

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2019] SGHCF 27

Divorce (Transferred) No 3131 of 2016

Between

UZO

... Plaintiff

And

(1) UZP

(2) UZQ

... Defendants

JUDGMENT

[Family Law] — [Matrimonial assets] — [Division]

[Family Law] — [Maintenance] — [Children]

[Family Law] — [Maintenance] — [Wife]

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UZO
v
UZF and another

[2019] SGHCF 27

High Court (Family Division) — Divorce (Transferred) No 3131 of 2016
Tan Puay Boon JC
8 February, 10 April, 24 May 2019

19 December 2019

Judgment reserved.

Tan Puay Boon JC:

Introduction

1 The plaintiff wife (“the Wife”) and the defendant husband (“the Husband”) were married on 20 May 1998. There are three children to the marriage (“the Children”).

2 The Wife filed a writ for divorce on 30 June 2016 and the Husband filed a defence and counterclaim on 29 July 2016. Interim judgment (“IJ”) was granted on an uncontested basis on 7 February 2017, on the grounds that the Husband committed adultery and the Wife finds it intolerable to live with him.

3 The matters that lie for determination are the division of matrimonial assets, maintenance for the Children and the Wife, and costs.

Facts

4 The Wife, currently aged 43 years old, is employed as a clerk. The Husband, currently aged 45 years old, is a businessman and a director and shareholder of various companies.

5 The Children to the marriage were born in 2000, 2001 and 2004, and are 19, 18 and 15 years old this year. It is agreed between the parties that they shall have joint custody of the Children. The Wife is to have care and control of them and the Husband is to have reasonable access to them. Two of the Children are currently pursuing their education overseas. The Husband solely contributes to their school fees.¹

6 The Husband was the primary breadwinner during the marriage, paying most of the family's household expenses. The Wife worked during the marriage, and took primary responsibility for looking after the household and raising the Children.²

7 On 20 December 2016, the Wife was granted an interim maintenance order (*viz*, Maintenance Order No 933 of 2016) ("the interim maintenance order").³ Under the interim maintenance order, the Husband was to pay her \$300.00 per month for the maintenance of each of their Children, with effect from 1 January 2017. The Husband was also to pay for certain categories of expenses related to the Children's education and upbringing.

¹ Husband's 2nd affidavit of assets and means dated 5 April 2018 ("Husband's 2nd AAM") at para 48.

² Wife's 1st affidavit of assets and means dated 26 April 2017 ("Wife's 1st AAM") at pp 11, 14; Husband's 2nd AAM at para 38.

³ Wife's 2nd affidavit of assets and means dated 6 April 2018 ("Wife's 2nd AAM") at p 80.

8 A clause in the interim maintenance order further provided that the Wife would commence employment at [CE] Pte Ltd, a company owned by the Husband, with effect from 3 January 2017, and that she would be paid a monthly salary of \$4,000.00. According to the Wife, the Husband failed to pay her salary from August 2017 onwards.⁴ I will discuss this allegation below at [92].

Division of matrimonial assets

9 I first consider the division of the parties' matrimonial assets under s 112 of the Women's Charter (Cap 353, 2009 Rev Ed) ("Women's Charter").

10 The parties accepted that the global assessment methodology should be used to determine the appropriate division ratio of their matrimonial assets.⁵ This methodology comprises four distinct phases: identification and pooling of the matrimonial assets; assessment of the net value of the pool of assets; determination of a just and equitable division of the assets; and apportionment on the basis of the proportions of division: *NK v NL* [2007] 3 SLR(R) 743 at [31]. I consider each of these phases in turn.

Identification and assessment of the net value of the matrimonial assets

11 As a general position, all matrimonial assets and liabilities should be identified as at the time of the IJ ("IJ date"), *ie*, 7 February 2017, and valued at the time of the ancillary matters hearing ("the AM date"), *ie*, 8 February 2019. The balances in the bank and Central Provident Fund ("CPF") accounts are to be taken at the time of the IJ, as the matrimonial assets are the moneys and not the bank and CPF accounts themselves.

⁴ Wife's 2nd AAM at para 32.

⁵ Notes of Evidence ("NE") 8 February 2019 at p 1.

12 In general, the available values as close to the AM date as possible will be used for the other assets. Nevertheless, in this decision, I adopt the values which the parties specifically agreed to use for the relevant assets or liabilities, as reflected in the updated joint summary of relevant information filed 7 January 2019 (marked as “JSRI”). Where it is unclear what the parties’ agreed positions were, I adopt the values supported by the available documentary evidence.

13 In this case, apart from the valuations of the parties’ former matrimonial home (“the HDB Flat”), the matrimonial home (“the Private Property”) and the Husband’s shares in various companies, the parties generally agreed on the identity and value of the matrimonial assets and liabilities. I also find that their position on the balance in the Husband’s DBS Savings Account No -4947 was unclear. I will first discuss these assets before summarising the parties’ positions on the remaining matrimonial assets and liabilities.

Matrimonial assets with disputed values

(1) The HDB Flat in the parties’ joint names

14 The parties agreed that the HDB Flat was not subject to any liabilities.⁶ The Wife initially submitted that its gross valuation was \$598,000.00.⁷ At the ancillary matters hearing (“AM hearing”) on 8 February 2019, she agreed to the Husband’s updated valuation (dated 14 September 2018) of \$530,000.00.⁸ I adopt the Husband’s valuation as it is the valuation closest to the AM date and is supported by a formal valuation report.

⁶ NE 8 February 2019 at p 4; Wife’s skeletal submissions (amended 8th February 2019) (“WSS (amended)”) at para 60.

⁷ WSS (amended) at para 60.

⁸ NE 8 February 2019 at p 3; Husband’s affidavit dated 12 February 2019 at p 19.

(2) The Private Property in the Wife's name

15 Likewise, the Wife initially submitted that the Private Property had a gross value of \$2.4m, but later accepted the Husband's gross valuation (dated 14 September 2018) of \$2.7m.⁹ I adopt this value as it is the valuation closest to the AM date that is supported by a formal valuation report. The net value of the Private Property is \$1,379,023.41, derived by deducting the outstanding mortgage loan value closest to the AM date (*viz*, \$1,320,976.59 as at 31 December 2018)¹⁰ from the agreed gross value of \$2.7m.

(3) The shares in the Husband's name

16 The Husband holds shares in six companies: [ER] Pte Ltd; [GAE] Pte Ltd; [IIH] Pte Ltd; [CE] Pte Ltd; [AMI] Pte Ltd; and [AT] Pte Ltd (collectively, "the six companies"). His valuation of his shares was based on a joint valuation report dated 20 July 2018 ("the Joint Valuation Report"). This Report was prepared by DHA+ pac ("DHA+"), an accounting firm that the Husband engaged to conduct a joint valuation for the parties.¹¹

17 The Wife did not challenge the Joint Valuation Report.¹² However, she submitted that an adverse inference should be drawn against the Husband for his failure to make full and frank disclosure of his assets as the Joint Valuation

⁹ WSS (amended) at para 58; NE 8 February 2019 at p 3; Husband's affidavit dated 12 February 2019 at p 8.

