

(1) This judgment DOES need redaction.

(2) Redaction HAS been done.

Guy Ghazali
District Judge
30 October 2018

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2018] SGFC 98

FC/D 2346/2017
HCF/DCA 81/2018

Between

UOY

... Plaintiff

And

UOZ

... Defendant

GROUND OF DECISION

[Ancillary matters]

Between

UOY

... Plaintiff

And

UOZ

... Defendant

[2018] SGFC 98

Family Justice Courts – FC/D 2346/2017

District Judge Guy Ghazali
12 July 2018; 1 August 2018

30 October 2018

District Judge Guy Ghazali:

Introduction

1. Parties, in this case, had been married for 31 years at the time of the granting of the Interim Judgment. They married on 28 April 1986. The Interim Judgment was granted on 10 October 2017. The Plaintiff (hereinafter referred to as “the Wife”) is 57 years of age while the Defendant (“hereinafter referred to as “the Husband”) is 61 years of age.

2. They adopted a child sometime in late 1999 or early 2000. The child, a son, is 20 years old.

3. Issues of custody, care and control and access of the child have been agreed in the Interim Judgment. Pursuant to the agreed terms, parties have joint custody of the child. The Husband has sole care and control of the child with liberal access to the Wife.

4. At the ancillary matters hearing, parties have also agreed that the Defendant shall solely maintain the child.

5. In the circumstances, the ancillary issues that were left for determination were the division of the matrimonial assets and maintenance of the Wife.

6. Given the length of the marriage, which spanned 31 years, one may expect the Wife to receive equal division or close to equal division of the matrimonial assets.

7. However, for reasons that I will explain later, I am of the view that on the facts of this case, an equal division or close to equal division is not appropriate and will not lead to a “just and equitable” outcome as required under section 112 of the Women’s Charter (Cap. 353). It must be remembered that the length of the marriage is only one factor that the court considers. Ultimately, each case turns on its own facts.

8. Having considered the evidence in this case, I made the following orders.

(1) The Wife shall transfer her interest, title and share in the matrimonial flat at [address redacted] to the Husband within three months from the date of this order upon the Husband paying to the Wife a sum of

\$40,360. The Wife shall make the requisite refund into her CPF account from this sum of \$40,360.

- (2) In the event that the transfer is not effected within three months, the matrimonial flat shall be sold in the open market within six months thereafter and the proceeds of sale less costs and expenses related to the sale shall be distributed in the following manner:

- (i) \$40,360 shall be paid to the Wife;
- (ii) the balance sum shall be retained by the Husband.

Parties shall make the requisite refund into their respective CPF accounts from their share of the net sale proceeds. For the avoidance of doubt, parties shall have joint conduct of sale.

- (3) Save as set out above, parties shall retain assets in their respective names.
- (4) The Registrar or Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign, or indorse all necessary documents relating to matters contained in this order on behalf of either party should either party fail to do so within 14 days of written request being made to the party.
- (5) There shall be no maintenance for the Wife.
- (6) By consent, the Husband shall solely maintain the child.
- (7) No order as to costs.

9. Dissatisfied with the above outcome, the Wife filed an appeal against the whole of my orders. In these grounds of decision, I will set out the reasons for my orders. However, before I do that, I wish to raise two preliminary observations in respect of the Notice of Appeal that was filed by the Wife.

10. In the Wife's Notice of Appeal, the Wife states that she is appealing against, among other things, the by consent order requiring the Husband to solely maintain the child. It is unclear whether this appeal item was inserted intentionally or whether it was an oversight. If it is the Wife's intention to appeal against the by consent order, is it the Wife's position that she should be contributing towards the child's maintenance notwithstanding that parties have agreed for the Husband to solely maintain the child? Be that as it may, given that this order was made by the consent of the parties, I will not elaborate further on this issue in the present grounds of decision. I would however urge the exercise of greater care in the preparation of notices of appeal so that they will accurately reflect the orders that are intended to be the subject of appeal.

