

TDS v TDT
[2015] SGHCF 7

Case Number : Divorce (Transferred) No 4628 of 2011
Decision Date : 31 August 2015
Tribunal/Court : High Court
Coram : Debbie Ong JC
Counsel Name(s) : Chong Siew Nyuk Josephine (Pinnacle Law LLC) and Ong Ying Ping (Ong Ying Ping Esq) for the plaintiff; Eugene Thuraisingam and Cheong Jun Ming Mervyn (Eugene Thuraisingam LLP) for the defendant.
Parties : TDS — TDT

Family Law—Division of matrimonial assets

Family Law—Maintenance—Former wife

Family Law—Maintenance—Child accepted as member of family

[LawNet Editorial Note: The appeals to this decision in Civil Appeals Nos 119 and 120 of 2015 and Summons No 15 were allowed in part by the Court of Appeal on 26 May 2016. See [\[2016\] SGCA 35.](#)]

31 August 2015

Debbie Ong JC:

Background Facts

1 The plaintiff wife (“the Wife”) was 51 years old and the defendant husband (“the Husband”) was 53 years old. They met when the Husband was undergoing divorce proceedings in respect of his first marriage. Their relationship flourished, and they lived together. The Wife brought along her daughter, [Q], from a previous relationship. The parties eventually got married on 17 October 2006. [\[note: 1\]](#) They did not have any children together. The marriage did not last. The Wife obtained an expedited personal protection order against the Husband in April 2011. [\[note: 2\]](#) This seemed to mark a significant point of breakdown in the marriage, although marital difficulties had arisen prior to this.

2 The Wife filed the writ for divorce in September 2011. [\[note: 3\]](#) Subsequently, the Wife filed for interim maintenance for herself and Q. [\[note: 4\]](#) The Husband was ordered to pay \$10,000 and \$2,500 monthly in maintenance for the Wife and Q respectively. [\[note: 5\]](#) As a result of an application to vary the maintenance orders, the maintenance for the Wife was reduced to \$8,000 per month. [\[note: 6\]](#) The interim judgment of divorce (“interim judgment”) was granted on 18 December 2012. [\[note: 7\]](#)

3 I heard the ancillary matters relating to the division of matrimonial assets and maintenance for the Wife and Q. On 7 May 2015, I delivered my oral judgment with brief grounds. I ordered that the Wife was to receive 30% of the matrimonial assets which comprised the Husband’s shares in the relevant companies and that there shall be no further maintenance for the Wife and Q from the date of the order. I now give the reasons for my decision.

Division of matrimonial assets

Applicable legal principles

4 Section 112 of the Women's Charter (Cap 353, 2009 Rev Ed) confers upon the court granting matrimonial relief the power to order the division of the parties' matrimonial assets. Section 112(1) states:

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.

5 The first task of the court exercising the power in s 112 is to identify the total pool of the parties' matrimonial assets. Section 112(10) of the Women's Charter provides the definition of a "matrimonial asset". The matrimonial assets are then valued. The net value of each asset is obtained, for example, by deducting the sums that parties still owe in loan arrangements in respect of each asset. Next, the court considers the circumstances of the case as a whole and decides whether to proceed with division using the "classification" or "global assessment" approach. The court then aims to reach a just and equitable division of the matrimonial assets in the light of all the circumstances of the case, particularly the factors enumerated in s 112(2). In exercising its discretion, the court bears in mind the underlying basis of its power to divide matrimonial assets, which has been stated by the Court of Appeal in *NK v NL* [2007] 3 SLR(R) 743 to be "founded on the prevailing ideology of marriage as an equal co-operative partnership of efforts" (at [20]). Its final task is to decide on the most practical and fair way to achieve the proportions determined to be just and equitable, that is, how the order should be satisfied from the assets.

6 In exercising its discretion under s 112 of the Women's Charter, a broad brush approach should be taken. In the most recent Court of Appeal decision on the division of matrimonial assets, *ANJ v ANK* [2015] SGCA 34, Chao Hick Tin JA emphasised that:

17 It is now axiomatic that the court's power to divide matrimonial assets must be exercised in broad strokes, with the court determining what is just and equitable in the circumstances of each case. The philosophy underlying what is known as the "broad-brush approach" is that mutual respect must be accorded for spousal contributions, whether in the economic or homemaking spheres, as *both roles are equally fundamental* to the well-being of a marital partnership (*NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [41]) ...

...

19 We would like to, once again, caution against using the "uplift" methodology as a means to give credit to the parties' indirect contribution. As we see it, the "uplift" methodology is not a good tool to assess and recognise the parties' indirect contributions to the marriage. The primary difficulty with this approach is the inherent risk of it undervaluing a spouse's non-financial contribution ...

...

22 The ultimate objective of any approach towards the division of matrimonial assets is to accord due and sufficient recognition to each party's contribution towards the marriage – without overcompensating or undercompensating a spouse's indirect contributions – so that the outcome

would, in the circumstances of each case, lead to a just and equitable division ...

...

30 ... The controlling principle has always been and remains that the court must approach the exercise with broad strokes based on its feel of what is just and equitable on the facts of the case ...

