

**IN THE FAMILY DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2023] SGHCF 40

Divorce (Transferred) No 386 of 2021

Between

DBB

... Plaintiff

And

DBA

... Defendant

GROUNDS OF DECISION

[Family Law — Maintenance]

[Family Law — Matrimonial assets]

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DBB

v

DBA

[2023] SGHCF 40

General Division of the High Court (Family Division) — Divorce
(Transferred) No 386 of 2021
Lai Siu Chiu SJ
19 April, 20 June 2023

18 September 2023

Lai Siu Chiu SJ:

Introduction

1 In these proceedings, this court was tasked to deal with the ancillary matters (“the ancillary matters hearing”) that arose for determination after the granting of the interim judgment for divorce on 6 October 2021.

2 [DBB] (“the Husband”) and [DBA] (“the Wife”), aged 57 and 55 respectively, were married on 26 September 1990 and have three children, namely: [B], [C] and [D] (collectively “the children”). Currently, the Wife and [D] reside at [Property 1] (“the matrimonial home”) while the Husband has been residing with his mother since June 2022.¹

¹ Defendant’s Written Submissions dated 12 April 2023 (“Defendant’s Written Submissions”) at para 8.

3 On 1 November 2021, the Family Justice Courts granted a consent order (“the Consent Order”) whereby the parties would have joint custody and shared care and control of the children. Access arrangements to [D] were spelt out in the Consent Order.

4 On 3 March 2023, the Consent Order with regards to access arrangements for [D] was varied on the Wife’s application in Summons No 3713 of 2022.

The ancillary matters hearing

5 The ancillary matters hearing took place over two days. At its conclusion, the court made the following orders:

- (a) the matrimonial home shall be sold in the open market by 31 March 2024 and the sale proceeds less: (i) sales commission, (ii) incidental expenses and refund of CPF contributions utilised by both parties in the purchase together with interest accrued on the withdrawals and (iii) the mortgage outstanding as at the date of completion of the sale, shall be divided in the proportion of 77.5% and 22.5% in favour of the Husband and the Wife respectively;
- (b) the overseas properties located at:
 - (i) [Japanese Property 1];
 - (ii) [Japanese Property 2];
 - (iii) [Australian Property]; and
 - (iv) [Birmingham Property]

shall be sold in the open market by 31 March 2024 and the sale proceeds less: (i) sales commission and incidental expenses and (ii) repayment of any mortgages outstanding, are to be divided between the parties in the proportion of 77.5% and 22.5% in favour of the Husband and the Wife respectively. Until the completion of the sale of all four properties, the net rental income if any derived therefrom shall also be divided amongst the parties in the proportion 77.5% and 22.5% in favour of the Husband and the Wife respectively;

(c) the Wife was awarded \$317,164.01 of the matrimonial assets (excluding the immoveable properties above) with the balance going to the Husband;

(d) the Husband would pay \$700 as monthly maintenance for [B] until [B] completes his tertiary education;

(e) the Husband would pay for [C]’s tertiary education A\$100,000 by 1 January 2024 and a further A\$100,000 by 1 January 2025;

(f) the Husband would pay \$1,500 as monthly maintenance for [D] until further orders;

(g) there would be no maintenance for the Wife;

(h) there would be no order for costs for the ancillary matters hearing.

The Wife has appealed against all the above orders (in Civil Appeal No 67 of 2023) even though the figures in [5(d) and (e)] above were the Wife’s to which the Husband consented. I now set out the reasons for my decision.

The background

6 The Husband and the Wife filed their respective affidavits of assets and means (“AOM”) for the ancillary matters hearing. According to the first AOM of the Husband,² his assets are as follows:

S/N	Asset	Value (S\$)
1	[Property 1]	1,705,000
2	[Australian Property]	220,893
3	[Japanese Property 1]	163,954
4	[Japanese Property 2]	199,520
5	[Birmingham Property]	19,921
6	Two motor vehicles	62,700
7	Three insurance policies	228,798
8	Shares in four counters	25,590.78
9	13 bank accounts	3,327,016
10	CPF accounts	835,092.40
	Total	6,788,484.18

Save for the [Birmingham Property], the other immoveable properties of the Husband are co-owned by the Wife as joint tenants. The values of the immoveable properties are net of outstanding mortgages. The Husband claimed that the joint assets were almost entirely funded by him. The Husband deposed he has no liabilities.

² Filed on 6 July 2022.

7 Although he has retired, the Husband disclosed the fact that he has an annual investment income of \$146,436, which amounts to \$12,203 per month.³ He asserted that it was his income over the years that enabled the assets in [6] to be acquired and his investments to be made; he was also responsible for doing the research for (besides funding) the investments. The Husband added that he was the primary breadwinner for the family while the Wife made negligible *ad hoc* payments on rare occasions depending on the circumstances (which the Wife disputed). If the Wife paid, the Husband claimed she did so using the supplementary credit card he had provided to her. Although the Husband has retired and the Wife remains employed, the Husband deposed he utilises his investment monies to continue to pay for the household expenses.