11. In the interest of clarity, I would also point out that the order of court that was extracted by the parties included an additional order, which reads, "no order made on paragraphs 7(e) and 7(f) of the Statement of Claim". This is an inaccurate representation of the orders made at the ancillary matters hearing as there was no such additional order made. Paragraph 7(e) of the Statement of Claim relates to the Wife's claim for maintenance. The order at [8(5)] above deals with this prayer. Paragraph 7(f) of the Statement of Claim relates to the Wife's claim for costs. Whilst no order for costs was made, this order is already reflected in the order at [8(7)] above. I consider it relevant to highlight the foregoing as this is one of the orders that the Wife is appealing against.

Parties' direct financial contributions

12. In determining the pool of matrimonial assets, I have applied the operative date as the date of the Interim Judgment. In this regard, neither party has submitted on an alternative operative date. In fact, when asked for their submissions on the operative date, both Counsel opted to not make submissions.

(i) Matrimonial home

13. The matrimonial home is fully paid up. Parties have agreed to fix the value of the matrimonial home at \$665,000.¹

14. In the Wife's Counsel's written submissions, the Wife claims to have contributed a cash sum of \$89,500 towards the matrimonial home, in addition to contributions made by way of her Central Provident Fund (CPF) account.² This sum of \$89,500 is suggested to represent the Wife's share of sale proceeds from parties' previous matrimonial home. However, no such assertion was made in the Wife's affidavits.

15. The Husband disputes that the Wife has made such cash contribution. The Husband contends that parties had used only their CPF funds towards the purchase of the matrimonial home. The Husband's Counsel further points out that the total CPF funds used by the parties towards the purchase of the matrimonial home exceed \$239,500, which the Wife's Counsel submits to be

¹ Page 9 of the Notes of Evidence.

² Paragraph 4(c) of the document entitled "Plaintiff's Submission" at page 3.

the purchase price of the matrimonial home (again, this information on the purchase price is not in any of the Wife's affidavits).³

16. Having heard both parties, I have not included the Wife's alleged cash contribution of \$89,500. Significantly, the Wife has not made any such averment in her affidavits. Quite apart from the absence of factual averment on affidavit, there is also no document or evidence that supports such claim. I have therefore taken into account parties' CPF contributions only.

17. The CPF funds (principal only) used by the parties towards the purchase of the matrimonial home are agreed to be as follows:

	Wife	Husband
Total: \$250,935.68	\$13,104.65	\$237,831.03
Ratio	5% (rounded off)	95% (rounded off)

18. For completeness, I would add that the Husband previously took the position that he contributed \$60,000 towards renovations. The Husband subsequently withdrew this claim and clarified that the renovations were carried out on the previous matrimonial home and not the existing matrimonial home.⁴

(ii) Other matrimonial assets

Husband's assets

19. The Husband's assets are agreed and are as set out below.⁵

³ Page 10 of the Notes of Evidence.

⁴ Ibid.

<u>S/N</u>	<u>Assets in Husband's name</u>	<u>Wife's Direct Financial Contributions</u>	<u>Husband's Direct Financial Contributions</u>
1.	UOB Bank Account of [XX] Engineering & Trading No. xxx-xxx-x66-6	Nil	\$15,608.32
2.	UOB Account No. xxx-xxx-x70-8	Nil	\$17,734.96
3.	UOB Account of No. xxx-xxx-x51-0	Nil	\$0.00
4.	DBS Account No. xxx-x-xxx304	Nil	\$28,941.42
5.	CDP Account No. xxxx-xxxx-x790	Nil	\$58,965.00
6.	Nissan Latio (car)	Nil	\$24,800.00
7.	DLA CB Insurance Policy No. xxxxx991	Nil	\$70,500.00
8.	WILLAP Insurance Policy No. xxxxxxx322	Nil	\$71,790.00
9.	i. CPF Ordinary Account - \$24,876.79 ii. CPF Special Account - \$29,328.18 iii. CPF Medisave Account - \$48,004.78 iv. CPF Retirement Account - \$100,312.28 Total CPF - \$202,522.03	Nil	\$202,522.03
	Total: \$490,861.73	Nil	\$490,861.73

Wife's assets

⁵ Paragraph 39 of the document entitled "Defendant's Submissions" at page 19. See also, page 4 of the Notes of Evidence.

20. As for the Wife's assets, these can be broadly divided into three categories of assets.

21. The first category involves assets declared by the Wife in the Wife's Affidavit of Means and these assets are not in dispute. These assets are set out below.

