

Zhou Lijie v Wang Chengxiang
[2015] SGHC 316

Case Number : Divorce (Transferred) No 2266 of 2011
Decision Date : 14 December 2015
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Yeo Soon Keong and Audrey Lim (Quahe Woo & Palmer LLC) for the plaintiff;
Maurice Cheong and Amelia Ang (Lee & Lee) for the defendant.
Parties : Zhou Lijie — Wang Chengxiang

Family law – Matrimonial assets – Division

Family law – Maintenance – Wife

14 December 2015

Belinda Ang Saw Ean J:

Introduction

1 The plaintiff wife (“the plaintiff”) and the defendant husband (“the defendant”) were married at the Ministry of Civil Affairs of the People’s Republic of China on 2 December 2002. The couple relocated to Singapore in 2003. The marriage lasted for nine years. The divorce filed on 12 May 2011 was uncontested and Interim Judgment for Divorce was granted on 9 December 2011.

2 The plaintiff is 51 years old. The defendant is 38 years old. There are no children to the marriage, although the plaintiff has an adult son from a previous marriage. During the marriage, the defendant was the sole breadwinner of the family whereas the plaintiff was a homemaker. The defendant came to Singapore in early 2003 to work as a salaried electrical engineer. Fortunately for the couple, their fortune changed in 2007 with the success of a company known as Oceantek Marine (Singapore) Pte Ltd (“Oceantek 1”) that the defendant and his partner set up to provide engineering consultancy and system integration services. A second company, Oceantek Marine & Offshore Pte Ltd (“Oceantek 2”), was set up in 2008. The two companies will be referred to collectively in this decision as “the Oceantek companies”. With the business doing well over the years, the defendant started to build up the family wealth. At the time the marriage broke down, the defendant had purchased two properties in private developments in Singapore as well as a BMW 7 Series vehicle.

3 The ancillary matters in dispute were:

- (a) Division of the matrimonial assets; and
- (b) Maintenance for the plaintiff.

4 On 2 September 2015, I gave judgment, valuing the matrimonial assets at \$6.8m and dividing the assets between the plaintiff and the defendant in the proportions of 15% and 85% respectively. The division would be achieved by allowing the plaintiff to retain property which is in her sole name, with the balance sum being paid out of the net proceeds of sale of the matrimonial property located

at 10 Stirling Road #28-02 ("the Queens"). The defendant was also ordered to pay maintenance at a lump sum of \$96,000 less the total amount which the plaintiff had received pursuant to the consent interim Maintenance Order 843 of 2011 made in September 2011 ("MO 843/2011").

5 I now give the grounds for my decision.

The matrimonial assets

6 Save for a property located in Nanjing, China, the parties did not dispute the identity of the various other assets that formed the pool of matrimonial assets. The arguments also covered the valuation of the Oceantek companies, the source of funding to Oceantek 1 as well as allegations of undisclosed assets. I will first deal with the Nanjing Property before discussing the other various contentions.

The Nanjing Property

7 The plaintiff's position is that a property in China, which is in her sole name and referred to by parties as "the Nanjing Property" is to be excluded from division as it is not a matrimonial asset. It was contended that the Nanjing Property was purchased from assets owned by the plaintiff before marriage.

8 The Nanjing Property would *prima facie* qualify as a matrimonial asset since it was purchased during the marriage. The burden is on the plaintiff to prove that the Nanjing Property is not a matrimonial asset.

9 Section s 112(10)(b) of the Women's Charter (Cap 353, 2009 Rev Ed) ("Women's Charter") provides that a "matrimonial asset" refers to an asset acquired during the marriage by one party or both parties to the marriage. The proviso to s 112(10)(b) states that a "matrimonial asset" does not include an asset (except for the matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party, or both parties, to the marriage. The plaintiff argued that the proviso applied to the Nanjing Property to exclude the same from being an "asset" to be divided.

10 The plaintiff explained that she previously owned a small apartment before she was married ("the first property"). This property was later bought over by the Chinese government and she was subsequently compensated for the acquisition. In 2003, the plaintiff purchased a second property with a bank loan and a gift of RMB 131,000 from her mother ("the second property"). This latter property was sold in or around 2007 for RMB 784,000 and the plaintiff used about RMB 500,000 (approximately S\$100,000) to assist the Oceantek companies, which were in financial difficulties at the time. The remainder of the sale proceeds was used as a down payment for the Nanjing Property and the rest of the purchase price was paid for with a bank loan. She later used the compensation from the Chinese government for the first property to pay off the bank loan in 2008. [\[note: 1\]](#) In support of the plaintiff's case, the plaintiff exhibited a Contract of Gift between her and her parents which evidenced the gift of RM 131,000. The plaintiff also relied on the Contract of Gift to show that the Nanjing Property was, at least in part, acquired by way of gift.

11 The defendant disputed the plaintiff's account. His position was that it was beyond the plaintiff's means to purchase the second property, and that the burden of paying off the bank loan in respect of the second property fell squarely on him. This was also the case in respect of the Nanjing Property. The defendant explained that he would remit a portion of his monthly salary to the plaintiff's Bank of China account to pay the monthly instalments. He was not able to produce the remittance

slips to evidence his payments as the remittances (totalling RMB 1.4 million which is equivalent to S\$300,000) were made on his behalf by his former employers who would deduct each month's remittance from his monthly salary. I note that in later reply submissions, the figure of S\$300,000 was changed to S\$280,000. No explanation was given for the change and, fortunately for the defendant, this revision would not make a material difference to his case. Despite the defendant's requests and the defendant's discovery application that was granted in part by the District Judge on 3 June 2014, the plaintiff did not disclose her bank statements. [\[note: 2\]](#) The defendant also rejected the plaintiff's claim that the government's compensation that she received was used to discharge the bank loan for the Nanjing Property. The defendant asserted that the government's compensation was used to purchase another apartment in Nanjing for the plaintiff's mother in 2009.

12 According to the defendant, the second property and the Nanjing Property were in the plaintiff's sole name because at the time of purchase of both properties, he was in Singapore and was also too busy setting up the Oceantek companies to attend to these matters in China. [\[note: 3\]](#)

13 It is not disputed that the Nanjing Property was acquired during the course of the marriage. Although the defendant did not comment on the plaintiff's gift from her parents, the gift was admittedly used to partially acquire the second property. In short, the second property was not acquired entirely by way of gift or inheritance. Notably, this gift of RM 131,000 was used to purchase the second property and not the Nanjing Property. The plaintiff's assertion that the Nanjing Property was acquired from assets which she held before marriage based on the circumstances described would not satisfy the proviso to s 112(10)(b).