¹⁰ NE 10 April 2019 at p 3; Wife's affidavit dated 22 February 2019 at p 7.

¹¹ See Don Ho Mun-Tuke's affidavit dated 20 July 2018 at para 5 and p 75.

¹² JSRI at p 6; NE 10 April 2019 at p 2.

Report relied on “unaudited Financial Statements and unaudited Balance Sheet and Profit & Loss statements” [emphasis in original].¹³

18 The Wife first filed an application in Family Court Summons No 3017 of 2018 (“FC/SUM 3017/2018”) on 23 August 2018, after the Joint Valuation Report was completed, for the Husband to disclose, *inter alia*, his correspondence with DHA+ and the financial data and documents that he furnished to DHA+. The Family Court allowed the Wife’s application in relation to five of the six companies. Disclosure was not ordered in respect of the documents of [CE] Pte Ltd, where the Wife is a director.

19 The Family Court in FC/SUM 3017/2018 followed the reasoning of the High Court in *ACW v ACX* [2014] SGHC 53. In that case, the High Court upheld the deputy registrar’s order for the husband to produce documents pertaining to the valuation of the [X] group of companies. The husband had put forth a valuation report on the companies as evidence. While he was not bound to do so, having done so, it would be relevant and necessary for the companies’ instructions to the valuer to be disclosed, as this would provide the court with a proper understanding of the valuation report: at [40].

20 I heard and dismissed the Husband’s appeal against the Family Court’s decision in FC/SUM 3017/2018 in High Court (Family Division) Registrar’s Appeal No 21 of 2018 (“HCF/RAS 21/2018”) on 9 November 2018.

21 The Wife submitted at the AM hearing that the Husband only complied with the discovery order a day before the AM hearing, whereupon he produced

¹³ WSS (amended) at paras 19–20; NE 8 February 2019 at p 4; NE 10 April 2019 at p 2.

documents that collectively numbered over a thousand pages. She opted not to collect or review these documents.¹⁴

22 The Husband submitted that the Wife was not entitled to argue that an adverse inference should be drawn and that this submission contradicted her acceptance of the Joint Valuation Report.¹⁵ He relied on the cases *Evergreat Construction Co Pte Ltd v Presscrete Engineering Pte Ltd* [2006] 1 SLR(R) 634 (“*Evergreat*”) and *Quek Kwee Kee Victoria (in her personal capacity and as executor of the state of Quek Kiat Siong, deceased) and another v Quek Khuay Chuah* [2014] 4 SLR 1 (“*Victoria Quek*”) for the proposition that parties who have jointly appointed an expert to adjudicate on a particular matter can only challenge that expert’s determination on the grounds of fraud or collusion.¹⁶

23 I first observe that neither *Evergreat* and *Victoria Quek* concerned joint valuations in the family law context. In both cases, the joint valuations were conducted as part of settlement agreements which the parties had entered into. In *Evergreat*, the plaintiff and defendant agreed on the second day of trial to resolve their differences by referring all pending claims to an independent assessor pursuant to a consent order: at [4]–[5]. In dismissing the plaintiff’s application to set the independent assessor’s award aside, the High Court reasoned that the plaintiff was not entitled to rewrite its contractual bargain with the defendant. This was especially so as the plaintiff had acted in “outright and contumacious disdain” for the assessment process, the independent assessor’s

¹⁴ NE 8 February 2019 at pp 1–2.

¹⁵ NE 10 April 2019 at p 5.

¹⁶ Husband’s supplemental submissions dated 10 January 2019 (“HSS”) at paras 5–7; NE 10 April 2019 at p 5.

directives, and the parties' agreement *apropos* the modalities for dispute resolution: at [22]–[29]. The High Court explained at [27] and [29]:

27 Given its client's contumacious conduct, plaintiff's counsel was unable to coherently articulate why and/or how the court could or should allow the plaintiff a second bite at the cherry on the merits. In particular, he was unable to develop any rational argument as to how the plaintiff could conceivably obviate the Consent Order that the [independent assessor's] decision and findings on all issues of procedure, liability and quantum are to be *final*. The starting point for the modern statement on the law relating to experts is to be found in *Campbell v Edwards* [1976] 1WLR 403, where Lord Denning MR opined at 407:

It is simply the law of contract. If two persons agree that the price of property should be fixed by [an expert] on whom they agree, and he gives that valuation honestly and in good faith, they are bound by it. *Even if he has made a mistake they are still bound by it*. The reason is because they have agreed to be bound by it. If there were fraud or collusion, of course, it would be very different. Fraud or collusion unravels everything. [emphasis added]

...

29 In the absence of fraud or any corrupt colouring of the [independent assessor's] determination, there is neither liberty nor latitude to interfere with or rewrite the parties' solemn and considered contractual bargain, ... It is quite inappropriate for a court to substitute its own view on the merits when the parties have already agreed to rely on the expertise of an expert for a final and irrevocable determination. ... [E]ven if there were a discretionary right to reopen the award, I would not exercise that option – given the wholly inappropriate and cavalier conduct manifested by the plaintiff throughout the assessment process.

[emphasis in original]

Similar reasoning was adopted in *Victoria Quek*. The High Court in that case held that the parties had agreed that the price of property should be fixed by a valuer and that such valuation would be final and binding: at [26]. The only exception to the final and binding nature of such valuation would be if it arose from collusion or was fraudulent or manifestly erroneous: at [33].

24 The present case is distinguishable from *Evergreat* in two respects.

25 First, the parties did not agree to the joint valuation as part of a freely negotiated agreement between them. As such, I take the view that the contractual reasoning adopted in *Evergreat* (and *Victoria Quek*) applies with less force here. To trace the genesis of the parties’ appointment of DHA+ as joint valuer, the Wife expressed concerns about the Husband’s valuation of his shares in the six companies as early as 19 May 2017.¹⁷ The Husband indicated on 4 August 2017 that he would engage his “company accountant” to value the shares, and provided this valuation to the Wife by 11 September 2017.¹⁸ The Family Court ordered a joint valuation on 22 September 2017, which the Husband did not comply with. The Family Court followed up with further directions on 27 October 2017. As the Wife did not have the finances to appoint a valuer and did not have access to or knowledge of the required documents, the Family Court directed her to propose a list of three valuers from which the Husband was to select one.¹⁹ The Husband opted to engage DHA+ and liaised with it alone.²⁰

26 Second, unlike in *Evergreat*, there was no issue here as to the Wife’s failure to comply with DHA+’s directions. The process of valuation was led and managed by the Husband. Although the Wife’s solicitors asked the Husband’s solicitors in a letter dated 13 November 2017 to be copied on any future correspondence between the Husband and DHA+, the Wife claimed that her solicitors only came to know around 6 July 2018 that the instructions to DHA+

¹⁷ NE 19 May 2017.

¹⁸ NE 4 August 2017; NE 11 September 2017.

¹⁹ NE 22 September 2017; NE 27 October 2017.