<u>S/N</u>	<u>Assets in Wife's name</u>	<u>Wife's Direct Financial Contributions</u>	<u>Husband's Direct Financial Contributions</u>
1.	UOB Account No. xxx-xxx-451-3	\$113.66	Nil
2.	i. CPF Ordinary Account - \$4,970.92 ii. CPF Special Account - \$1,647.24 iii. CPF Medisave Account - \$31,911.20 iv. CPF Retirement Account - \$44,861.64 Total CPF: \$83,391	\$83,391.00	Nil
	Total: \$83,504.66	\$83,504.66	Nil

22. The second category relates to assets which the Husband claims to be owned by the Wife. The existence of these assets was raised by the Husband in the Husband's Affidavit of Means. The Wife, despite filing a reply affidavit to the Husband's Affidavit of Means, did not address these assets in her reply. A list of these assets is set out below:⁶

- i. POSB Account No. xxx-x5100-1 in the joint names of the Wife and the child;
- ii. POSB Account No. xxx-x9710-1 in the Wife's sole name;
- iii. Great Eastern Greatlink Growth Plan Policy No. xxxxxx1241;
- iv. Great Link Growth policy number xxxx4678;
- v. ULA-UOB LA Insurance Maxi Dollars Policy No. xxxxx8093;
- vi. AIA Policy No. Hxxxxx5872;
- vii. Unknown Policy No. Hxxxxx5885;
- viii. AIA Policy No. Uxxxxx5594
- ix. Prudential Policy No. xxxx6935
- x. SGX Securities Account No. xxxx-xxxx-7847;
- xi. Dividends received from SGX Securities Account No. xxxx-xxxx-7847;

POSB Account No. xxx-x5100-1

23. In the Husband's Affidavit of Means, the Husband exhibited a copy of a bank statement dated 12 March 2011 in relation to the abovementioned account, showing a bank balance of \$278.18 as at 28 February 2011.⁷ The bank statement shows that the account is a POSTKIDS account held in the joint names of the Wife and the child.

24. I have not included this item in the matrimonial pool as the statement that was produced by the Husband is dated 12 March 2011 and there is no evidence to suggest that this account remains in existence. In any event, this account is held with the child.

⁶ Paragraph 35 of the document entitled "Defendant's Submissions" at page 17. See also, page 8 of the Notes of Evidence.

⁷ Page 49 of the Husband's affidavit dated 16 January 2018.

POSB Account No. xxx-x9710-1

25. In the Husband's Affidavit of Means, the Husband exhibited a copy of a bank statement dated 12 February 2011 in relation to the abovementioned account, showing the name of the Wife as the sole holder and a bank balance of \$137.75 as at 10 February 2011.⁸

26. I have not included this item in the matrimonial pool as the statement that was produced by the Husband is dated 12 February 2011 and there is no evidence to suggest that this account remains in existence.

Great Eastern Greatlink Growth Plan Policy No. xxxxxx1241

27. This policy has a value of \$18,327.79 as at 18 August 2017.⁹ I have included this item in the matrimonial pool.

28. Although this policy commenced on 10 April 2006, at a time when the Wife was not working and was receiving allowance from the Husband, I have attributed the direct financial contribution towards this asset to the Wife, as the documents show that this policy is being paid by the Wife's CPF Ordinary Account.¹⁰

Great Link Growth policy number xxxx4678

29. The Husband has produced in his Affidavit of Means a handwritten record (it is not clear whose handwriting this is) enumerating, among other

⁸ Page 51 of the Husband's affidavit dated 16 January 2018.

⁹ Page 33 of the Husband's affidavit dated 16 May 2018.

¹⁰ Ibid.

things, the above-mentioned policy, which is described as “GreatLink Growth Special A/C – CPF SA \$35,000”. The handwritten record also states the policy’s “DOC” (which, presumably, refers to the date of commencement of the policy) as 14 February 2001.¹¹

30. I have not included this item in the matrimonial pool as the Husband has not provided satisfactory evidence to show that this policy existed or still exists.

31. Be that as it may, I note that the Wife did not address this alleged asset in her reply affidavit.

ULA-UOB LA Insurance Maxi Dollars Policy No. xxxxx8093

32. The Husband has produced a document pertaining to this policy showing its maturity date as 10 August 2010.¹² Given that the document suggests that this policy would have already matured in 2010, I have not included this item in the matrimonial pool as there is no evidence to show that this item (either in the form of a policy or the form of matured funds or otherwise) is still in existence. However, as is the case in respect of the Great Link Growth policy number xxxx4678, I note that the Wife has made no attempt to address this asset in her reply affidavit.

