

BJS v BJT
[2013] SGHC 130

Case Number : Divorce Suit No 3657 of 2008
Decision Date : 12 July 2013
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Luna Yap (Luna Yap LLC) for the plaintiff; Johnson Loo (Drew & Napier LLC) for the defendant.
Parties : BJS — BJT

Family Law – Custody

Family Law – Matrimonial Assets – Division

Family Law – Maintenance

12 July 2013

Judgment reserved

Belinda Ang Saw Ean J:

Background

1 The plaintiff, BJS (“the wife”) and the defendant, BJT (“the husband”) were married on 6 February 2002 following a short courtship. The husband, a Singapore citizen, is 21 years older than the wife who is a Chinese national. The parties have one child, a son born in December 2003 (“the son”). The marriage lasted for about two years before the parties separated in March 2004. The wife commenced divorce proceedings on 23 July 2008 and interim judgment was granted on 8 October 2008.

2 The wife, now 35 years of age, was studying English in Singapore when the couple first met in 2000. [\[note: 1\]](#) The husband, now 56 years of age, owns a successful business which he built up over the last 30 years. The business is currently operated through a private limited entity referred to herein as Company 1. [\[note: 2\]](#) The husband is a self-made man whose wealth is generated by his business efforts and acumen.

3 The parties’ relationship deteriorated shortly after they were married. In early March 2004, after a quarrel, the wife moved into a five-room HDB flat (“the HDB Flat”) with the son who was three months old at the time. Although the parties disputed the exact details of the living arrangement in the HDB Flat, it is clear that the wife and son occupied one of the bedrooms and the rest were rented out to finance part of the wife and son’s living expenses. This letting arrangement ceased sometime in 2010. [\[note: 3\]](#) Currently, the wife and son live in the HDB Flat with the wife’s parents who had come from China to be with their daughter and her son.

4 Even after the wife left her husband, she continued to be gainfully employed in various companies, taking home a gross monthly salary of between S\$1,400 and S\$1,560. She is currently a part-time sales person and earns about S\$1,000 a month.

Custody, care and control and access

5 The wife wants sole custody, care and control of the son. The husband has no objection to the wife's application. At the same time, he did not ask for access. In these circumstances, I ordered that the wife be given sole custody, care and control of the son with reasonable access to the husband.

Division of Matrimonial Assets

Disclosed assets

6 An area of dispute that dominated the ancillary proceedings was what assets (including the husband's business) should be taken into account in the division. Save for their CPF accounts, I propose to touch on the source and nature of the assets in turn.

The husband's business

7 Prior to and during the marriage, the wife worked in Company 1 drawing a monthly salary of S\$1,500. [\[note: 4\]](#) She later became a director of Company 1 on 21 May 2001 until 16 January 2002. [\[note: 5\]](#) In April 2002, two months after the marriage, the husband incorporated Company 2. The wife was a director and the largest shareholder holding 99% of the issued shares in Company 2. The other director and shareholder of the remaining 1% share in Company 2 was the husband's late father. However, the husband subsequently became a director and shareholder of Company 2 after the wife (following instructions from the husband) resigned as a director and transferred her shares on 20 June 2005. Company 2 was struck off the company register on 4 April 2008.

8 Another company, Company 3 was incorporated in 1996 prior to their marriage. The husband was a director of Company 3 but he was not a shareholder. The wife was neither a shareholder nor an officer of Company 3. Although the shares in Company 3 were not held by the parties, it was not disputed that the husband ran some of his business through Company 3. Company 3 was struck off the company register in 2006.

Xiamen property

9 There was an apartment in Xiamen, China, worth about RMB 800,000 ("the Xiamen property"). [\[note: 6\]](#) It is not disputed that the husband paid for the Xiamen property which was registered in the wife's name. According to the husband, the use of the wife's name for the purchase was purely for convenience as the wife was a Chinese national. [\[note: 7\]](#)

10 The Xiamen property was sold at the end of 2004, [\[note: 8\]](#) but the husband kept the proceeds of sale for himself. [\[note: 9\]](#) According to the wife, the husband indicated his desire to sell the Xiamen property in early 2004. On 29 July 2004, the husband and wife signed an agreement ("the Child Support Agreement") whereby the husband agreed, *inter alia*, that upon the sale of the Xiamen property, the husband would deposit the proceeds of sale into the son's bank account for his maintenance. The parties also agreed that both the wife and son would have the right to occupy the HDB Flat. The husband rejects the Child Support Agreement as non-binding and unenforceable.

