

ARL v ARM
[2015] SGHC 61

Case Number : Divorce Transfer No 708 of 2012
Decision Date : 10 March 2015
Tribunal/Court : High Court
Coram : George Wei JC
Counsel Name(s) : Michael Leong Kim Seng (Hoh Law Corporation) for the plaintiff; Jeanny Ng (Jeanny Ng) for the defendant.
Parties : ARL — ARM

Family Law – Matrimonial Assets – Division

10 March 2015

Judgment reserved.

George Wei JC :

Introduction

1 This is my judgment in respect of the ancillary matters in Divorce Transfer No 708 of 2012. The hearing of the ancillary matters was transferred to the High Court on 29 January 2014 because the defendant-wife (“the Defendant”) declared that the value of the matrimonial assets exceeded \$1.5m. I first pause to observe that the parties disagree on the total size of the pool of matrimonial assets. The Defendant asserts that a sum of \$958,517.50, accrued from various property investments, ought to be added to the pool, taking the size of the matrimonial pool to a sum about \$1.5m. The plaintiff-husband (“the Plaintiff”) denies that such a sum exists and consequently asserts that the matrimonial pool is correspondingly smaller (and below \$1.5m). By way of a consent order dated 7 December 2012, [\[note: 1\]](#) the parties agreed on joint custody of the two children with care and control awarded to the Defendant and liberal access granted to the Plaintiff, subject to the availability of the children and their wishes. The consent order also provided for interim maintenance to be paid for the children’s upkeep. From the date of the order, the Plaintiff has been paying monthly maintenance amounting to \$1,000 for the two children. The issues that fall to be decided in this application are (a) the division of the matrimonial assets; and (b) the final quantum of maintenance to be paid in respect of the Defendant and the children.

2 After hearing the parties, my decision is that the Plaintiff’s share in the matrimonial home, a condominium unit located in the west of Singapore (“the matrimonial home”), is to be transferred to the Defendant. The Defendant is to bear the costs of this transfer but she will otherwise not be required to provide any consideration to the Plaintiff nor will she be required to make any refund to the Plaintiff’s Central Provident Fund (“CPF”) account. The remaining assets owned by the parties shall remain in their respective names. As for the issue of maintenance, I order that the Plaintiff pay the Defendant a nominal sum of \$1 per month. The maintenance for the two children shall be increased from the interim sum of \$1,000 per month to a sum of \$1,400 per month with effect from the date of this judgment. I now set out the reasons for my decision.

Background facts

The parties

3 The parties married on 30 September 1995, when the Plaintiff and the Defendant were 20 years old and 19 years old, respectively. The parties have two sons, aged 8 and 15 respectively. After 17 years of marriage, the Plaintiff filed for divorce. Interim judgment was granted on 26 November 2012. [\[note: 2\]](#)

4 The Plaintiff is 39 years old and has a polytechnic diploma. [\[note: 3\]](#) He is presently self-employed and runs a general import and export company ("the Company"). [\[note: 4\]](#) The Plaintiff asserts that he has no income and the Company is not making any profit as it is new. [\[note: 5\]](#) I highlight at the outset that I have my doubts as to the veracity of the Plaintiff's assertion that he has no income. This is highly unlikely given that the Company has been operating since 2012. Further, in his previous job as a sales manager, the Plaintiff was earning a monthly salary of \$11,000. [\[note: 6\]](#)

5 The Defendant is 38 years old and is a graduate with a degree in Business Finance. She is a real estate agent and earns a monthly income of \$5,468.08. [\[note: 7\]](#) I note that in the Defendant's written submissions of 23 August 2013, it is stated that she is a senior associate director in another real estate company.

6 In 2010, the Plaintiff moved out of the matrimonial home to reside in another condominium unit, also located in the west of Singapore ("the second condominium unit") which he had purchased. Subsequently, sometime in 2012 or 2013, the Plaintiff moved to the Philippines and has been residing there since. Whilst the evidence as to when the Plaintiff moved to the Philippines is confusing, there is no doubt that he was residing there at the time of the hearing (and had, in all likelihood, been residing there for some time). The Plaintiff makes occasional trips to Singapore to visit the children. [\[note: 8\]](#) The Defendant and the two children presently reside in the matrimonial home. As at 2 April 2013, the Plaintiff's parents also resided in the matrimonial home together with the Defendant and the children.

Overview of the Proceedings

7 Divorce proceedings were commenced in the Subordinate Courts (now the State Courts) and an interim judgment was delivered on 26 November 2012. On 7 December 2012, a consent order dealing with custody, care and control and access over the children and their interim maintenance was made (see [1] above).