[emphasis in original]

7 Earlier, the Court of Appeal had also held in *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [81] that:

... At the end of the day, we wish to underscore the point that the broad brush approach ... is all about feel and the court's sense of justice.

8 Trends are also used to guide the court in its exercise of discretion. The Court of Appeal's decision in *BCB v BCC* [2013] 2 SLR 324 ("*BCB v BCC*") is instructive of how the use of trends guides the court's exercise of its power in reaching a just and equitable division of the assets. Andrew Phang Boon Leong JA, delivering the judgment of the court, cited Lim Hui Min, "Matrimonial Asset Division: The Art of Achieving a Just and Equitable Result" in *SAL Conference 2011: Developments in Singapore Law Between 2006 and 2010* (Yeo Tiong Min, Hans Tjio & Tang Hang Wu gen eds) (Academy Publishing, 2011) at pp 191-243 ("*Matrimonial Asset Division*") for the use of trends. He then examined the similarities of that case with "other relevant decisions in order to obtain a general understanding of how cases on broadly similar facts have been decided" (*BCB v BCC* at [17]).

9 With these principles in mind, I turn to consider the facts in the present case.

Identifying the matrimonial assets for division

10 The Wife contended that the major assets which the court should divide under s 112 of the Women's Charter were as follows: [\[note: 8\]](#)

- (a) the Husband's shares in the companies, namely, [APL], [BSPL], [BPL] and [CPL];
- (b) the Admiralty Street property; and
- (c) the Andrews Terrace property.

11 The first issue was whether these assets fall within the definition of "matrimonial asset" under s 112(10) of the Women's Charter.

The Husband's shares in the companies

(1) The Husband's shares in APL

12 At the material time, APL was in the business of selling cocktail premixes. It was incorporated in 2004. The Husband held 83.5% of the shares in APL. The Wife joined APL in 2005 and worked as a director of APL.

13 The Wife alleged that she expanded APL's customer base by procuring Singapore Airlines Limited

("SIA") as a customer. [\[note: 9\]](#) She also persuaded two of her friends, A and B, to invest more than \$400,000 in APL. [\[note: 10\]](#) At the hearing, it was argued that the finances she brought into the company through A and B enabled the company to perform its contract with SIA. [\[note: 11\]](#) She also opened a boutique bar at Clarke Quay to showcase the cocktail product. [\[note: 12\]](#) The revenue of APL increased dramatically from approximately \$86,000 in 2006 to more than \$1.2m in 2011. [\[note: 13\]](#) In an interview with RazorTV in October 2010, the Husband credited the Wife for her efforts in APL. [\[note: 14\]](#) For her contributions, the Wife sought 60% of the value of the shares in APL held by the Husband. [\[note: 15\]](#)

14 The Husband contended at the hearing that the Wife did not make any positive contributions to the company. [\[note: 16\]](#) He claimed that the contract with SIA was obtained by way of the tender process. [\[note: 17\]](#)

15 I was satisfied that both parties carried on the business of APL during the marriage. The business of the company grew rapidly during the period in which they were both involved in running the company. It could be said that they contributed jointly to the substantial increase in the value of APL shares during their marriage. Hence, I was of the view that the shares in APL were matrimonial assets, having been substantially improved during the marriage by the Wife and the Husband (see s 112(10)(a)(ii) of the Women's Charter).

(2) The Husband's shares in BSPL

16 BSPL was incorporated in 2004. The Wife was a director and worked for the company. The Husband owned 90% of the shares of BSPL. [\[note: 18\]](#) The company's business included providing maintenance services for food and beverage dispensers in 7-Eleven outlets and beverage dispensers supplied by Nestle Singapore (Pte) Ltd ("Nestle"). During the course of the marriage, the revenue of the company increased substantially from approximately \$440,000 in 2007 to \$1.2m in 2010. [\[note: 19\]](#) The Wife contended that she played a vital role in the success of BSPL. She relied on testimonials given by BSPL's business partners after she was removed from her position as director to substantiate her contention that she played an important role in the business. [\[note: 20\]](#) The Husband, however, claimed that the Wife damaged the business by diverting business opportunities away after the breakdown of the marriage. [\[note: 21\]](#) He added that, as a result, the company was without any business or revenue at the time of the hearing. [\[note: 22\]](#)

17 I was satisfied that the Wife had played a substantial role in running the company. This point was somewhat conceded by the Husband's counsel at the hearing and his primary submission was that although she had helped to build the company up, she had gotten her share of the fruits of her labour by diverting business away to other companies she owned, either directly or indirectly. [\[note: 23\]](#) It appeared to me to be common ground between the parties that the shares in BSPL formed part of the matrimonial assets. The main contention was on the proportion that ought to be awarded to the Wife and the date at which the shares ought to be valued. I will examine these issues later.