14 More to the point, the plaintiff's assertion side stepped the need to trace the gift which constituted part of the second property into the Nanjing Property. It is convenient to now refer to the observations of Andrew Phang Boon Leong J (as he then was) in *Chen Siew Hwee v Low Kee Guan (Wong Yong Yee, co-respondent)* [2006] 4 SLR(R) 605 at [58]:

... where funds derived from a gift are used to acquire a new asset, this new asset will qualify as an "asset ... acquired ... by gift" within the qualifying words unless it can be shown that the donee ... has demonstrated an intention that the new asset should be considered part of the pool of matrimonial assets. Put in another way, the new asset will be "acquired ... by gift" if the donee intends the new asset to assume the same nature as that of the original asset, *ie*, that of being a gift. *At this juncture, I should however pause to highlight that before one can even undertake this enquiry of whether the nature of the original asset should be that of the new asset, it would, in all cases, be necessary to first consider whether the new asset is traceable to the assets which constituted the original gift (here, the shares) to begin with. If such tracing is not available, for example, where it is unclear what the source of funds used to acquire the new asset was, it would be logically impossible to additionally consider whether the "new" asset continues to be in the nature of a gift.* [emphasis added]

15 It was not clear to me how the parents' gift of RM 131,000 to the plaintiff for the purchase of the second property could be traceable to the Nanjing Property because no evidence was led to establish this. There ought to have been an explanation for the plaintiff's purchase of an apartment for her mother in 2009 which could well be connected with the earlier gift of RM 131,000. Thus, a vague assertion on the plaintiff's part would not be sufficient, given the *prima facie* position in s 112(10)(b) of the Women's Charter. I agreed with the defendant that the Nanjing Property was a matrimonial asset that was subject to division.

16 I also preferred the defendant's evidence that he was responsible for paying the instalments on the bank loans for both the second property and the Nanjing Property. Although the plaintiff was

employed in China, she had quit her job in 2003 to accompany the defendant to Singapore. The second property was purchased in 2003 and sold in 2007. During the material time, the plaintiff did not have a job and there was no evidence of available funds to pay the monthly instalments for either of these properties.

17 Turning to the valuation of the Nanjing Property, the defendant's position was that it was worth \$250,000. On the other hand, the plaintiff stated that it was worth \$200,000. Both positions were estimates of the property's value and no independent valuations were tendered as evidence. Adopting a middle ground, the ascribed value of the Nanjing Property was benchmarked at \$225,000.

Real property in Singapore

18 Initially, the plaintiff argued for a higher valuation for the Queens and the other private property located at Derbyshire Road, the Adria, whilst the defendant argued for lower valuations. By the conclusion of the hearing, the parties agreed to the following valuations:

- (a) The Queens: \$1.5m
- (b) The Adria: \$2.3m

The Oceantek companies

19 The shares in the Oceantek companies are owned by the defendant. There is no dispute that the shares are matrimonial assets. I will come to the value of the shares in due course. In the meantime, one issue that came up is whether the plaintiff had contributed financially to the setting up of the Oceantek companies. It is the plaintiff's case that she gave \$100,000 to the defendant when the defendant had some financial difficulties in or around 2007. [\[note: 4\]](#) I noted that she had in her written submissions also claimed that she contributed \$100,000 towards the acquisition of the Queens. [\[note: 5\]](#) As it was the same \$100,000, the plaintiff eventually kept to the story that the money was given to the defendant to ease his cash flow problems.

20 The defendant confirmed that the Oceantek 1 had liquidity problems in 2008 as a result of the withdrawal of the defendant's partner from the business and, without stating the amount involved, admitted that the surplus sale proceeds of the second property was injected into the company. [\[note: 6\]](#) However, he regarded to sale proceeds as his direct financial contributions to the business since he had paid for the monthly loan repayments of the second property being the sole breadwinner of the family. I pause here to observe that it cannot be denied that the success of the Oceantek companies in the short span of time was due largely to the defendant's hard work and ability in the area of the business. I accepted that all the direct financial contributions to the family's wealth were made by the defendant.

21 Oceantek 1 has a paid up capital of \$1,000,000. The defendant is a director and the sole shareholder of Oceantek 1. At the time when Oceantek 1 was set up in 2007, the plaintiff was residing in China as her son from her previous marriage was then preparing to sit for his university entrance exams. In 2009 to 2011, the plaintiff was appointed as a director in Oceantek 1 for head count and tax purposes. She was named as an employee of Oceantek 1 and received CPF contributions since 2007. [\[note: 7\]](#) Oceantek 2 was set up later in 2008 with a paid up capital of \$200,000. The defendant is a director and the sole shareholder of Oceantek 2. A previous company, Oceantek Electric (ZhenJiang) Co Ltd ("Oceantek Zhenjiang"), was dissolved in 2010 as its operations were not profitable.

22 For the purposes of valuing the shares of the Oceantek companies as at 31 December 2014, the defendant obtained a report prepared by Mr Leow Quek Shiong ("Mr Leow") of the accounting firm, BDO LLP ("the Valuation Report"). In the Valuation Report, Mr Leow valued the shares of the Oceantek companies adopting the net tangible asset method. Mr Leow expressly stated in his report that this approach would not take into account: (a) the earning potential of the Oceantek companies; (b) future dividend streams; and (c) other intangible assets. The approach also assumed that the value of the shares was worth the sum of the individual assets less liabilities. On this basis, Mr Leow valued the shares of Oceantek 1 at \$1,511,303.88 and Oceantek 2 at \$7,727.40. A BMW 7 series with registration number SKA6035A was also accounted for as part of the assets of Oceantek 1 and valued at \$173,900.

23 The plaintiff highlighted that the Valuation Report did not take into account the future earning potential of the Oceantek companies. According to the plaintiff, Oceantek 1 has tremendous earning potential, evidenced by the fact that the company had plans for expansion into Malaysia. The plaintiff also stated that Oceantek 1 had been close to signing a cooperative agreement with the Lishui Economic Development Zone management committee in 2012 and the estimated tax revenue from the cooperative agreement was slated to be approximately \$8m. Besides these points, the plaintiff had prior to the Valuation Report, also alleged that the defendant had failed to disclose other assets, which included the payment of dividends by Oceantek 1 to the defendant as well as monies which the defendant had borrowed from the Oceantek companies.