8 In July 2013, both parties filed their respective Declarations of the Value of Matrimonial Assets. It will be recalled that the Plaintiff estimated that the net value of the matrimonial assets was below \$1.5m whereas the Defendant's estimate was that the sum exceeded \$1.5m (see [1] above). Thereafter, the parties filed their respective Ancillary Matters Fact and Position Sheets as well as their respective affidavits. I pause here to note that, in his Ancillary Matters Fact and Position Sheet of 21 August 2013, the Plaintiff declared, *inter alia*, that he had lost his employment as a sales manager in March 2012 and that the business that he started had yet to make money as it was new.

9 Initially, the parties filed two affidavits each. Subsequently, the Defendant filed a Request for Interrogatories on 30 April 2013 in which she sought information on transactions and dealings in respect of a number of properties which were said to be part of the pool of matrimonial assets. The Plaintiff's brief responses were set out in his Answers to Interrogatories dated 17 May 2013. Immediately preceding that, on 15 May 2013, the Plaintiff filed a 3rd affidavit in which he stated, *inter alia*, that the estimated value of the Company was \$30,000 but that it was still not turning a profit.

The Defendant responded by way of a 3rd affidavit dated 1 July 2013 which was, in turn, followed by the Plaintiff's 4th affidavit dated 12 November 2013.

10 The ancillary proceedings were transferred to the High Court on 29 January 2014. The matter came before me on 21 April 2014. The hearing was adjourned to allow the parties to file a further affidavit in respect of the contributions they each claimed to have made to the two properties: *viz*, the matrimonial home and the second condominium unit. In his further affidavit of 4 June 2014, the Plaintiff explained that he was able to purchase the second condominium unit because of the savings he had accumulated during his time as a sales manager. The Defendant's further affidavit was filed on 24 July 2014. The adjourned hearing took place before me on 12 January 2015.

Division of matrimonial assets

11 I shall first address the issue of the division of matrimonial assets. The law in this area is clear. Pursuant to s 112(1) of the Women's Charter (Cap 353, 2009 Rev Ed) ("WC"), the court has a wide discretion to order a just and equitable division of matrimonial assets. Section 112(2) of the WC sets out a non-exhaustive list of factors that the court is to take into account. I will adopt the global assessment methodology in this case as I do not see any need for the separate apportionment of different classes of matrimonial assets.

12 In *ATT v ATS* [2012] 2 SLR 859 at [15], the Court of Appeal endorsed a "broad-brush" approach and helpfully summarised the steps that a court take when ordering a division of matrimonial assets:

- (a) first, delineate what exactly constitutes the pool of matrimonial assets;
- (b) second, assess the value of the pool so that the court's deliberation can be made with reference to a working quantum;
- (c) third, consider all the circumstances of the case, including but not limited to the factors listed in s 112(2) of the WC, particularly the direct financial contributions as well as the indirect financial contributions of each party, and thereby determine what is the just and equitable proportion;
- (d) finally, ascertain the most expedient means of executing the division in that proportion.

Matrimonial assets

13 The parties are unable to agree on the total value of the matrimonial assets. There are two areas of dispute. First, they disagree on whether the second condominium unit, which was registered in the sole name of the Plaintiff, is a matrimonial asset. Second, they disagree on whether substantial profits – possibly amounting to \$958,517.50 – had been made as a result of investments in property over the years and, if so, whether these profits should be included in the list of matrimonial assets.

The second condominium unit

14 The first issue is easily resolved. Although the second condominium unit is registered in the Plaintiff's sole name, it is clearly a matrimonial asset because it was acquired during the parties' marriage and thus falls squarely within the definition of a "matrimonial asset" found in s 112(10) of the WC.

Profits earned from property investments

15 On the second issue, the Defendant avers that she had relied on her expertise as a property agent in identifying lucrative property investment opportunities during the subsistence of the marriage. She further avers that the parties had decided to make joint investments pursuant to her recommendations so she is now entitled to a share in the profits made from these investments even though most of the properties were registered in the Plaintiff's sole name or in the names of other parties (such as the Plaintiff's parents), and not in her name.

16 Regardless of whether the Defendant had actively contributed to the investments, any profits that were made are matrimonial assets given that they were acquired during the marriage. The Defendant's role in the investments will only be relevant at a subsequent stage when I consider her direct or indirect financial contributions. At this stage, the question to be determined is how much is to be added to the pool of matrimonial assets.

