covid-19 pandemic and does not account for the impact of the pandemic on the business. Regardless of whether the Husband succeeds in his appeal, I incline towards the Husband's claim that the business was affected. He is knowledgeable about this business, and I will take the midpoint figure between the Joint Valuation Report and the Further Valuation Report, which is a figure of \$2.76 million. To ensure that the Wife gets her share of [EE] Singapore from the division, the Husband should have the shares that he divested to his mother and fiancé transferred back to him.

11 For the Husband's shares in Singapore Telecommunications Limited ("Singapore Telecommunications"), the Wife says that the value of the shares is \$70,000 as of 30 July 2019. The Husband says that the value of the shares as

of October 2020 should be used, to be consistent with the date of the valuation of the Wife's Singapore Telecommunications shares. Since the Wife's Singapore Telecommunications shares were valued as of October 2020, I agree that the valuation of the Husband's shares as of October 2020 can be used as well. This is also closer to the date of the AM hearing.

12 The Wife says that the dividends that the Husband received for the year 2018 was \$913,803.03 and should be included in the pool for division. The Husband says that the dividends for 2018 have already been used entirely for the Wife and/or the family, including to purchase the Matrimonial Home and to purchase investments in the Wife's name. He explains that when [EE] Accounting's dividends are declared, this is only an accounting method that the parties use to account for the cash that have already been advanced to them. Even though \$918,987.12 of dividends were declared in 2018, the actual cash advance from [EE] Accounting was only \$216,346, as the full amount had been advanced to the Husband in earlier years. The quantum of dividends was declared to balance and reduce the outstanding amount owed by the Husband to [EE] Accounting. I note that the Wife has, in her 1st Affidavit of Assets and Means ("AOM"), recognized this informal practice that the Husband had adopted to balance the accounts. I thus accept that this was the accounting method used by the parties throughout their marriage, and that whatever profit the Husband received from [EE] Accounting in 2018 (which was one year before the date of IJ) has already been used for the benefit of the family. Thus, I will not include this amount in the pool for division.

13 Turning to the Wife's assets, the parties dispute the valuation of Unit Nos. 01, 02 and 03 of [Property A] in Kuala Lumpur, Malaysia (the "KL Properties"). The Husband says that the Wife claims that she had taken three loans to purchase the properties and that these loans were paid by [EE] PLT. He

says that the remaining sums in these loans will now be significantly lesser given that [EE] PLT has been paying off these amounts for three years since 2019. As the Wife says that the date of valuation should be the AM hearing but has not provided updated positions, the Husband says that it is reasonable to assume that she has been making the monthly instalment payments as required. The Wife's figures as provided were based on her last payments in July 2019. I agree with the Husband that according to the repayment amounts per month, it is likely that the outstanding loans are now significantly lesser. I thus accept the Husband's valuation of the KL Properties.

14 The parties also dispute the valuation of the Wife's investments in Alternative Investment Funds – Friends Provident International ("FPI funds"), comprising of the Blakbird Fund and Nanjia Fund. The Wife's position is that Nanjia fund had been liquidated for \$37,073.35, but the value of the Blakbird Fund was reduced to zero, and there is little to no chance of recovery of the capital investment. The Husband says that the Wife's documents do not show that the Blakbird fund is completely irrecoverable, and that there is \$136,322 in the Blakbird fund. I agree with the Husband that the Wife has not adduced any documentation or proof that the value of the Blakbird fund has been reduced to zero. Although the Wife has adduced a document dated 27 September 2018 stating that allegations of fraud have been made by the Federal Bureau of Investigation ("FBI") against the American company which the Blakbird fund invests in, and that the fund is suspended pending investigations by the FBI, the documentation also states that "capital recovery process" is ongoing and that money will be sent back to investors. The Wife's financial advisor also stated in an e-mail that capital recovery "looks positive". Since it appears to me that there is probably some depletion, but no satisfactory evidence of a complete



depletion, I will allow half the value of the FPI funds to be in the matrimonial pool.

15 For the Wife's Prudential PruTerm Vantage Policy ending 3471, I will use the value as of March 2021, given that this is closer to the date of the AM hearing. The Wife also says that the Quantum Residential Property Fund in her name is loss making and should be valued as zero as it is uncertain whether the investment will be recovered. The Husband says that the Wife's Quantum Residential Property Fund has an expected rate of return of 2.25%. As she made the investment in 2015, the fund should currently be worth \$116,454.40. Having perused the adduced documents, I agree with the Husband that there is no evidence that the Quantum Residential Property Fund is loss making. I will include this in the pool.