(3) The Husband's shares in BPL

18 BPL was incorporated in 2000. It was in the business of selling alcoholic beverage as well as servicing and maintaining APB's beer dispensers and cooling units. The Wife alleged that BPL received financial support from APL and CPL. [\[note: 24\]](#) Her contention appeared to be that she must be taken

to have contributed to the success of BPL because she was involved in running these other companies. It seemed to me that the parties were operating the various companies as though each was part of a group. BPL was a part of the group of companies; it was connected to APL, BSPL and CPL in terms of how the parties managed the businesses. Finances from the companies were moved between companies. The Wife had been found to have run APL and BSPL quite actively and it was appropriate to treat BPL as part of the group of companies that the parties were involved in during the marriage.

(4) The Husband's shares in CPL

19 The Wife submitted that she had put in efforts to enable the company to obtain contracts with EZlink. [\[note: 25\]](#) The Husband submitted that the shares in CPL do not constitute part of the matrimonial assets as CPL was incorporated before the marriage and the Wife made no substantial improvement to its value. [\[note: 26\]](#)

20 The evidence that the Wife pointed me to in respect of her involvement in procuring the EZlink contract was not quite as unequivocal as she put it across to be. [\[note: 27\]](#) But as I had observed with respect to BPL, it seemed that CPL was also part of the group of companies that the parties managed during the marriage and should be treated as such.

The Admiralty Street property

21 The Admiralty Street property was purchased in November 2010 by BSPL but was later transferred to [DPL] allegedly for \$800,000 in about April 2012. [\[note: 28\]](#) At the time of the hearing, the Admiralty Street property was registered in the name of DPL. [\[note: 29\]](#) The Husband was the sole shareholder of DPL. [\[note: 30\]](#) He submitted that the Admiralty Street property was a gift or inheritance from his father and hence was not a matrimonial asset. [\[note: 31\]](#) The Wife submitted that the Husband's father gave a loan to the Husband who, in turn, gave a loan to BSPL so that it could purchase the Admiralty Street property. [\[note: 32\]](#)

22 The Wife argued that the Husband should be regarded as the beneficial owner of the Admiralty Street property. [\[note: 33\]](#) She advanced two bases for her argument. First, she submitted that DPL held the property on resulting trust for the Husband. [\[note: 34\]](#) This argument was not sustainable because, on her own case, the Husband gave a loan to BSPL to purchase the property. [\[note: 35\]](#) Therefore, the Husband's only claim against BSPL was one for the debt he was owed. There was no resulting trust in his favour. The Wife then submitted that the Husband had failed to show that DPL had paid BSPL \$800,000 for the transfer of the Admiralty Street property and, as a result, DPL should be found to be holding the property on resulting trust for BSPL. [\[note: 36\]](#) There was no evidence to show that DPL had paid BSPL for the transfer of the Admiralty Street property. The Husband did not offer much in explaining this transfer, and I found that he had failed to give full and frank disclosure on this issue. I found it just to hold that the value of the Admiralty Street property ought to be included in the value of BSPL as BSPL had owned this asset and the husband did not account for its transfer.

23 The second basis for the Wife's contention that the Husband had beneficial ownership of the Admiralty Street property was that the corporate veil should be pierced. [\[note: 37\]](#) *Prest v Petrodel Resources Ltd and others* [2013] 2 AC 415 ("*Prest v Petrodel*"), which the Wife relied upon, suggests that the corporate veil can be pierced where a company is interposed for the purpose of evading an

existing legal obligation or liability. The test is that of evasion, not concealment. Therefore, in order to pierce the corporate veil, the Wife had to show that the shares in BSPL fell within the pool of matrimonial assets and that the Husband had transferred the property to DPL in order to deprive the Wife of her rightful share in the property. *Prest v Petrodel* cautioned that the relief must be limited to defeating the particular evasion. I was not persuaded, based on the evidence available before me, to lift the corporate veil. But as I have decided that this property should be as an asset of BSPL, this point on lifting the corporate veil was not significant.

The Andrews Terrace property

24 The Andrews Terrace property was purchased in November 2010 for \$1.85m. [\[note: 38\]](#) It was registered in the Husband's sole name and financed by the Husband's father and the Husband's CPF funds. [\[note: 39\]](#) The Husband paid towards the mortgage loan of this property. [\[note: 40\]](#) The Wife did not make any direct financial contributions to the purchase of the property. The Wife contended that the Husband used funds from APL and BSPL to pay for the renovations of the property which amounted to about \$400,000. [\[note: 41\]](#) Given these circumstances, the Wife could only be taken to have indirectly and in an oblique way, contributed a portion of the \$400,000 through her connections to APL and BSPL.

The Minton property

25 For completeness, I should also mention the Minton property (which belonged to the Wife); this was a point of contention in the parties' submissions though not argued during the hearing. The Husband submitted that it was a matrimonial asset, [\[note: 42\]](#) while the Wife submitted that the property was funded together with her sister by proceeds from the sale of another property acquired before the marriage. [\[note: 43\]](#) However, neither counsel saw it necessary to submit further on the point at the hearing. It seemed fair to me to treat the Minton property as an asset which was just for the Wife to retain after taking it into account as one of the assets in one party's ownership which each should retain in the global scheme of division.