17 According to the Defendant, the following investments were made from 2007 to 2012: [\[note: 9\]](#)

(a) Another unit in the west of Singapore: purchased in the Plaintiff's name in September 2007 for \$430,000 and sold in January 2008 at a profit of \$123,230.34.

(b) A unit in "The Dew": the option to purchase was "flipped" in April 2008 at a profit of \$28,000.

(c) A unit located at Block 9 Selegie Road: purchased in the Plaintiff's parents' names in December 2008 at \$285,000 and sold in June 2010 at a profit of \$50,000.

(d) A unit located in "Parc Oasis": option to purchase was "flipped" in December 2008 at a profit of \$22,000.

(e) A unit located at Block 756 Upper Serangoon Road ("Upper Serangoon property"): purchased in the Plaintiff's name in May 2009 at \$419,750 and sold in March 2012 at a profit of \$632,000.

(f) A unit located at Block 29A Jalan Mas Puteh: purchased in the Defendant's name in a joint venture with one Dexter Lee ("Dexter") in October 2009 for \$555,000 and sold in March 2010 at a profit of \$125,000, which was shared with Dexter.

18 The Defendant avers that a large proportion of the profits received were kept by the Plaintiff. [\[note: 10\]](#) The parties originally had a joint account with the Development Bank of Singapore ("DBS") where the proceeds were deposited but this joint account was closed in March 2009. The Defendant avers that, thereafter, the Plaintiff deposited the profits in bank accounts registered in his sole name.

19 Although the Defendant is not able to furnish extensive documentary evidence surrounding the transactions and the profits that were made, I am satisfied that the parties were active in the purchase and sale of properties as well as the "flipping" of options to purchase. I am also satisfied that the parties made substantial profits from the transactions.

Adverse inference against the Plaintiff

20 At this juncture, I think it apposite to say a few words about the Plaintiff's conduct. I am of the view that the Plaintiff has not been forthcoming in disclosing his income and assets. When questioned on the property transactions, the Plaintiff either denied having any knowledge of the transactions or stated that the Defendant is not entitled to any share in them as they were his personal investments.

Despite the requests for interrogatories and discovery from the Defendant, [\[note: 11\]](#) the Plaintiff has only provided bare denials or assertions and has accounted neither for the amount of profits that were made nor the ways in which they have been spent. Further, I note that the Defendant also made a Request for Discovery on 27 June 2013 [\[note: 12\]](#) whereby she sought discovery of documents relating to the second condominium unit as well as documents relating to the Plaintiff's business and income from his work in the Philippines. However, it does not appear that the Plaintiff replied to this request.

21 The Plaintiff asserts that he does not have any other assets apart from the matrimonial home and the second condominium unit, save for a Post Office Savings Bank ("POSB") account containing a mere sum of \$2,176.75 as of 21 August 2013 and the money in his CPF account. [\[note: 13\]](#) He also avers that he has no income at all. He explains that this is because the Company, despite having been in operation for more than two years, makes no profits. He also deposes that he is no longer renting out the second condominium unit and is hence not receiving any rental income.

22 I do not believe the Plaintiff's assertions regarding his financial status. I find it difficult to believe that he would be able to survive in a foreign country and pay for his monthly expenses if he truly had no income. Having considered that the Plaintiff has a polytechnic diploma and used to earn a sum of \$11,000 every month before he was retrenched, I find that his assertion that he has no income is not to be believed. The lack of information as to his income and savings also stands out for comment. The Plaintiff did not furnish any documentary evidence to support his claim of poor financial health. I also note in passing that the Plaintiff in his Affidavit of Assets and Means stated that he has arthritis, fatty liver, and hypertension with proteinuria. [\[note: 14\]](#) While a medical report dated 20 September 2012 was provided, I note that there is no evidence that his health problems have impeded his ability to work.

23 I am unimpressed by the Plaintiff's failure to make full and frank disclosure of his assets and earnings and will be drawing an adverse inference against him. The importance of the duty owed by each party to make full and frank disclosure of all relevant information in ancillary proceedings cannot be overstated. If the court is to achieve a just and equitable distribution of the matrimonial assets, it is vital that parties prepare the affidavits with the relevant supporting evidence: see *Sim Kim Heng Andrew v Wee Siew Gee* [2014] 1 SLR 1276 at [116]. After all, ss 112(2) and 114(1) of the WC require the court to have regard to a myriad of factors including the income of the parties, their earning capacity, and other financial resources. These factors are important both to the question of the appropriate quantum of maintenance to be awarded as well as to the question of the appropriate division of matrimonial assets.

