

Kwee Lee Fung Ivon v Lim Gordon  
[2013] SGHC 228

**Case Number** : Divorce Suit No DT 301 of 2010  
**Decision Date** : 29 October 2013  
**Tribunal/Court** : High Court  
**Coram** : Lai Siu Chiu J  
**Counsel Name(s)** : Christopher De Souza/Lionel Leo/Joel Chng (Wong Partnership LLP) for the plaintiff; Loh Wai Mooi, Sandy Lim and Joey Quek (Bih Li & Lee) for the defendant.  
**Parties** : Kwee Lee Fung Ivon — Lim Gordon

*Family Law – Matrimonial Assets – Division*

*Family Law – Maintenance*

29 October 2013

Judgment reserved.

**Lai Siu Chiu J :**

**Introduction**

1 These proceedings were to decide outstanding ancillary matters between Kwee Lee Fung Ivon (“the Wife”) and Lim Gordon (“the Husband”). This followed the granting of an Interim Judgment on 17 December 2010.

**Background**

2 The couple are medical doctors and were married on 3 June 1985. The Wife and Husband are 54 and 61 years old respectively. As at the time of the hearing, the Wife was working as a resident physician at Tan Tock Seng Hospital. The Wife comes from a well-to-do family. She is a daughter of the second wife of the late Henry Kwee, who owned the Pontiac Land Group which has interests in hotels and properties in Singapore and elsewhere. The Husband is currently an obstetrician and gynaecologist in private practice at Gleneagles Medical Centre (“Gleneagles”).

3 The Wife qualified as a doctor in 1985. Before the marriage, the Wife was an assistant doctor at Richard Choo & Partners (“RCP”) located at Liat Towers, earning a monthly salary of S\$3,000. She ceased working soon after marriage but resumed practice some 20 years later in 2006. There are five children from the marriage, three boys born between 1986 and 1990 and a pair of twins (girls) born in 1992. The Wife left the matrimonial home on or about 3 January 2009 to live in a rented flat but returned later of her own accord.

4 By a consent judgment granted on 22 August 2011, both parties were granted joint custody of the three youngest children of the marriage *viz* Alexander, Laura and Caroline with the Husband being given care and control with reasonable access to the Wife. The Husband also agreed to solely maintain without any contribution from the Wife: (i) Alexander, Laura and Caroline as well as (ii) their second child Christopher until he obtains his first degree.

5 The ancillaries that were outstanding and which needed this court's determination were (i) the division of the matrimonial assets and (ii) the Wife's maintenance. To support their respective cases, the Wife filed six while the Husband filed nine affidavits. It is fair to say that the relationship between the parties is acrimonious.

## Division of Matrimonial Assets

### *The parties assets*

6 It was not disputed that the parties jointly own the following assets:

	<b>Asset</b>	<b>Date of acquisition/ incorporation</b>	<b>Current estimated value</b>
(a)	7 Victoria Park Close, Singapore ("the matrimonial home")	1987	S\$42m (based on CBRE valuation on 13.2.12)
(b)	Flat #302, Elkhorn Lodge, Beaver Creek, Colorado, USA ("Elkhorn Lodge")	June 1997	US\$1.3m (as at 12.10) (Husband's estimate)

As stated above, 7 Victoria Park Close was the parties' matrimonial home.

7 In addition, the parties have joint accounts with the following banks with the following balances:

	<b>Account</b>	<b>Balance</b>
(a)	RBS Account 152025XXX ("RBS Joint Account 1")	£8,161 (as at 8.1.13)
(b)	RBS Account 1006XXX ("RBS Joint Account 2")	£500.14 (as at 6.1.12) company
(c)	DBS Autosave Account 064XXX ("DBS Joint Account")	S\$185,252.76 (as at 4.09)
(d)	Deutsche Bank Portfolio 309XXX ("DB Joint Account 1")	Approximately S\$1.948m (as at 3.09)
(e)	Deutsche Bank Portfolio 303XXX ("DB Joint Account 2")	S\$975,000 (as at 3.09)

8 The Husband has other assets in his sole name and these are: [\[note: 1\]](#)

	<b>Asset</b>	<b>Value</b>
(a)	3 Ash Grove, Raffles Park, Singapore ("the Ash Grove property")	Purchased in November 2010 for \$11.5m
(b)	Honda motor vehicle SBD3883D	S\$11,460 (S\$40,000 less S\$28,540 outstanding on hire purchase agreement)

(c)	AIA policy L517XXX	S\$140,287.55 (surrender value as at 25.2.09)
(d)	33,418 ComfortDelgro shares	S\$51,797.90 (as at 31.12.10)
(e)	2,730 DBS shares	S\$39,093.60 (as at 31.12.10)
(f)	1,000 DBS 6% NCPS	S\$101,180 (as at 31.12.10)
(g)	1,136 OCBC shares	S\$11,223.68 (as at 31.12.10)
(h)	2,500 SBS Transit shares	S\$5,150 (as at 31.12.10)
(i)	190 Sing Tel shares	S\$579.50 (as at 31.12.10)
(j)	23,255.81 Horizon Singapore Fixed Income Enhanced units	S\$31,162.78 (as at 30.4.12)
(k)	1 out of 2 shares in a company called Gordon Lim Clinic Pte Ltd ("GLC").	S\$6,188,286 (Based on wife's estimate)
(l)	Gordon Lim Clinic & Surgery for Women Pte Ltd ("GLCSFW")	S\$366,252 (as at 30.9.11)
(m)	DBS Account no. 063XXX ("the Husband's DBS Account")	S\$14,886.15 (as at 31.3.13)
(n)	Lloyd's Bank Account no. XXX ("the Husband's Lloyds Account")	A\$997.00 and £259,520
(o)	OCBC Account No XXX	SS\$443,931 (account now closed)
(p)	FirstBank (USA) Account No. XXX	US\$10,702.77 (as at 28.2.12)
(q)	Deutsche Bank Grateful Trust Advisory Account ("the Trust Advisory Account")	S\$3.35m (as at 19.4.12)
(r)	Deutsche Bank Portfolio Account No 609XXX ("the Husband's DB Account")	S\$4,065 (as at 29.2.12)
(s)	Membership of the Tanglin Club	Non-Transferable
(t)	CPF Ordinary account S\$4,246.58 Medisave S\$36,455.06 Special S\$44.98 Retirement S\$116,926.06	S\$157,672.68 (as at 2.6.11)
(u)	Some articles of jewellery and personal adornments (including watches)	

One of the key assets of GLC is the premises at Geneagles #10-07 ("the Geneagles unit"). The Wife values this at S\$4.59m whereas the Husband values it at S\$3.4m.

Incomeshield insurance policies that he had purchased for each of the five children. He also has an NTUC Incomeshield policy no XXX195 in which the Wife is the beneficiary.

10 The Wife contended, *inter alia*, that the DBS Joint Account had a balance of S\$185,252.76 before the Husband unilaterally withdrew all the monies therefrom in April 2009.