16 The Wife says that the items contained in her safe deposit box, which comprises of jewellery and a Rolex watch, were gifts from the Husband when they were married and should be excluded from the pool. She says that this is clearly ascertained from the description of the items which show that they were meant for women. However, she concedes that the Rolex watch can be divided as a matrimonial asset. The Husband says that these are not gifts under s 112(10) of the Women's Charter, as they are pure inter-spousal gifts rather than re-gifts. I agree with the Husband that the jewellery are interspousal gifts and should therefore be included in the matrimonial pool for division. Such gifts "which do not originate from a third-party gift or inheritance ... are not 'gifts' for the purposes of s 112(10) of the [Women's Charter], and therefore constitute matrimonial assets for division": *Tan Hwee Lee v Tan Cheng Guan and another appeal and another matter* [2012] 4 SLR 785 at [30]. Since the Wife agrees to have the Rolex watch divided as a matrimonial asset, I will include this in the pool for division.

17 I now turn to the parties' disputed liabilities. The Husband says that he has taken out personal loans and facilities to support the cash flow of the [EE] Group of Companies. The Wife says that these personal loans and facilities should be disregarded, as they were taken out after the date of IJ. According to the parties' Joint Summary, these loans are as follows:

| S/N | Asset                                               | Net Value / in SGD |
|-----|-----------------------------------------------------|--------------------|
| 1.  | Citibank Quick Cash / Pay Lite Account ending 5313  | 51,279.60          |
| 2.  | Standard Chartered Bank Cashone Account ending 5741 | 55,486.54          |
| 3.  | Standard Chartered Bank Cashone Account ending 4568 | 31,214.11          |
| 4.  | Citibank Quick Cash (8431)                          | 31,239.00          |
| 5.  | Citibank Quick Cash (8975)                          | 49,210.00          |
| 6.  | UOB CC 1327 Balance Transfer                        | 67,910.00          |
| 7.  | Standard Chartered CashOne Personal Loan            | 190,000.00         |

18 It seems clear that these loans were mostly taken out in end 2019 and 2020. The loans were thus incurred by the Husband after divorce proceedings commenced and they cannot be said to be matrimonial liabilities: *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 at [67]. Accordingly, I will not take these liabilities into account as matrimonial liabilities.

19 The Husband also says that he has taken a loan of \$1,483,000 from [EE] Accounting which was used for the benefit of both parties. The Husband

explains that this loan amount was determined by the valuer as at the date of the Joint Valuation Report. He says that it would not be fair for him to bear this debt solely, as it was the practice of the parties to use [EE] Accounting's monies for their joint benefit in running the household. The Wife says that these are contingent debts which are incurred after the date of IJ. I find it difficult to accept the Husband's view, as he has no evidence of his hefty loans from [EE] Accounting. I thus will not deduct this amount from the matrimonial pool.

20 The Husband has also various personal guarantees given for business purposes, which he estimates to be \$2,429,000. The Husband has adduced what appears to be his own collated excel spreadsheet of these personal guarantees, of which the earliest was made in 2017. The Wife says that these are contingent debts and are incurred after the date of IJ. In my view, there is no evidence that such personal guarantees have crystallised or are likely to crystallise in the future. The Husband also says that these were his "approximate aggregate exposure" and are "not monies owed to creditors at this instant [*sic*]". I thus will not include these personal guarantees in the pool.

21 The Husband also says that there was a \$690,000 loan from [EE] Accounting to him for the purchase the Matrimonial Home, and he is contractually obliged to repay it upon the sale of the Matrimonial Home. He also produced a Director's Resolution, signed by himself, approving the loan. The Wife says that if the monies were taken by him, it would have been declared as dividends for the year 2017, but this was not done. Furthermore, she challenges the legitimacy of the Director's Resolution and says that it is highly likely that the Husband had fabricated the resolution given that it was not adduced in his 1st AOM. The Director's Resolution says that it would pledge the property as collateral for the loan, but there was never any registered pledge.

The Wife also said that she was not aware of any Director's Resolution executed at the time of the purchase of the Matrimonial Home.