24 Paragraph 7.12 of the Valuation Report noted an amount of \$1,076,469.74 as still owing by the defendant to Oceantek 1. Mr Leow had stated in the Valuation Report that he eliminated the receivable of \$1,076,469.74 from the company's assets as repayment from the defendant to Oceantek 1 would result in a corresponding decrease in the defendant's assets. Mr Leow's valuation of Oceantek 1 at \$1,511,303.88 thus did not include the receivable of \$1,076,469.74. This was a point the plaintiff took issue with, and she submitted that the amount should be added back to either the defendant's assets or to the value of the shares of Oceantek 1.

25 In this regard, the Valuation Report contained a table detailing the purpose of the various loans which the defendant had taken from Oceantek 1 and the method of repayment of these loans: [\[note: 8\]](#)

Table 1: Purpose of the loans taken by the defendant from Oceantek 1

Purpose of the defendant's loans from Oceantek 1	Amount (S\$)
Purchase of the Queens	1,023,800.00
Purchase of the Adria	1,884,192.90
Issuance of Oceantek 1 ordinary shares	900,000.00
Investment in Oceantek Zhenjiang	204,615.00
Loans to the defendant	343,583.74
Payments made to third parties on the defendant's behalf	486,077.95
Total amount loaned	4,842,269.59

Table 2: The defendant's method of repaying the loans taken in Table 1

Method of repayment by the defendant	Amount (S\$)
Setoff against director's fees	279,600.00
Dividends declared	2,500,000.00
Setoff against reimbursement claims	349,929.72
Cash payments	576,637.63
Setoff against amount due from Oceantek 1 to the defendant	20,400.00
Set off against the defendant's salary	35,154.00
Set off against the plaintiff's salary	4,078.50
Total amount repaid	3,765,799.85
Total amount due as at 31 December 2014	1,076,469.74

26 As seen from the above tables, the loans taken by the defendant from the Oceantek companies were used for the purchase of the Queens and the Adria, the issuance of ordinary shares in Oceantek 1, investment in Oceantek Zhenjiang, the defendant's personal expenses and payments to third parties. These loans were also repaid through the declaration of dividends, cash payments and by way of setoffs. The plaintiff's allegation of non-disclosure in these respects has thus been clarified in the Valuation Report which have accounted for the application of these assets.

27 The indebtedness of the defendant to Oceantek 1 respectively was computed at \$1,076,469.74 as of 31 December 2014. As stated earlier at [24], the plaintiff wanted this sum of \$1,076,469.74 to be added back to the value of the shares of Oceantek 1. The defendant contended that as he was a director and shareholder of Oceantek 1, he could write these sums off or declare dividends to effect repayment as he wished. Nonetheless, the fact remained that this had not yet been done. Mr Leow had deducted this figure from the value of the shares of Qceantek 1. That meant that the sum of \$1,076,469.74 had to be added back to the net asset value of Oceantek 1.

28 There is a figure of \$8,952.12 that was not raised at the hearings. It was an amount owed by the defendant to Oceantek 2. Hence, this figure was not taken into account or added back to the assets of the company. This omission made no difference to the total value of the matrimonial assets as the total figure of \$6,867,100 was rounded down to \$6.8m (see [38]–[39] below).

29 I did not accept the plaintiff's contention that the value of the Oceantek companies should be increased to take into account the future earning potential of the company. For one, the evidence which the plaintiff relied on to demonstrate the company's earning potential is dubious. Both the Lishui Economic Development Zone cooperative agreement and the expansion into Malaysia did not materialise. Neither was the worth or value of these projects clear. It must be borne in mind that shares of the Oceantek companies are owned solely by the defendant, and are not freely tradable on the market. Absent clear evidence or a competing valuation based on, for example, a discounted cash flow model (a method which would take the companies' future earnings into account), I accepted Mr Leow's professional assessment of the values of the shares of the Oceantek companies based on the net tangible asset approach. As I have found that the amount of \$1,076,469.74 due should be added

back to the sum of \$1,511,303.88 to obtain the net asset value of the shares of Oceantek 1, the Oceantek companies are accordingly valued at \$2,595,501.02 (a sum which excludes the figure of \$8,952.12 mentioned at [28] above).

30 A final point to deal with is the date at which the Oceantek companies were to be valued. The defendant explained that the date of the ancillary matters hearing was in October 2014 and, for convenience, Mr Leow used 31 December 2014 to value the Oceantek companies.

31 The plaintiff cited the case of *ARX v ARY* [2015] 2 SLR 1103 ("*ARX v ARY*") to support the argument that the Oceantek companies should be valued at 2011 (*ie*, the year that the divorce proceedings were first commenced and the year of the grant of the interim judgment) instead of 2014 (which is the basis for the Valuation Report). In *ARX v ARY*, the court selected the date when the ancillary proceedings first started as the operative date for determining the pool of matrimonial assets as the defendant-wife continued to contribute to the marriage even after its breakdown by caring for the children. This allowed the plaintiff to concentrate on his work and thus accumulate cash from his salaries and bonuses (at [31]).

32 Notably, the parties in *ARX v ARY* were arguing whether the bonus earned after the parties separated was a matrimonial asset subject to division. In that case, the cut-off date was relevant to determine whether the bonus acquired after the particular cut-off date could be treated as a matrimonial asset. This cut-off date is to be distinguished from the date used to determine the value of the asset. The Court of Appeal in *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [39] highlighted four dates which the court could conceivably adopt in selecting the operative date for determining whether assets acquired after the breakdown should fall within the pool of matrimonial assets: (a) the date of separation; (b) the date on which the petition of divorce is filed; (c) the date on which the interim judgment for divorce is granted; and (d) the date of the hearing of ancillary matters. The court has a broad discretion in determining the operative date which would depend on the factual matrix of the particular case. The Court of Appeal acknowledged that multiple dates could be used depending on the circumstances of the case. In other words, there is also no necessity for the same cut-off date to be applied to all categories of assets. Having determined whether a particular asset should fall within the pool of matrimonial assets applying one of the four operative dates, the Court of Appeal made clear at [39] that "[o]nce an asset is regarded a matrimonial asset to be divided, then for the purposes of determining its value, it must be assessed at the date of the hearing".

33 The plaintiff's position was that the defendant had deliberately prolonged and delayed the divorce proceedings over the course of more than four years. The plaintiff also argued that she should not be penalised for the defendant's attempts to deflate the value of the companies. In this regard, the plaintiff pointed out that the net asset value of Oceantek 1 as reflected on the company's balance sheet dated 30 April 2011 was \$3,294,570. The net asset value of Oceantek 2 as reflected on that company's balance sheet dated 30 June 2011 was \$220,764.