11 I should mention that the wife alleges that her parents contributed a sum of S\$20,000 towards renovating and furnishing the Xiamen property. [\[note: 10\]](#) The husband does not deny this. However, I

will not say more about this contribution since no claim for reimbursement is made.

Singapore assets

12 The husband owned a landed property, Property X, which was purchased before the marriage. Although the parties had lived in Property X during the marriage, there is a dispute over the duration and frequency of their stay there.

13 Prior to separation, the husband and wife lived with the husband's late father in an apartment in a condominium development (*ie*, Property Y). At the material time, the registered proprietor of Property Y was the husband's father. To all intents and purposes, Property Y, in my view, was the parties' matrimonial home.

14 The other property acquired by the husband during the marriage is the five-room HDB Flat. The HDB Flat was purchased in the husband's sole name.

15 I now come to the wife's car, a Toyota Corolla ("the Toyota") that was purchased by the husband. After the wife moved to the HDB Flat, she continued to have the use of the Toyota until April 2004 when the husband sold it and kept the proceeds of sale. [\[note: 11\]](#)

16 Finally, the joint bank account. On 13 December 2002 (*ie* during the marriage), a joint account at the DBS Bank was opened in the name of the wife and her father-in-law ("the Joint Account"). Between 13 December 2002 and 31 December 2002, about S\$650,000 was deposited and withdrawn from the Joint Account. There is a dispute as to whether this amount should be added to the matrimonial asset pool.

Parties' position on the division of matrimonial assets

17 As stated, the dispute before me was over the assets to be included in the matrimonial asset pool as well as their respective values. According to the wife, the matrimonial assets and their respective values are as follows:

S/No	Item	Value (SGD)
(1)	Property X	11,000,000.00
(2)	Property Y	2,200,000.00
(3)	Company 1 and related companies	6,640,440.00
(4)	HDB Flat	500,000.00
(5)	Net sale proceeds of the Xiamen property	240,000.00
(6)	Purchase value of Toyota	68,000.00
(7)	Husband's CPF between 2002 and 2004	64,832.00
(8)	Wife's CPF between 2002 and 2004	2,229.79
(9)	Money in DBS Joint Account in the names of the husband's late father and the wife	650,000.00
	Total	21,363,501.79

18 The wife says that for her indirect contributions to the marriage and family, she is entitled to 10% of the value of the above assets and an additional 5% in light of the husband's failure to make full and frank disclosure of his assets.

19 On the other hand, the husband's contention is that the only matrimonial asset that is subject to division is the HDB Flat. The husband's proposal is that the HDB Flat be sold in the open market and the net proceeds of sale (after deduction of the outstanding loan on the HDB Flat, refund of the husband's CPF monies (including accrued interest) and cost and expenses of sale) be utilised towards the purchase of a three-room HDB flat in the same location for the wife and son ("replacement flat"). If the net proceeds of sale are insufficient to purchase a replacement flat, he is ready to make good the shortfall.

20 As for the wife's asset values stated in [17] above, the husband maintains that the figures are exaggerated and inflated.

What are "matrimonial assets"?

21 The statutory definition of "matrimonial assets" is set out in s 112(10) of the Women's Charter (Cap 353, 2009 Rev Ed):

(10) In this section, "matrimonial asset" means —

(a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

Property X

22 The wife argues that Property X is a matrimonial asset because the parties had resided in that property during their marriage. The husband disagrees, maintaining that it was a property acquired before the marriage and it was not the place where the parties normally lived nor was the purpose and length of stay enough to satisfy the tests in s 112(10).