AIA Policy No. Hxxxxx5872

¹¹ Page 56 of the Husband’s affidavit dated 16 January 2018.

¹² Page 64 of the Husband’s affidavit dated 16 January 2018.

33. The Husband has produced, among other things, a premium notice reminder dated 29 December 2016 with regard to the annual renewal of the above-mentioned policy.¹³

34. I am satisfied that this asset is a matrimonial asset. However, I take judicial notice that this is a hospitalisation insurance policy and has no cash value.

Unknown Policy No. Hxxxxx5885

35. The Husband claims that the Wife owns the above-mentioned policy.¹⁴ The Husband has not produced any evidence substantiating this position. In the circumstances, I have not included this item in the matrimonial pool. In any event, this too is a hospitalisation insurance policy and would not have any cash value, even if it exists.

AIA Policy No. Uxxxxx5594

36. The Husband has produced a letter dated 16 March 2018 from AIA Singapore with regard to the above-mentioned policy.¹⁵ This letter shows that the policy has a surrender value of \$17,299.70 as at 16 March 2018. I further note from the same letter that the effective date of the policy is 15 March 2013.

¹³ Pages 71 to 73 of the Husband's affidavit dated 16 January 2018.

¹⁴ Page 3 (item 14) of the Husband's affidavit dated 16 January 2018.

¹⁵ Pages 26 and 27 of the Husband's affidavit dated 16 May 2018.

37. I have included this asset in the pool of matrimonial assets and adopted the value of \$17,299.70. I have allocated the direct financial contribution to the Wife as this policy commenced at a time when the Wife was no longer receiving funds from the Husband (she stopped receiving money from the Husband sometime in 2010). Further, this policy is described as “AIA Asset Builder (OA)” which suggests that this policy is being paid by way of the Wife’s CPF Ordinary Account.

Prudential Policy No. xxxx6935

38. The Husband has produced a statement of account dated 31 March 2017 relating to the above-mentioned policy showing the value of the policy as \$14,493.96 as at 30 March 2017.¹⁶ Although this policy commenced on 31 March 2008, at a time when the Wife was not working and was receiving allowance from the Husband, I have attributed the direct financial contribution towards this asset to the Wife, as the statement shows that this policy is a “CPFIS-SA” account, which is a CPF investment scheme using funds in the Wife’s CPF Special Account.

SGX Securities Account No. xxxx-xxxx-7847 and dividends received from the said account

39. The Husband produced an account statement dated 31 December 2017 showing the value of this account as \$684.30 and the total dividends paid out in 2017 as \$33.25.¹⁷ I have included these amounts in the pool of matrimonial assets.

¹⁶ Page 79 of the Husband’s affidavit dated 16 January 2018.

¹⁷ Pages 24 and 25 of the Husband’s affidavit dated 16 May 2018.

40. In summary, a list of the Wife's assets that have been brought into the matrimonial pool from the second category of assets is set out below.

<u>S/N</u>	<u>Assets in Wife's name</u>	<u>Wife's Direct Financial Contributions</u>	<u>Husband's Direct Financial Contributions</u>
1.	Great Eastern Greatlink Growth Plan Policy No. xxxxxx1241	\$18,327.79	Nil
2.	AIA Policy No. Hxxxxx5872 (nil value)	Nil	Nil
3.	AIA Policy No. Uxxxxx5594	\$17,299.70	Nil
4.	Prudential Policy No. xxxx6935	\$14,493.96	Nil
5.	i. SGX Securities Account No. xxxx-xxxx-7847 ii. Dividends received from the said account	\$684.30 \$33.25	Nil
	Total: \$50,839.00	\$50,839.00	Nil

41. I now move to the third category of assets, namely, insurance policies that were held by the Wife in her name, which had matured or had been surrendered:

- i. Prudential Policy Number xxxx4951 – \$92,877.12 matured on 27 December 2006;¹⁸

¹⁸ Page 12 of the Wife's affidavit dated 28 May 2018.