34 The difficulty with the plaintiff's arguments lay in the fact that the balance sheets of the respective Oceantek companies in 2011 could not be said to be accurate reflections of the value of the shares of the Oceantek companies. Accounting adjustments were required in order to obtain the true value of the companies' shares, which was an exercise which Mr Leow carried out in preparing the Valuation Report. The Valuation Report was the best evidence before the court of the Oceantek companies' values, and the date used in the Valuation Report (*ie*, 31 December 2014) was thus the most appropriate date to value the Oceantek companies.

Monies owed by the plaintiff

35 During the course of the marriage, the plaintiff received two sums of money totalling RMB 427,350 (equivalent to approximately S\$85,000) on the Oceantek companies' behalf from the companies' creditors in mainland China. The amounts are RMB 237,500 received in May 2010 and RMB 189,850 received in October 2010. The defendant wanted the plaintiff to account for these monies as a matrimonial asset, while the plaintiff asserted that these monies were untraceable as the defendant had access to her bank accounts in China and had utilised the monies. According to counsel for the defendant, Mr Maurice Cheong ("Mr Cheong"), this sum of \$85,000 was included in the defendant's computation of the size of the matrimonial pool at \$6,180,630.12. [\[note: 9\]](#)

36 The court hearing ancillary matters is not the appropriate forum to decide on a disputed claim between the Oceantek companies and the plaintiff. I therefore did not take these sums into consideration in valuing the pool of matrimonial assets. To the extent that the debt was disputed, it was more appropriate for the Oceantek companies to claim the money from the plaintiff.

Alleged undisclosed assets of defendant

37 The plaintiff urged the court to draw an adverse inference against the defendant for failing to disclose his bank accounts in China. This allegation was made on the basis that the defendant must have bank accounts in China, given his substantial business operations there. I did not accept the plaintiff's bare assertions. While it was not disputed that the defendant had set up a factory in China when he was expanding the business of the Oceantek companies, the Oceantek companies have been subject to detailed accounting scrutiny during the preparation of the Valuation Report in which the assets of the Oceantek companies were examined. In this regard, the defendant's evidence was that Oceantek Zhenjiang, a Chinese company, had since ceased its operations due to lack of profitability (although the exact date was not provided). It was also common ground that the defendant had, on occasion, utilised monies from the plaintiff's bank accounts in China, although parties disputed the amounts. [\[note: 10\]](#) I found it unlikely that the defendant would have personal bank accounts with substantial sums in China, for if so, he would not have required the remittance of funds to the plaintiff's account in respect of the two sums stated at [35] above. It was also implausible that the defendant would have accessed the plaintiff's account for "spare cash" if he had his personal bank accounts with ample funds in China. For these reasons, I therefore found no basis to draw an adverse inference against the defendant for the alleged non-disclosure.

Valuation of the pool of matrimonial assets

38 Apart from the items enumerated above, the parties were in agreement as to the value of the other matrimonial assets. For ease of reference and based on information extracted from a table submitted by the plaintiff's counsel, Mr Yeo Soon Keong ("Mr Yeo") on 31 August 2015, I set out the court's assessment of the values of the various matrimonial assets in the following table rounded to the nearest hundredth:

Table 3: The court's valuation of the matrimonial assets

Property in the name of:	Description	Value (S\$)

The defendant	The Oceantek companies (the valuation of which takes into account the value of the BMW 7 series and the monies owed by the defendant to Oceantek 1)	2,595,500
	The defendant's Central Provident Fund ("CPF") monies	196,300
	The defendant's bank accounts	5,600
The plaintiff	The Nanjing Property	225,000
	The plaintiff's bank accounts	11,500
	The plaintiff's CPF monies	32,300
Both parties	The Queens	1,500,000
	The Adria	2,300,000
	Joint bank account	900
	Total	6,867,100

39 The total value of the matrimonial assets is approximately \$6,867,100. This sum was rounded down to \$6,800,000, and it represented the size of the pool of matrimonial assets available for division.

Just and equitable division of matrimonial assets

The approach to be adopted

40 The recent Court of Appeal decision in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ v ANK*") laid down a structured approach to the division of matrimonial assets. First, the court is to determine the parties' direct contributions relative to the other. Second, the court is to determine the parties' indirect contributions relative to the other, having regard to both financial and non-financial contributions. Finally, the court is to average both the direct and indirect contributions, while keeping in mind that the average ratio is not a binding figure, and that adjustments would be made where necessary. The Court of Appeal explained the structured approach in the following terms (at [26]):

The strength in the above approach lies in the fact that it paves the way for the court to put financial and non-financial contributions on an *equal footing*, as opposed to the traditional "uplift" approach that places direct financial contribution as the foremost consideration. We would underscore that s 112 of the [Women's Charter] does not give pre-eminence to any of the factors enumerated in s 112(2). We should, however, also point out that, for the very same reason, the approach proceeds on the basis that the collective indirect contribution made by both parties carries *equal weight* as the collective direct financial contribution made by both parties. **This may well be the case in many instances, but there will also be instances where one component necessarily assumes greater importance than the other on the facts and correspondingly greater weight should be attached to that component as against the other. In cases that fall within the latter category, the court should tweak or**

calibrate the “average ratio” in favour of one party to reflect what would be a just and equitable result in the circumstances of each case. To do so, the court must engage in a *non-mathematical* balancing exercise to determine the appropriate weight that should be accorded to the parties’ collective indirect contribution as against their collective direct contribution. We stress that the balancing exercise should be non-mathematical in nature, and should instead be based on the court’s sense of what is fair and just. This is fact-sensitive inquiry where context is paramount. **Put simply, the “average ratio” is a non-binding figure; it is meant to serve as an indicative guide to assist courts in deciding what would be a just and equitable apportionment having regard to the factual nuances of each case.** [emphasis in italics in original, emphasis in bold added]

41 The Court of Appeal at [27] also highlighted three non-exhaustive broad situations where the weight to be attributed to direct contributions as against indirect contributions may necessitate adjustment:

(a) Direct contributions would usually be accorded more weight as opposed to indirect contributions where the marriage was a short and childless one (see *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 (“*Ong Boon Huat Samuel*”) at [28]).

(b) Direct contributions would also command greater weight in marriages where the pool of matrimonial assets is exceptionally large and had been accrued by one party’s exceptional efforts (see *Yeo Chong Lin*).

(c) The weight to be accorded to indirect contributions requires fine-tuning having regard to the nature and extent of indirect contributions. For example, where a domestic helper was engaged to reduce the responsibility of homemaking and caregiving, the weight accorded to these activities should be reduced. In the same vein, where one party has made significant sacrifices to take on caregiving and childrearing responsibilities, more weight should be given to indirect contributions.