23 In relation to assets acquired by one party before the marriage, s 112(10)(a)(i) requires the property to be "ordinarily used or enjoyed by both parties ... while the parties are residing together for shelter...or for recreational purposes" before the property can be considered a matrimonial asset. In *Ryan Neil John v Berger Rosaline* [2000] 3 SLR(R) 647 at [59]-[60], Prakash J agreed with the District Judge below that if the parties resided in a holiday home for such a short time in comparison with the length of the marriage, the holiday home could not qualify as an asset "ordinarily used by the

parties for recreational purposes” as the words “ordinarily used” required some form of substantiality before an asset could be captured by s 112(10)(a)(i). *A fortiori*, the requirement of “ordinarily used” for the purpose identified in s 112(10)(a)(i) would not be satisfied if the parties’ use or stay at the property in question was occasional or casual.

24 The husband’s evidence is that the parties only stayed in Property X occasionally when it was not being tenanted out. The wife, on the other hand, sought to give the impression that the couple had resided for equal lengths of time at both Property X and Property Y. However, the wife’s position was not supported by her own evidence. In her Statement of Claim for divorce, the wife stated that the last address where the parties lived together was Property Y [\[note: 12\]](#) and her statement of particulars in support stated that “after a series of quarrels with the [husband], the [wife] left the [husband] on the 9th day of March 2004 from the matrimonial apartment [Property Y]”. [\[note: 13\]](#) This was also the position she took in her first Affidavit. [\[note: 14\]](#) Her position was only subsequently revised in her later affidavits to suggest that she had instead left Property X to move to the HDB Flat. [\[note: 15\]](#) Even so, her evidence in her third Affidavit that she contributed towards the marriage by helping to paint Property X after the tenants had moved out [\[note: 16\]](#) corroborated the husband’s position. In my view, this was a belated and blatant attempt by the wife to enlarge the pool of matrimonial assets. Accordingly, I find that Property X is not a matrimonial asset.

Property Y

25 Earlier I had alluded to Property Y as the matrimonial home. For the purposes of s 112(10), the wife must show that this property now belongs to the husband following the death of his father. Property Y was registered in the father’s name and it was purchased in late 2001 before the marriage. This purchase was around the time that the husband, according to the wife, was being investigated by the Singapore tax authorities for tax evasion (see [31] below). The wife further alleges that Property Y was purchased by the husband whereas the husband’s stand is that the property was bought with his late father’s own money.

26 In support of her assertion, the wife said that the husband brought his father to a lawyer to make a Will three days after the purchase of Property Y. She was able to produce correspondence from the law firm relating to the professional fees for preparing the Will. [\[note: 17\]](#) The Will, so the argument develops, was required to ensure that the husband gets back Property Y after his father’s death. The wife therefore concludes that the husband inherited Property Y under his father’s Will.

27 I agree with the wife that the husband could have easily produced the father’s Will to rebut the wife’s allegations, but he chose not to do so. I accept that an adverse inference should be drawn from his failure to produce the father’s Will. There is thus force in the wife’s contention that “the [husband] is holding on to the transfer of the [sic] [Property Y] to himself as he fears that it may be included into the pool of matrimonial assets”. [\[note: 18\]](#)

28 In the premises, Property Y was the matrimonial home in which the husband has a beneficial interest and as such is to be treated as a matrimonial asset. I should add that the position is the same even if the wife and husband were already separated at the time the husband became beneficially entitled to Property Y: see *Tang Ngai Sheung Peggy v Wong Yeu Yu* [2008] SGHC 221 at [9].

29 As for the valuation of Property Y, I accepted the wife’s valuation of S\$2,200,000 as at 13 June 2012 as it was the only available evidence of value. [\[note: 19\]](#) The husband did not provide an

alternative valuation [\[note: 20\]](#) and he was in no position to take issue with the wife's valuation once his argument that Property Y was not a matrimonial asset failed.

The husband's business

30 By arguing that the husband's companies are liable for division, the wife is essentially seeking to include his entire business into the pool of matrimonial assets.

31 In her affidavits, the wife highlighted the various roles and responsibilities which she undertook in the course of her employment in Company 1. In addition, she said that it was significant that the husband incorporated Company 2 and made her a director and shareholder holding 99% of the issued shares (see [7] above). According to the wife, at the material time, the husband was being investigated for tax evasion and the purpose of Company 2, as intended by the husband, was for the wife to carry on the business should the husband be convicted. In support of this contention, the wife produced contemporaneous documentary evidence to show, *inter alia*, that the tax authorities were requesting the husband to provide information and documents in relation to an income tax investigation. [\[note: 21\]](#) I accepted the wife's version of events. Besides, the husband made no serious attempt to challenge the wife's allegation that he was under investigation. In particular, he proffered no explanation as to why almost half of the business' revenue was booked in Company 2's accounts between 2002 and 2003, [\[note: 22\]](#) notwithstanding the ostensibly different ownership and management structure in which he did not feature.