Valuation of the matrimonial assets for division

Date of valuation

26 The parties disagreed over the date on which the shares in the various businesses should be valued. The Wife submitted that the shares should be valued as at the date of hearing, [\[note: 44\]](#) whereas the Husband submitted that they should be valued as at December 2012 (*ie*, the date of the interim judgment), although his valuations included considerations which took place post-2012. [\[note: 45\]](#) The Husband argued that to value the assets at the date of hearing of ancillary matters would be tantamount to extending the length of the marriage by one-third. [\[note: 46\]](#) The Wife maintained that the delay since the interim judgment was due to the Husband's failure to provide full and frank disclosure. [\[note: 47\]](#)

27 As a general rule, the operative date for the purpose of assessing the value of a matrimonial asset is the date of the hearing of the ancillary matters. In *Yeo Chong Lin*, the Court of Appeal observed that (at [39]):

... Once an asset is regarded as a matrimonial asset to be divided, then for the purposes of determining its value, it must be assessed as at the date of the hearing.

28 However, the court has the discretion to deviate from that date in appropriate cases (see *Wong Kien Keong v Khoo Hoon Eng* [2014] 1 SLR 1342 (“*Wong Kien Keong*”) at [103]–[107]), but such cases would be limited.

29 The Court of Appeal in *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 used the net asset value (“NAV”) as at the date of commencement of the divorce proceedings. This was because, in that case, there was a significant increase in the total overdraft liabilities on the properties in question in the year after the filing of the divorce. As it was not shown that those increases in the overdraft liabilities had been incurred for the benefit of the family, these post-filing liabilities were not included in computing the value of the properties.

30 At the hearing on 2 April 2015, I indicated to both counsel that I had considered the submissions and would proceed on valuations as close to the hearing date as possible. I was minded to take the values based on the most recent dates. As the Husband had only submitted values for 2012, counsel for the Husband sought leave to obtain valuations and make written submissions on the values. I allowed this and fixed the matter for hearing four weeks later.

The accepted values

31 At the hearing on 30 April 2015, both counsel submitted on the valuation of the assets. The following is a summary of each party’s submissions:

Asset	Value submitted by the Wife	Value submitted by the Husband
APL	\$2,139,853 [note: 48]	Nil [note: 49]
BSPL	\$1,158,329 [note: 50]	Nil [note: 51]
BPL	\$152,928 to \$1,622,603 [note: 52]	\$152,928 [note: 53]
CPL	\$42,973 [note: 54]	\$42,073 [note: 55]
Admiralty Street property	\$1.54m [note: 56]	\$1.4m to \$1.6m [note: 57]
Andrews Terrace property	\$3m [note: 58]	\$2.2m [note: 59]

32 I was of the view that the values submitted by the Wife for APL and BSPL were more accurate in reflecting the real values of the assets. The report given by Mr Wan Yew Fai of Strix Strategies Pte Ltd (“Strix report”) was sound and persuasive in pointing out the weaknesses in the report submitted by Mr Ong Peng Wee of Roc Partners Pte Ltd (“Roc report”). It was noted that the Roc report submitted by the Husband relied substantially on the unaudited statements rather than audited accounts. [\[note: 60\]](#) I have added the value of the Admiralty Street property at \$1.54m to the value of BSPL, as it was transferred out of BSPL seemingly for the husband’s benefit after the filing of the writ of divorce. At the hearing, the Wife accepted the valuation of CPL put forward by the Husband. As for the valuation of BPL, I used the lowest value in the range submitted by the Wife which coincided with the value submitted by the Husband. The Wife had submitted a possible higher range up to \$1.6m, as she alleged that there were a number of large sums that the Husband could not satisfactorily account for. I had decided to use the value of \$152,928 and treat this matter as one

where there was some lack of full and frank disclosure, which will be relevant when deciding what is a just and equitable proportion to award each party.

33 I accepted the following as values of the respective assets to be divided:

APL		\$2,139,853
BSPL	\$1,158,329	\$2,698,329
	<u>\$1,540,000</u>	
BPL		\$152,928
CPL		\$42,073
Total		\$5,033,183

Just and equitable division on the present facts

34 The Wife’s counsel submitted at the hearing that after considering these major assets, the rest of the assets should be taken “in the round” to ascertain her final entitlement. She was prepared to confine her claim to the Major Assets if she was allowed to retain all the assets in her name.

35 In my judgment, a just and equitable division would be to award the Wife 30% of the Husband’s shares in APL, BSPL, BPL and CPL. Further, the value of the Admiralty Street property would also be included in the pool as part of the value of BPL. Parties will keep the other assets in their names. I have also found that the Wife should not be awarded any share in the Andrews Terrace property and I have instead taken into account her oblique contributions towards its acquisition when I awarded her the 30% of the Husband’s shares in the companies.

36 Trends in previous cases have demonstrated that in short marriages without children, the proportions of division tend to follow the parties’ direct contributions towards the family wealth. In *Matrimonial Asset Division*, Lim Hui Min observes at para 117 that:

117 For short marriages without children, the court could focus more on the parties’ direct financial contributions, which would probably be more straightforward and pose less difficulties to the parties in terms of gathering evidence than for a long marriage. The assumption for such marriages is that the parties’ indirect contributions would usually not be very significant. Thus, the court would tend to follow the parties’ direct financial contributions in dividing the matrimonial assets for such cases, unless there are good reasons not to – but, once again, this is not the same as a principle that direct financial contributions should be a starting point.