42 Besides the above situations, the court is also statutorily mandated to consider the factors listed under s 112(2) of the Women’s Charter in exercising the discretion accorded to it under s 112(1). In the present case, the factors that may be relevant are:

(a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets (s 112(2)(a));

(b) the extent of the contributions made by each party to the welfare of the family, including looking after the home (s 112(2)(d));

(c) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party (s 112(2)(e)); and

(d) 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 (s 112(2)(g)).

The parties’ evidence and submissions

43 Initially Mr Yeo argued for equal division of the matrimonial assets. He explained that if the court was not willing to draw adverse inferences against the defendant for non-disclosure of assets,

then the plaintiff would be asking for a division of 25-35% in favour of the plaintiff. [\[note: 11\]](#) However, Mr Yeo revised the plaintiff's demand in his skeletal submissions prepared after the case of *ANJ v ANK* was reported. The new position applying the average ratio suggested by the Court of Appeal would yield a division of 35.66% to the plaintiff and 64.34% to the defendant. At the hearing on 27 July 2015, Mr Yeo informed the court that the plaintiff was looking at a division of 25% plus another 5% for adverse inference. Mr Cheong, on the other hand, maintained that 15% would be a just and equitable division for a childless marriage that lasted for nine years.

44 As stated, the family wealth was made possible because the business of the Oceantek companies flourished. It is therefore the parties' direct and indirect contributions to the Oceantek companies that will largely determine the just and equitable division of the matrimonial assets in this case. While the plaintiff averred in her affidavit of assets and means dated 19 March 2012 that she had made a direct financial contribution of \$2,000 to the Queens, measured against the total pool of matrimonial assets valued at \$6.8m, this sum was small as to be negligible.

45 The plaintiff contended that she contributed to the Oceantek companies in the following ways: [\[note: 12\]](#)

- (a) She financed \$100,000 to the business when the Oceantek companies were facing difficulties in 2007.
- (b) She assisted the defendant in setting up his business in China, recruited staff and assisted in the compliance of government regulations.
- (c) She assisted the defendant in searching for office premises in Singapore.
- (d) She acted as the defendant's chauffeur, sending the defendant to and fro for personal or business engagements.
- (e) She accompanied the defendant on his business trips to China and assisted in his business related entertainment activities.
- (f) She allowed her name to be used for the tax purposes of Oceantek 1. Although she was named as a director of Oceantek 1 from 2009 to 2011, she did not receive any director's fees. She was also employed as an administrative executive in Oceantek 1 with a salary of \$1,359.50 (\$1,700 before CPF deductions) from which she was to take care of the family expenses.

46 The defendant's submissions in response may be summarised:

- (a) The plaintiff did not have any means to finance Oceantek 1 with the sum of \$100,000. This sum was in fact from the proceeds of sale of the second property in China (see [20] above), which had been financed by the defendant.
- (b) The plaintiff did not have the relevant expertise to assist in the business of the Oceantek companies and that she visited the offices as the defendant's wife. Ms Emily Eer, the accounts executive of the Oceantek companies since 2008, and Mr Tong Thiam Siew, the Oceantek companies' secretary since the incorporation of the companies, both confirmed that the plaintiff was not involved in the day to day operations of the Oceantek companies and had no management role in the Oceantek companies.
- (c) Although the plaintiff accompanied the defendant on his business trips to China, she spent

the time there on her own leisure activities. The defendant had been reluctant to bring her along on these trips as her travel expenses would have to be borne by the Oceantek companies.

(d) The defendant submitted that the plaintiff understood that she was ultimately not paid the director's fees for 2009 and 2010 because "she was only a director in name" for Oceantek 1. It was also the defendant's evidence that the plaintiff "had always been aware that she was given a position in the company primarily to add to the headcount for [Oceantek 1] in order [for the company] to be able to increase the number of foreign engineers which the company [could] employ". [\[note: 13\]](#)

47 The defendant relied on *Ong Boon Huat Samuel* at [28] for the proposition that:

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

In *Ong Boon Huat Samuel*, the Court of Appeal apportioned a 64% share of the property to the husband and 36% to the wife in accordance with the parties' direct financial contributions.

48 The defendant submitted that in a childless marriage of about ten years, and where the wife was a homemaker with no direct financial contributions to the matrimonial assets, the wife should receive only a small share of the matrimonial assets. In the premises, the defendant submitted that the plaintiff was entitled to not more than 15% of the total pool of matrimonial assets.

49 The plaintiff acknowledged the principle stated in *Ong Boon Huat Samuel* that in a short and childless marriage, the division of matrimonial assets would usually be in accordance with the parties' direct financial contributions. However, the plaintiff urged the court to give weight to her indirect contributions, such as fulfilling her conjugal duties, her homemaking efforts, which consisted of managing the daily household chores, contributing to the renovation and utilities bills, driving the defendant for his appointments and taking care of the defendant's daily needs. The plaintiff submitted that the ratio of her indirect contribution to the marriage ought to be as much as 70% and 30% for the defendant. Applying the *ANJ v ANK* structured approach, and averaging the combined ratios of direct and indirect contributions, the plaintiff submitted that the just and equitable outcome in circumstances was for her to be awarded approximately 35% of the total pool of matrimonial assets.

50 To this end, the plaintiff also relied on a number of cases to support her submission on the appropriate ratio for division. However, the cases cited by the plaintiff do not stand for the general proposition the plaintiff seeks to advance. I now analyse the relevant case law, beginning with the cases cited by the plaintiff to support her submission that she should be awarded 30% to 35% of the matrimonial assets. Mr Yeo appreciated the difficulties and, at the hearing on 27 July 2015, he argued that the plaintiff ought to receive no less than 25% of the total pool of matrimonial assets (see [43] above).

The relevant case law

51 The case law must be analysed in the context of the current facts. The salient and undisputed features of the present case are as follows: the parties' union lasted for nine years, and there were no children to the marriage. Additionally, the defendant was responsible for the direct as well as the indirect financial contributions. With this in mind, I turn to consider the cases.

52 The cases cited by the plaintiff, such as *NK v NL* [2007] 3 SLR(R) 743, *Lock Yeng Fun v Chua*

Hock Chye [2007] 3 SLR(R) 520, *Chan Yuen Boey v Sia Hee Soon* [2012] 3 SLR 402 and *ABX v ABY and others* [2014] 4 SLR 969, concerned marriages involving children and/or which lasted for more than 20 years. These cases are clearly distinguishable from the present case and need not be considered. *Chow Hoo Siong v Lee Dawn Audrey* [2003] 4 SLR(R) 481 concerned an eleven year marriage. The District Judge found that the wife had made both direct and indirect contributions to the marriage (see *Lee Dawn Audrey v Chow Hoo Siong* [2003] SGDC 47 at [35]–[38]). On appeal, S Rajendran J did not controvert the District Judge’s findings on contributions and awarded the wife a 35% share of the matrimonial assets.