32 For the business to meet the statutory definition of a matrimonial asset, the wife needs to prove that she had substantially improved the business. Evidentially, this is not an easy thing to do bearing in mind (a) her short marriage; (b) the fact that the husband's business was already established; and (c) that the effect of any contribution by the wife would take time to mature into discernible contributions to the business. Admittedly, there may be situations where the business takes off during a short marriage but this was not the case here. In the premises, the husband's business is not a matrimonial asset by virtue of s 112(10)(a)(ii).

33 The wife's other discrete contention is that she was the owner of Company 2 (except for the 1% shareholding held by the husband's late father). In doing so, the wife relies on s 112(10)(b) to argue that Company 2's shares were matrimonial assets acquired by her during the marriage. I find this submission to be unduly technical and short of substance. Simply put, even though the wife is able to bring Company 2 shares within the language of s 112(10)(b), she is unable to take her case any further. On her own case, the husband's business cannot be separated into its constituent companies. In her fourth Affidavit, she clearly equated the value of Company 1 with that of the business. In fact, the value of the husband's companies in her table at [17] above, was the median value of Company 1 according to the valuers she engaged. [\[note: 23\]](#) This is entirely consistent with the husband's contention that: [\[note: 24\]](#)

I have one [redacted] business, even though at various times there were various business entities through which I run my business. As such, even after [Company 2] was set up, [Company 2] did not have any distinct business of its own as all the customers, transactions etc were all [Company 1's]. The only difference is that I used [Company 2's] letterhead, forms and documents instead of [Company 1's].

In my view, to value Company 2 on its own is completely artificial as it ignored the realities of how the business was run or the reason why (on the wife's own case) Company 2 was set up in the first place. I therefore reject this backdoor attempt to include the husband's business in the pool of

matrimonial assets.

HDB Flat, Xiamen property and the Toyota

34 Both parties proceeded on the basis that the HDB Flat, Xiamen property and Toyota were purchased during the marriage. As such, these assets are matrimonial assets within the meaning of s 112(10)(b). The husband has argued that some of the assets are not matrimonial assets as the wife did not contribute to the acquisition of the assets in any way. This argument is misconceived. So long as the asset in question falls within the statutory definition of matrimonial assets, the asset is liable for division; arguments relating to the parties' respective contributions would be only relevant in determining what is a just and equitable division of these assets.

35 As to the valuation of these assets, I find the wife's valuation of the HDB Flat to be more reasonable given the increase in property prices in Singapore for private and public housing. The encumbrances on this property are as follows: outstanding mortgage loan of S\$55,843.59 as at 21 October 2012 [\[note: 25\]](#); and the total principal amount withdrawn from CPF account plus accrued interest was S\$210,276.43 as at 26 September 2012. [\[note: 26\]](#) As for the Xiamen property, the wife's valuation is inconsistent with the documentary evidence. According to the "Xiamen Real Estate Sale and Purchase Contract" dated 11 November 2004, the Xiamen property was sold for RMB 776,383. Based on the exchange rate provided by the husband, [\[note: 27\]](#) this would have worked out to a sale price of approximately S\$160,000. As for the Toyota, I accept the wife's valuation in the absence of evidence to the contrary.

CPF monies between 2002 and 2004

36 I excluded the wife's CPF monies from the pool of matrimonial assets as they are insignificant when compared with the rest of the matrimonial assets.