²⁰ Don Ho Mun-Tuke’s affidavit dated 20 July 2018 at pp 79–102.

were from the Husband alone. This was in spite of directions from the Family Court that her solicitors could write to the Husband's solicitors for updates albeit not for regular updates.²¹

27 In the light of the above, I do not consider that it necessarily follows that the reasoning in *Evergreat* and *Victoria Quek* applies here such that the Wife may *only* challenge the valuation report on the basis of fraud, collusion or some other manifest error on the face of the valuation. However, notwithstanding these considerations, I adopt the valuations in the Joint Valuation Report, absent any alternative valuations before the court of the Husband's shares in the six companies. In any event, I find that the Wife's arguments do not demonstrate that the Husband failed to furnish relevant documents to DHA+ that would have led to different valuations. Her mere suspicion in the abstract is not sufficient to ground an adverse inference. Nor has she attempted to argue that the valuation report cannot be relied upon for any other reason, *eg*, that it is a product of fraud or collusion or is manifestly erroneous: see the test in *Victoria Quek* at [33]. It is not in the interests of fairness and justice to order a further valuation or to draw an adverse inference against the Husband in these circumstances. Accordingly, I accept the valuations of the Husband's shares in the six companies.

28 For completeness, the Wife had included the Thomson Property and the Alexandra Property in the matrimonial pool in her written submissions.²² She accepted at the AM hearing that these were properties that had been respectively purchased under [IIH] Pte Ltd and [AMI] Pte Ltd, and that they would not be

²¹ Wife's affidavit in FC/SUM 3017/2018 dated 23 August 2018 at paras 6–8; NE 13 November 2017.

²² WSS (amended) at p 12 S/N 13–14.

separately included as matrimonial assets as they were taken into account in the valuation of the respective companies' shares.²³

(4) DBS Savings Account No -4947 in the Husband's name

29 The Husband did not take a consistent position in relation to the balance in this account. In a letter to the court dated 24 May 2019 (discussed further below at [38]), the Husband's counsel referred to the balance in this account to be \$208.02; this was the account balance as at 28 February 2018.²⁴ In the circumstances, I take the balance in this account to be \$3,266.92, the figure which the Husband appeared to rely on in the JSRI and as reflected in the bank statement dated 28 February 2017, as this was the balance closest to the IJ date.²⁵

Adverse inference

30 The Wife submitted that an adverse inference should be drawn against the Husband for his failure to make full and frank disclosure of his income and assets.²⁶ As the Court of Appeal noted in *BOR v BOS and another appeal* [2018] SGCA 78 at [76], withdrawals that may legitimately be explained as genuine expenditures on personal expenses, business or investments ought to be disregarded. I do not agree with the Wife that the facts she relied upon establish a *prima facie* case against the Husband, and decline to draw an adverse inference against him.²⁷ I address each of her contentions in turn.

²³ NE 10 April 2019 at p 2.

²⁴ Husband's 2nd AAM at p 29.

²⁵ Husband's 1st affidavit of assets and means dated 21 April 2017 ("Husband's 1st AAM") at p 48; *cf* JSRI at p 6; Husband's submissions on the table of matrimonial assets at p 6.

²⁶ WSS (amended) at paras 27–29.

²⁷ WSS (amended) at paras 41–50.

31 First, the Wife submitted that the Husband’s stated monthly expenses of \$14,781.99 exceeded his declared income of \$8,975.00.²⁸ I do not place much weight on this discrepancy. His declared income was supported by income tax statements, and I find his stated expenses to be rough estimates by him.

32 Second, from 2014 to 2016, the Husband made unexplained deposits into UOB Account No -5807, an account in the parties’ joint names. These deposits amounted to \$103,229.42.²⁹ I do not consider that these deposits, which were made prior to the IJ date, support an inference that the Husband failed to make full disclosure of his income and assets. The Husband was a businessman who would have had to meet the costs and expenses of his business activities. To this end, I accept his explanation that the larger deposits were reimbursements from [CE] Pte Ltd for payments that he made.³⁰ I also accept his account that the deposit of \$25,730.57 dated 4 January 2016 reflected a cheque deposit that the Wife made.³¹ While he could not explain the smaller deposits that were made, this did not give rise to a suspicion in itself. It was reasonable that he might have gaps in his memory given that “parties to a functioning marriage do not keep records of their transactions with a view to building a case should a divorce occur”: *TXW v TXX* [2017] 4 SLR 799 at [46].

33 Third, the Wife submitted that the Husband failed to account for various cash deposits in the range of \$1,000.00–\$45,000.00 that were made to DBS

²⁸ WSS (amended) at paras 30–32.

²⁹ WSS (amended) at paras 33–34.

³⁰ Husband’s written submissions dated 1 June 2018 (“HWS”) at paras 53–56; Husband’s affidavit in response dated 21 May 2018 at paras 6–9.

³¹ HWS at para 56; Husband’s affidavit dated 25 May 2018 at p 9.

Savings Account No -4947 in his name from August 2017 to December 2017.³² He did not appear to account for these deposits on affidavit or in his submissions. However, even if these sums constituted his income, any income earned after the IJ date of 7 February 2017 would not be included in the asset pool. There was no indication that these deposits related to any undisclosed income *during the marriage*.

34 Fourth, the Wife highlighted unexplained cash transactions that were recorded in the Husband's notebooks. These notebooks contained business entries for [AMI] Pte Ltd.³³ She submitted that it was likely that [AMI] Pte Ltd's business transactions were made in cash and were not captured in the company's financial statements. The Husband's account was that these notebooks comprised handwritten *ad hoc* records that were less reliable than the company's unaudited financial statements.³⁴ Absent further evidence from the Wife, I do not find that the fact that the Husband kept handwritten records of his business transactions supports the inference that the company's financial statements were incomplete and that an adverse inference should be drawn against him.

35 Finally, [CE] Pte Ltd suffered losses in its profits and assets from 2014 to 2015. The Wife submitted that this possibly indicated that the Husband had siphoned assets and funds from the company into his own name.³⁵ In my view,

³² WSS (amended) at paras 35–36.

³³ WSS (amended) at paras 37–39; Wife's affidavit in FC/SUM 3017/2018 dated 23 August 2018 at paras 15–23.

³⁴ Husband's affidavit in FC/SUM 3017/2018 dated 31 August 2018 at para 33.

³⁵ WSS (amended) at para 40.

these submissions were speculative on her part.³⁶ For completeness, the Wife relied on [CE] Pte Ltd's losses to allege on affidavit that the Husband diverted business from [CE] Pte Ltd to another of his companies.³⁷ She did not expand on these allegations in her submissions, and I will not address them further.

Summary of the identity and valuation of the matrimonial assets

36 In the result, the total value of the matrimonial pool is \$4,198,632.83. I set out the identity and values of the matrimonial assets and liabilities based on the JSRI, the evidence adduced and my findings above:

S/No	Description	Net value (\$)
Joint assets		
1	HDB Flat	530,000.00
	Sub-total (A)	530,000.00
Wife's assets		
1	Private Property	1,379,023.41
2	CPF account	132,593.20 ³⁸
3	POSB Savings Account No -1899	405.10 ³⁹
4	Sale proceeds of Toyota motor vehicle	18,000.00 ⁴⁰
	Sub-total (B)	1,530,021.71

³⁶ See Husband's rebuttal submissions dated 7 February 2019 at para 10.

³⁷ Wife's 2nd AAM at paras 46–50.