11 Since the Husband had also admitted that he only needed about S\$2.1m for the children's education, it meant that there was a surplus of at least S\$1.2m in the Trust. The Wife herself estimated that the Husband would only need S\$1.2m as a Further, as the Husband had admitted that monies from DB Joint Bank Account 1 and DB Joint Bank Account 2 had gone into a trust fund known as The Grateful Trust ("the Trust"), the Trust was a matrimonial asset. The Trust had assets worth around S\$3.3m. As will be discussed further below (at [43] ff), the husband claimed that the Trust was set up to finance his children's overseas education. reasonable sum to educate the children to a first degree level. Consequently, the rest of the funds in Trust should be returned to the matrimonial asset pool for distribution.

12 The Wife further alleged that the husband had siphoned off monies from their various joint accounts (including the DBS Joint Account mentioned at [10]) to service the mortgage on the Ash Grove property. She therefore alleged that the Ash Grove property was a matrimonial asset subject to division. She denied the Husband's claim that he had borrowed monies from his mother and sister to part-fund the purchase, arguing that he had produced no evidence to support their loans.

13 The Wife also accused the Husband of failing to disclose the following:

- (a) the sale proceeds of the couple's condominium at Unit 506, Lorong Ampang Dua, ("the KL property");
- (b) the sale proceeds of the couple's flat at Kensington Green, Marloes Road, London W8 ("the London flat"); and
- (c) his interest in his family company Hui Huat Pte Ltd ("the Lim's Family Company").

Consequently, counsel for the Wife, Mr Christopher De Souza ("Mr De Souza"), argued that the Husband had not disclosed all his assets and an adverse inference should be drawn against him for such non-disclosure.

14 On her part, the Wife disclosed the following assets as solely owned by her:

	<b>Asset</b>	<b>Value</b>
(a)	Mercedes Benz vehicle No SBB3838X ("the Mercedes")	S\$150,000 (as at 16.2.12)
(b)	Lexus motor vehicle No SJJ 4583L ("the Lexus")	S\$66,000 (as at 16.2.12)
(c)	35,000 shares in the Raffles Medical Group	S\$78,400 (as at 30.9.11)
(d)	33,418 Comfort Delgro shares	S\$46,785.20 (as at 31.10.11)
(e)	1,106 OCBC shares	S\$9,367.82 (as at 31.10.11)
(f)	2,500 SBS Transit shares	S\$4,400 (as at 31.10.11)

(g)	177 Sing Tel shares	S\$564.63 (as at 31.10.11)
(h)	2,520 UOB Ltd shares	S\$43,218 (as at 31.10.11)
(i)	252 UOL Ltd shares	S\$1,126.44 (as at 31.10.11)
(j)	23,041.47 Horizon Singapore Fixed Income Enhanced Fund units	S\$29,976.65 (as at 31.10.11)
(k)	1 out of 2 shares in GLC	S\$6,188,286 (Based on the Wife's estimate) The Wife valued the Geneagles unit at S\$4,590,000. She has also not been paid dividends worth S\$428,000.
(l)	DBS Account No 008-016XXX	S\$11,374,47 as at 29.12.11
(m)	DBS Account No 558XXX	S\$11,944.29
(n)	DBS Savings Plus Account	S\$602.60 (as at 1.2.11)
(o)	DBS Account No 008-5XXX	S\$545.87
(p)	DBS Account No 008-6XXX	S\$626.45
(q)	AIA policy No L517XXX	S\$219,109 (as at 2012)
(r)	CPF	S\$378,111.36
(s)	Jewellery	Unknown

15 The Husband pointed out that the Wife failed to disclose the following assets until he raised the issue:

<b>Asset</b>	<b>Value</b>
POSB savings account No 087XXX	Unknown
Undisclosed bank accounts held in joint names with each of the five children	Unknown
Membership of The American Club	Unknown
Membership of Singapore Island Country Club	Unknown
Membership of Singapore Swimming Club	Unknown

16 Before I deal with the parties' respective submissions, I should point out that this court had heard a related application in Originating Summons No 209 of 2013 ("OS 209/2013") which was taken out by the Wife's mother.

17 In OS 209/2013, the Wife's mother applied for a declaration that she was/is the legal and beneficial owner of 50% share in the matrimonial home. On 22 July 2013, this court ruled *inter alia* that:

- (a) the Wife's mother was the legal and beneficial owner of 50% of the matrimonial home

(notwithstanding these proceedings);

(b) that the matrimonial home should be sold and

(c) the Wife's mother shall be paid 50% of the net sale proceeds after deducting costs and expenses incurred in relation to the sale.

The Husband has not appealed against this court's decision in OS 209/2013.

18 Attendant with these proceedings, the Wife was granted leave by another court in Originating Summons No 654 of 2012 ("OS 654/2012") to take derivative action in the name of GLC under s 216A of the Companies Act (Cap 50, 2006 Rev Ed) against the Husband for breaches of his director's duties. The wife then commenced a derivative action by way of Suit No 98 of 2013 ("Suit 98/2013"), claiming that the Husband had acted in breach of duties by, *inter alia*, transferring the business of GLC to GLCSFW. The Husband appealed against the High Court decision in OS 654/2012 in Civil Appeal No 163 of 2013 ("CA 163/2013"). At the recent hearing of CA 163/2013 however, the Husband had a change of heart and informed the Court of Appeal that he was willing to put into the matrimonial asset pool for division all three entities *viz* GLC, GLCSFW as well as his sole proprietorship called Gordon Lim Clinic & Surgery for Women ("the sole proprietorship").

19 GLCSFW was incorporated on 22 July 2010 and the Husband commenced practice with GLCSFW in October 2010. The sole proprietorship was started in April 2010 and was terminated on 23 April 2011. GLCSFW rented the Geneagles unit owned by GLC but moved to another rented premises at Geneagles after the Wife commenced Suit 98/2013. The Geneagles unit is currently rented out to a third party.

### ***The Wife's case***

20 Throughout the lengthy hearing, Mr De Souza repeatedly emphasised that the couple's marriage (and GLC in particular) was a 50-50 partnership. As such, like the couple's equal half share in (i) 50% of the matrimonial home and her 1 out of 2 shares in (ii) GLC, the Wife claimed that the entire pool of matrimonial assets should be divided equally between the parties and that she was entitled to a 50% share (if not more).

21 In her affidavits as well as in her counsel's submissions, the Wife without any attempt at modesty, highlighted her immeasurable contributions as (i) a mother to five children and (ii) as a wife who gave her life to, and sacrificed her professional career as a medical doctor for, the family. Hence, she contended, she is entitled to 50% of all the matrimonial assets.

22 The Wife contended that she made direct financial contribution towards the purchase of the matrimonial home in 1987. She claimed to have jointly paid with the Husband half the purchase price *ie* S\$1,175,000 *via*:

(a) S\$384,987.93 of CPF withdrawals;

(b) cash payments from the DBS Joint Account; and

(c) a joint loan from Chase Manhattan Bank.

The Wife's mother paid the remaining half (S\$1,175,000) of the purchase price in cash.