- ii. Prudential Policy Number xxxx5829 – \$426,915.80 matured on 10 August 2010;¹⁹
- iii. Prudential Policy Number SQ/xxxxx1227-R – \$5,059.33 received upon surrender of policy on or about 4 February 2010;²⁰
- iv. Prudential Policy Number SQ/xxxxx0862-C – \$98,890.96 received upon surrender of policy on or about 19 May 2010;²¹
- v. Prudential Policy Number SQ/xxxxx8117-E – \$96,529.17 received upon surrender of policy on or about 28 June 2010;²²
- vi. Prudential Policy Number xxxx6442 – \$370,489.00 received on or around 8 October 2010, which appears to be reimbursement of premium paid for a policy which was “cancelled from inception”;²³
- vii. Great Eastern Policy Number xxxxxx5314 – \$15,136.80 received upon surrender of policy on or around 7 August 2013;²⁴
- viii. Great Eastern Policy Number xxxxxx5544 – \$21,640.79 received upon surrender of policy on or about 7 August 2013;²⁵
- ix. Great Eastern Policy Number xxxxxx0983 – \$14,936.79 received upon surrender of policy on or about 7 August 2013;²⁶
- x. NTUC Income Policy Number xxxxxx4032 – \$15,412.85 received upon surrender of policy on or about 16 August 2016;²⁷

¹⁹ Ibid.

²⁰ Page 18 of the Wife’s affidavit dated 28 May 2018.

²¹ Page 23 of the Wife’s affidavit dated 28 May 2018.

²² Pages 29 and 31 of the Wife’s affidavit dated 28 May 2018.

²³ Pages 34 and 36 of the Wife’s affidavit dated 28 May 2018.

²⁴ Page 44 of the Wife’s affidavit dated 28 May 2018.

²⁵ Page 45 of the Wife’s affidavit dated 28 May 2018.

²⁶ Page 46 of the Wife’s affidavit dated 28 May 2018.

²⁷ Page 47 of the Wife’s affidavit dated 28 May 2018.

- xi. NTUC Income Policy Number xxxxxx8220 – \$4,257.83 received upon surrender of policy on or about 14 June 2006;²⁸ and
- xii. NTUC Income Policy Number xxxxxx5048 –\$121,666.67 received upon surrender of policy on or about 14 March 2010.²⁹

42. The above sums amount to \$1,283,813.11.

43. According to the Wife, these policies were liquidated as the Husband had demanded her to do so as he was in need of money and most of these monies were transferred to the Husband except for a small portion which was used by the Wife on holidays with their son.³⁰

44. Except for a single handwritten annotation found on the Surrender Discharge Voucher for Great Eastern Policy Number xxxxxx5314 (see item 41(vii) above) suggesting that monies were transferred to the Husband two days after they were credited into her UOB account,³¹ the Wife has not provided any evidence (such as her bank statements) to show that these amounts were transferred to the Husband. No explanation was given as to why the Wife did not or was unable to provide supporting documents even though she had surrendered one of her policies as recent as 16 August 2017.

45. In my view, it is entirely within the Wife’s ability or power to obtain documents such as her own bank statements to support her claim that these monies were transferred to the Husband. In this regard, I note that the total

²⁸ Page 48 of the Wife’s affidavit dated 28 May 2018.

²⁹ Page 49 of the Wife’s affidavit dated 28 May 2018.

³⁰ Paragraphs 4 and 5 of the Wife’s affidavit dated 28 May 2018.

³¹ Page 44 of the Wife’s affidavit dated 28 May 2018.

sum involved of \$1,283,813.11 is not an insignificant amount. In fact, it is almost the entire value of the existing matrimonial pool, which stands at \$1,290,205.39.

46. Apart from the insurance policies, the Husband also alleges that from the mid-1990s until 2010, the Husband handed to the Wife an aggregate sum of about \$1.6 million, meant to be saved up for parties' retirement and for the child. However, the Wife has not been able to account to the Husband as to how these monies had been used or what has become of them.³²

47. I am not including this aggregate sum of \$1.6 million in the matrimonial pool or dealing with it as a separate item but would take into consideration that this was likely the source of funds that enabled the Wife to acquire her various insurance policies given that she was not working at that time.