37 But this is not to say that when a marriage is short and without children, the fundamental principles and “ideology of marriage as an equal co-operative partnership of efforts” (*per* Phang JA in *NK v NL* at [20]) are not applicable. The court will bear in mind these principles that underlie s 112 and adopt a broad brush approach in the exercise of its power.

38 This was a marriage and not merely a business arrangement. When the parties started a relationship with each other, the Husband was undergoing divorce proceedings in respect of his first marriage. The Wife was single with a daughter from a previous relationship. What emotional support one gave the other was not something that could be measured. Even though the marriage was short, it was not merely a commercial relationship. Married parties give of themselves and conduct

themselves in ways in which they do not in purely business arrangements.

39 There are a few features in this case I would like to highlight as significant in reaching my decision. First, the Wife had made no direct financial contributions to the acquisition of assets in the more usual way in matrimonial cases, but had expended work efforts which directly increased the value of the assets. Secondly, this was a short marriage which produced no children. Thirdly, the Wife had taken away some of the business opportunities from BSPL.

The Wife's contributions

40 There was no dispute that the Wife did not make direct financial contributions to the acquisition of these assets. The only addition of funds into any of the companies came from the Wife's two friends, whom she had persuaded to invest more than \$400,000 in APL. The Wife's contributions were in the form of her substantial efforts in improving the businesses and hence the value of the assets. In this way, her contributions by efforts were not as measurable in monetary terms as contributions by direct financing, as is more common in many cases analysing the direct financial contributions to the acquisition of assets. However, the Wife's work and efforts in directly increasing the value of the assets can be taken into account as direct contributions. The High Court had held in *Guo Ningqun Anthony v Chan Wing Sun* [2014] SGHC 56 ("*Guo Ningqun*") at [102]–[103]:

102 Returning to the analysis of the correlation between the efforts of the defendant and the "ability" of the plaintiff to acquire these matrimonial assets in 2007, the decision of *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR (R) 520 is instructive. In that case, the wife's efforts in increasing the total value of the matrimonial assets through investments were treated as her direct contribution in the division of matrimonial assets. The homemaker wife by her own efforts and investment skills increased the value of the family assets considerably to an amount much larger than that brought in by the husband. She was duly given credit for this direct financial contribution in the division of matrimonial assets.

103 Similarly, in the present case, although it was a short marriage, the defendant through her business acumen and inter-personal skills increased significantly the value of the family assets much more than the plaintiff could have achieved on his own. Therefore, it is appropriate, fair, and just to treat the parties' efforts in increasing the family wealth in 2007 through the Business Assets, The Nexus and Sherwood Towers as direct contributions in equal share.

41 The evidence was not so clear as to support the Wife's submissions that she "*single-handedly transform[ed] the companies into highly-profitable entities*". Having said that, and on the evidence available before me, I accepted that the Wife had contributed substantively towards the remarkable growth of the companies.

42 The Court of Appeal in *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 at [41] makes clear that a spouse must be given due credit for his or her efforts in increasing the total value of the matrimonial assets. The Wife in the present case relied on *Guo Ningqun*, suggesting that the starting point should be to regard each spouse's contribution towards the matrimonial asset as having been *equal* as long as the couple worked together in running the business. In *Guo Ningqun*, the couple started a consultancy business as partners during the marriage and they jointly worked on various projects under the aegis of the consultancy business. Belinda Ang Saw Ean J thought it was not so important to determine each party's precise role in the business because they worked together as partners and equally owned the business (see *Guo Ningqun* at [96]).

43 On the present facts, the Husband's RazorTV interview demonstrated that the Wife had played

an important role in running APL. However, there was not much by way of objective evidence to back up the Wife's contention that she was the "real driving force behind APL" such that her efforts overshadowed the husband's contributions. On the whole, I found that the Wife had clearly contributed by her efforts to the substantial improvement of APL. *Guo Ningqun* supports taking into account such direct efforts as direct contributions of a spouse towards the acquisition of matrimonial assets, even in the context of a short marriage. The parties treated the companies as a group such that the Wife's efforts in improving APL also had an impact on the other companies.

Length of marriage and children

44 The present case involved a short marriage with no children. The parties were married in October 2006 (see [1] above). Problems began to surface a few years into the marriage, but the straw that broke the camel's back came approximately four and a half years later in April 2011. That marked a significant point of breakdown in the marriage. The interim judgment was granted in December 2012, around six years after the date of marriage. As I mentioned at the outset, the Wife had a daughter from a previous relationship, but there were no children from this marriage.