23 I turn now to the Wife's claims on her indirect contributions to the 25 year marriage. In brief,

the Wife asserted:

(a) She organised the couple's wedding from the invitations right down to the music for the church ceremony and wedding dinner and subsequent thank-you notes to guests.

(b) She took care of the physical and emotional well-being of the five children singlehandedly because the Husband was busy with his practice. To this end:

(i) In her first and second affidavits, the Wife set out *in extenso* all that she had done for each of the five children from birth until they left for further studies overseas and even thereafter. In the case of her oldest son Geoffrey, her contributions apparently commenced even before he was born.

(ii) According to the Wife, she was effectively a single mother who practically raised the children alone with domestic help. She claimed the Husband was mostly "uninvolved", preferring to focus on his career and building up his wealth.

(c) She was largely instrumental in the Husband's success as a gynaecologist, from the time he resigned as a registrar with Kangar Kerbau Hospital ("KKH") until he went to work for his cousin Dr TH Lean in 1985 in a practice called Clinic 33, and then when he started his own practice in premises at Specialist Centre ("the Specialist Centre unit") in 1986. To this end:

(i) She did everything for the Husband, from printing and sending out notification cards to his patients from KKH, informing them of the Husband's move to private practice to doing the design and layout of Clinic 33. The Wife referred "countless cases" to the Husband from RCP (where she was employed at the time) and recommended patients to him for consultations.

(ii) Her father purchased a foetal cardiac monitor and ultrasound machine for the Husband, saving him from having to apply for a loan or having to dig into his own savings.

(iii) The Wife accompanied the Husband when he had to do deliveries/surgical procedures outside office hours, and assisted him as a theatre assistant in a few surgical procedures as well as acted as a female chaperone for his patients.

(iv) When he moved his practice to the Specialist Centre unit, the Wife was responsible for designing the logo of the clinic (which is used to this day), arranging the printing of business cards, stationery *etc* as well as recruiting a staff nurse and a receptionist.

(v) She managed the Husband's accounts from 1985 until the mid-2000s, recording the Husband's daily takings manually into an accounts book and subsequently, entering the data into a computer using Microsoft Word and Excel (for which she attended courses). She then deposited the cash into the clinic's bank account.

(vi) When the Husband moved his practice to the Gleneagles unit, she worked closely with a Thai interior designer to design the clinic. This included (A) commissioning a famous local Chinese brush painter to do three paintings for the waiting area and (B) selecting a sculpture for the entrance and artwork for the main consultation room. The Wife personally selected the material and design for the staff's uniforms.

(vii) The Wife attended overseas conferences with the Husband.

- (viii) The Wife ordered cakes/cookies/festive items for every Chinese New Year and Christmas for the Husband's staff.
- (ix) The Wife also ordered/selected festive goodies for general practitioners ("GPs") who supported the Husband and delivered them personally (with the driver), during Chinese New Year, the Mid-Autumn festival and Christmas.
- (d) She paid the foreign worker's levy ("FWL") for the second domestic helper until her bank account was exhausted.
- (e) She organised all the annual family vacations usually to US theme parks (which the Husband did not join) and to ski resorts including Beaver Creek, Colorado, US (which the Husband joined infrequently);
- (f) She was instrumental in selecting the couple's investment properties in Kuala Lumpur, London and in the US.
- (g) She took care of the Husband's two Dobermanns which were show dogs he had imported from the US.

### ***The Husband's case***

24 The husband disputed the Wife's claims in [23] above. He contended:

- (a) The Wife did not sacrifice her career for him/the family. She was not keen to work full-time even when her father offered to set up a GP practice for her. Despite the Husband's encouragement that she should not let her qualification go to waste but should obtain qualifications in a specialised area of medicine, the Wife refused.
  - (i) The Wife greatly exaggerated her contributions to his practice. She lied when she claimed to have designed the layout of Clinic 33. The Husband took over premises which were previously occupied by a paediatrician and no renovation works were required.
  - (ii) When the Husband moved to Clinic 33, only a few patients followed him from KKH. It was he, not the Wife, who sent out notification letters (not cards) of his move to private practice. It was he, not the Wife, who liaised with the printers on the design of his business cards *etc.* The Wife did not refer "countless cases" to him. Her referrals were few and did not contribute significantly to the growth and success of his practice.
  - (iii) The Husband relied on referrals from GPs he knew and from his cousin when the latter was too busy to attend to the patients. Most of the Husband's patients came by word of mouth.
  - (iv) When he was at Clinic 33, he had to shuttle between private hospitals to perform surgeries and deliver babies. The Wife accompanied him on a few occasions at night but only when he was at Gleneagles. She stopped accompanying him after Geoffrey was born in 1986.
  - (v) It was the Husband's mother who helped to secure him the Specialist Centre unit through her connections.

- (vi) The Wife's father gave him a gift of S\$30,000 to start his clinic but the Husband paid S\$20,000 for the ultrasound machine using a loan from his cousin.
  - (vii) Contrary to the Wife's claim, she played no part in the design or layout of the Specialist Centre unit; it was a relative of the Husband (an architect) who did the design which the Husband solely oversaw.
  - (viii) In the initial years after 1986, the Wife did help the Husband to manually record his daily takings from the practice and later input the data into his computer. However the Wife's recording was not on a daily basis – she would accumulate takings over days/weeks before recording them. Subsequently the Wife asked her brother to help her enter the data into the computer, thereby enabling her brother to see the Husband's daily takings. As a result, the Husband took over the recording himself, which he has done for the past 10 years. The Husband also arranged for his receptionist to deposit the daily takings into the clinic's bank account.
  - (ix) The Wife's sister helped out as a temporary receptionist at Specialist Centre unit while she was waiting to enter university but the Wife did not recruit the receptionist or the staff nurse. The receptionist was recommended to the Husband while he approached the staff nurse as he knew her personally. Most of the clinic's full-time staff are employed through advertisements or through job agencies. The Wife had no dealings with the staff, save for telephoning the receptionist with instructions to pack her slimming tablets for the Husband to take home. [\[note: 2\]](#)
  - (x) The Wife's only involvement with festive goodies was to order the items. Thereafter (up to 2006) the driver would deliver them to the clinic. After the driver left, the Husband himself would pick up and deliver the items to the clinic. The Wife never delivered festive goodies or flowers to the Husband's staff.
  - (xi) The Wife had minimal involvement in the Gleneagles unit save for one occasion when she accompanied the Husband to the interior designer. The Husband alone was involved in its design and construction.
  - (xii) The Wife had nothing to do with the staff's uniforms. The Husband was recommended a seamstress by another doctor and the seamstress designed and sewed the uniforms although the Husband did ask the Wife for her opinion on the colour.
- (b) The Wife had exaggerated her contributions to his practice and its success. All income earned therefrom was primarily through the Husband's sole effort. Notwithstanding that the Wife did not work at GLC, she received remuneration (up to 2008) and was paid director's fees (up to 2009).
- (c) The Wife's claim of being a loving mother and dedicated caregiver was also grossly exaggerated. The Husband cited numerous incidents to prove that he, and not the Wife, took care of the children when they were sick or injured. While the Wife took care of them when they were very young, she always had the help of two domestic helpers as well as the Wife's mother when she lived at the matrimonial home from about 1986/1987 to 1994. The Husband maintained he was/is the children's primary caregiver. The Wife did not provide emotional support to the children as she was demanding and had unrealistically high expectations of them which sometimes led to quarrels/fights between her and the children in which the Husband had to act as the go-between and peacemaker.