24 With that being said, it does not follow that an adverse inference must always be drawn when the evidence of financial contributions and assets appears to be incomplete. Much will depend on the facts. In a long marriage where numerous financial transactions and contributions were made many years ago, incomplete documentation is to be expected. In the present case, the unsatisfactory responses made by the Plaintiff to the request for information coupled with the paucity of information as to his present financial assets, means and income, lead me to the conclusion that it is proper to draw an adverse inference against him. It is evident that the Plaintiff's business interests are in the Philippines, which is where he appears to spend most of his time. Very little, if any, information has been provided as to the Company's business, profits, losses and the Plaintiff's earnings aside from the bare statement that the business is new and makes no profits.

25 In *Koo Shirley v Mok Kong Chua Kenneth* [1989] 1 SLR(R) 244 ("*Shirley Koo*"), the husband had left Singapore and was working in Japan. He declared a net monthly salary equivalent to \$6,164 but

did not provide any information about his living allowances. Further, he did not provide any information about his net monthly income (as distinguished from his salary). LP Thean J (as he then was) highlighted the husband's failure to make full disclosure despite having been directed to do so by the court, and held that he did not believe that the husband only earned a sum of \$6,164 a month. One factor that led to this conclusion was the fact that the husband (prior to his move to Japan) earned approximately \$6,435 per month while he was employed in Singapore. The learned judge was of the view that the husband's net monthly income (as opposed to salary) from his employment in Japan must be more than what had been disclosed. Similarly, in *Chan Siew Fong v Chan Fook Kee* [2002] 1 SLR(R) 93 ("*Chan Siew Fong*"), the Court of Appeal noted at [20] that the husband had settled in South Africa and commented that he "was quite secretive in his business activities there." The court refused to accept that he did not have any other assets apart from those he declared.

26 Each case must, of course, turn on its own facts. In the present case, I am satisfied that an adverse inference should be drawn as the Plaintiff has not been forthcoming in making full and frank disclosure, particularly as regard the earnings from his business interests, both the Company he established in 2012 as well as his interests in the Philippines.

27 In *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*"), the Court of Appeal held there are at least two consequences which may follow the drawing of an adverse inference following non-disclosure. The first is that the court may go on to determine the value of the undeclared assets, thereby adding to the pool of matrimonial assets available for division. The second is that the court may order a higher proportion of the known assets to be given to the other party. At [61] of *NK v NL*, the Court of Appeal cautioned against "unnecessary speculation" in the determination of the value of the undisclosed assets and observed that, in some circumstances, it "might be more just and equitable (not to mention, practical) to order a higher proportion of the known assets to be given to the wife" (*NK v NL* at [62]).

28 In *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Nancy Tay*"), the Court of Appeal endorsed its previous holding in *NK v NL*. At [66], the court stated:

... In the nature of things, whichever approach the court adopts in such a situation, it is undoubtedly to a large extent speculative; whether it decides to give a value to what it considers to be "undisclosed assets" or to give a higher percentage of the disclosed assets to the other party. Either approach would translate to giving something more to the other spouse by way of a specific sum. The very fact that the court is confronted with the problem of "undisclosed assets" means that the position is unclear and far from certain. In the final analysis, it is for the court to decide, in the light of the fact-situation of each case, which approach would in its view best achieve an equitable and just result. What must be clearly recognised is that when the court makes such a determination it is not undertaking an exercise based on arithmetic but a judgmental exercise based, in part at least, on feel.

29 In the light of the difficulty associated with quantifying the amount of profits earned as well as the Plaintiff's undisclosed assets and income, the second approach is more appropriate in this case. I will therefore increase the overall proportion of the matrimonial assets awarded to the Defendant.