22 In my view, the alleged loan is dubious. The Husband has adduced bank statements showing cheque withdrawals amounting to \$690,000 from [EE] Accounting and subsequent deposits into his personal DBS Savings Account ending 2875. He has also adduced a "Summary of funds related to purchase of property", but this appears to be a self-collated table of the funds, showing transfers and payments for the option fee. Beyond this self-collated table, he has not provided evidence that these sums were used for the Matrimonial Home. I also think that the Director's Resolution, signed by himself in the capacity of company director, for his personal benefit, should not be accepted. As the Wife points out, the Husband did not produce this document in his 1st AOM, but only did so nine months later in his 2nd AOM. I will not make any deductions from the value of the Matrimonial Home.

23 The Husband also says that he had taken out a loan due to his mother in 2011 to purchase the parties' first flat in Ang Mo Kio and RM 300,000 in 2014 to purchase the KL Properties. The Wife says that she has already made payment of \$16,250 to the Husband's mother for the loan of \$65,000. The Wife has also adduced an online banking receipt showing the transaction to the Husband's mother. I accept the Wife's valuation of the loan.

24 Turning to the Wife's liabilities, notwithstanding her position in the Joint Summary, the Wife is agreeable to omit the loans that she took out after the date of IJ. I will thus exclude the Citibank Quickcash ending 2160 (Paylite), Citibank Ready Credit ending 2188 (Paylite), Standard Chartered Bank Cashone ending 657 and the sums borrowed from her family members.

25 In view of my findings above, the total value of the matrimonial asset pool is as follows:

| S/N | Manner of Holding | Asset                                                      | Net Value / in SGD |
|-----|-------------------|------------------------------------------------------------|--------------------|
| 1.  | Husband's Name    | Matrimonial Home                                           | 956,915.86         |
| 2.  |                   | [Property A] Unit No. 3A                                   | 42,541.90          |
| 3.  |                   | Volkswagen Tiguan                                          | 56,879.12          |
| 4.  |                   | BMW X1 sDrive 18i                                          | 21,787.00          |
| 5.  |                   | Great Eastern Life ILP Policy ending 3768                  | 4,356.52           |
| 6.  |                   | Great Eastern Traditional Policy ending 7661               | 19,165.67          |
| 7.  |                   | SRS Account – Singapore Telecommunications Limited         | 57,090.22          |
| 8.  |                   | [EE] Singapore Group of Companies                          | 2,760,000.00       |
| 9.  |                   | DBS Current Account ending 2520                            | 13,941.62          |
| 10. |                   | DBS Savings Account ending 2875                            | 28,566.08          |
| 11. |                   | DBS Multiplier Multi-Currency Account ending 1868          | 10,451.02          |
| 12. |                   | Maybank Savings Account ending 8011                        | 10,660.08          |
| 13. |                   | POSB Savings Account ending 4750 (Joint Account with Wife) | 3.13               |

|                                           |             |                                                                         |              |
|-------------------------------------------|-------------|-------------------------------------------------------------------------|--------------|
| 14.                                       |             | POSBkids Account ending 3130<br>(Joint account with older child)        | 501.49       |
| 15.                                       |             | POSBkids Account ending 9490<br>(Joint Account with younger child)      | 501.49       |
| 16.                                       |             | POSB Child Development Account ending 3149 for older child              | 13.69        |
| 17.                                       |             | POSB Child Development Account ending 9503                              | 5,959.82     |
| 18.                                       |             | CPF Ordinary Account                                                    | 77,718.15    |
| 19.                                       |             | CPF Special Account                                                     | 41,120.88    |
| 20.                                       |             | CPF Medisave Account                                                    | 35,311.27    |
| 21.                                       |             | Silver Bars                                                             | 46,836.30    |
| 22.                                       |             | Membership at Serangoon Gardens                                         | 10,900.00    |
| 23.                                       |             | Citibank Ready Credit No. ending 8975                                   | - 87,351.68  |
| 24.                                       |             | Standard Chartered Bank Credit Card Instalment Loan Account ending 4685 | - 74,046.98  |
| 25.                                       |             | Loans due to Husband's mother                                           | - 48,750.00  |
| Sub-total for assets under Husband's name |             |                                                                         | 3,991,072.65 |
| 1.                                        | Wife's Name | KL Properties                                                           | 164,265.12   |
| 2.                                        |             | Prudential PruTerm Vantage Policy ending 3471                           | 19,169.72    |