- (d) He, not the Wife, planned birthday parties (for the children when they were older) and functions at home; the Wife was not interested. On the contrary, whenever his family held functions, the Wife would be reluctant to attend them.
- (e) The Wife was not truthful in her claim that she paid the FWL – it was paid from one of the couple’s now defunct joint POSB savings account no 057XXX (“the POSB Joint Savings Account”) which he alone funded and topped up periodically. The Wife took away the passbook for this account when she left the matrimonial home. However, the Husband still managed to exhibit the POSB passbook entries showing deductions for FWL and his two deposits of S\$10,000 each between 12 November 2006 and 31 July 2007. The Husband also produced entries from the passbook showing that the Wife had steadily depleted this POSB joint account. There was a letter [\[note: 3\]](#) addressed to him and to the Wife (at her rented flat) from POSB dated 30 September 2009 stating the account had been closed because the balance was zero. The Husband now pays the FWL *via* GIRO from the Husband’s DBS Account.

*The matrimonial home*

25 Earlier at [17]-[18], I had alluded to OS 209/2013 where this court ruled that the Wife’s mother was legally and beneficially entitled to 50% of the matrimonial home which was to be sold. In OS 209/2013, the parties and the Wife’s mother had argued extensively on how the purchase price of the matrimonial home was paid as well as how its redevelopment in 1994 was funded. I do not propose to repeat the arguments here in any great detail save to set out the following (undisputed) figures in relation to the contribution towards purchase price:

Source	Amount
Husband’s payments (including CPF)	S\$ 323,900
Wife’s payments (via CPF)	S\$9,100
Loan from Chase Manhattan Bank	S\$750,000
Loan by the Wife’s mother	S\$750,000
Husband’s payments from funds from his practice	S\$467,000

The above payments only total S\$2,300,000 leaving a shortfall of S\$50,000 on the purchase price of S\$2.35m. However as the Wife does not dispute that the Husband paid for the matrimonial home using his earnings from GLC (indeed it was her case), I will assume that the shortfall in payment of S\$50,000 came from GLC.

26 It is not disputed that in January 1994 the couple refinanced the Loan from Chase Manhattan (see [25] above) by taking a loan from DBS for S\$2.34m (“the DBS Loan”). The DBS Loan comprised of (i) a reconstruction loan of S\$1.2m (including an overdraft facility of S\$800,000) and (ii) S\$340,000 housing loan to repay the outstanding sum owed to Chase Manhattan. The loan documentation stated that the monthly instalments for both portions of the DBS Loan totalled S\$16,262. [\[note: 4\]](#)

27 The existing house situated at 7 Victoria Park was demolished and the DBS Loan was used to build a renovated matrimonial home designed by the renowned firm of Bedmar & Shi (“the designers”)

while the Balinese landscaping was designed by the well-known designer called Made Wijaya ("Wijaya"), the main building contractor was Pacific-Nature Landscape Pte Ltd ("the main contractor").

28 The Husband paid the instalments of the DBS Loan, the cost of furnishings, repairs, upkeep etc of the renovated matrimonial home from his earnings from GLC. He and the Wife also utilised their CPF savings to repay the DBS loan: S\$767,870.37 by the Husband and S\$535,804.93 by the Wife. The Husband also paid \$48,814.26 to DBS in August 2006 to redeem the DBS Loan.

29 Although the Wife took credit for the design and building of the renovated matrimonial home, claiming *inter alia*: [\[note: 5\]](#) that she worked closely with the designers, sourced for Wijaya and chose the main contractor, she did not (apart from her self-serving statements and isolated diary entries in 1994) produce one iota of evidence to support her claims. The Husband, on the other hand, produced the contract dated 16 March 1992 that he (alone) signed with the designers, [\[note: 6\]](#) correspondence he had exchanged in 1994-96 with the designers and other parties involved in the construction setting out matters that only someone who was intimately involved in the building process would be aware of. The Husband also attended the site meetings.

30 The Husband's position on the matrimonial home is that it should be sold and the Wife should be given 2/7 (or 28.5%) while he is entitled to 5/7 (or 71.5%) of the sale proceeds. As this court in OS 209/2013 held that the Wife's mother is entitled to 50% of the net sale proceeds of the matrimonial home, it means that the Husband's and the Wife's shares in the net sale proceeds would be correspondingly reduced to 2/14 (or 14.25%) and 5/14 shares (or 35.75%) respectively.

#### *The overseas properties*

##### (i) The KL property

31 The Husband said the KL property was purchased in or about 1997 for RM1.2m and sold at a loss in 2004 for RM750,000. The purchase was made in the name of a special purpose vehicle called Perfect Meridian Sdn Bhd ("Perfect Meridian"). He questioned the Wife's professed ignorance of the sale pointing out that as a co-director of Perfect Meridian, she signed a board resolution dated 16 August 2004 approving the sale of the KL property to one Low Hong Ling. [\[note: 7\]](#)

32 The KL property had been purchased with a loan of RM660,000 from PhileoAllied Bank. Less the outstanding loan, the net sale proceeds of about RM234,896.69 (equivalent to S\$101,584.55 [\[note: 8\]](#)) was initially deposited into Perfect Meridian's Maybank account in Kuala Lumpur before it was remitted in tranches to the DBS Joint Account between March and June 2006. The Husband explained that the remitted sum had been used for the family's expenses.

##### (ii) The London flat

33 Contrary to the Wife's claim that she researched its location, amenities and potential yield, the Husband asserted that it was he who found the London flat. The Husband used to be a permanent resident of the UK where he studied from 1968 to 1976. He would visit the UK every two years to renew his permanent resident status. On one of his trips to the UK with the Wife, he had shown her the development called Kensington Green where the London flat is located. It was marketed by a company called HRL in Singapore. The development had also been recommended to the Husband by some of his colleagues who had purchased units through HRL. The Husband bought the London flat in March 1997 for £520,000, with the help of a loan.

34 The Husband accused the Wife of lying in taking credit for it when he alone took care of the upkeep, rental, repairs and mortgage payment of the London flat. It was sold around March 2004 for £690,000 and the net sale proceeds of £375,000 were initially deposited into the RBS Joint Account 1. Subsequently, the funds were transferred first to a DBS fixed deposit account ("the DBS FD Account") and later to the Husband's Lloyd's Account to earn higher interest. The funds were earmarked for the children's education. I shall return to the London flat's sale proceeds later when dealing with the Trust.

(iii) Elkhorn Lodge

35 Contrary to the Wife's claim at [23(e)], the Husband said he was at Elkhorn Lodge for at least five out of seven skiing trips the family made to Beaver Creek, the last being in December 2007. The Husband said the purchase of Elkhorn Lodge was a joint decision by the couple. They purchased it because it had an excellent view of the mountains.