List of matrimonial assets and their values

30 The undisputed matrimonial assets and their gross values are set out in the following table:

S/n	Matrimonial Asset	Value

1	Matrimonial Home (joint names)	\$1,300,000 [note: 15] (per the Plaintiff's valuation, which is the higher of the two)
2	The second condominium unit (the Plaintiff's sole name)	\$1,000,000 [note: 16]
3	The Plaintiff's POSB Savings Account	\$2,176.75 [note: 17] (as at 21 August 2013)
4	The Plaintiff's CPF accounts: Ordinary Account ("OA"): \$0 Medisave Account ("MA"): \$37,043.24 Special Account ("SA"): \$33,079.16	\$70,122.40 [note: 18] (as at 29 August 2012)
5	The Plaintiff's two insurance policies	Undisclosed surrender values
6	Nissan Latio (on hire purchase)	\$ 16,257.00 [note: 19]
7	The Defendant's POSB Savings Account	\$2,194.29 [note: 20] (as at 18 December 2012)
8	The Defendant's United Overseas Bank Uniplus Account	\$9,540.10 [note: 21] (as at 1 July 2013)
9	The Defendant's DBS Plus Account	\$1,850.00 [note: 22] (as at 18 December 2012)
10	The Defendant's CPF accounts OA: \$928.17 MA: \$21,638.70 SA: \$532.94	\$23,099.81 [note: 23] (as at 17 December 2012)
11	The Defendant's five insurance policies 1) NTUC Income Enhanced Incomeshield Insurance Policy; 2) Aviva Ltd My Shield Policy; 3) Great Eastern Life Whole Life with Escalating Reversionary Bonus Policy; 4) NTUC Income Mortgage Protector Insurance; and 5) Manulife Financial Life Protector Plus Policy.	Undisclosed surrender values for four of the policies. The fifth policy has a surrender value of \$120,000. [note: 24]
Gross value of matrimonial assets		\$2,545,240.35

31 The parties have not provided sufficient evidence on the surrender values of their respective

insurance policies. In his Affidavit of Assets and Means, the Plaintiff listed two insurance policies but did not disclose their surrender values. As for the Defendant, she disclosed the surrender value of only one out of five of her insurance policies. I have added the surrender value of \$120,000 of this policy in the calculation of the gross value of the matrimonial assets. The lack of evidence on the surrender values of the remaining six policies inevitably compromises on the accuracy of the valuation of the matrimonial assets. Such an unsatisfactory position could have been avoided if parties had properly and conscientiously disclosed the surrender values of the insurance policies.

32 Next, the outstanding liabilities in relation to the matrimonial assets are as follows:

S/n	Liabilities	Amount
1	Outstanding loan for the matrimonial home	Approximately \$405,309.75 (as at 12 January 2015; \$445,085.75 as at 6 February 2013) [note: 25]
2	Outstanding loan for the second condominium unit	Approximately \$565,153.16 (as at 12 January 2015; \$610,219.28 as at 6 February 2013) [note: 26]
3	Outstanding loan for the Nissan Latio	\$33,792.00 [note: 27] (as at 18 December 2012)
Total liabilities		\$1,004,254.91

33 In the Defendant's Declaration of the Value of Matrimonial Assets, she listed a sum of \$8,255.01 as an outstanding liability that should be deducted from the value of matrimonial assets. These were said to debts owed by her pursuant to personal loans that she had taken up from various banks. It is unclear when the loans were taken, though the evidence in her Affidavit of Assets and Means suggests that they must have been taken before 18 December 2012. The Defendant did not provide any reasons to explain why the loans were taken and whether they were taken in relation to the matrimonial assets. She has also not furnished any documentary evidence of the loans. In the circumstances, I did not regard the sum of \$8,225.01 as an outstanding liability.

34 The total net value of the undisputed matrimonial assets is hence \$1,540,985.44. To reiterate, this sum does not include the profits that were made in the investments in properties over the years as well as other undisclosed assets that the Plaintiff may have.

35 I will now move on to consider the circumstances in this case, particularly the direct and indirect contributions of the parties, in order to decide on a just and equitable division of the assets.

Direct financial contributions to the matrimonial assets

36 In this section, I will focus on the parties' financial contributions to the matrimonial house and the second condominium unit.

The operative date to consider contributions by parties

37 I deal first with a preliminary point. The parties disagree on whether payments of the monthly loans and maintenance sums of the matrimonial home made by the Defendant since October 2012 are to be taken into account. The Plaintiff stopped paying the monthly loan repayment sum of \$1,850 as well as the quarterly maintenance sum of \$660 for the matrimonial home in October 2012. For the past 27 months (up to the hearing on 12 January 2015), the Defendant has been paying the repayment sums as well as the quarterly maintenance fees. The total sum in contention amounts to about \$55,890 ((monthly repayment sum of \$1,850 x 27 months) + (quarterly maintenance sum of \$660 x 9 quarters)). [\[note: 28\]](#)

38 The Plaintiff submits that the repayments made by the Defendant cannot be taken into account as they were made after the grant of interim judgment. In support of his submission, counsel for the Plaintiff cited the case of *Nancy Tay*. He submitted that *Nancy Tay* stands for the proposition that the date of the grant of interim judgment is the cut-off date for the calculation of contributions made by parties.