|     |  |                                                                          |            |
|-----|--|--------------------------------------------------------------------------|------------|
| 3.  |  | AXA Whole Life (Inspire FlexiProtector) ending 1641                      | 24,162.21  |
| 4.  |  | AXA Whole Life (Inspired FlexiProtector) ending 0866                     | 14,668.25  |
| 5.  |  | NTUC Income Vivolife – Policy ending 3386                                | 33,248.44  |
| 6.  |  | 10,500 Shares in Singapore Telecommunications                            | 26,723.77  |
| 7.  |  | Quantum Residential Property Trust – Westpac Banking Corporation, Sydney | 116,454.50 |
| 8.  |  | Alternative Investment Funds – Friends Provident International           | 105,234.35 |
| 9.  |  | Public Bank Savings A/C No. ending 3228                                  | 18,036.40  |
| 10. |  | Maybank Current A/C No. ending 9632                                      | 2,382.03   |
| 11. |  | Maybank Savings A/C No. ending 7943                                      | 1,845.73   |
| 12. |  | DBS Savings A/C No. ending 6832                                          | 48,380.93  |
| 13. |  | DBS A/C No. ending 2035                                                  | 53,688.48  |
| 14. |  | DBS Savings (SRS) A/C No. ending 1223                                    | 3.31       |
| 15. |  | DBS Fixed Deposit A/C No. ending 0904                                    | 50,000.00  |
| 16. |  | POSBank Everyday Bank Bonus Savings A/C No. ending 4750                  | 3.13       |

|                                       |  |                                                         |              |
|---------------------------------------|--|---------------------------------------------------------|--------------|
| 17.                                   |  | OCBC Savings A/C No. ending 9001                        | 116,661.54   |
| 18.                                   |  | Citibank Interest Plus Saving A/C No. ending 4236       | 3,609.11     |
| 19.                                   |  | CPF Ordinary Account                                    | 110,788.32   |
| 20.                                   |  | CPF Special Account                                     | 32,278.11    |
| 21.                                   |  | CPF Medisave Account                                    | 35,245.17    |
| 22.                                   |  | SCSH Investment Pte Ltd                                 | 112,349.36   |
| 23.                                   |  | Jewellery                                               | 18,378.70    |
| 24.                                   |  | Rolex Watch                                             | 11,000.00    |
| 25.                                   |  | Citibank Quickcash ended 2160 (TC)                      | - 4,597.44   |
| 26.                                   |  | Citibank Ready Credit ended 2188 (Paylite)              | - 4,243.80   |
| 27.                                   |  | Standard Chartered Bank Cashone Account No. ending 4141 | - 42,558.59  |
| Subtotal for assets under Wife's name |  |                                                         | 1,067,176.85 |
| Total assets                          |  |                                                         | 5,058,249.50 |

26 I now turn to the issue of the parties' direct financial contributions. The parties agree that the direct contributions for all the matrimonial assets, with the exception of [EE] Singapore, should be 50:50, since the assets were all acquired with funds originating from the [EE] Group of Companies.

27 In respect of [EE] Singapore, the Husband says that the direct contributions should be 70:30 in his favour. The Husband says that he headed



the accounting and corporate secretarial departments, and that he was the sole person responsible for business development, strategic planning and acquiring new clients. He says that the Wife would “simply listen and follow” his advice. She had also taken a backseat in running the business since 2015, as she disagreed with his way of running the business. The Wife also was mainly involved in Human Resource administration and staff matters. The Wife says that their contributions should be 50:50 as both parties had contributed to building up the business and any direct financial contributions would have been made with the funds from the business.

28 Both parties were co-founders of [EE] Singapore and ran different aspects of the business. In essence, this was a husband-and-wife business partnership, and they were equally invested in ensuring the success of the company. I can accept that the Husband took on a greater role in relation to the business and handled a larger scope of work. And although from 2018, the Wife took on a greater role in [EE] Malaysia and travelled frequently to Kuala Lumpur, Malaysia for business trips, [EE] must be seen as what it really was – a business venture shared by husband-and-wife, and it would be invidious to carve a percentage out of a shared venture in these circumstances, other than 50:50. When a business is started by a married couple in happier times; in times when their two hearts beat as one, how can it be said that one heart went at 60 beats and the other at 70? I therefore find that the parties’ direct contributions to [EE] Singapore are 50:50 in the Husband’s favour.

29 In view of my findings above, I find that the parties’ overall direct contributions to be 50:50 in favour of the Husband.

30 I now address the issue of the parties’ indirect contributions. While both parties held full time jobs and had a helper for the children, the Wife says that

she was the primary caregiver of the two children. She attended to their needs, played with the children while the helper was on her day off and brought them for medical appointments. She also took care of the household and planned the meals, cleaning and groceries for the family, while the Husband handled the payments for the family and household expenses.