37 The husband's argument that the wife has no claim to his CPF monies during this period because she did not contribute to it fails for the same reasons as those stated in [34] above. Again the husband disputes the wife's quantification of the amount in his CPF account without adducing his CPF statement for the relevant period, evidence that could have easily been obtained and produced by him. I drew an adverse inference from his non-disclosure. In any case, the figure provided by the wife is a reasonable estimate in light of the husband's declared income in 2003 and 2004. [\[note: 28\]](#)

The Joint Account held in names of the husband's late father and wife

38 The wife agrees that she made no contributions to the Joint Account. However, she submits that all monies deposited in the Joint Account (including the S\$650,000 claimed) belonged to the husband and not the father. According to the wife, the S\$650,000 was a matrimonial asset by virtue of s 112(10)(b). The husband adopts a contrary stance arguing that the money was derived from land acquisition compensation of about S\$1m in early 1980's. [\[note: 29\]](#)

39 On this point, I am more inclined to believe the wife. Her version is more plausible. The money in the Joint Account was deposited and withdrawn around the time the husband was under investigation for tax evasion (see [31] above) and it was not inconceivable that the husband had "parked" the sum of S\$650,000 in the Joint Account to keep it beyond the reach of the tax authorities. Furthermore, it is evident from the shareholding structure of Company 2 and Company 3 and manner in which the Xiamen property was purchased that the husband had no qualms using nominees to hold his interests when it suited his purposes. This sum of S\$650,000 should therefore be included in the matrimonial

asset pool.

Revised Table of Matrimonial Assets

40 Following the discussion above, the revised table of matrimonial assets liable for division are as follows:

S/No	Item	Value (SGD)
(1)	Property Y	2,200,000.00
(2)	HDB Flat	500,000.00
(3)	Net sale proceeds of the Xiamen property	160,000.00
(4)	Purchase value of Toyota	68,000.00
(5)	Husband's CPF between 2002 and 2004	64,832.00
(6)	Money in Joint Account in names of husband's late father and wife	650,000.00
	Less known liabilities attributable to the HDB Flat (see [35] above)	(266,120.02)
	Total	3,376,711.98

Direct Contributions

41 It is not disputed that the husband made all the direct financial contributions toward the acquisition and accumulation of the assets in the revised table above. In evaluating the parties' contributions to the marriage and family welfare there is no bias in favour of the income earner who contributed financially to the acquisition and accumulation of the matrimonial assets during the marriage (see *BCB v BCC* [2013] 2 SLR 324 ("*BCB*") at [8]). Consideration must be given to the indirect contributions. The court must take a broader view of the circumstances, giving adequate weight to parties' *direct* as well as *indirect* financial contributions (*BCB* at [34]). The Court of Appeal in *BCB* also emphasized (at [12]) that the indirect contributions of *both* the husband and wife (as the home-maker or child-carer) should be given their full value.

Indirect Contributions

42 From the evidence, the husband appears to be a superstitious person who found it difficult to trust his business associates. I accept the wife's evidence that the husband initially trusted her and that this was the reason he appointed her director and shareholder of Company 2.

43 In evaluating the indirect contributions of the wife to the marriage and the family's welfare, in this case, regard should be given to the wife's assistance rendered to the husband by acting as his nominee at a particularly difficult period and time of uncertainty. This cooperation enabled the husband to create a working environment for his business to continue. I am here referring to the wife's appointment as a director and shareholder of Company 2. This is one instance where the husband had depended on the wife when he was under investigation by the tax authorities. The husband, however, claims that he only made the wife director and shareholder under constant pressure from her. [\[note: 301\]](#) I prefer the wife's version of the story. The husband was superstitious

and would not likely have succumbed to pressure. On the contrary, I find that the husband benefited from having the support of his wife because she was someone he could depend on and trust.

44 The husband does not dispute that the wife was the primary care giver of their son. There was no criticism of the wife as a mother. Although she had domestic helpers hired by the husband who did most of the household work and cared for the husband's father, I accept the wife's evidence that she was still generally in charge of the household and did keep an eye on her father-in-law who was unwell.

Decision on division of matrimonial assets

45 This is short marriage where for some time the wife was the spouse of a successful businessman. Theirs was not a childless marriage. This case is distinguishable from *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 where in that case, the Court of Appeal held (at [28]):

In a short and childless marriage, the division of matrimonial assets will usually be in accordance with the parties' direct financial contributions as non-financial contributions will be minimal.

46 When it comes to the division of matrimonial assets, whether it is a long or short marriage, s 112(2) of the Women's Charter requires the court to have regard to "all the circumstances of the case" including the following non-exhaustive factors:

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;
- (c) the needs of the children (if any) of the marriage;
- (d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;
- (e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;
- (f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;
- (g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and
- (h) the matters referred to in section 114(1) so far as they are relevant.