39 I do not accept this argument. The issue in *Nancy Tay* was very different. The question in *Nancy Tay* was which date the court should adopt to determine whether an asset owned by a spouse was a matrimonial asset. The court did not discuss the question of the cut-off date for the *calculation of contributions*. In *Nancy Tay*, the court decided that there should not only be one operative date to determine whether an asset was a matrimonial property. The court held at [36]:

It seems to us that practicality would suggest that there should be an operative date. However, the problem is in determining what that operative date should be, bearing in mind the possible diverse assets, and the different circumstances under which they were acquired. *Indeed, it does not follow that there can only be one operative date.* Multiple dates are distinctly possible, depending on the nature of the assets and the circumstances surrounding their acquisition. *Ultimately, perhaps the adoption of an operative date or dates may not really be that critical as compared to arriving at a just and equitable division.* [Emphasis added in italics].

40 A similar approach was taken in *Anthony Patrick Nathan v Chan Siew Chin* [2011] 4 SLR 1121 ("*Anthony Patrick*"). The issue in *Anthony Patrick* was the operative date on which the court should determine the *value* of the pool of matrimonial assets. It was suggested in *Anthony Patrick* that it may be appropriate for jointly owned assets to be valued at the date of the judgment on ancillary matters, whereas separately owned matrimonial assets should generally be valued at the date on which the matrimonial assets were determined. In response, the court focused on the imperative of reaching a just and equitable division and observed (at [29]):

... Ultimately, the date on which matrimonial assets should be valued is up to the court's discretion, just as it is when it comes to the operative date on which the pool of matrimonial assets should be determined. *What is critical is to arrive at a "just and equitable division"* (see *Nancy Tay* at [36]) *in all the circumstances in each particular case.* [Emphasis added in italics].

41 I am of the view that a similar approach should be taken towards an assessment of the contributions of the parties. In order to arrive at a just and equitable division in the present case, it is appropriate to take into account the Defendant's direct financial contribution of \$55,890 (as calculated in [37]) made up to the point of the hearing. This approach is also consistent with the wording of s 112(2) of the WC. Pursuant to s 112(2)(a) of the WC, "the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets" is one of the factors that ought to be considered in deciding what a just and equitable division of the assets ought to be. Nothing in s 112 of the WC dictates that only contributions up to the date of the grant of interim judgment can be taken into account. The sum of

\$55,890 will hence be included as part of the Defendant's direct contributions.

Direct financial contributions to the second condominium unit

42 As for the second condominium unit, the Plaintiff avers that it was solely financed by him. On the other hand, the Defendant avers that the initial investment in the second condominium unit was financed by a re-mortgage of the Upper Serangoon property. Her argument is principally that the initial funding of approximately \$294,310.26 [\[note: 29\]](#) should be attributed to both parties as funding came from the parties' joint investment in the Upper Serangoon property. In support of her submission, the Defendant exhibited a historical information search of the Upper Serangoon property, which shows that the Upper Serangoon property was re-mortgaged in December 2010. [\[note: 30\]](#) The Defendant points out that this coincides with the payment of the purchase price of the Lakeshore and submits that it is evidence that the purchase of the second condominium unit was funded out of the mortgage of the Upper Serangoon property. [\[note: 31\]](#) I accept the submission of the Defendant and hold that the initial funding of the Lakeshore came from joint monies held by the parties. Hence, the direct purchase contribution of \$294,310.26 should be credited to both parties.

Direct financial contributions

43 Having decided on the two main points of disagreement, I now set out the parties' direct contributions in the following table:

Item	Plaintiff's contributions	Defendant's contributions
Total loan repayments for the second condominium unit	\$45,066.12 (\$2048.46 [note: 32] x 22 months)	\$0
Renovations for the second condominium unit	\$40,000 [note: 33]	\$0
Initial funding for the second condominium unit	\$147,105.13 (half-share of \$294,210.26)	\$147,105.13 (half-share of \$294,210.26)
CPF payments for the matrimonial home	\$191,677.24	\$42,000 [note: 34]
Initial funding of the matrimonial home (4% cash component) – taken from parties' joint account [note: 35]	\$13,600	\$13,600
Initial funding of matrimonial home (1% cash component)	\$0	\$6,800 (disputed by the Plaintiff)
Renovations of the matrimonial home	\$40,000 (disputed by the Defendant)	\$18,200 (disputed by the Plaintiff)
Maintenance fees of the matrimonial home (at \$660 per quarter)	\$11,880 [note: 36] (from January 2008 to July 2012)	\$5,940 [note: 37] (from October 2012 to December 2014)

Loan repayments in cash for the matrimonial home	\$0	\$49,950 (payment of loan from October 2012 to December 2014 at \$1850 per month)
Total contribution	\$489,328.49	\$283,595.13
Percentage	63.3%	36.7%

Indirect contributions of the parties

44 According to the Plaintiff, the Defendant has not made significant indirect contributions to the marriage. He avers that she did not do any household chores and barely took care of the children. Instead, he states that his mother is the main caregiver of the children. He avers that his mother did the household chores by herself until October 2012 when the Defendant employed a domestic helper. [\[note: 38\]](#) He also alleges that the Defendant refused to contribute towards the household expenses and their children's expenses, save only for the fact that she paid for the younger son's milk powder and toiletries.