³⁸ JSRI at p 5.

³⁹ JSRI at p 5; Wife's 1st AAM at p 49.

⁴⁰ NE 8 February 2019 at p 3; Wife's 1st AAM at p 13.

S/No	Description	Net value (\$)
Husband's assets		
1	CPF account	343,840.59 ⁴¹
2	Mercedes motor vehicle	144,552.79 ⁴²
3	DBS Savings Account No -4947 (as at 28 February 2017)	3,266.92
4	30,000 shares in [ER] Pte Ltd	0.00
5	30,000 shares in [GAE] Pte Ltd	89,000.00
6	20,000 shares in [IIH] Pte Ltd	765,500.00
7	20,000 shares in [CE] Pte Ltd	0.00
8	42,000 shares in [AMI] Pte Ltd	538,000.00
9	90,000 shares in [AT] Pte Ltd	462,500.00
	Sub-total (C)	2,346,660.30
Wife's liabilities		
1	Citibank Mastercard Account No -4049	(1,458.76)
2	UOB Account No -5807	(56.84)
3	POSB Card Account No -1899	(10,200.71)
	Sub-total (D)	(11,716.31)

⁴¹ JSRI at pp 5–6.

⁴² Husband's submissions on the table of matrimonial assets at p 6, S/N 6; Husband's 2nd AAM at pp 24, 28.

S/No	Description	Net value (\$)
Husband's liabilities⁴³		
1	OCBC Bank Accounts	(54,662.08)
2	OCBC Bank EasiCredit Account No -3001	(20,733.09)
3	Citibank Ready Credit Account No -4001	(19,554.12)
4	UOB Credit Cards	(47,607.88)
5	UOB CashPlus Account No -4834	(30,698.38)
6	ANZ Card No -9912	(23,077.32)
	Sub-total (E)	(196,332.87)
	Total [(A) + (B) + (C) + (D) + (E)]	4,198,632.83

Division of the matrimonial assets

37 The parties agreed that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) applied to determine the division of matrimonial assets. This structured approach involves:

- (a) expressing as a ratio the parties’ direct contributions relative to each other, in relation to their financial contributions towards the acquisition or improvement of the matrimonial assets;

⁴³ See Husband’s submissions on the table of matrimonial assets at pp 8–10, S/N 4–9; NE 8 February 2019 at p 5.

- (b) expressing as a second ratio their indirect financial and non-financial contributions relative to each other; and
- (c) deriving the parties' overall contributions relative to each other by taking an average of the two ratios above.

Step 1: Direct financial contributions

38 After the AM hearings, the parties submitted a table summarising their direct contributions by way of a letter dated 24 May 2019 from the Husband's counsel ("the Parties' Table of Direct Contributions"). In this Table, the parties generally agreed that they each made 100% of the direct financial contributions to the assets in their respective names.⁴⁴ However, no position was taken as to the balances in their CPF accounts and the liabilities in their names. This being the case, I will generally treat the parties as having made 100% of the direct contributions to the assets and liabilities in their names, save for the assets in relation to which the parties' direct contributions are disputed: namely, the HDB Flat, the Private Property and the Husband's shares in [IIH] Pte Ltd.⁴⁵

39 As there was not always evidence of the parties' direct contributions towards the disputed matrimonial assets, I am constrained to use the value of a party's share in an asset as a proxy of his or her direct contribution towards the acquisition of those assets. For consistency, where there is evidence of the parties' direct contributions, I have used the ratio of the direct contributions to apportion the value of that asset between the parties. I then attribute the apportioned values as the parties' respective direct contributions.

⁴⁴ See Parties' Table of Direct Contributions.

⁴⁵ NE 8 February 2019 at p 5.

(1) The HDB Flat in the parties' joint names

40 The parties purchased the HDB Flat in their joint names in July 1998 for \$438,000.00.⁴⁶ The Husband submitted that the ratio of direct contributions using a rough and ready approach was 77.4:22.6 between him and the Wife. The Wife submitted that the ratio should be 70.27:29.73 instead.⁴⁷

41 The parties agreed that the Wife's direct contributions amounted to \$83,167.00 in CPF moneys. This sum comprised an initial capital payment of \$25,000.00 and mortgage loan payments amounting to \$58,167.00.⁴⁸

42 The parties also agreed that the Husband contributed:⁴⁹

- (a) \$27,900.00 in CPF moneys towards the initial capital payment;
- (b) \$67,046.55 in cash towards the mortgage loan payments; and
- (c) \$101,648.00 in CPF moneys towards the mortgage loan payments.

43 I find that the documentary evidence supports the Husband's account that he contributed an aggregate of \$183,320.35 in CPF moneys towards the HDB Flat, including the amounts listed at [42(a)] and [42(c)].⁵⁰ I also find that he contributed \$5,000.00 in direct payment at the time of purchase: he was

⁴⁶ Wife's 1st AAM at p 304.

⁴⁷ Parties' Table of Direct Contributions at S/N 1; HWS at paras 10–11; WSS (amended) at para 61.

⁴⁸ HWS at paras 7(c), 8(b); WSS (amended) at para 61.

⁴⁹ HWS at paras 7(c), 8(a) and 8(c); WSS (amended) at para 61.

⁵⁰ HWS at para 9; Husband's 2nd AAM at p 12.

consistent about this contribution in his affidavit evidence and this contribution was not refuted by the Wife.⁵¹ Also disputed was a payment of \$29,700.00 in cash on completion. Neither party claimed on affidavit to have contributed this payment.⁵² Absent documentary evidence on this contribution, I exercise my discretion in broad strokes and attribute it to both parties jointly.

44 Taking a broad brush approach and considering the available evidence, I find that the parties' direct contributions to HDB Flat were in the ratio of 73.38:26.62 between the Husband and the Wife. Their respective contributions (which do not add up to the purchase price) are set out below:

S/No	Contribution	Husband's direct contributions (\$)	Wife's direct contributions (\$)
1	CPF moneys	183,320.35	83,167.00
2	Cash in direct payment	5,000.00	-
3	Cash on completion	14,850.00	14,850.00
4	Cash contribution to mortgage payments	67,046.55	-
	Total	270,216.90 (73.38%)	98,017.00 (26.62%)
	Apportionment of value of the HDB Flat	388,914.00	141,086.00

⁵¹ Wife's 1st AAM at p 304; Husband's 2nd AAM at para 9; NE 8 February 2019 at p 6.

⁵² NE 8 February 2019 at p 6.

(2) The Private Property in the Wife's name

45 The Private Property was purchased in the Wife's sole name in July 2012 for \$1,955,000.00.⁵³ The Husband submitted that the ratio of direct contributions was 91:9 between him and the Wife; the Wife submitted that a ratio of 51.48:48.52 was more appropriate.⁵⁴

46 The Wife submitted that her direct contributions comprised \$254,054.91 in CPF moneys; the option fee of \$19,550.00; and \$23,233.46 in renovation costs. She also submitted that the Husband's cash contribution towards the mortgage payments was \$296,800.00, comprising monthly payments of \$5,600.00 over 53 months (from November 2012 to April 2017).⁵⁵

47 The Husband disagreed that the Wife paid the option fee of \$19,550.00.⁵⁶ He also highlighted an email dated 25 July 2012 that he sent to the parties' conveyancing lawyers on behalf of the Wife:⁵⁷

...