The Wife took away some of the business

45 As alluded to earlier, the Husband contended that the Wife diverted the business of BSPL to companies she owned. [\[note: 61\]](#) At the hearing, the Husband's counsel relied on the decision of District Judge Wong Keen Onn in Summons No 19002 of 2012 ("SUM 19002/2012") taken out by the Husband to set aside or vary an earlier maintenance order that was made against him (see [2013] SGDC 355). The Husband contended that the company's business comprised contracts with four main customers: SIA, Nestle, Asia Pacific Breweries ("APB") and 7-Eleven. He pointed out that District Judge Wong found that three of these customers (Nestle, APB and 7-Eleven) had entered into contracts with companies that the Wife owned, directly or indirectly, such as [EPL], [FPL] and [GPL]. The Husband maintained that the Wife had diverted BSPL's business to herself and she should therefore not be granted any further share in BSPL. The decision in SUM 19002/2012 noted (at [19]):

... Looking at the evidence as a whole, I accept that the evidence adduced did support the Defendant counsel's submissions that the wife was concealing her business ventures and financial gains by hiding behind corporate entities and nominees and moving the business around under the guises of "sub-contract" or "rentals" while she has a beneficial interest in these businesses. The wife did not disclose her businesses and the extent of her income from these business ventures but gave an impression that she could not earn an income. These showed that the wife has consistently used nominees since 2011 to conceal the full extent of her involvement in the business of servicing contracts with companies such as APB, Nestle and 7-Eleven.

46 On the other hand, the Wife argued that BSPL lost much of its business because of the lackadaisical manner in which the Husband ran the company after the Wife had been ousted from her position as a director. [\[note: 62\]](#) The Wife also denied that she had a beneficial interest in FPL. She referred to a conversation between Eric Zhou and his girlfriend Georgie Ang on an online messaging platform known as "WhatsApp" where Zhou referred to FPL as "my [FPL]".

47 At the hearing, the Wife's counsel also referred to the financial statements of a company owned by her sister, [HPL], to point out that the company's profits for the period from September 2012 to August 2013 had only been about \$8,000. She also referred to financial statements for a company she owned, EPL, and pointed out that the company's net profit for the period from May 2012 to April 2013 was only about \$70,000 whereas as of 30 April 2013, the company owed her about \$100,000. As for [GPL], it made a loss in the period from 15 November 2011 to 31 October 2012. The

point the Wife was making was that while the companies she had an interest in, either directly or indirectly, had contracts with Nestle, APB and others, these contracts were not as lucrative as the ones which the same companies had awarded to BSPL because these companies were no longer comfortable giving any one subcontractor a substantial share of their business, given their unpleasant experience dealing with BSPL after her departure. She also pointed out that not all the financial accounts that have now been placed before me were before the District Judge in SUM 19002/2012. She highlighted the fact that notwithstanding the District Judge's finding that she had failed to disclose all her sources of income, he only reduced the Wife's maintenance from \$10,000 to \$8,000.

48 The Husband responded that the financial accounts should not be taken at face value because, apart from the Wife paying herself dividends from the profits, there were other ways of extracting money from the company.

49 I was satisfied that BSPL had lost some business because of the Wife's actions in diverting business to other companies. I found support from the findings of the District Judge who had the benefit of hearing the parties' oral evidence. But I also noted that the financial statements that she produced indicate that these companies were not as successful as BSPL used to be.

All relevant circumstances

50 I noted that the Wife put in rather substantial efforts towards improving in particular APL and BSPL and that the parties treated the companies as a group, moving finances between companies to fund the necessary. Her efforts were most substantial in the two businesses which made up about 96 percent of the total value of the business assets to be divided (see [33]). I note further that there were non-disclosures by both the Husband and the Wife.

51 No direct share of the Andrews Terrace was awarded to the Wife. However, the Wife's oblique contributions towards its acquisition, that is, the possibility that some funds from APL and BSPL may have been used to pay for renovations of the Andrews Terrace Property, had been noted and taken into account in giving the Wife the share in the companies that had been ordered.

Summary on the division of matrimonial assets

52 I have stated many considerations which I took into account in the exercise of my discretion under s112. It is difficult, if not impossible, to state how each consideration relates to an increase or decrease in a mathematical proportion of a share awarded to a party. It is, in fact, not desirable to engage in such an analysis. The Court of Appeal has reiterated in *ANJ v ANK* that "(t)he controlling principle has always been and remains that the court must approach the exercise with broad strokes based on its feel of what is just and equitable on the facts of the case" (at [30]).

53 For the reasons I have stated, I decided that a just and equitable division of the matrimonial assets would be to award the Wife 30% of the Husband's shares in APL, BSPL, BPL and CPL (as valued above at [33]).

Maintenance

54 The Husband submitted that as of March 2015, he had already paid a total of \$533,500 under the interim maintenance order. [\[note: 63\]](#) The question before me was what a fair order was in respect of maintenance for the wife and her biological child, Q.

Maintenance for the Child, Q

55 As Q was not the biological child of the Husband, maintenance was based on s 70 of the Women's Charter, which provides:

Duty to maintain child accepted as member of family

70.—(1) Where a person has accepted a child who is not his child as a member of his family, it shall be his duty to maintain that child while he remains a child, so far as the father or the mother of the child fails to do so, and the court may make such orders as may be necessary to ensure the welfare of the child.