45 I do not believe the Plaintiff. Apart from the Plaintiff's bare allegations, there is no evidence that the Defendant is not a good mother to her two children. The two children, now aged 8 and 15 years old, [\[note: 39\]](#) appear to be doing well in school and their extra-curricular activities. [\[note: 40\]](#) In fact, I note that the Plaintiff is the one who spends less time with the children and is rarely in Singapore. The Defendant submits that the Plaintiff started making about two overseas trips every month since 2002. In 2010, about two weeks before the Lunar New Year, the Plaintiff left the matrimonial home and began residing in the second condominium unit. That was also the year that the parties' elder son took his Primary School Leaving Examinations. Subsequently, the Plaintiff left for the Philippines, where he presently resides.

46 Having considered the evidence before me, I am not prepared to accept the Plaintiff's submission that the Defendant has not made any indirect contribution to the marriage. Instead, I find that the Defendant, despite being a working mum, had made significant indirect contributions to the marriage and the family. The Defendant avers that she took up the job as a real estate agent in 2002 for the flexible hours it affords, allowing her to both care for the children and contribute to the household income. I accept the Defendant's evidence.

47 Further, I am also of the view that the Defendant's expertise and acumen in the property market was the major factor behind the property investments that the parties' profited from. I accept the Defendant's submission that the investments were mostly made in the name of the Plaintiff because the Defendant was a real estate agent and wanted to avoid any potential conflicts of interest. I therefore reject the Plaintiff's assertion that these were his personal investments in which the Defendant had no part to play. I also note that, when the parties bought their first matrimonial home in 1998, the Plaintiff was still serving National Service which he only completed in 2000. Hence, I also accept the Defendant's submission that she was the main source of financial support for the family during that time.

48 All in all, I am of the view that the Defendant had made substantial indirect contributions to the marriage.

Just and equitable division

49 As recognised, a broad-brush approach ought to be adopted in deciding on a division of the matrimonial assets. All the circumstances of the case, including the factors in s 112(2) of the WC are to be considered. The courts have consistently emphasised that the division of matrimonial assets is not a mathematical exercise. One factor that bears mention is the needs of the children, which s 112(2) of the WC requires the court to consider when deciding on an appropriate division of assets. In this connection, I note that the Defendant is the primary caregiver of the children (both of whom are still of school-going age) as she has been awarded care and control.

50 In the result, I have decided that it would be just and equitable to award the Defendant 60% of the assets in the matrimonial pool. In coming to my decision on the appropriate division, I have considered the considerable length of the marriage, the parties' direct contributions (63.3% by the Plaintiff and 36.7% by the Defendant), the significant indirect contributions made by the Defendant, as well as the needs of the children. The final proportion also incorporates the increase I think is due to the Defendant in the light of the adverse inference that I have drawn against the Plaintiff for his lack of disclosure in relation to his income, assets, and the profits he earned from the property investments.

Most expedient means of distribution

51 The only remaining step is the ascertainment of the most expedient means for executing the division. The parties have two main assets – the matrimonial home and the second condominium unit. Based on the calculations referred to earlier, the net value of the matrimonial home represents about 58.1% of the total assets. The Defendant, the children and possibly the Plaintiff's parents have also been staying at the matrimonial home since 2008. In the circumstances, I am of the view that it is expedient, as well as just and equitable, to order the Plaintiff to transfer his share of the matrimonial home to the Defendant, without requiring the Defendant to make any refunds into the Plaintiff's CPF account. I am in particular persuaded by the fact that this manner of distribution will cause minimal disruption to the two school-going children who reside in the matrimonial home. The other assets owned by parties, including the second condominium unit, are to remain in their own names.

Maintenance of the Defendant

52 In considering the appropriate sum of maintenance to order, I have taken into account the Defendant's relatively young age (38 years old), her income, professional competence and her experience in the property market, as well as the Plaintiff's health issues. Further, I have also considered that the Defendant will be given sole ownership of the matrimonial home. In the circumstances, I think it appropriate that only nominal maintenance of \$1 be given to the Defendant and I so order.