47 As stated, the wife is asking for 10% for indirect contributions (based on the size of the matrimonial assets which was in the region of \$21m) and a further 5% on account of the husband's failure to given full and frank disclosure of his assets. In this case, there were earlier complaints of non-disclosures but they were addressed after the husband changed his legal representation. The non-disclosures referred to in this judgment relate to assets taken into account and put into the pool

of matrimonial assets (see [27] and [37] above). Above all, there is no lingering suggestion that the husband is hiding other assets. As the wife has not been adversely disadvantaged by the non-disclosures in [27] and [37] above, there is no reason to increase her award to take into account the husband's non-disclosures.

48 In this case, besides the contributions by both parties to the marriage, I also took into account the needs of the son who is currently attending a primary school within walking distance of the HDB Flat. [\[note: 31\]](#) It is the home he has known from a very young age.

49 Having regard to the indirect contributions of the wife and the direct and indirect financial contributions of the husband, and bearing in mind the needs of the son under s 112(2)(c), the share of the wife in the matrimonial assets valued at S\$3,376,712 (round-up to the nearest dollar) should be 15%, *ie*, S\$506,506.80. For this special case, a just and equitable division in the percentage envisaged herein, would be, by and large, achieved by the outright transfer of the HDB Flat, free of all encumbrances, to the wife plus a cash component of S\$6,507 (round-up to the nearest dollar). The husband is to pay the expenses in connection with the transfer of the HDB Flat to the wife. The HDB Flat is to be transferred by the husband within six weeks from the date of this judgment.

50 Each party is to retain all other assets in their sole name.

Maintenance

51 The wife initially obtained an interim maintenance order for S\$1,100 per month for herself and the son on 4 May 2010. The wife appealed and interim maintenance was increased to S\$2,000 per month on 11 August 2010. The wife is now claiming a monthly maintenance of S\$1,500 or alternatively, lump sum maintenance of S\$270,000 (a multiplier of 15 years and a multiplicand of \$1,500 per month) for herself and a monthly maintenance of S\$2,000 for the son. [\[note: 32\]](#) In support of the maintenance claim, the wife produced the following list of expenses in her fourth Affidavit:

S/No	Item	Wife (SGD)	Son (SGD)
(1)	Food/ Groceries / Toiletries / Vitamins	600.00	200.00
(2)	Transport / Taxis / School Bus	300.00	100.00
(3)	Clothes / Shoes / Handbags / Uniforms	300.00	200.00
(4)	Entertainment / Outing / Movies / Computer	400.00	200.00
(5)	Grooming / Haircuts / Facial / Massage	300.00	50.00
(6)	Medical / Dental	100.00	50.00
(7)	Telephone / Internet / Cable TV / Mobile	200.00	100.00
(8)	Utilities	100.00	75.00
(9)	Holidays / Return Trips to China	500.00	200.00
(10)	School Fees		10.50
(11)	Textbooks / Assessment Books/ Stationery		100.00
(12)	Enrichment classes		456.10

(13)	Maid salary / Levy / Upkeep / Related Expenses	1000.00	
	Total	3,800.00	2,241.00

52 The husband argues that the expenses are inflated and unreasonable, noting that the wife has altered her position over the course of the proceedings. Without producing an alternative list of expenses, he proposed to continue paying a monthly maintenance of S\$2,000 for both the wife and the son. I pause to mention that there is no reason for the final maintenance order to be pegged to the interim maintenance order, which is usually calculated on a conservative basis: *Lee Bee Kim Jennifer v Lim Yew Khang Cecil* [2005] SGHC 209 at [7].

53 Some of the expenses which the wife claimed for the son are on the high side. For example, the clothing, entertainment and grooming expenses seem higher than what an average boy of his age spends on such items. Having regard to the wife's earning capacity and comparing this with the husband's financial position, the husband should bear the entire burden of the son's maintenance. Therefore, I order the husband to pay a monthly maintenance of S\$1,800 for the son.