48. For ease of reference, a list of all the assets in the matrimonial pool is set out below:

<u>S/N</u>	<u>Asset in joint names</u>	<u>Wife's Direct Financial Contributions</u>	<u>Husband's Direct Financial Contributions</u>
1.	Matrimonial flat – fully paid up (Agreed value: \$665,000.00)	\$33,250.00 (5% of value)	\$631,750.00 (95% of value)
	Sub-total: \$665,000.00	\$33,250.00	\$631,750.00
	<u>Assets in Wife's name</u>		
2.	UOB Account No. xxx-xxx-451-3	\$113.66	-

³² Paragraphs 35 to 43 of the Husband's affidavit dated 16 January 2018.

3.	CPF Ordinary Account - \$4,970.92 CPF Special Account - \$1,647.24 CPF Medisave Account - \$31,911.20 CPF Retirement Account - \$44,861.64 Total: \$83,391.00	\$83,391.00	-
4.	Great Eastern Greatlink Growth Plan Policy No. xxxxxx1241	\$18,327.79	-
5.	AIA Policy No. Hxxxxx5872 (nil value)	Nil	-
6.	Prudential Policy No. xxxx6935	\$14,493.96	-
7.	SGX Securities Account No. xxxx-xxxx-7847	\$684.30	-
8.	Dividends received from SGX Securities Account No. xxxx- xxxx-7847	\$33.25	-
9.	AIA Policy No. Uxxxxx5594	\$17,299.70	-
	Sub-total: \$134,343.66	\$134,343.66	\$0.00
	<u>Assets in Husband's name</u>		
10.	UOB Bank Account of [XX] Engineering & Trading No. xxx-xxx-x66-6	-	\$15,608.32
11.	UOB Account No. xxx-xxx- x70-8	-	\$17,734.96
12.	UOB Account of No. xxx-xxx- x51-0	-	\$0
13.	DBS Account No. xxx-x-xxx304	-	\$28,941.42
14.	CDP Account No. xxxx-xxxx-x790	-	\$58,965.00
15.	Nissan Latio (car)	-	\$24,800.00
16.	DLA CB Insurance Policy No. xxxxx991	-	\$70,500.00
17.	WILLAP Insurance Policy No. xxxxxxx322	-	\$71,790.00

18.	CPF Ordinary Account - \$24,876.79 CPF Special Account - \$29,328.18 CPF Medisave Account - \$48,004.78 CPF Retirement Account - \$100,312.28 Total: \$202,522.03	-	\$202,522.03
	Sub-total: \$490,861.73	\$0.00	\$490,861.73
	Total: \$1,290,205.39	\$167,593.66	\$1,122,611.73
	Direct Financial Contributions (%)	13%	87%

Parties' indirect contributions

49. For indirect contributions, having considered the facts of this case, I am of the view that 70:30 in favour of the Husband is appropriate.

50. The Husband was the primary breadwinner for the family and was in fact the sole breadwinner for about 27 years in the 31-year marriage. The Wife worked as a seamstress for the first two years of the marriage. She went back to work in 2015 as a kitchen helper. The Husband was a sole proprietor and has retired since 2015.

51. The Wife's Counsel submits that indirect contributions ought to be 70-30 in the Wife's favour.³³

³³ Page 12 of the Notes of Evidence.

52. The Wife concedes that she was largely unemployed during the marriage. However, the Wife says that she took care of the Husband during the marriage by staying at home and attending to his needs and looked after the child.³⁴

53. The Husband's Counsel submits that indirect contributions ought to be close to 100% in the Husband's favour.³⁵

54. It is the Husband's position that he was the sole breadwinner of the family for most part of the marriage. In addition, he has made various non-financial contributions by doing most of the household chores, carrying out the repairs and maintenance of the fixtures in the house and taking care of the child. According to the Husband, he was and continues to be the main caregiver of the child.³⁶

55. The parties' 20-year old child has filed an affidavit in these proceedings. In his affidavit, he states that the Wife played a minimal role in his upbringing. For the first three years of primary school, he lived with his maternal grandparents. In Primary 3, he ran into bad company and picked up smoking. When the Husband discovered this, the Husband transferred the child to another school and moved the child back to the parties' home. It is also the child's evidence that the Husband was the parent who attended most of the parent-teacher conferences and paid for as well as enrolled the child in enrichment lessons.

³⁴ Paragraph 22 of the Wife's affidavit dated 25 January 2018.