Maintenance of the children

53 In the Defendant's Affidavit of Assets and Means filed on 1 July 2013, she estimated the monthly expenses of the children as being \$1,005 and \$1,154, respectively. I note that more than a year has lapsed since that assessment and the two children are presently in Primary 3 and Secondary 4 respectively. It follows that their expenses will increase, particularly the expenses of the elder son. Hence, I order that maintenance for the children be increased from the interim sum of \$500 each to \$800 for the older son and \$600 for the younger son. Therefore, with effect from the date of this judgment, the Plaintiff is to pay the Defendant a total of \$1,400 every month for the maintenance of the children.

Conclusion

54 In summary, my orders are as follows:

- (a) The Plaintiff's share in the matrimonial home is to be transferred to the Defendant without any refund into the Plaintiff's CPF account. The Defendant is to bear the costs of this transfer.
- (b) The Registrar of the Family Justice Courts shall be empowered to sign all documents necessary to effect such a transfer in the event that the Plaintiff refuses to do so.
- (c) Each party is to retain their respective assets in their sole names.
- (d) Nominal maintenance of \$1 per month is to be paid to the Defendant.
- (e) Maintenance of \$1,400 per month for the two children is to be paid to the Defendant.

[\[note: 1\]](#) Pf's Bundle of Affidavits ("BOA") at p 172 (Tab 11)

[\[note: 2\]](#) Pf's BOA at p 2 (Tab 1).

[\[note: 3\]](#) Pf's Statement of Claim ("SOC") filed on 15 February 2012.

[\[note: 4\]](#) Pf's Affidavit of Assets and Means ("AOM") at p 2

[\[note: 5\]](#) Pf's AOM at p 2.

[\[note: 6\]](#) Df's BOA filed on 25 November 2014 at p 2 ([6]).

[\[note: 7\]](#) Df's AOM dated 8 January 2013 at p 39.

[\[note: 8\]](#) Pf's BOA filed on 14 April 2014 at [10] at p 68.

[\[note: 9\]](#) Df's AOM filed on 8 January 2013 at p 9.

[\[note: 10\]](#) Df's Written Submissions dated 23 August 2013 at p 8.

[\[note: 11\]](#) Pf's BOA at p 80 (Tab 6), p 84 (Tab 7) and Df's BOA at p 108.

[\[note: 12\]](#) Exhibit E in Df's Written Submissions filed on 23 August 2013.

[\[note: 13\]](#) Pf's BOA at p 185.

[\[note: 14\]](#) Pf's BOA at p 7.

[\[note: 15\]](#) Pf's AOM at p 6.

[\[note: 16\]](#) Pf's AOM at p 5.

[\[note: 17\]](#) Pf's AOM at p 6.

[\[note: 18\]](#) Pf's AOM at p 15.

[\[note: 19\]](#) Pf's BOA at p 178.

[\[note: 20\]](#) Pf's BOA at p 178.

[\[note: 21\]](#) Pf's BOA at p 178.

[\[note: 22\]](#) Pf's BOA at p 178.

[\[note: 23\]](#) Pf's BOA at p 178.

[\[note: 24\]](#) Pf's BOA at p 41.

[\[note: 25\]](#) Pf's BOA at p 176.

[\[note: 26\]](#) Pf's BOA at p 176.

[\[note: 27\]](#) Pf's BOA at p 178.

[\[note: 28\]](#) Df's BOA at p 20 (Tab 2); Df's counsel's submissions on 12 January 2015.

[\[note: 29\]](#) Total initial payment for the Lakeshore from the Pf's Affidavit filed on 4 June 2014 at p 3.

[\[note: 30\]](#) Df's BOA filed on 25 November 2014 at p 100.

[\[note: 31\]](#) Df's BOA filed on 25 November 2014 at p 51.

[\[note: 32\]](#) Pf's AOM at p 8.

[\[note: 33\]](#) Pf's AOM at p 8.

[\[note: 34\]](#) Df's AOM filed on 8 January 2013 at p 5.

[\[note: 35\]](#) Df's Written Submissions filed on 23 August 2013 at p 11.

[\[note: 36\]](#) Pf's AOM at p 182.

[\[note: 37\]](#) Df's Written Submissions filed on 23 August 2013 at p 20.

[\[note: 38\]](#) Pf's BOA filed on 14 April 2014 at p 10.

[\[note: 39\]](#) Pf's SOC at p 2.

[\[note: 40\]](#) Pf's BOA filed on 14 April 2014 at p 69.

Copyright © Government of Singapore.