

Teo Siew Ngoh v Ng Hock Huat
[2013] SGHC 82

Case Number : Divorce Transferred No 3965 of 2011
Decision Date : 19 April 2013
Tribunal/Court : High Court
Coram : Lai Siu Chiu J
Counsel Name(s) : Helen Chia (Helen Chia-Thomas Law Chambers) for the plaintiff; Lim Chee San (TanLim Partnership) for the defendant.
Parties : Teo Siew Ngoh — Ng Hock Huat

Family Law – Matrimonial assets – Division

Family Law – Maintenance – Wife

19 April 2013

Lai Siu Chiu J:

Introduction

1 This was a hearing to determine ancillary matters between Teo Siew Ngoh (“the Wife”) and Ng Hock Huat (“the Husband”) subsequent to an interim judgment of divorce granted on 17 October 2011 to the Wife. After hearing counsel for both parties, I made the following orders:

(a) The property at 19 Chuan Walk, Singapore 558425 (“the matrimonial property”) was to be sold within 180 days of 19 February 2013 at or above valuation to be determined by the average of two valuations carried out by reputable valuers such as Knight Frank, CBRE or Jones Lang La Salle and, less commission, sale, legal and incidental expenses, the net sale proceeds were to be apportioned 35% and 65% respectively in favour of the Wife and the Husband. Each party would refund from its own share of the sale proceeds all its CPF withdrawals or contributions (inclusive of interest) utilised in the purchase;

(b) The Husband was to pay to the Wife in lieu of periodic maintenance a lump sum of \$180,000 which was to be deducted from the Husband’s share of the sale proceeds of the matrimonial property;

(c) In addition, the Husband was to pay to the Wife \$58,500 from his other assets, which sum was also to be deducted from the Husband’s share of the sale proceeds of the matrimonial property; and

(d) Costs for the entire proceedings were awarded to the Wife fixed at \$4,000 excluding disbursements on a reimbursement basis.

2 The Wife is dissatisfied with my decision and has appealed (in Civil Appeal No 30 of 2013) against all the orders that I made save for the order on costs. I now set out the reasons for my decision.

Background

3 The parties were married on 16 July 1981. They have one son and one daughter who are presently 28 and 26 years of age respectively and working. On 17 October 2011, interim judgment dissolving the marriage was granted to the Wife on the basis of the Husband's unreasonable behaviour.

4 The Wife works as a part-time tutor at a child care centre while the Husband works as a construction project manager earning a substantial salary. Before the Husband moved out of the matrimonial home in August 2010 (apparently to live with another woman), he gave the Wife a monthly allowance of \$2,300 (out of which \$400 was paid to the Husband's parents). After the Husband moved out, the Wife received \$1,500 per month until December 2011, after which the Husband stopped paying her any allowance altogether.

The assets disclosed by the parties

5 The Wife disclosed the following assets in her affidavit of means:

No	Item	Beneficiary/Value
1	The matrimonial property	\$2,900,000
2	NTUC IncomeShield (Policy No 92113806)	Unknown
3	NTUC Single Premium Capital Plus (Policy No 1004338819)	Unknown (Sum assured \$63,000)
4	Tokio Marine Asia EnRICH Plan (Policy No 00086846)	Unknown (Sum assured \$50,000)
5	Tokio Marine Towards My Nest Egg SP-125 (Policy No 00101690)	Unknown (Sum assured \$37,500)
6	Prudential PruInvestor Capital Growth (Policy No 37147504)	Unknown (Sum assured \$15,000)
7	Great Eastern Living Assurance Policy (Policy No 1416557-0)	The executors (Sum assured \$30,000)
8	Prudential PruCash (Policy No 23139661)	Unknown (Sum assured \$20,000)
9	Prudential Whole Life (Policy No 8961088)	Unknown (Sum assured \$65,000)
10	Aviva Eldersshield (Policy No E2136545)	Unknown (Premium \$547.09)
11	Orchard Shares (2,800 shares)	\$3,640 (as at 30 th September 2011)
12	San Teh Shares (4,416 shares)	\$2,472.96 (as at 30 th September 2011)

13	Tuan Sing Shares (10,000 shares)	\$2,600 (as at 30 th September 2011)
14	Wing Tai Ltd Shares (1,000 shares)	\$1,220 (as at 30 th September 2011)
15	UOB Bank Account (Joint account with daughter)	\$40,000
16	POSB Bank Account No 1	\$12,216.68 (as at 8 th November 2011)
17	POSB Bank Account No 2 (Joint account with daughter)	\$2,435.91 (as at 8 th November 2011)
18	CPF Ordinary Account	\$17,699.49 (as at 8 th November 2011)
19	CPF Medisave Account	\$2,912.91 (as at 8 th November 2011)
20	CPF Special Account	\$8,957.59 (as at 8 th November 2011)

6 The Wife's total assets (excluding the matrimonial property) amounted to \$94,155.54. The Wife did not declare the surrender value of her insurance policies (see items 2 to 10 above) although this information would be well within her power to obtain. The total sum insured by those policies was \$280,500.