36 The Husband accused the Wife of lying in contending that it "fell on her shoulders to design and decorate Elkhorn Lodge" and that she worked closely with the designers Slifer Designs. He pointed out that the Wife had no supporting documents for her claims. He, on the other hand, was able to produce correspondence to show he liaised with (i) the Colorado lawyers, (ii) the estate agent and (iii) the aforesaid designers. The Husband was/is the person whom the Elkhorn Lodge manager contacts for maintenance and upkeep as well as to make arrangements to stay when the family wanted to visit Beaver Creek, Colorado, US.

37 In fact, the Husband complained of an incident in 2008 when the property tax bills for Elkhorn Lodge were mistakenly sent by the authorities to the Wife's instead of to his email. She failed to forward the same to him and did not pay the tax. The result was that the Husband ended up paying interest for late payment of the property tax.

38 The Husband said it was a gross exaggeration on the Wife's part when she claimed that she was instrumental in ensuring that Elkhorn Lodge fetched a good rental. The Husband pointed out that the rental was often insufficient to cover the monthly interest on the loan that was obtained to finance its purchase. The Husband periodically has to transfer money from the Husband's Lloyd's Account to cover the shortfall between the rent and the loan repayments.

39 The Husband indicated he wants the Wife to transfer to him her interest in Elkhorn Lodge. He pointed out that it is unfair for her to have 50% of the property. He was willing to assume responsibility for the outstanding loan since he felt that selling Elkhorn Lodge in the current US property market would probably result in a loss.

*The other assets*

(i) The Ash Grove property

40 As stated above at [12], the Wife contended that the Ash Grove property is a matrimonial property that should go into the asset pool for division. The Husband disagreed pointing out that he had purchased the Ash Grove property in November 2010 after the Wife had left the matrimonial home and well after she had commenced these divorce proceedings in January 2010. He claimed that he had funded the purchase from (i) a S\$115,000 loan from his sister; (ii) a S\$7,858,308.67 loan from his mother; and (iii) a \$3.5m loan from United Overseas Bank ("UOB"). The Husband explained that he purchased the property so that he and the children would have a home after the matrimonial home is sold. [\[note: 9\]](#)

41 In the light of the Wife's/Mr De Souza's repeated contention that they disbelieved the Husband had borrowed S\$115,000 and S\$7,858,308.67 from his sister and his mother respectively for the purchase of the Ash Grove property, the court ordered the Husband's mother to disclose her UOB advices /statements. These documents confirmed that she is a woman of substantial means in her own right. The court is satisfied that the Husband's mother had indeed extended the aforesaid loan to the Husband which the Husband intends to repay using his share of the sale proceeds when the matrimonial home is sold. The Husband's statement that he took a loan from UOB for S\$3.5m on 26 October 2010 is also documented. The Wife's claim that the Husband funded the purchase from monies in their joint bank account is therefore unfounded.

(ii) The Lim's Family Company

42 The Wife had in the course of these proceedings administered Interrogatories to the Husband on the Lim's Family Company. Her contention that the Husband had failed to disclose his interest in the Lim's Family Company proved to be untrue. The Husband's explanation, which the court accepts, was that the company was incorporated by his parents in 1975 for real estate investment. [\[note: 10\]](#) Until 1981, his parents were the only shareholders. The Husband held 153,120 or 21.9% of the shareholdings on trust for his mother. The company has been dormant since 2010 and was struck off on 7 March 2012.

(iii) The Trust

43 The Trust was the main bone of contention between the parties. The Trust was established on 3 April 2009. The Husband did not deny the Wife's allegation that he had in March 2009 transferred monies from DB Joint Account 1 and DB Joint Account 2 totalling approximately S\$2.9m into his personal DB accounts and then set up the Trust using these funds in April 2009. The Husband produced a letter from Deutsche Bank ("DB") dated 7 March 2012 confirming this. [\[note: 11\]](#) The Husband has since closed DB Joint Account 1 (item [7(d)]) and DB Joint Account 2 (item [7(e)]). [\[note: 12\]](#)

44 The Husband confirmed that the children are also beneficiaries of the Trust. Initially the Trust comprised of (i) the Grateful Trust Discretionary Account Nos. 606XXX ("the Trust Discretionary Account") and the Trust Advisory Account (see item [8(q)] above). Subsequently, to reduce the costs of administering the Trust, the Trust Discretionary Account was closed, leaving the Trust Advisory Account as the only account in the Trust. [\[note: 13\]](#)

45 The Wife complained that the Husband is not only the settlor but also a beneficiary of the Trust which is revocable. The Husband pointed out that the Trust was specifically created so that he can withdraw money therefrom for the children's education (and which he did when he instructed DB on 13 June 2013 to pay A\$16,504.25 to Monash University for Christopher's fees). [\[note: 14\]](#) The Husband gave a breakdown of the projected costs of the four younger children' education (Geoffrey, the oldest child, having graduated and is working overseas). The costs totalled around S\$2.1m. [\[note: 15\]](#)

46 In regard to the Wife's complaint that there was a discrepancy of approximately S\$500,000 between the sums all the parties' joint bank accounts and monies in the Trust, the Husband explained that it was due to the fact that only the monies from DB Joint Account 1 and DB Joint Account 2 were transferred to the Trust.

47 In fact, the Husband gave a full account of what had happened to the monies in the parties'

joint accounts under (a) RBS Joint Account 1; (b) RBS Joint Account 2; (c) DB Joint Account 1; (d) DB Joint Account 2; (e) the DBS Joint Account (where (a)-(e) are the accounts referred to at [7] above); and (f) the POSB Joint Savings Account (referred to at [24(e)] above). [\[note: 16\]](#) The DBS Joint Account was the account that the Wife complained (at [10]) the Husband had closed when it had a credit balance of S\$185,252.76.

48 In essence, the Husband utilised the monies first from the DBS FD Account (see [34] above) and later, from the RBS Joint Accounts 1 and RBS Joint Accounts 2 to defray the university fees/living expenses of Laura and Geoffrey in the UK. He volunteered the information (as the Wife did not ask) that he used monies in the Husband's Lloyd's Account to open an account with: (i) Christopher at Commonwealth Bank for purposes of his education in Australia and (ii) Laura at HSBC for purposes of her education in UK. The DBS FD Account was subsequently closed. The Husband produced documents [\[note: 17\]](#) to support his statements on the various bank transfers he had made and the accounts he had opened with the children.

49 Counsel for the Husband, Ms Loh Wai Mooi ("Ms Loh") had explained (which explanation the court accepts) that as the Trust comprises of a portfolio of shares, the value of securities and thereby the Trust, would fluctuate from time to time.