(2) The duty imposed by subsection (1) shall cease if the child is taken away by his father or mother.

(3) Any sums expended by a person maintaining that child shall be recoverable as a debt from the father or mother of the child.

(4) An application for an order under subsection (1) may be made by —

(a) any person who is a guardian or has the actual custody of the child;

(b) where the child has attained the age of 21 years, the child himself;

(c) where the child is below the age of 21 years, any of his siblings who has attained the age of 21 years; or

(d) any person appointed by the Minister.

(5) Subsections (4) to (9) of section 69 shall apply, with the necessary modifications, to the making of an order under this section.

56 In *EB v EC (divorce: maintenance of stepchildren)* [2006] 2 SLR(R) 475 ("*EB v EC*"), Woo Bih Li J accepted the view in Leong Wai Kum, *Principles of Family Law in Singapore* (Butterworths Asia, 1997) at p 861 that:

If the basis of the liability is a voluntary assumption of responsibility, it would appear that this responsibility cannot be enforced as resolutely as the duty of a parent. The duty is, as discussed below, subordinated to a parent's duty but, even without those express limits, it seems right in principle that the person cannot be forced to discharge this responsibility *for a long time* after he or she has clearly indicated that he or she no longer accepts it. [emphasis added]

57 Woo J noted in *EB v EC* at [21] that "the above passage does not suggest an immediate cessation of responsibility as the phrase 'for a long time' is used" and correctly proceeded on the premise that responsibility can cease eventually, although not immediately.

58 In the present case, even if the Husband had accepted Q as a child of the family in the course of the marriage, some time had passed since the breakdown of the marriage and circumstances have changed. Q was, at the time of the hearing, no longer a child accepted by the Husband as a member of his family. [\[note: 64\]](#) However, as the Wife was the biological parent of Q and was legally obliged to maintain her, the Wife's expenses in supporting Q can be regarded as the Wife's reasonable needs and expenses when the court considers the Wife's application for maintenance for herself under s 113 of the Women's Charter. There shall be no further maintenance for Q from the date of this order.

Maintenance for the Wife

59 Section 113 governs the issue of maintenance for the Wife. The Husband had paid a substantial sum in maintenance since the interim maintenance order effective from May 2011.

60 The Wife was not without earning capacity or financial resources, bearing in mind the assets that the Wife would receive from the order of division. The Wife had worked during the marriage, for which credit was given to her by the order of division, and while she could no longer depend on the businesses she had helped improve, she had not lost her earning capacity as a result of the marriage.

61 The parties had moved on since the grant of the interim judgment. The Wife was, at the time of the hearing, the owner, directly or indirectly, of a number of companies and was continuing some of the business which BSPL used to have.

62 At the hearing, the Wife's counsel said that the Wife's income comprised \$1,500 per month from the EPL business and \$4,500 per month from the mashed potato machine business. The latter sum was not before the earlier courts determining the Wife's interim maintenance. In my view, counsel's submission of using a multiplier of eight years was too high in the circumstances of this case involving a short marriage where the wife worked throughout the marriage and was at the time of the hearing still drawing income. In my view, the sum that has already been discharged by the husband based on the interim maintenance order was fair. There shall be no further maintenance from the date of this order. However, I note that although this was not a long marriage, the Wife had substantial financial needs during the years after the breakdown of the marriage, having had to deal with a number of legal suits involving the businesses and the failed marriage which would fast deplete her financial resources. The husband had substantial financial resources. It was explained in Ong and Thean, "Family Law" (2007) 8 SAL Ann Rev 229 (at para 14.60):

The Court of Appeal usefully summarised the relevant principles for maintenance in *BG v BF* [2007] 3 SLR 233. In dealing with the factors set out in s 114, the court should have regard to various considerations. First, adequate provision must be made to ensure the support and accommodation of the children of the marriage. Secondly, provision must be made to meet the needs of each spouse. Thirdly, (citing *Quek Lee Tiam v Ho Kim Swee* [1995] SGHC 23) *it is ultimately the court's sense of justice which demands and obtains a just solution to many a difficult issue*. Fourth, 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, and the order for maintenance plays a complementary role to the order for assets (see *Wang Shi Huah Karen v Wong King Cheung Kevin* [1992] 2 SLR 1025).

[emphasis added]

63 I would therefore not disturb any of the orders made earlier in respect of maintenance, for example by ordering a refund of any maintenance sums, but I would order that there should be no further maintenance for the Wife from the date of the order.

Conclusion

64 For the reasons above, I made the following orders:

(a) that the Wife was to receive 30% of the Husband's shares in the companies identified in [33]; and

(b) that there shall be no further maintenance for the Wife and Q from the date of the order.

65 In relation to the Wife's 30% share of the Husband's shares in the companies, I ordered the Husband to pay the Wife the following sums in the following instalments: (a) \$100,000 by 31 May 2015, (b) another \$200,000 by 15 June 2015, (c) another \$200,000 by 31 July 2015 and (d) the balance by 30 September 2015. If there were to be any default on any payment, then the interest on the balance judgment sum outstanding was to commence from 7 May 2015.