53 The next case is *Ah So Etee (alias Chua Ming Soo) v Fan Moli* [2008] SGHC 142 where the parties were married for about ten years and there was no child to the union. The wife did not contribute directly to the matrimonial assets. Woo Bih Li J found that the wife had made the following indirect contributions (at [29]):

The Wife stressed how she had waited on the Husband and listed various ways she had done so. For example, she said she had shampooed and cleaned him and also dyed his hair regularly. She also cared for his son, who was 19 years of age when they got married, by cooking, cleaning and ironing his clothes. She elaborated that they had two matrimonial homes in Singapore before the Bishan property. She had been responsible for and had spent much time on the design, renovations and home furnishing for all the matrimonial homes and also liaised with and supervised many contractors and suppliers. Likewise, for the two undisputed properties in China which she said she encouraged him to invest in and which she selected. She was also responsible for the maintenance and repair of the various properties in Singapore and China. She also helped to monitor the prices of the Husband’s shares on the American stock market.

54 In the light of these indirect contributions which Woo J found to be generally true, Woo J stated that he would have awarded the wife a share of 20% of the matrimonial assets. However, on a broad brush approach, he awarded the plaintiff a higher and more generous proportion of the assets of 27.69% in order that she might have two properties, and took this into account by awarding the wife a nominal amount for maintenance.

55 *Tan Wei Chong v Kiew Nixian* [2012] SGDC 182, another case cited by the plaintiff, was a case of a short and childless marriage of six years. The court found that the wife’s share of the direct contributions was 26%, and gave a further 4% to the wife for her indirect contributions, which included doing the household chores. The court thus awarded the wife 30% of the total pool of matrimonial assets. It is noted that this case applied the “uplift” methodology eschewed in *ANJ v ANK*. However, be that as it may, this case demonstrated that in a short and childless marriage of six years, the indirect contributions were minimal and would not feature prominently in a just and equitable division of the matrimonial assets.

56 In contrast, the defendant relied on the case of *Lim Cheok Kwang v Chew Fong Heng Shirley* [2010] SGHC 214 (“*Lim Cheok Kwang*”) to contend that the plaintiff was only entitled to a 15% share of the matrimonial assets. In that case, the parties were married for about ten years and were without children. The matrimonial assets included a Housing Development Board (“HDB”) executive apartment, insurance policies and shares in the husband’s name, amongst others. The court approached the division of matrimonial assets by dividing only the HDB apartment while taking into account the value of the other assets (at [12]). Lai Siu Chiu J found that the wife had not made any direct financial contribution to the purchase of the HDB apartment, and had not made any exceptional non-financial contributions to the marriage. On this basis, Lai J awarded 15% of the value of the HDB apartment to the wife, which amounted to \$31,500. On appeal, the Court of Appeal, in an unreported decision, increased the percentage of the apartment awarded to the wife to 25% instead (*ie*,

\$52,500).

57 Besides the above cases cited by the parties, I have looked at, for myself, similar cases of childless marriages that are of short to moderate length. The recent case of *Oh Choon v Lee Siew Lin* [2014] 1 SLR 629 ("*Oh Choon*") is helpful. *Oh Choon* was a case of a childless marriage where the wife's indirect contributions consisted assisting the husband in his business and in carrying out household chores and looking after the matrimonial home. Although the parties were officially married for about 18 years, the parties lived separate lives after six years of being married and had little to do with each other since that period. It was common ground that the husband had been drawing a significantly larger income than the wife during the marriage, and contributed the bulk of the direct financial contributions. The High Court Judge awarded the wife 26.29% of the matrimonial assets of \$2.9m. The Court of Appeal disagreed with the Judge's division and decreased the award to the wife to 15% of the total pool of matrimonial assets instead.

58 The cases of *ACY v ACZ* [2014] 2 SLR 1320 ("*ACY v ACZ*") and *Shailja Sharma @ Bhatara Shailja v Rajat Sharma and another appeal and other matters* [2014] SGHC 256 ("*Shailja Sharma*") are illustrative of the principle in *Ong Boon Huat Samuel* that indirect contributions are understandably minimal in a short marriage. The marriage in *ACY v ACZ* was for a period of three years. The only relevant asset for the purposes of division was a property located in the United Kingdom. The wife's position was that she had financed 4% of the property. George Wei JC (as he then was) took into account the wife's indirect contributions which included financing the household expenses, playing the role of a supportive wife, and organising and coordinating family events, in deciding that the just and equitable division would be to award the wife 5% of the value of the property. In *Shailja Sharma*, which concerned a five-year marriage, Valerie Thean JC opined that in a short marriage of five years, the "division should not ... stray too far from the financial contributions of the parties" (at [68]). Thean JC found that the wife had directly contributed \$26,674.86 to financing the matrimonial home, which represented a 12% share of the value of the property. In apportioning the value of the matrimonial home 15% in the wife's favour, Thean JC took note of the wife's indirect financial contributions such as the wife's move from her family home in India to marry her husband in Singapore.

59 A last case of note is *Koh Kim Lan Angela v Choong Kian Haw and another appeal* [1993] 3 SLR(R) 491 where the parties were married for about nine years. The wife's contribution to the marriage included assisting the husband in his business and accompanying him to social functions and selling trips. The Court of Appeal stated that where the marriage is a short one, the assets are built up from a sizable capital base created by others, and the efforts of the husband have been disproportionately larger, equality of division would "amount to an injustice toward the husband". The Court of Appeal also found that the husband had not made full and frank disclosure of all his assets. In these circumstances, the court awarded the wife a 15% share of the total known pool of matrimonial assets.

60 In my analysis, the trend in the cases referred to above suggest that where: (a) a wife made no or little direct financial contributions; (b) the marriage was a childless one; and (c) the marriage was of a moderate length of about ten years, the just and equitable division of matrimonial assets to the wife would be between 10% to 20% of the total pool of matrimonial assets. While it is acknowledged that the bulk of these cases were decided before the Court of Appeal laid down the structured approach in *ANJ v ANK*, they nevertheless provide useful guides in establishing the approach the court takes to marriages of this nature with common features. Although there is no norm of division in any case since no two cases are identical, the court can and should be guided by principle, precedent and general trends in arriving at a just and equitable division (see Debbie Ong, "Family Law" (2012) 13 SAL Ann Rev 299 at para 16.75). *Lim Cheok Kwang* is also in line with this

approach as the exercise of division of assets was only conducted in relation to *one* asset, *viz*, the HDB apartment. Keeping these broad guiding principles in mind, I turn to the facts of this case.