50 The Husband disclosed that the Trust was created as a safeguard for the children's education because of the Wife's irresponsible, extravagant and spendthrift ways (for which he cited numerous examples). It was revealed that the Wife had withdrawn \$10,000 from each of the joint POSB accounts she had with the twins and with Christopher. [\[note: 18\]](#) Further, after leaving the matrimonial home in January 2006, the Wife travelled (at his expense spending freely on her supplementary credit cards) to exotic places such as Bora Bora and Nepal and also to Hong Kong and Melbourne, with her rich divorced and/or single friends. The Husband only stopped her usage of the supplementary credit cards when she refused to cut down on her expenses after he had requested that she do so for the sake of the children's education and his own retirement.

51 In regard to his own future, the Husband revealed that he was diagnosed with fibromyalgia in 2010 – a chronic incurable disease characterized by multiple muscle and joint pains, trigger points, stiffness and muscle weakness. This condition commenced in the early 1990s when he started suffering from low back stiffness, pain and muscle weakness. He raised the possibility that his affliction may affect his ability to work full-time in future and which may force him to retire. I shall return to the Husband's condition later when addressing the Wife's claim for maintenance below.

52 As for the DBS Joint Account (see item [7(c)] above), the Husband deposed that he had closed it and transferred the monies therein to the Husband's DBS account (see [8]) from which account he meets all the expenses relating to the family. As at 31 March 2012, the Husband's DBS account had a balance of S\$14,886.15. [\[note: 19\]](#)

(iv) GLC

53 The Husband explained that the incorporation of GLC required a minimum of two shareholders and on the advice of his accountant the Wife became the second/other shareholder, presumably as a matter of convenience. There was therefore no significance in the fact that the Wife held one of the two issued shares in the company as she/Mr De Souza sought to suggest.

54 In any case, as mentioned above at [18], the Husband had informed the Court of Appeal at the hearing of CA 163/2013 that he was prepared to put (i) GLC, (ii) GLCSFW as well as (iii) the sole

proprietorship into the matrimonial asset pool for division. As such, it is no longer necessary for this court to decide whether the Husband had (in the words of Mr De Souza) "colonised" the assets of GLC for the benefit first of the sole proprietorship and subsequently, of GLCSFW.

55 However, unless the parties otherwise agree, I envisage that an inquiry will have to be held at a later date to determine what profits the three practices made for purposes of division between the parties if the Wife does not (as Mr De Souza seems to suggest) accept the accounts of GLC and GLCSFW as provided by the Husband. I return to this later at [71] below.

### ***Analysis***

56 Was the marriage between the parties an equal partnership as the Wife/Mr De Souza repeatedly contended? I think not.

57 Common sense dictates that an equal partnership in a marriage means that both parties contribute equally to the marriage by working or doing the equivalent in kind; this was not the case here. It is not an equal partnership where one party (the Husband) toils ceaselessly to maintain and enable the family/the Wife to live in comfort and the other party (the Wife) spends what the Husband earns. None of the many cases cited by Mr De Souza for the Wife's case supported the Wife's position in this regard. Mr De Souza's submission that the Wife had contributed towards payment of the purchase price of the matrimonial home must be seen in the light of the fact that the Husband paid her director's fees approximating S\$180,000 per annum together with attendant CPF contributions and dividends without her having worked at all at GLC. He was therefore instrumental in her having the cash to contribute towards the purchase price. It was hypocritical of the Wife to complain that the Husband paid the Husband's mother S\$20,000 per annum as a director of GLC for doing no work.

58 Granted this was a 25 year marriage, but looking at it dispassionately, what were the Wife's contributions? Taking what she said in her affidavits at face value, the Wife appeared to have been an incredibly devoted and amazing "hands on" mother. However, having reviewed the evidence, this court shares the Husband's view that the Wife has grossly exaggerated her contributions and greatly overstated her case. Indeed, at times she took liberties with the truth. In this regard, I find it strange that the Wife did not depose to her accomplishments on oath. She had set out her copious contributions (presumably drafted by her) not in the body itself of her first affidavit of assets and means (filed on 30 March 2011) but by way of a 79 page exhibit attached therewith. [\[note: 20\]](#) Mr De Souza then relied on and quoted her comments *in extenso*, but those statements were not made on oath and some were proved by the Husband to be untrue, as can be seen in the instances cited below.

59 Contrary to the Wife's allegation that he had alienated himself from the children by his temper and rages, the Husband disclosed that it was the Wife who had alienated herself from the children, first when she left the matrimonial home while the twins were in junior college, and later when the twins discovered that she was having affairs with Caucasian men. In this regard, the Wife admitted that she did have one affair in January 2009 after she left the matrimonial home but claimed that the relationship had ended. [\[note: 21\]](#) The Husband disputed that, pointing out that according to the Wife's diary entries (which the twins found in 2008) she had more than one on-going relationship; he surmised that was the reason the Wife rebuffed his repeated attempts at reconciliation, before he found out about her affairs in 2010, as the twins kept them from him for two years so as not to hurt him. I would add that the affectionate notes written by all five children in the Father's Day and birthday cards that they sent to the Husband [\[note: 22\]](#) belies the Wife's accusations in any case.

60 As an aside, I would add that to support her professed role of being the children's main caregiver, the Wife had procured [\[note: 23\]](#) a 32 page statutory declaration from the second son Christopher dated 20 July 2012 where he referred to (voluminous) extracts pertaining to him, from the Wife's second affidavit filed on 4 January 2012.

61 I had advised Mr De Souza not to get the children involved in these proceedings. Mr De Souza pointed out that Christopher had independent legal advice from another law firm when he made the statutory declaration; that explanation was disingenuous. The statutory declaration was prepared (although the contents suggested it was more the Wife than the lawyers who drafted it) by the law firm to which Mr De Souza was formerly attached before he moved to his present firm. In any case, I view the statutory declaration with considerable scepticism – how can Christopher remember what the Wife did for him when he was a baby/a child? The Husband disclosed [\[note: 24\]](#) that Christopher had a gambling problem which he told the Husband in various text messages in April 2012, and the Wife had paid his gambling debt of S\$5,000 – which in my view was a wrong form of “financial assistance” by the Wife. As Christopher had suffered from depression in or about June 2012, I accept the Husband's submission that his statutory declaration should be seen in that light. Further, it is not for Christopher to testify on his siblings' behalf to what the Wife had done for them.

62 One instance where the Wife was found by this court to have lied was her claim that she used the Mercedes (see item [14(a)] above) which was a gift from the Husband, to ferry the children around. The court pointed out to Mr De Souza that would not have been possible as the Mercedes is a two-seater sports convertible. The Wife further lied when she said she would allow the children (Christopher in particular) to drive the Mercedes while she was away. The Husband pointed out that that was not possible since the Wife would lock up the car's keys when she was out of Singapore to prevent the children from using the Mercedes.

63 The court had also informed Mr De Souza that the Wife's claim that her earning capacity was only around S\$4,000–S\$5,000 per month as a locum was unbelievable as that would be what a newly qualified doctor would earn, bearing in mind that the Wife had resumed her medical career seven years ago in 2006. The Husband produced evidence that the Wife had obtained in 2010 a graduate diploma in family medicine as well as attended courses in anti-aging medicine and mental health. [\[note: 25\]](#) These qualifications would have enhanced her employability as a family physician. Therefore, either the Wife was (i) not trying hard enough in looking for better-paying employment; or (ii) she was untruthful; or (iii) she could not hold down a permanent job because of her penchant for travelling. In any case, very tellingly, the Wife did not produce a single document to support her claim of earning such a low income. Indeed, what the Wife did produce contradicted her case. She had exhibited an IR8A form [\[note: 26\]](#) from Parkway Shenton Pte Ltd which showed she earned S\$16,651 for 1½ months work in 2012 (which works out to S\$11,100.67 per month).