7 The Husband disclosed the following assets in his affidavit of means:

No	Item	Value
1	The matrimonial property	\$2,900,000
2	224 Westwood Avenue, #04-15 (\$830,000 valuation less \$664,000 loan)	\$166,000
3	Prudential Endowment Plan (Policy No 21896502)	\$27,759.33
4	PruInvestor Guaranteed Plus (Policy No 40227699)	\$4,750
5	Great Eastern Whole Life Policy (Policy No 10899884)	\$42,497.62
6	Great Eastern Living Assurance Policy (Policy No 15576729)	\$28,922.48
7	Great Eastern Whole Life (Policy No 0012579317)	\$10,725
8	Chuan Hup Shares (10,000 shares)	\$2,050 (as at 25 November 2011)
9	Fraser & Neave Shares (2,000 shares)	\$12,300 (as at 25 November 2011)

10	Hor Kew Shares (10,000 shares)	\$370 (as at 25 November 2011)
11	SP Ausnet Shares (5,000 shares)	\$5,725 (as at 25 November 2011)
12	SPH Shares (2,000 shares)	\$7,700 (as at 25 November 2011)
13	Wheelock Shares (2,000 shares)	\$3,260 (as at 25 November 2011)
14	NSL Ltd Shares (5,000 shares)	\$6,450 (as at 25 November 2011)
15	Orchard Parade Shares (2,000 shares)	\$2,740 (as at 25 November 2011)
16	DBS Asset Management Eight Portfolio Unit Trust (5,263.16 units)	\$4,957.90 (as at 30 September 2011)
17	Maybank Bank Account	\$450.81 (as at November 2011)
18	OCBC Bank Account	\$6,219.53 (as at November 2011)
19	DBS Bank Account No 1 (Joint account with Wife)	\$539.74 (as at November 2011)
20	DBS Bank Account No 2 (Joint account with Wife)	\$9,185.46 (as at November 2011)
21	DBS Bank Account No 3	NZ\$3,476.82 (as at November 2011)
22	POSB Bank Account	\$6,539.48 (as at November 2011)
23	Stanchart Bank Account	\$6,353.91 (as at November 2011)
24	HSBC Bank Account	\$11,274.82 (as at November 2011)
25	CPF Ordinary Account	\$20,885.40 (as at 8 November 2011)
26	CPF Medisave Account	\$41,000 (as at 8 November 2011)
27	CPF Special Account	\$122,128.99 (as at 8 November 2011)

8 The Husband's total assets (excluding the matrimonial property) amounted to S\$550,785.47 and

NZ\$3,476.82. I accepted the Husband's submission that the total assets amounted to S\$554,297.00

Division of matrimonial assets

The law

9 The court is empowered by s 112(1) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Charter") to make a division of matrimonial assets in such proportions as it deems just and equitable. In making such a division, the court is duty bound to consider all the circumstances of the case and the following factors listed in s 112(2) of the Charter:

- (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
- (f) the matters referred to in s 114(1) so far as they are relevant.

10 It is trite law that a broad brush approach should be adopted to achieve a just and equitable division of matrimonial assets (*Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 at [78] ("*Yeo Chong Lin*"); *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [26]). This approach takes into account both the financial and non-financial contributions of the parties but does not meticulously investigate every minute sum and/or expense each party has paid or incurred (*Yeo Chong Lin* at [78]; *NK v NL* at [26]).

Application of the law to the facts

11 The Wife submitted that the matrimonial property should be sold on the open market and that 65% of the sale proceeds should be awarded to her. At the hearing, counsel for the Wife (Helen Chia) clarified when queried by this court that the 65% share was derived by taking the sum of:

- (a) 4.3% for her direct financial contribution of \$40,000 towards the purchase price of the matrimonial property;
- (b) 30% for her indirect financial and non-financial contributions during the marriage; and

(c) 30.7% in lieu of maintenance.