As spoken, *I have already provided a cashier's order* for the full refund back to the CPF Ordinary account and Special account from the usage under our existing housing arrangement. Hence with that, the CPF board has confirmed that we are able to utilize the full sum from the Ordinary account for the purpose of new purchase. ...

As such, I will advise you to proceed with the necessary documentation in exercising the Option since *I am paying the stamp fee and the balance of the OTP with cheque payment*. So

⁵³ Husband's 2nd AAM at pp 15–17.

⁵⁴ Parties' Table of Direct Contributions at S/N 2; HWS at para 33; WSS (amended) at para 59.

⁵⁵ Parties' Table of Direct Contributions at S/N 2; WSS (amended) at para 59.

⁵⁶ Parties' Table of Direct Contributions at S/N 2; HWS at para 19.

⁵⁷ HWS at para 23; Husband's 2nd AAM at pp 18–19.

when it comes to the preparation for completion, then you can apply for my CPF ordinary account to offset the balance. The estimated balance amount of my CPF Ordinary account after this refund should be \$168,219.72. ...

Thanks

Regards
[Husband]
(On behalf of [Wife])

[emphasis added]

He submitted that this email showed that he injected moneys into the Wife's CPF account to be put towards the Private Property, and that the Wife did not deny that he contributed towards her CPF balance. Her affidavit evidence was only that:⁵⁸

With regards to the [Husband's] allegation that he had refunded my CPF monies [put towards the HDB Flat] so that it could be re-used for the purchase of [the Private Property], ... I would state on or about 26th July 2012, the sum of \$156,591.83, being the voluntary refund for the [HDB Flat] was credited to my CPF account. ...

48 The Wife responded that her evidence on affidavit was that a voluntary refund was made, but that it was for the Husband to show that he made that payment. She also submitted that the fact that the email was signed by the Husband on her behalf indicated that the references to "I" and "my" should be taken to refer to her, and not to him.⁵⁹

49 Absent conclusive documentary evidence, *eg*, in the form of the cashier's order for the refund, and in the light of the Wife's failure to account for the source of the refund, I find that the Husband contributed \$156,591.83 to

⁵⁸ HWS at para 25; Wife's 2nd AAM at para 18.

⁵⁹ NE 8 February 2019 at pp 7–8.

the Wife's CPF account in July 2012,⁶⁰ and that this sum was used to acquire the Private Property. The Wife's direct contribution using CPF moneys would therefore be \$97,463.08 (being \$254,054.91 – \$156,591.83).

50 As for the other payments, I make the following findings.

51 I find that the Wife contributed to the option fee of \$19,550.00. I accept that the use of the first person pronoun in the email dated 25 July 2012 refers to her as having made this payment. This would be consistent with the use of the first person in relation to the CPF account, which was hers as well.

52 As for the renovations, the Husband argued that renovation payments were funded through his contributions to the parties' joint account.⁶¹ Absent conclusive evidence on these contributions to the joint account, I attribute the payments for the renovations to the party whose name is on the respective invoice. I also attribute to the Wife the following payments that were made by her mother, which total \$5,800.00: (a) \$2,200.00 paid to a consultancy firm on 16 August 2016;⁶² (b) \$1,600.00 for leakage repair services on 14 June 2016;⁶³ and (c) \$2,000.00 to install a lighting conductor on 9 June 2016.⁶⁴ I do not attribute to the Wife payments not supported by invoices or receipts showing that the payment was for work done to improve the Private Property.⁶⁵

⁶⁰ See also Wife's affidavit dated 22 February 2019 at para 4.

⁶¹ HWS at para 32.

⁶² Wife's 1st AAM at p 483.

⁶³ Wife's 1st AAM at p 485.

⁶⁴ Wife's 1st AAM at pp 486, 487.

⁶⁵ See Wife's 1st AAM at pp 482, 488, 491–493.

53 As for the mortgage loan payments, the Wife accepts that the Husband contributed an aggregate of \$296,800.00. I therefore attribute this entire sum to him even though he submitted that part of this sum was funded using the Wife's CPF moneys.⁶⁶

54 Adopting a broad brush approach, I find that the ratio of the parties' direct contributions to the Private Property is 69.66:30.34. Their contributions (which do not add up to the purchase price) are as set out below:

S/No	Contribution	Husband's direct contributions (\$)	Wife's direct contributions (\$)
1	Contribution to the Wife's CPF account	156,591.83	-
2	CPF moneys	-	97,463.08
3	Option fee	-	19,550.00
4	Renovations in November 2012	-	128,969.00 ⁶⁷
5	Renovations in January 2013	4,590.30 ⁶⁸	-
6	Renovations in April 2013	120,000.00 ⁶⁹	-
7	Renovations in June to August 2016	-	5,800.00

⁶⁶ Parties' Table of Direct Contributions at S/N 2.

⁶⁷ Husband's 2nd AAM at p 21.

⁶⁸ Husband's 2nd AAM at p 23.

⁶⁹ Husband's 2nd AAM at p 22.

S/No	Contribution	Husband's direct contributions (\$)	Wife's direct contributions (\$)
8	Mortgage loan payments	296,800.00	-
	Total	577,982.13 (69.66%)	251,782.08 (30.34%)
	Apportionment of value of the Private Property	960,627.71	418,395.70

(3) The shares in [IIH] Pte Ltd in the Husband's name

55 [IIH] Pte Ltd is an investment holding company that manages and rents out the Thomson Property.⁷⁰ The Thomson Property is the only significant asset that the company owns.⁷¹ The Husband is its sole shareholder and its director.⁷² The Wife submitted that her direct contributions to the Thomson Property should be taken to be her direct contributions to [IIH] Pte Ltd, and that the parties made equal contributions towards the [IIH] Pte Ltd shares.⁷³

56 The Thomson Property was purchased under [IIH] Pte Ltd in July 2011 for a purchase price of \$1.5m. Both parties exercised the option to purchase.⁷⁴

⁷⁰ Don Ho Mun-Tuke's affidavit dated 20 July 2018 at pp 10, 66–67.

⁷¹ Don Ho Mun-Tuke's affidavit dated 20 July 2018 at p 31.

⁷² Don Ho Mun-Tuke's affidavit dated 20 July 2018 at p 70, para 10.1.

⁷³ NE 8 February 2019 at p 8.

⁷⁴ Husband's 2nd AAM at para 19; Wife's 1st AAM at pp 341–344.

57 The Wife elaborated that the Thomson Property was purchased using the sale proceeds of the VV Property, which the parties had jointly owned.⁷⁵ The VV Property was sold in December 2009 at \$1m.⁷⁶ The parties received a cash balance of \$325,834.90 from the sale, and \$74,036.64 and \$40,697.06 were respectively returned to the Husband's and the Wife's CPF accounts.⁷⁷ In June 2011, the parties used the balance of the sale proceeds in the sum of \$185,411.55 to purchase the Thomson Property.⁷⁸ The Wife submitted that this sum should be taken to be the parties' joint contribution to the Thomson Property.