³⁵ Page 11 of the Notes of Evidence.

³⁶ Paragraphs 44 to 54 of the Husband's affidavit dated 16 January 2018.

56. The positions taken by the Husband and the child appear consistent with the by consent order (made in the Interim Judgment) in which the Husband and the Wife both agreed for the Husband to have sole care and control of the child.

57. In the circumstances, despite the long marriage, I am of the view that the Husband ought to be given more for indirect contributions. Apart from being the primary, if not sole, financial provider, I am satisfied that the Husband's non-financial contributions to the family are more significant and extensive than the Wife's.

Average ratio

58. In determining the average ratio, the Wife's Counsel submits that the court should give 70% weightage for indirect contributions and 30% weightage for direct financial contributions.³⁷ The Husband's Counsel, on the hand, submits that the court should give only 15% weightage for indirect contributions and give 85% weightage for direct financial contributions.³⁸

59. I do not see why I should depart from 50-50 weightage for both direct financial contributions and indirect contributions particularly given the length of the marriage.

60. The average ratio is therefore as follows:

	Wife	Husband
Direct financial contributions (50% weightage)	13	87
Indirect contributions	30	70

³⁷ Page 13 of the Notes of Evidence.

³⁸ Ibid.

(50% weightage)		
Average ratio (before adjustment)	21.5	78.5
Figures (based on total matrimonial pool of \$1,290,205.39)	\$277,394.16	\$1,012,811.23

61. In deciding whether to make an adjustment to the average ratio, I note that the Wife received substantial monies from the Husband during the marriage. The Wife acquired numerous insurance policies from funds received by the Husband. Over the years, the Wife received a total sum of \$1,283,813.11 from the maturity or the surrender of these insurance policies. Except for a bare assertion that these amounts had been transferred to the Husband, the Wife has not provided evidence to show where these monies had gone to.

62. Taking the above into consideration, I am ordering the Wife to transfer her interest in the matrimonial flat within three months from the date of the order upon the Husband paying to the Wife a sum of \$40,360.00. The Wife shall make the requisite refund to her CPF account from this sum of \$40,360.00. In the event that the transfer is not effected with three months, the matrimonial flat shall be sold in the open market within six months thereafter. The proceeds of sale less costs and expenses related to the sale shall be distributed by paying to the Wife a sum of \$40,360.00 and the balance sum retained by the Husband. Save as aforesaid, parties shall retain assets in their respective names.

63. The difference between what the Wife would have been entitled to (if there had been no adjustment) and the amount of \$40,360.00 that is to be paid to her, is \$102,690.50. This figure represents an adjustment of about 8% against the Wife and in favour of the Husband. This, in my view, is fair

considering that the total amount that the Wife has benefitted over the years is far in excess of this.

Wife's maintenance

64. The Wife is working as kitchen helper. Her basic salary, excluding overtime and incentive, is \$1,325.³⁹ In the Wife's Counsel's written submissions, her gross pay is stated as \$1,964.32 and her net pay is stated as \$1,708.82.⁴⁰ These figures appear to have been based on one of the Wife's salary slips which she has produced in her affidavit.⁴¹ From the Wife's Notice of Assessment for the year 2017, her annual income is declared as \$28,165 or about \$2,300 per month.⁴²

65. From the Wife's list of monthly expenses, her expenses are \$1,245 per month.

66. Based on the Wife's income and expenses, the Wife is able to provide for herself. Parties have also agreed that the Wife does not have to maintain the child as the Husband shall solely maintain the child.

67. In light of the above and that the Husband has retired since 2015, I am not ordering maintenance for the Wife. The Wife will also be receiving \$40,360 from the division of assets and is retaining assets in her name.

³⁹ Paragraph 2 of the Wife's affidavit dated 25 January 2018.

⁴⁰ Paragraph 1 of the Plaintiff's Submission dated 10 July 2018.

⁴¹ See the Wife's affidavit dated 25 January 2018 (the exhibits are however not paginated).

⁴² Ibid.

Costs

68. As for costs, I am of the view that no order as to costs is appropriate in the circumstances.

Guy Ghazali
District Judge

Mr Syn Kok Kay (Patrick Chin Syn & Co) for the Plaintiff
Mr Pang Khin Wee (Hoh Law Corporation) for the Defendant