64 The Wife had claimed she was in such dire financial straits that she was unable to pay her credit card bills on time, thereby incurring overdue interest charges. Yet she did not file any maintenance claims against the Husband after 2009. Indeed, her previous claim for maintenance in MSS No. 3358 of 2009 was struck out with costs to the Husband because she failed to appear in court at the hearing on 7 October 2009. In this connection, I note that the Wife worked at Raffles Hospital between 2006 and 2011 (or thereabouts). What did she do with her income which would have amounted to S\$9,000–S\$10,000 per month? No mention was made of that income in any of her affidavits. Bearing in mind she left the matrimonial home in January 2009, there was at least three years' income that the Wife saved, as the money did not go into the DBS Joint Account while the Husband paid for all her expenses, including the hire-purchase instalments (S\$2,797.50 per month) on

her Mercedes. Mr De Souza did not address the issue of the Wife's non-disclosure of her earnings since 2006 and what she did with the dividends and director's fees paid to her by GLC before 2009.

65 If the Wife was so impecunious, where did she find \$66,000 to pay for Geoffrey's master's course in English literature which she alleged the Husband refused to pay as it was not the Husband's preferred course of law or medicine? She had also accused the Husband of refusing to attend Geoffrey's graduation from Oxford University. Suffice it to say the Husband successfully refuted both allegations and proved that it was he, not the Wife, who paid for Geoffrey's master's degree expenses and accommodation (mainly *via* a Gold American Express Charter credit card which charges are borne by the Husband).

66 I noted too that the Wife practised double standards. She was quick to submit that the Husband's Tanglin Club membership must be taken into account in the division of assets even though the membership is not transferable and has no intrinsic value. Yet, when it came to her memberships of the Singapore Island Country Club ("SICC"), the American Club and the Singapore Swimming Club ("SSC"), all of which were transferable club memberships, the Wife took pains to obtain letters from the three clubs to prove she had acquired the memberships before her marriage and therefore they should be excluded from division. However Ms Loh rightly pointed out, the three clubs have consistently been patronised by the entire family (as proven by the Clubs' statements/bills produced by the Wife) with the Husband bearing all the charges. As such, the memberships come within s 112(10)(a)(i) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Women's Charter") which states:

(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...*

(emphasis added)

The club memberships therefore are matrimonial assets subject to division. Ms Loh submitted that the current market values of the clubs are (i) S\$118,000 for the American Club; (ii) S\$224,000 for the SICC and (iii) S\$18,000 for the SSC, thereby adding S\$360,000 to the Wife's assets.

67 Contrary to the Wife's submission, I do not find that the Husband has failed to make full and frank disclosure of his assets and means. Instead, it is the Wife who can be criticised in this respect. She had failed to disclose (i) a joint POSB account that she had with the Wife's mother; (ii) what she did with her own income after 2006; and (iii) what she received from GLC before 2009. The court draws an adverse inference against her in this respect (see *O'Connor Rosamund Monica v Potter Derek John* [2011] 3 SLR 294).

#### *The law*

68 It would be appropriate at this juncture to set out the relevant extracts from s 112 of the Women's Charter applicable to this case. The section states:

112 — (1) The court shall have power, when granting or subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, to order the division between the parties of any matrimonial asset or the sale of any such asset and the division between the parties of the

proceeds of the sale of any such asset in such proportions as the court thinks just and equitable.

(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

- (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) an order postponing the sale or vesting of any share in any matrimonial asset, or any part of such share, until such future date or until the occurrence of such future event or until the fulfilment of such condition as may be specified in the order;
- ...
- (g) an order for the payment of a sum of money by one party to the other party.

*The decision*

69 I now apply s 112 of the Women's Charter to the facts. In the light of my earlier observations, I am of the view that the Wife is not entitled to 50% (let alone more) of the matrimonial assets for her contributions to the 25 year marriage. Even though she was the primary caregiver of the children when they were young, she always had the help of two maids and the Wife's mother for about seven years.

*(i) The matrimonial home*

70 The Husband had offered (which I think is fair), 28.5% of half the net sale proceeds of the matrimonial home. Based on the Wife's valuation of S\$42m, subject to the final sale price, that would give the Wife approximately S\$6m as her share.

*(ii) GLC, GLCSFW and the sole proprietorship and the cars*

71 With regard to GLC, the Gleneagles unit, GLCSFW and the sole proprietorship, I am of the view the Wife is only entitled to 20% share of the sale proceeds or current valuation as the case may be, based on a broad brush approach. The figure gives her credit for the fact that she helped the Husband to record his daily takings from his practice for a number of years. As stated at [55] above, if the parties are unable to agree on a valuation of these assets, an inquiry may need to be held at a later stage. It would be preferable if the parties can agree on a valuation of all three practices as well as of the Gleneagles unit failing which separate inquiries may have to be held to determine their values.

72 The Husband acknowledged that he had not paid the Wife S\$428,060 for her share of the

dividends declared by GLC in July 2010. She should be paid the sum less the sums (S\$30,000 or thereabouts) that she had withdrawn from the POSB accounts of the twins and Christopher, and less the monthly hire-purchase instalments the Husband had paid for the Mercedes since January 2011 (one month after the date of the Interim Judgment dated 17 December 2010). The Mercedes was a gift to the Wife from the Husband and she should be allowed to keep it for her own use. However, the Wife should transfer to the Husband (or to one of the children at his choice) the Lexus. That vehicle, although registered in the Wife's name, was/is used by the children.

73 The Wife should also be paid her outstanding director's fees from GLC for the years 2009-2012. As per the Husband's request, she shall transfer back to him or to his nominee forthwith her one share in GLC.

(iii) *Elkhorn Lodge*

74 The Wife has no claim to Elkhorn Lodge and she shall remove her name from its ownership.

(iv) *The Ash Grove property*

75 Although the Ash Grove is technically a matrimonial asset under s 112 of the Women's Charter as it was acquired in November 2010 (a month before the Interim Judgment), I am exercising my discretion and hold that it should be excluded from the matrimonial assets for division. The property was purchased by the Husband with borrowed money (from the Husband's mother, his sister and UOB) and is intended as accommodation for him and the children after the matrimonial home is sold. It would be highly inequitable to award the Wife a share in the same when she made no contribution towards the purchase and the Husband did not make use of any monies from the DBS Joint Account to fund its purchase. I accept Ms Loh's submissions that the facts here are very different from *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 and this court should not abide by the appellate court's ruling in that case.

(v) *The Lim's Family Company*

76 Nothing more needs to be said about the Husband's family company in the light of [42]; the Wife has implicitly abandoned her claim.