54 As for the wife, her expenses are rather high as well. For example, food and grocery at a total sum of S\$800 a month for one an adult and child is high. Her holiday, entertainment, and grooming expenses add up to S\$6,000, S\$4,800 and S\$3,600 per annum respectively. The wife has asked the husband to pay S\$1,000 per month for the expenses of a domestic helper. Her justification for a domestic helper has not been satisfactorily explained. I am mindful of the fact that the wife took up her current part-time job in order to take care of the son. For the reasons stated above, I order the husband to pay a monthly maintenance of S\$1,200 for the wife.

55 This maintenance order for the son and wife in the total sum of S\$3,000 per month is to take effect from the 1 August 2013.

Conclusion

56 The orders made in these ancillary proceedings are as follows:

- (a) The wife shall have sole custody, care and control of the son, a child of the marriage. There shall be reasonable access of their son to the husband.
- (b) The husband is to pay a monthly maintenance of S\$1,800 for the son and S\$1,200 for the wife with effect from 1 August 2013 and thereafter on the first day of each month.
- (c) The husband shall transfer the HDB Flat to the wife free from all encumbrances. The husband is to be responsible for discharging the outstanding mortgage loan and CPF contributions with accrued interest. The husband is to pay the expenses in connection with the transfer of the HDB Flat to the wife. The HDB Flat is to be transferred within six weeks from the date of this judgment. At the date of transfer, the husband is also to pay the wife the sum of S\$6,507.
- (d) Each party is to retain assets in their respective names.
- (e) There shall be liberty to apply.
- (f) Each party is to bear their own costs of these ancillary proceedings.

[\[note: 1\]](#) Wife's 3rd Affidavit at [31].

[\[note: 2\]](#) Husband's 5th Affidavit at [47]-[49].

[\[note: 3\]](#) Wife's 2nd Affidavit at [47].

[\[note: 4\]](#) Husband's 5th Affidavit at [53].

[\[note: 5\]](#) Wife's 3rd Affidavit at Exhibit p 72.

[\[note: 6\]](#) Wife's 4th Affidavit at Exhibit p 72.

[\[note: 7\]](#) Husband's 5th Affidavit at [41].

[\[note: 8\]](#) Wife's 4th Affidavit at Exhibit p 91.

[\[note: 9\]](#) Husband's 9th Affidavit at [11]-[12].

[\[note: 10\]](#) Wife's 3rd Affidavit at [80]-[86].

[\[note: 11\]](#) Husband's 5th Affidavit at [31].

[\[note: 12\]](#) Statement of Claim for Divorce filed on 23 July 2008.

[\[note: 13\]](#) Statement of Particulars for Divorce filed on 23 July 2008.

[\[note: 14\]](#) Wife's 1st Affidavit at [20(d)].

[\[note: 15\]](#) Wife's 3rd Affidavit at [32(c)(v)].

[\[note: 16\]](#) Wife's 3rd Affidavit at [18].

[\[note: 17\]](#) Wife's 3rd Affidavit at Exhibit pp 82-84.

[\[note: 18\]](#) Wife's 3rd Affidavit at [48].

[\[note: 19\]](#) Wife 4th Affidavit at Exhibit pp 134-137.

[\[note: 20\]](#) Husband's 11th Affidavit at [21].

[\[note: 21\]](#) Wife 4th Affidavit at Exhibit p 61.

[\[note: 22\]](#) Husband's 7th Affidavit at Exhibit pp 62 and 87.

[\[note: 23\]](#) Wife 4th Affidavit at Exhibit pp 12-28.

[\[note: 24\]](#) Husband's 11th Affidavit at [7].

[\[note: 25\]](#) Husband's 12th Affidavit, Exhibit LPS-11

[\[note: 26\]](#) Husband's 11th Affidavit at p 34.

[\[note: 27\]](#) Husband's Written Submissions Tab E.

[\[note: 28\]](#) Wife's 4th Affidavit at Exhibit p 31; Husband's 7th Affidavit at Exhibit p 203.

[\[note: 29\]](#) Husband's 11th Affidavit at [12].

[\[note: 30\]](#) Husband's 5th Affidavit at [12] and [13].

[\[note: 31\]](#) Wife's 2nd Affidavit at [56].

[\[note: 32\]](#) Wife's Written Submissions at [117]-[120].

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