58 According to the Husband, the parties purchased the VV Property in 2006 for \$738,000.00. As he made all the cash payments, the parties' direct contributions to the VV Property were in the ratio of 79:21 between him and the Wife.⁷⁹ Adopting this ratio of 79:21, he submitted at the AM hearing that the Wife's direct contribution to the acquisition of the Thomson Property, and consequently [IIH] Pte Ltd, would be \$39,455.58 (being 21% of \$185,411.55).⁸⁰ He took a different position in the Parties' Table of Direct Contributions, stating that the Wife made no direct contribution to the value of the shares in [IIH] Pte Ltd. However, no reasons were given for this change in position. In the circumstances, I think it is fair to consider the Wife's share of the sale proceeds of the VV Property to be her direct contribution to [IIH] Pte Ltd.

⁷⁵ WSS (amended) at paras 62(f), 62(g).

⁷⁶ Wife's 1st AAM at pp 10, 315.

⁷⁷ Wife's 1st AAM at pp 322, 323 326.

⁷⁸ Wife's 1st AAM at p 339; NE 8 February 2019 at p 9.

⁷⁹ Husband's 2nd AAM at para 16; NE 10 April 2019 at pp 3, 4; HWS at paras 15–16.

⁸⁰ NE 10 April 2019 at p 4.

59 Although I accept that the Husband made a larger CPF contribution (see above at [57]) towards the acquisition of the VV Property, as reflected by their respective CPF refunds after the sale of the VV Property, this is insufficient basis to conclude that the ratio of their direct contributions was 79:21 between the Husband and the Wife. As the Wife submitted, there was no evidence of the direct contributions to the VV Property.⁸¹ In the circumstances, I take into consideration the fact that the parties held the VV Property jointly and adopt the ratio of the parties' CPF contributions as a rough proxy of their direct contributions towards the acquisition of the VV Property.

60 I also do not have any information on the arrangement between the parties as to how the Thomson Property was to be purchased or the structure of [IIH] Pte Ltd. I find in broad strokes that 40% of the balance sale proceeds of the VV Property (\$74,164.62, being 40% of \$185,411.55) used to acquire the Thomson Property should be attributed to the Wife. The sum of \$74,164.62 is roughly equivalent to 5% of the \$1.5m purchase price of the Thomson Property. I find that the ratio of direct contributions towards the Thomson Property is 95:5 between the Husband and the Wife. Given that [IIH] Pte Ltd's business is centred around the management of the Thomson Property, I use the ratio of 95:5 to apportion the value of [IIH] Pte Ltd between the parties, and attribute those values as the parties' direct contributions. On this approach, I take the Wife to have directly contributed a sum of \$38,275.00 (being 5% of \$765,500.00) to the value of [IIH] Pte Ltd.

⁸¹ NE 10 April 2019 at p 5.

Summary of the parties' direct financial contributions

61 The ratio of direct financial contributions is 82:18 (in round figures) between the Husband and the Wife. The breakdown of their direct financial contributions is as follows:

S/No	Asset / Liability	Husband's direct contributions (\$)	Wife's direct contributions (\$)
Joint assets			
1	HDB Flat	388,914.00	141,086.00
Wife's assets			
2	Private Property	960,627.71	418,395.70
3	CPF account	-	132,593.20
4	POSB Savings Account No -1899	-	405.10
5	Sale proceeds of Toyota motor vehicle	-	18,000.00
Husband's assets			
6	CPF account	343,840.59	-
7	Mercedes motor vehicle	144,552.79	-
8	DBS Savings Account No - 4947 (as at 28 February 2017)	3,266.92	-
9	30,000 shares in [ER] Pte Ltd	0.00	-
10	30,000 shares in [GAE] Pte Ltd	89,000.00	-

S/No	Asset / Liability	Husband's direct contributions (\$)	Wife's direct contributions (\$)
11	20,000 shares in [IIH] Pte Ltd	727,225.00	38,275.00
12	20,000 shares in [CE] Pte Ltd	0.00	-
13	42,000 shares in [AMI] Pte Ltd	538,000.00	-
14	90,000 shares in [AT] Pte Ltd	462,500.00	-
Wife's liabilities			
15	Citibank Mastercard Account No -4049; UOB Account No -5807; POSB Card Account No -1899	-	(11,716.31)
Husband's liabilities			
16	OCBC Bank Accounts; OCBC Bank EasiCredit Account No -3001; Citibank Ready Credit Account No -4001; UOB Credit Cards; UOB CashPlus Account No -4834; ANZ Card No -9912	(196,332.87)	-
	Total direct contributions to the matrimonial pool	3,461,594.14 (82%)	737,038.69 (18%)

Step 2: Indirect contributions

62 Both parties disputed the extent of the indirect contributions made by the other party during the marriage. While the Husband submitted that their indirect contributions were equal, the Wife submitted that the ratio of indirect contributions should be 30:70 between the Husband and her.⁸²

63 The Husband was responsible for much of the indirect financial contributions. It was not disputed that he was the primary breadwinner and shouldered the family's household expenses during the course of the marriage. I also accept that he was present in the Children's lives, spent time ferrying them to school and other activities, and brought the family on holidays.⁸³

64 For her part, the Wife submitted that she was the main caregiver of the three Children.⁸⁴ She also submitted that the Husband stopped financially supporting her and the Children as readily from 2016 onwards. This caused her to face financial difficulties in ensuring the timely payment of the Children's school fees and other expenses, and renovation and mortgage loan payments for the Private Property. She sold her motor vehicle, borrowed money from her mother and surrendered her insurance policies during this period in order to meet the household's financial needs.⁸⁵ The Husband did not address these claims in his submissions.

⁸² JSRI at p 11.

⁸³ Husband's 1st AAM at para 22; HWS at paras 38–39.

⁸⁴ WSS (amended) at paras 62(a)–62(e).

⁸⁵ WSS (amended) at paras 62(e), 63(b)–63(e); Wife's 1st AAM at pp 11–14.

65 In addition, the Wife submitted that she provided a loan of \$105,000.00 to the Husband around 18 April 2013.⁸⁶ I agree with the Husband⁸⁷ that there is insufficient evidence to support a finding that such a loan was made. Likewise, although the Wife claimed to make indirect contributions to [IIH] Pte Ltd in her capacity as a director of the company, the Husband disputed her involvement on the basis that she was only a nominee director.⁸⁸ I agree with the Husband that there is no evidence that the Wife played a significant role in the company.

66 The Husband argued that the Wife's indirect contributions were limited by the fact that she worked full-time and was assisted in her household chores by a domestic helper.⁸⁹ I disagree with this submission, which in my view fails to award due recognition to the Wife's homemaking and parenting efforts. In this regard, I echo the Court of Appeal's statements in *ANJ* at [17] and [24]:

17 ... [M]utual respect must be accorded for spousal contributions, whether in the economic or homemaking spheres, *as both roles are equally fundamental* to the well-being of a marital partnership (*NK v NL* [2007] 3 SLR(R) 743 at [41]).

...

...