31 The Husband says that he had been closely involved with the care of the children since a young age. He would change the children's diapers, bathe them, feed them, watch television with them and provide a listening ear. He also made it a point to be at home for dinner with the children and that he has a close relationship with them. He also points out that the Wife did not make any significant career sacrifices for the children.

32 I am of the view that the indirect contributions should be apportioned equally. In this marriage, both Husband and Wife were balancing their business and domestic affairs together; both parties held full-time jobs throughout the marriage, both did their share on the domestic front. The Wife was the primary caregiver of the children, looking after their daily needs and bringing them for their medical appointments, but the Husband took care of the family's financial planning, and was involved with the children's needs. Therefore, I am of the view that indirect contributions should be apportioned equally.

33 As both direct and indirect contributions are apportioned equally, the overall ratio will be 50:50 between the Husband and Wife.

34 The total value of the matrimonial assets is \$5,058,249.50 and the parties will share equally. Parties should work out the consequential orders between themselves. I make the following orders to reflect the parties' respective entitlement to the matrimonial pool:

- (a) each party to retain assets under his/her own name;
- (b) [EE] Tax, [EE] PLT and [Property A] Unit No. 3A to be given to the Husband; and
- (c) the sale proceeds of the Matrimonial Home, which are currently in a stakeholder account, to be transferred to the Wife.

35 The Wife had called for an adverse inference to be drawn because of the Husband's failure to account for the dividends for the year 2018 and advances which the Husband took from [EE] Singapore in the year 2019. She says that the Husband's practice of using money earned from [EE] Group renders it easy for him to conceal assets and expenditure by moving sums of monies with clever accounting. The Husband says that there he has made a full and frank disclosure and that no adverse inference should be drawn.

36 For the court to draw an adverse inference, there must be some evidence that establishes a prima facie case against the person whom the inference is to be drawn. It must also be shown that the person against whom the inference is to be drawn has some particular access to the information he is said to be hiding: *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [62]. In my view, no adverse inference should be drawn against the Husband. The Wife herself has accepted that the parties' monies and that of the [EE] Group of Singapore were comingled, and that the parties used [EE] Group of Singapore's funds interchangeably with the party's personal funds.

37 On the issue of the Wife's maintenance, the Wife says that the Husband had, at all material times, more than sufficient means to maintain the Wife at the same standard of living as she had enjoyed during the marriage. The Wife has also stopped working and drawing a salary from [EE] Malaysia. She says

that the Husband should pay her a maintenance of \$2,300 per month until she receives her full share of the matrimonial assets. The Husband says that the Wife is well able to provide for herself as she has started her own company, which has solicited clients from [EE] PLT.

38 The basis of maintenance for a former wife under s 113 of the Women's Charter is for financial preservation and to even out any financial inequities that arise from having been economically disadvantaged by the role taken in the marriage. In the present case, the Wife has accounting qualifications and has a high earning capacity. Although she is currently unemployed, she was working throughout the marriage and should be able to get back into the workforce. In the circumstances, there shall be no maintenance for her.

39 On the issue of children's maintenance, the Wife estimates that the monthly household expenses are \$3,494 (RM 11,076), \$1,713.89 (RM 5,433) for the older child and \$1,181.40 (RM 3,745) for the younger child. The Wife proposes that the Husband is to pay \$6,389.27 (RM 20,254) per month from the date of IJ until the date that the Wife receives her share of the matrimonial assets. Thereafter, \$3,194.64 (RM 10,127) per month. The Husband says that these figures are "grossly inflated". He proposes to continue paying a monthly maintenance of \$1,750, consistent with what he has been paying ever since the Wife relocated to Malaysia in end October 2020.

40 I note that there are items in the Wife's table of expenses, such as diapers, which are no longer necessary. I also accept the Husband's point that the Wife and children are currently residing in Malaysia which has a lower cost of living as compared to Singapore. The Husband is to pay \$2,000 (RM 6,340) per month for the children's maintenance and household expenses.

41 Each party is to bear its own costs.

- Sgd -  
Choo Han Teck  
Judge of the High Court

Basil Ong Kah Liang (PK Wong & Nair LLC) for the plaintiff;  
Leonard Chua Jun Yi, Clement Ong Ziying and Keith Lim Dao Yuan  
(Damodara Ong LLC) for the defendant.

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