Decision on division of matrimonial assets

61 It is not disputed that the sum of \$100,000 which had been channelled to Oceantek 1 came from the proceeds of sale of the second property (see [20] above). This contribution would thus be attributable to the party who had paid for the second property. In the analysis at [20] above, I concluded that it was the defendant who had funded the purchase of the second property. Practically all the direct financial contributions towards the acquisition and accumulation of assets set out in Table 3 at [38] above were made by the defendant.

62 I now turn to the plaintiff's indirect contributions as homemaker. Consideration was given to the plaintiff for her role as wife and her care of the household throughout the duration of the marriage. A factor of significance in the present case was the undisputed fact that the plaintiff allowed herself to be named as a nominee director of Oceantek 1 for two years (2009 and 2010 before she was removed as a director in May 2011 [\[note: 14\]](#)) so as to enable the company to achieve its tax and headcount objectives. Mr Cheong elaborated that the plaintiff was given a position in Oceantek 1 so as to increase the employment number of foreign engineers. [\[note: 15\]](#)

63 In *BJS v BJT* [2013] 4 SLR 41, the parties separated after two years of marriage. At the time of separation, the couple had a three-month-old son. The wife's direct financial contribution to the marriage was minimal. Apart from the wife's role as the primary caregiver to the son and her care of her father-in-law who was ill, the court also gave regard to the wife's assistance rendered to the husband by acting as his nominee director and shareholder in a company. This assistance was rendered when the company was in a particularly difficult period and time of uncertainty. The court preferred the wife's evidence that her appointment as a director was due to the fact that the tax authorities were investigating into the husband's business. This required the defendant to rely on his wife, whom he depended on and trusted, and the wife's support as a nominee director and shareholder had helped to create and ensure a working environment for the continuation of the husband's business. The court therefore awarded a share of 15% of the total matrimonial assets to the wife. It is noted that the wife's appeal to the Court of Appeal was dismissed with costs.

64 Similarly, the plaintiff in the present case provided support to her husband in that she allowed her name to be used for his business and in turn his financial well-being. A risk taken by one spouse for the sake of the other for the benefit of the union is precisely the sort of indirect contribution that a court, in assessing the just and equitable division of matrimonial assets, must give due regard to. Notably, the court's recognition of the plaintiff's indirect contributions to the marriage in relation to the defendant has nothing to do with the court condoning and rewarding the unlawful conduct and activities of a married couple during the marriage. Outside of ancillary matters, the guilty party is still accountable to the law.

65 As regards the indirect contributions of the defendant, I find that the defendant had made indirect financial contributions to the family's welfare. The defendant was the sole breadwinner of the family and would have provided food and shelter for the family as well as their other needs. Indeed, it is the plaintiff's case that the defendant shared the fruits of his success with his wife, providing her with funds to travel and to buy branded accessories. [\[note: 16\]](#) At the same time, the defendant also provided financially for the plaintiff's son from her previous marriage. In 2007, the plaintiff's son came to live in Singapore with the plaintiff and the defendant as a member of the family.

66 In light of the above, I propose to use 50:50 as the working ratio for the parties' indirect contributions. This leads to the average ratio of 25% for the plaintiff and 75% for the defendant. As *ANJ v ANK* envisaged, this average ratio is not a binding figure and in a proper case is subject to adjustments. The recent case of *Twiss, Christopher James Jans v Twiss, Yvonne Prendergast* [2015] SGCA 52 ("*Twiss*") is indicative of how the structured approach in *ANJ v ANK* ought to be applied. In *Twiss*, the ratio of the wife's direct and indirect contributions against the husband's was found to be 70:30 and 75:25 respectively. This would have given an average ratio of 72.5:27.5 in the wife's favour. However, the Court of Appeal attributed more weight to the parties' indirect financial contributions, and, having regard to the fact that the marriage was a fairly lengthy one, the pool of matrimonial assets was not particularly large, and the wife had made career sacrifices for the sake of the family, awarded the wife a share of 75% of the pool of matrimonial assets.

67 In the present case, adjustment to the average ratio is required because: (a) this was a childless marriage of nine years; (b) the plaintiff and her adult son had been residing in the matrimonial home rent free since the parties lived apart in 2011; (c) the bulk of the matrimonial assets that the defendant's accumulated in Singapore in the relatively short span of time prior to the divorce proceedings in May 2011. These three factors required the court to give more weight to the defendant's direct contributions that created the family wealth through his industry and skill over a short period of time. Applying this approach and having regard to the trends in the cases cited at [52]–[60] above as well as the defendant's submission that the plaintiff should be entitled to not more than 15% of the matrimonial assets, it was in, my judgment, just and equitable to award the plaintiff a 15% share of the pool of the matrimonial assets valued at \$6.8m. A percentage division of 15% translates to an amount of \$1.02m.

Maintenance for the plaintiff

68 Finally, I come to the issue of maintenance. The plaintiff sought a lump sum of \$540,000 as maintenance. She arrived at this figure by multiplying \$3,000 a month by 15 years. The plaintiff also relied on the approach stated in *Ong Chen Leng v Tan Sau Poo* [1993] 2 SLR(R) 545 ("*Ong Chen Leng*") that the period of maintenance should be the compromise between the average life expectancy of a woman and the usual retirement age of a Singapore male worker less the wife's present age. Applying this formula to present day values, the plaintiff argued that she should be maintained for a period of 24 years, and it was therefore reasonable for her to seek to be maintained for 15 years.

69 The defendant agreed that maintenance should be paid by way of lump sum so as to facilitate a clean break between the parties. However, he disagreed with a multiplier of 15 years, and submitted that the plaintiff, who had prior working experience before the marriage, should not expect to continue living lifestyle as though the marriage continued to subsist.

70 The starting point of the analysis begins from s 114 of the Women's Charter, which sets out a non-exhaustive list of factors the court should have regard to in determining maintenance:

Assessment of maintenance

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.