(vi) *The Trust*

77 The Wife submitted that the Trust should be unwound and the funds therein divided equally between the parties. At the very least S\$1m should be taken therefrom and put back into the matrimonial assets pool for division. The Wife's submission was based on the Husband's estimate [\[note: 271\]](#) of S\$1,364,168.80 for the four younger children's education to first degree level at university ignoring the additional sum of S\$751,476 for projected costs for Master's degrees for them. For a mother who professed she had given her life to the children, the Wife's stand was utterly selfish. It also contradicts her position that she funded Geoffrey's Master's degree because the Husband refused to do so. She only thought of herself and not the children or the Husband who at 61 years of age, is unlikely to practice indefinitely as a gynaecologist. Physically he cannot especially if his fibromyalgia condition worsens. The husband too needs funds to live on after his retirement/for his old age. The court will not unwind the Trust or put back any part of its funds into the pool for division with the Wife. There is precedent for this court's ruling in *AQT v AQU* [2011] SGHC 138 and *NI v NJ* [2007] 1 SLR(R) 75.

(vii) *Joint accounts*

78 The Wife shall have 50% of the monies in RBS Joint Account 2 (as per the Husband's offer) and RBS Joint Account 1.

*(viii) Others*

79 Finally, the Wife shall remove herself as the beneficiary of the Husband's NTUC Incomeshield policy no XXX195 (at [0] above).

80 Subject to what has been ordered above, each party shall retain his/her own assets.

### **Maintenance for the Wife**

81 The Wife asked for a lump sum maintenance in the amount of S\$7,651,399.20 (based on a multiplier of S\$31,880.83 per month and a multiplicand of 20 years). The Wife had argued that this lump sum in excess of S\$7m was necessary to fund her lifestyle.

82 The figure is absurd. It included the Wife's claim that she requires to make ten trips at S\$10,000 per trip (travelling business/Raffles class on Singapore Airlines) or S\$120,000 per annum to visit the children studying/working in the US, UK and in Australia. The four younger children return to Singapore every year for holidays. She can see them then.

83 The court has the power to order maintenance payments under s 113 of the Women's Charter. The assessment of maintenance is set out under s 114 of the Women's Charter. It states:

114 —(1) In determining the amount of any maintenance to be paid by a man to his wife or former wife, the court shall have regard to all the circumstances of the case including the following matters:

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;
- (f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; and
- (g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.

(2) In exercising its powers under this section, the court shall endeavour so to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each

had properly discharged his or her financial obligations and responsibilities towards the other.

84 Mr De Souza had placed great emphasis on ss 114(1)(c) and 114(2). He took the court through innumerable statements to show the average monthly bills incurred by the family/the Wife reflecting the lifestyle the Wife was accustomed to during the marriage.

85 The Husband on the other hand submitted that the Wife should not be awarded any maintenance at all as her monthly expenses, an exorbitant S\$31,880.83 [\[note: 28\]](#) (which she had reduced from her initial estimate of S\$46,402.88), [\[note: 29\]](#) should realistically be reduced to S\$7,500 which the Wife can comfortably earn.

86 I agree that the multiplier should be reduced. Some of the Wife's expenses were completely unjustified. If she is no longer Mrs Gordon Lim, she cannot frequent the Tanglin Club. There is no question then of her incurring the monthly subscription fee (for married couples) of S\$170. Further, why would she a working doctor need to take enrichment classes for (i) French lessons (S\$360 per month); (ii) German lessons (S\$840 per month); (iii) Photography (S\$100 per month); (iv) Psychotherapy (S\$720 per month) and (v) cookery (S\$740 per month)? On top of that she listed as her monthly expenses professional fees costing S\$334.66 (excluding "self-development conferences" and "conferences fees" for which she claimed another S\$2,500 per month). In contrast to the Wife's purported monthly expenses of S\$31,880.83, the Husband's monthly household expenses totalled S\$38,427.99. The figure included S\$3,333 or S\$40,000 per annum for family travel for five to six persons (depending on whether Geoffrey joined the trips). It excluded the Husband's income tax liability.

87 If (as the Husband surmised), the foreign language courses are to enable the Wife to communicate better with her boyfriends, it is galling that the Husband has to pay for them. The Husband had also disagreed that the Wife only travelled in business class. He said that whenever she did so, she upgraded from economy class using frequent flyer mileage.

88 Again using the broad brush approach, I am of the view that S\$15,000 per month should comfortably fund the lifestyle the Wife used to enjoy during the marriage. The Wife should receive a monthly sum of S\$5,000 per month as maintenance on the basis that she can and should earn at least S\$10,000 per month. Bearing in mind her age as well as that of the Husband, the Wife is awarded 16 years' maintenance or S\$960,000 commuted to a lump sum (SS\$5,000 x 192 months). The sum of S\$960,000 shall be paid to the Wife from the Husband's share of the sale proceeds of the matrimonial home, less the interim sum of S\$100,000 the court previously ordered the Husband to pay to her.

### **Costs**

89 Each party is to bear its own costs for these ancillary proceedings.

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[\[note: 1\]](#) Husband's Ancillary Matters Fact and Position Sheet dated 16 April 2013.

[\[note: 2\]](#) Exhibit GL-47.

[\[note: 3\]](#) Exhibit GL-71.

[\[note: 4\]](#) Exhibit GL-14.

[\[note: 5\]](#) Wife's Second Affidavit at [41].

[\[note: 6\]](#) Exhibit GL-36.

[\[note: 7\]](#) Exhibit GL-16.

[\[note: 8\]](#) At an exchange rate of RM2.3035 to S\$1.00.

[\[note: 9\]](#) Husband's First Affidavit at [28].

[\[note: 10\]](#) Husband's Fourth Affidavit at [5].

[\[note: 11\]](#) Exhibit GL-50.

[\[note: 12\]](#) Husband's Fourth Affidavit at [62].

[\[note: 13\]](#) Husband's Fourth Affidavit at [58(d)].

[\[note: 14\]](#) Exhibit GL-93.

[\[note: 15\]](#) Husband's Ninth Affidavit at [34].

[\[note: 16\]](#) Husband's Fourth Affidavit at [40] to [75].

[\[note: 17\]](#) Exhibit GL-68.

[\[note: 18\]](#) Husband's Second Affidavit at [180]-[183]; Exhibit GL-50.

[\[note: 19\]](#) Exhibit GL-69.

[\[note: 20\]](#) Exhibit KLFI-1A.

[\[note: 21\]](#) Wife's Fifth Affidavit at [23].

[\[note: 22\]](#) Exhibit GL-35.

[\[note: 23\]](#) Exhibit IK-36 in Wife's Fifth Affidavit.

[\[note: 24\]](#) Husband's Ninth Affidavit.

[\[note: 25\]](#) Exhibit GL-91.

[\[note: 26\]](#) Wife's Sixth Affidavit; Exhibit IK-47.

[\[note: 27\]](#) Husband's Ninth Affidavit.

[\[note: 28\]](#) Wife's Second Affidavit at [178].

[\[note: 29\]](#) KLF-8A.

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