66 I also ordered Straits Law Practice LLC, being the law firm in charge of the conveyancing, to effect sale and purchase of the Andrews Terrace property and hold the net sale proceeds, after discharge of encumbrances, on trust and to pay the same within seven days of completion of the sale to the Wife provided that any sum exceeding the balance outstanding judgment sum and any sum payable pursuant to this order shall be paid to the Husband.

67 On the issue of costs, I ordered the Husband to pay the Wife for the costs of the Strix report rounded up to \$25,000. Other than this, parties will bear their own costs.

[\[note: 1\]](#) Joint Bundle of Documents ("JBOD") vol 1 at p 2, para 1.

[\[note: 2\]](#) Wife's Bundle of Documents at p 1.

[\[note: 3\]](#) Husband's submissions at para 5.5.

[\[note: 4\]](#) JBOD vol 1 at pp 806–808.

[\[note: 5\]](#) JBOD vol 2 at p 818.

[\[note: 6\]](#) JBOD vol 2 at p 926.

[\[note: 7\]](#) JBOD vol 1 at p 2, para 4.

[\[note: 8\]](#) Wife's submissions at para 23.

[\[note: 9\]](#) Wife's submissions at para 39.

[\[note: 10\]](#) Wife's submissions at para 39.

[\[note: 11\]](#) Wife's submissions at para 39.

[\[note: 12\]](#) Wife's submissions at para 40.

[\[note: 13\]](#) JBOD vol 4 at pp 2558, 2597, 2625, 2658, 2677 and 2694.

[\[note: 14\]](#) Joint Bundle of Affidavits ("JBOA") vol 3 at p 2449.

[\[note: 15\]](#) Wife's submissions at para 49.

[\[note: 16\]](#) Husband's submissions at para 88.

[\[note: 17\]](#) Husband's submissions at para 90.

[\[note: 18\]](#) Wife's submissions at para 87.

[\[note: 19\]](#) Wife's rebuttal submissions at para 10.

[\[note: 20\]](#) Wife's submissions at paras 96–98.

[\[note: 21\]](#) Husband's submissions at para 114.

[\[note: 22\]](#) Husband's submissions at para 115.

[\[note: 23\]](#) Husband's submissions at para 114.

[\[note: 24\]](#) Wife's submissions at para 109.

[\[note: 25\]](#) Wife's submissions at para 114.

[\[note: 26\]](#) Husband's submissions at para 105.

[\[note: 27\]](#) See Wife's submissions at para 114.

[\[note: 28\]](#) Wife's submissions at para 72.

[\[note: 29\]](#) Wife's submissions at para 65.

[\[note: 30\]](#) Wife's submissions at para 65.

[\[note: 31\]](#) JBOD vol 2 at p 1376.

[\[note: 32\]](#) Wife's submissions at para 65.

[\[note: 33\]](#) Wife's submissions at para 65.

[\[note: 34\]](#) Wife's submissions at para 68.

[\[note: 35\]](#) Wife's submissions at para 70.

[\[note: 36\]](#) Wife's submissions at para 82.

[\[note: 37\]](#) Wife's submissions at para 68.

[\[note: 38\]](#) JBOA vol 7 at p 5807.

[\[note: 39\]](#) JBOA vol 1 at pp 308–310.

[\[note: 40\]](#) Husband's submissions at para 71.

[\[note: 41\]](#) Wife's submissions at para 103.

[\[note: 42\]](#) Husband's submissions at para 68.

[\[note: 43\]](#) Wife's submissions at para 160; JBOD at pp 1010–1045.

[\[note: 44\]](#) Wife's submissions at para 30.

[\[note: 45\]](#) Husband's submissions at para 39.

[\[note: 46\]](#) Husband's submissions at para 32.

[\[note: 47\]](#) Wife's submissions at para 30.

[\[note: 48\]](#) Wife's supplementary rebuttal submissions at para 25.

[\[note: 49\]](#) Husband's submissions on valuation at para 8.

[\[note: 50\]](#) Wife's submissions at para 88.

[\[note: 51\]](#) Husband's submissions on valuation at paras 25–28.

[\[note: 52\]](#) Affidavit of Wan Yew Fai, Annex B at p 8.

[\[note: 53\]](#) Husband's submissions on valuation at para 17.

[\[note: 54\]](#) Wife's submissions at para 116.

[\[note: 55\]](#) Husband's submissions on valuation at para 29.

[\[note: 56\]](#) Wife's submissions at para 86.

[\[note: 57\]](#) Husband's submissions on valuation at para 34.

[\[note: 58\]](#) Wife's submissions at para 104.

[\[note: 59\]](#) Husband's submissions on valuation at para 32.

[\[note: 60\]](#) Wife's supplemental rebuttal submissions at para 15.

[\[note: 61\]](#) Husband's submissions at paras 50–65.

[\[note: 62\]](#) Wife's submissions at para 90.

[\[note: 63\]](#) Husband's submissions at para 137.

[\[note: 64\]](#) Husband's submissions at para 146.

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