24 ... Contributions in the form of parenting, homemaking and husbandry, by their very nature, are incapable of being reduced into monetary terms. ... What values to give to the indirect contributions of the parties is necessarily a matter of impression and judgment of the court. In most homes, even in a home where both the spouses are working full time, in the absence of concrete evidence it is more likely than not that ordinarily the wife will be the party who renders greater indirect contributions. ... What values to attribute to each spouse in relation to indirect contributions would be a matter of

⁸⁶ WSS (amended) at para 62(c).

⁸⁷ HWS at para 47.

⁸⁸ NE 10 April 2019 at pp 3, 5,

⁸⁹ HWS at para 40.

assessment for the court and in that regard broad strokes would have to be the order of the day.

[emphasis in original]

67 Indeed, I find that the Wife’s indirect contributions are all the greater given that she worked full-time whilst being primarily responsible for the Children’s upbringing. Her engagement of domestic help also did not detract from her indirect contributions. As the Court of Appeal recognised in *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 at [20], the managerial role of a wife in ensuring the smooth running of a household is at least as essential and important as the direct performance of the chores itself, especially where the wife personally took care of the needs of the children while holding down a regular full-time job. In that case, the Court of Appeal held that the wife should be accorded the credit due to her for managing the household and looking after her two children all while holding down a regular full-time job. I take the same approach here.

68 This was a marriage that lasted almost 19 years, during which the parties raised three Children together. The Husband through his businesses provided financially for the family. The Wife was the primary homemaker, managing the household and raising the Children while juggling a full-time career throughout. Her contributions in this regard also allowed the Husband to dedicate himself to his work and to amass much of the matrimonial assets. I also accept the Wife’s submissions that the Husband did not financially support her and the Children as readily from 2016 onwards. Weighing all these factors and exercising my discretion in broad strokes, I am of the view that a ratio of indirect contributions of 35:65 between the Husband and the Wife is just and equitable.

Step 3: Average ratio

69 The average ratio of the direct and indirect contributions between the Husband and the Wife is 58.5:41.5.

	Husband (%)	Wife (%)
Direct contributions	82	18
Indirect contributions	35	65
Average ratio	58.5	41.5

70 In *ANJ* at [27], the Court of Appeal held that the average ratio may be shifted to take into account, *inter alia*, the length of the marriage, the size of the matrimonial assets and its constituents, and the extent and nature of the indirect contributions.

71 The Husband submitted that the average ratio should be shifted to 75:25 in his favour in recognition of his greater contribution towards the accumulation of the parties' wealth.⁹⁰ The Wife in turn submitted that the average ratio should be shifted to 20:80 between the Husband and her, taking into account the length of the marriage; the greater weight that should be placed on their indirect contributions; the failure of the Joint Valuation Report to accurately value the Husband's shares in the six companies; and the adverse inferences to be drawn against the Husband.⁹¹

72 I am not minded in the circumstances to adjust the average ratio that has been reached. The importance of each of the factors has been duly accounted

⁹⁰ HSS at para 26.

⁹¹ WSS (amended) at paras 69–70.

for in the *ANJ* approach. The Wife's allegations that the Joint Valuation Report was inaccurate and that an adverse inference should be drawn against the Husband have also been extensively dealt with above.

Apportionment of the matrimonial assets

73 The total value of the matrimonial pool is \$4,198,632.83 (see [36] above). Applying a distribution ratio of 58.5:41.5, the Husband's and Wife's shares of the matrimonial pool respectively translate to \$2,456,200.21 and \$1,742,432.62. After deducting the assets held by the Wife (\$1,530,021.71, see above at [36]), \$212,410.91 remains payable to her. I set a timeframe of six months for the Husband to make the necessary transfers, which is to take into consideration how the HDB Flat, which is in their joint names, will be dealt with and accounted for.

74 I note that the Wife would like to have both the HDB flat and the Private Property sold.⁹² I order that the parties should retain the assets in their names, so as to minimise transaction costs. I leave it to the parties to decide between themselves if the immovable properties in their names should be sold. It follows that the Wife will take over the mortgage loan payments for the Private Property from the date of this judgment until its eventual sale (if any).

75 Finally, the Wife sought a half share of the Thomson Property and half of the Husband's shares in [AMI] Pte Ltd.⁹³ I do not grant this order. There is no evidence that the Wife was involved in the running and operations of this

⁹² WSS (amended) at paras 15(a) and 15(b).

⁹³ WSS (amended) at para 15(d).

company. It is not in the interests of fairness and justice to require the Husband to give up his shareholding and control of the company.

Maintenance for the Children

76 I now consider the appropriate maintenance orders for the Children pursuant to my jurisdiction under s 127(1) read with ss 68 and 69(4) of the Women's Charter.

77 The interim maintenance order (see above at [7]) requires the Husband to pay \$300.00 per month in maintenance for each of the Children, and to bear the Children's expenses in relation to their school fees; tuition fees; education-related books; stationery; school uniforms; groceries; and transport.

78 The Husband has agreed to pay for the elder two Children's overseas university tuition fees and accommodation costs, which he calculates to respectively amount to \$40,488.35 and \$40,223.75 per year for the eldest and middle Child.⁹⁴ He proposed that the terms of the interim maintenance order be maintained in respect of the youngest Child. As he would bear the bulk of the elder Children's educational expenses under this arrangement, the Wife should bear their day-to-day expenses.⁹⁵

79 The Wife submitted that the Husband should pay a lump sum maintenance of \$920,643.60 for the Children's maintenance. This sum included the overseas expenses of each of the elder Children as follows:⁹⁶

⁹⁴ HSS at para 28.

⁹⁵ HWS at paras 58–61.

⁹⁶ WSS (amended) at paras 110, 112.

- (a) \$33,567.69 per year for university tuition fees;
- (b) \$22,011.60 for food and accommodation costs; and
- (c) \$500.00 allowance per month.

She sought a lump sum maintenance payment on the basis that the Husband has defaulted on the Children's maintenance in the past.⁹⁷

80 In *ANH v ANI* [2019] SGHC 170, the High Court considered the appropriate quantum of maintenance that should be ordered in relation to a child who had just enrolled in an Australian university. The mother estimated her daughter's tuition fees and accommodation costs to amount to approximately S\$57,600.00 per annum, and submitted that the husband should bear these expenses singlehandedly. The High Court took into account the fact that the father had a new family, that he earned S\$500,000.00 per annum, that the mother earned S\$233,000.00 per annum and that her estimate of costs of S\$57,600.00 per annum appeared too high. The father was ordered to contribute S\$35,000.00 per annum, with the balance to be borne by the mother: at [9].

81 In the present case, I do not find the Wife's submissions to be reasonable. The focus of the court's inquiry in considering the issue of maintenance for the child is the financial needs of the child, and the overriding objective is that the welfare of the child must be safeguarded and adequate provision made for his or her upkeep: *AUA v ATZ* [2016] 4 SLR 674 at [48]. In this assessment, the court in ordering maintenance must also take into account a former husband's financial resources: see the Court of Appeal's statements in

⁹⁷ WSS (amended) at para 123.

AXM v AXO [2014] 2 SLR 705 at [36], in the context of ordering that the final maintenance order should account for the husband's depleted resources due to his maintenance obligations under the earlier interim maintenance order. The Wife's proposed order for lump sum maintenance would amount to more than a third of the Husband's share of the matrimonial pool post-division.