12 Leaving aside for the moment the Wife's lump sum maintenance claim of 30.7%, the Wife was essentially claiming a 34.3% share of the matrimonial property.

13 As for the other assets, the Wife contended that she was entitled to 35% of the Husband's assets apart from the matrimonial property *i.e.* 35% of \$554,297 (see [8] above) on the basis of their 30 year marriage.

14 The Husband argued that he was entitled to 70% of all the matrimonial assets while the Wife was entitled to 30% thereof because she had made very little financial contributions during the marriage.

The matrimonial home

15 It was undisputed between the parties that the Wife had contributed approximately 4% of the purchase price (*viz* \$40,000) while the Husband had contributed the rest. Both parties asserted that they had made extensive contributions towards the maintenance and upkeep of the matrimonial property. In my judgment, the Husband had made substantially all of the financial contributions towards the matrimonial property because the Wife had stopped working to look after the children in 1984.

16 In terms of non-financial contributions, it was undisputed that the Wife had performed household chores and looked after the two children during the long marriage. The Husband played a subsidiary role by ferrying the children to and from school and other activities, attending to minor household chores at home and helping the children in their homework.

17 Adopting a broad brush approach, I was of the view that it was just and equitable that the Wife be awarded 35% share in the matrimonial property, thereby giving her an extra 31% share over and above her direct financial contribution of 4%.

The other assets

18 Apart from the matrimonial property, the Wife and Husband had other assets amounting to \$94,155.54 and \$554,297 respectively. However, the Wife's figure of \$94,155.54 was an understatement because it did not include the values of her various insurance policies. I therefore accepted the Husband's submission that the Wife's other assets amounted to \$387,154 which meant that his other assets exceeded hers by \$167,143 (\$554,297-\$387,154). The Wife's higher asset sum was not challenged by the Wife at the hearing.

19 Having regard to the length of the marriage and the Wife's contributions in looking after the house and the children which allowed the Husband to concentrate on and advance his career, I was of the view that like the matrimonial property, it was just and equitable to award the Wife 35% of the Husband's surplus assets of \$167,143 *viz.* \$58,500.

Maintenance

The applicable law

20 Section 113 of the Charter empowers the court to make an order for maintenance. In granting

such an order, the court has to consider all the circumstances of the case, including the factors set out in s 114(1) of the Charter:

- (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; and
- (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.

21 The power to order maintenance is exercised in a manner supplementary to the power to divide matrimonial assets, such that the court takes account of each party's share of the assets; the order for maintenance plays a complementary role to the order for assets (*BG v BF* [2007] 3 SLR(R) 233 at [75]). The aim is to even out any financial inequalities between the spouses, taking into account any economic prejudice suffered by the wife during marriage (*Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376 at [27]). The court should also endeavour to place the parties in the financial position in which they would have been had the marriage not broken down insofar as it is practicable and just to do so (s 114(2) of the Charter).

Decision on maintenance

22 The Wife submitted that she should be awarded a lump sum of \$300,000 (\$2,000 monthly for 12.5 years) in lieu of periodic maintenance. Her claim was based on the \$2,300 monthly allowance given to her before the Husband moved out. The Wife further contended that a lump sum would allow her to have a clean break with the Husband.

23 The Husband submitted that he should only pay her a monthly maintenance of \$500 because the Wife works part-time and can rely on the financial support of their working children who are both graduates. In addition, the Husband contended that he would be unable to pay a lump sum in lieu of monthly maintenance because he had to repay a substantial housing loan of \$664,000 on his property at 224 Westwood Avenue (see [7] above).

24 In my view, a lump sum maintenance award of \$180,000 (\$1,000 per month for 15 years) would be a fair and equitable amount in the circumstances. Since both children are working and living with the Wife, a substantial part of her financial needs could reasonably be met by the children. Further, the Wife would no longer need to give a monthly sum of \$400 to the Husband's parents. In arriving at my decision, I also took into account the Wife's age (54 years) and the low likelihood of her remarrying, the Husband's age (55 years) and his desire to retire, the current life expectancy of women (84.1 years as observed in *Chan Yuen Boey v Sia Hee Soon* [2012] 3 SLR 402 at [75]) and the fact that the Husband has a woman in his life with whom he may start another family.

Costs

25 I awarded fixed costs of the entire proceedings to the Wife in line with the principle that costs follow the event.

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