71 Whilst s 114(2) of the Women's Charter envisages that the wife ought to be maintained, so far as is reasonable and practicable, at a standard that commensurate with the standard of living she enjoyed before the breakdown of the marriage (see *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 ("*Foo Ah Yan*") at [13]), a commonsense holistic approach to determining the maintenance issue must take into account the practical changes that come with a divorce. In *NI v NJ* [2007] 1 SLR(R) 75, the court opined at [16] that that the statutory directive in s 114(2) ought to be applied in a purposive and "commonsense holistic manner that accords with and takes into account the new realities that follow a failed marriage". Hence, the wife will often not get all that she asks for, and must be prepared to exert reasonable efforts to obtain gainful employment (*Quek Lee Tiam v Ho Kim Swee (alias Ho Kian Guan)* [1995] SGHC 23 at [22]; *Foo Ah Yan* at [16]). The power to order maintenance is also closely tied to the power to order division of matrimonial assets. As demonstrated in the case of *Guo Ningqun Anthony v Chan Wing Sun* [2014] SGHC 56, the court considered that due to the "relatively sizeable share of the matrimonial assets" awarded to the wife, no order for maintenance was necessary. In that case, the wife was awarded a total of \$3.8m in the division of matrimonial assets (ie, a 41% share of the matrimonial assets valued at \$9.2m). Lastly, I observe that the court has on occasion taken into account the amount of interim maintenance already paid in determining the amount of final maintenance to be paid (see for eg, *ASI v ASJ* [2015] SGHC 94 at [55], *TDS v TDT* [2015] SGHCF 7 at [54]–[63] and *AYM v AYL and another appeal* [2014] 4 SLR 559 at [46]). In the final analysis, the award of maintenance is a matter of discretion and depends "[a]t the end of the day, on the court's 'sense of justice'" (see *Wong Amy v Chua Seng Chuan (Tow Lee Cheng Christine, co-respondent)* [1992] 2 SLR(R) 143 at [40]).

72 I agreed that the payment of maintenance by way of lump sum was appropriate in the present case. I was further satisfied that the defendant had the financial ability to make a lump payment. However, I did not agree that the approach stated in *Ong Chen Leng* was appropriate on the facts of the present case. It should be recalled that in determining the amount of maintenance to be paid, s 114(1)(d) states that a relevant factor is the duration of the marriage. In *Ong Chen Leng* where the multiplier was 17 years, the parties were married for a period of 23 years, which is substantially longer than the nine-year marriage in the present case. In *Wan Lai Cheng v Quek Seow Kee and another*

appeal and another matter [2012] 4 SLR 405, where the Court of Appeal followed the approach in *Ong Chen Leng* and applied a multiplier of nine years, the parties were married for a substantial period of 36 years. In this case, where the parties were married for nine years, the multiplier to be adopted for the assessment of the amount of lump sum maintenance should be between four to six years.

73 The plaintiff's evidence was that she had worked for 22 years at a shipyard in China, of which she spent ten years at the shipping technology and design department, two years at the human resources department and a further ten years as an administrative executive and an accountant at the worker's union department. It is not known whether the plaintiff intends to remain in Singapore, or eventually return to China. Be that as it may, the point is that she still managed to find employment despite her age. As the defendant pointed out in argument, there is some evidence indicative of the plaintiff's employment in Singapore judging from the increased amount in her CPF Account even after Oceantek 1 stopped its contribution as employer.

74 As for the monthly maintenance required by the plaintiff, the plaintiff's own evidence was that she had received a monthly allowance of \$1,359.90 during the marriage. [\[note: 17\]](#) She had also initially sought maintenance of \$2,000 a month over a period of 15 years. [\[note: 18\]](#) This was later increased to more than \$3,000 in the plaintiff's further affidavits, as well as in her submissions. I noted that this increase included the expenses of her adult son which have to be left out.

75 In all the circumstances, having regard especially to the length of the marriage, the evidence of plaintiff's employment, and the amount obtained by the plaintiff through a division of the matrimonial assets, I awarded the plaintiff a lump sum of \$96,000 as maintenance (\$2,000 per month multiplied by four years). This would be offset against the sums already paid by the defendant under the interim maintenance order in MO 843/2011.

Conclusion

76 For the reasons given above, I made the following orders:

- (a) The pool of matrimonial assets is valued at \$6.8m, and the plaintiff is entitled to 15% and the defendant 85% of the pool of matrimonial assets. The defendant shall pay the plaintiff the sum of \$751,181.13 being the plaintiff's share of the pool less the assets in the sole name of the plaintiff.
- (b) The Queens be sold in the open market and the net proceeds after deduction of the cost and expense of sale are to be used to pay the plaintiff the sum of \$751,181.13, and the balance thereof to be paid to the defendant.
- (c) The plaintiff and the defendant are to have joint conduct of the sale of the Queens.
- (d) The plaintiff shall transfer her rights, title and interest in the Adria to the defendant with each party to bear the related transfer costs.
- (e) The defendant shall take steps to close the parties' joint bank account and be solely entitled to the proceeds therein.
- (f) The defendant shall pay, as lump sum maintenance to the plaintiff, the sum of \$96,000 less the total amount that the plaintiff has received pursuant to MO 843/2011.
- (g) Each party to retain assets in their own names .

(h) Each party to share and bear equally the cost of the expert's fees of \$12,000.

[\[note: 1\]](#) 2nd Affidavit of Zhou Li Jie ("Zhou") dated 7 June 2012, para 13.

[\[note: 2\]](#) Defendant's written submissions dated 2 October 2014, paras 20, 86 and 87.

[\[note: 3\]](#) 3rd Affidavit of Wang Chengxiang ("Wang") dated 14 September 2012, paras 11 and 12.

[\[note: 4\]](#) Plaintiff's written submissions dated 3 October 2014, para 72.

[\[note: 5\]](#) Plaintiff's written submissions dated 3 October 2014, para 45.

[\[note: 6\]](#) 3rd Affidavit of Wang dated 14 September 2012, para 13.

[\[note: 7\]](#) Defendant's written submissions dated 2 October 2014, para 53.

[\[note: 8\]](#) Mr Leow's Affidavit, p 150.

[\[note: 9\]](#) Notes of Arguments dated 27 July 2015.

[\[note: 10\]](#) 3rd Affidavit of Zhou, para 4 and 4th Affidavit of Wang, para 4-7.

[\[note: 11\]](#) Notes of Argument dated 9 October 2015.

[\[note: 12\]](#) 1st Affidavit of Zhou, p 8-9.

[\[note: 13\]](#) Defendant's written submissions dated 2 October 2014, para 52 and 53.

[\[note: 14\]](#) Defendant's written submissions dated 2 October 2014, para 52.

[\[note: 15\]](#) Defendant's written submissions dated 2 October 2014, para 53.

[\[note: 16\]](#) Plaintiff's skeletal submissions dated 24 July 2015, para 54.

[\[note: 17\]](#) 1st Affidavit of Zhou, para 20(6).

[\[note: 18\]](#) 1st Affidavit of Zhou, para 23.