82 I also do not agree that the Husband has a proven history of failing to pay maintenance. The enforcement proceedings that were previously taken up did not concern the Husband's reluctance or inability to pay maintenance. They arose more from the parties' dispute as to whether the expenses claimed by the Wife were properly incurred within the scope of the interim maintenance order. I also bear in mind that the Husband's stated salary is approximately \$110,000.00 per annum.

83 I am heartened by the Husband's expressed willingness to bear the full costs of his elder two Children's tertiary education overseas. In the circumstances, I order that he is to make full contributions to the two elder Children's tuition fees and accommodation costs and to provide them with a monthly maintenance of \$300.00. This order is effective until the elder two Children graduate from university, and is subject to variation in the event of changes to the computation of their fees. The terms of the interim maintenance order shall continue to apply in relation to the youngest Child. The Wife is to bear the balance of any outstanding expenses incurred in the Children's upbringing.

Maintenance for the Wife

84 Maintenance ordered pursuant to s 114 of the Women's Charter endeavours to place the parties in the financial position they would have been in if the marriage had not broken down. The court will take into account a wife's

share of the matrimonial assets upon division when assessing the appropriate quantum of maintenance to be ordered: *ATE v ATD and another appeal* [2016] SGCA 2 at [31]–[33].

85 The Wife deposed that she is presently employed as a clerk in her brother’s company and earns a monthly salary of \$1,700.00.⁹⁸ She revised this salary figure to \$1,360.00 in the JSRI.⁹⁹ She sought a lump sum maintenance of \$4,256,684.40.¹⁰⁰

86 The Husband submitted that no maintenance should be ordered as, *inter alia*, the Wife is capable of maintaining herself and is under-declaring her income. Furthermore, an order for lump sum maintenance would be financially crippling, given that he is to bear the costs of the two elder Children’s overseas university education.¹⁰¹ In the alternative, if maintenance for the Wife were to be ordered, he submitted that the court should only order such maintenance as to allow the Wife to weather the transition of the divorce: see *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [63]. He proposed an order for lump sum maintenance of \$12,000.00 (based on a multiplicand of \$500.00 and a multiplier of two years).¹⁰²

87 As with the Wife’s submission in relation to the maintenance for the Children, her submission on the issue of her maintenance is not reasonable. The

⁹⁸ Wife’s 2nd AAM at para 32.

⁹⁹ JSRI at p 1.

¹⁰⁰ JSRI at p 3.

¹⁰¹ HWS at paras 62–70.

¹⁰² HWS at paras 74, 75.

maintenance she sought exceeds the size of the matrimonial pool. I bear in mind that she is 43 years old this year, and has been working throughout the marriage.

88 On the other hand, the Husband bore most of the household's financial responsibilities during the marriage and the mortgage loan payments for the Private Property (amounting to around \$5,600.00 per month), which the Wife will have to take over from the date of this judgment. The transfers pursuant to the division of assets will also take some time to be effected. In addition, a significant proportion of the Wife's share of the matrimonial pool is illiquid, being in the form of the Private Property. While it appears that the Wife intends to sell the Private Property on the open market, she will not be able to immediately realise its value.

89 In my view, it would be fair for the Husband to pay monthly maintenance of \$3,000.00 to the Wife for a period of six months until her full share of the matrimonial pool is transferred to her, and to pay \$1,500.00 in monthly maintenance for the subsequent six months. This would result in an aggregate payment of \$27,000.00 of maintenance to the Wife over a period of 12 months.

Other matters

90 The Wife sought the Husband's payment of outstanding maintenance arrears.¹⁰³ Maintenance arrears incurred after the IJ date should be given effect to post-division of assets, by increasing any sum payable by the Husband: see *UAP v UAQ* [2018] 3 SLR 319 at [56] and [86].

¹⁰³ WSS (amended) at paras 15(h) and 128; NE 10 April 2019 at p 7.

91 The Wife accepted by a letter dated 29 April 2019 from her solicitors that the Husband owes no maintenance arrears in respect of the Children. However, she argued that he owed maintenance arrears in respect of a \$4,000.00 monthly salary that she was meant to receive from December 2016 for working at [CE] Pte Ltd (see above at [8]).

92 For reference, the relevant clause in the interim maintenance order reads:

3. [Wife] will commence employment with [CE] Pte Ltd ([Husband's] Company) on the 3rd January 2017 and will be paid a monthly salary of \$4,000.00.

The Family Court observed on 4 April 2018 that the payment of the Wife's salary was not enforceable as part of a maintenance order.¹⁰⁴ The Family Court's order for enforcement was limited to the Husband's payment of maintenance arrears in respect of the Children's expenses.¹⁰⁵ The Wife did not appeal against this order. In any event, I agree with the District Judge that salary that is paid as remuneration for work done does not constitute interim maintenance. I find that there are no maintenance arrears still outstanding, and no orders will be made in this regard. Any claim on unpaid salaries would have to be made at the appropriate forum.

93 Separately, the Husband sought payment by the Wife of half of DHA+'s fees and expenses in preparing the Joint Valuation Report.¹⁰⁶ He submitted that the cost of the joint valuation amounted to \$13,904.40.¹⁰⁷ I note that the Family Court's direction to the parties to conduct a joint valuation was made after the

¹⁰⁴ NE for MSS No 801885 of 2017 (4 April 2018) at p 1.

¹⁰⁵ EMO No 452 of 2018.

¹⁰⁶ HSS at para 11.

¹⁰⁷ HSS at Appendix A.

Husband failed to comply with the court's directions in relation to valuation of his shares in the six companies. This also caused an unnecessary delay in the proceedings. Taking the Husband's conduct into account, I order that he should bear DHA+'s costs in full.

Conclusion

94 For the reasons above, I make the following orders:

- (a) The pool of matrimonial assets is divided 58.5:41.5 between the Husband and the Wife.
- (b) The Husband is to transfer \$212,410.91 to the Wife within six months from the date of this judgment.
- (c) The parties are to retain the assets in their own names. No orders are made in relation to the HDB Flat, the Private Property and the Husband's shares in [IIH] Pte Ltd.
- (d) Regarding maintenance for the Children:
 - (i) The Husband is to pay monthly maintenance of \$300.00 for each child.
 - (ii) The Husband is to bear the full tuition fees and accommodation costs of the two elder Children's tertiary education.
 - (iii) The terms of the interim maintenance order will continue to apply in respect of the youngest Child.
- (e) Maintenance for the Wife is ordered in the quantum of:

- (i) \$3,000.00 per month for six months, to commence the date of this judgment; and
- (ii) \$1,500.00 per month for six months, to commence six months after the date of this judgment.

95 I encourage parties to agree on costs, failing which they are to file and exchange submissions on the issue of costs (limited to ten pages excluding exhibits and case authorities) within 21 days from the date of this judgment.

Tan Puay Boon
Judicial Commissioner

Bhaskaran Shamkumar and Irfan Nasrulhaq Bin Hamdan (APAC
Law Corporation) for the plaintiff;
Quek Seng Soon Winston and Gan Guo Bin (Winston Quek &
Company) for the first defendant.