8 Prior to his retirement in 2016 from full-time employment, the Husband was employed in various companies earning substantial remuneration. He was last employed in 2020 by [F Pte Ltd], a company providing human resources solutions.⁴ His then basic monthly salary was \$6,000.

9 The Husband listed his monthly expenses as follows:

S/N	Item	Amount (S\$)
1	Eating out	260
2	Groceries	800
3	Clothing	50
4	Insurance	500
5	Transport	1,850

³ Husband's First AOM dated 6 July 2022 ("Husband's First AOM") at p 3.

⁴ Husband's First AOM at p 22.

6	Healthcare	200
7	Parents' allowance	400
8	Grooming	10
9	Holiday/family outings	1,000
10	Entertainment	300
11	Country club	367
12	Mobile phone	10
13	Cable TV/internet	40
14	Utilities	250
15	Conservancy charges	450
16	Miscellaneous	150
	Total	6,627

10 In addition to his above expenses, the Husband deposed he incurs expenses for the children. Currently, [B] is studying at a local university from which he will graduate in December 2023;⁵ [C] is studying in an Australian university while [D] is a secondary school student in Singapore. The Husband deposed that he incurs monthly expenses of \$4,224 for [B], \$7,570 for [C] and \$1,510 for [D]. The court will return to the topic of the children's expenses when dealing with the children's maintenance in the later part of these grounds of decision.

⁵ See Joint Summary filed 16 June 2023 at Section 2a.

11 Apart from maintaining the children, the Husband claimed he was also a very hands-on father, who took an active role in caring for the children, preparing their breakfasts, sending them to school, coaching them in their studies, nurturing their interests and organising dinners and family outings. He claimed to have become a homemaker after his retirement.⁶

12 The Husband proposed that the matrimonial assets be divided in the ratio 20:80 in favour of the Wife and himself respectively.⁷ As for maintenance for the children, he proposed that they be maintained by the parties in accordance with the proportion of the division of the matrimonial assets. He proposed for there to be no maintenance for the Wife.

13 On her part, in her first AOM,⁸ the Wife deposed that she earns an average monthly income of \$600 working twice a week (as at the date she filed her first AOM) as a part-time sales assistant in a wine retailer.⁹ She listed the matrimonial home and the three foreign properties (excluding the property in Birmingham which was held in the Husband's sole name) in [6] as part of her assets owned jointly with the Husband. She listed 16 bank accounts as the parties' joint accounts and disclosed that she herself has six bank accounts. She has three insurance policies, owns listed shares and has CPF savings as well. In a nutshell, the following table shows the assets which the Wife had disclosed.

S/N	Asset	Net Valuation (S\$)
1	[Property 1]	972,128

⁶ Husband's First AOM at p 15.

⁷ Husband's First AOM at p 17.

⁸ Filed on 23 June 2022.

⁹ Wife's First AOM dated 16 June 2022 ("Wife's First AOM") at paras 5-6.

2	[Japanese Property 1]	235,820 (JPY20,000,000)
3	[Japanese Property 2]	241,715.50 (JPY20,500,000)
4	[Australian Property]	220,000 (A\$227,855.73)
	Subtotal of items 2 to 4	697,535.50
5	Total sums in 16 joint bank accounts	3,186,891.63
	Total joint assets (Assets 1 to 5)	4,856,555.13

As for the assets in her sole name, the Wife listed six bank accounts, three insurance policies, shares, CPF savings and a country club membership:

S/N	Asset	Net Valuation (S\$)
1	Total sums in bank accounts	261,797.05
2	Three insurance policies	154,208.20
3	Shares in SGX securities	109,841.33
4	CPF investments	39,897
5	CPF accounts	176,242.88
6	Seletar Country Club membership	12,000
	Total assets in Wife's sole name	753,986.46

14 With regard to liabilities, the Wife only had one liability, which was the outstanding mortgage loan of approximately \$500,000 on the matrimonial home.

15 According to the Wife,¹⁰ she was responsible for finding the two Japanese properties for investment purposes. She negotiated and reduced the purchase price of [Japanese Property 1]. The purchase of both Japanese properties was funded by the sale proceeds in September 2012 of the parties' former home at [Property 2] ("the semi-detached property"). The Wife deposed that prior to the purchase of the two Japanese properties, the couple had purchased and then renovated, a Japanese property located in Suganami, Japan. It was later sold for a 50% profit.

16 The Wife also took credit for the purchase of the [Australian Property] deposing¹¹ she told the Husband to attend an Australian property road show following which they bought the [Australian Property]. She took care of administrative details such as the paperwork for the property and remitting funds to Australia whenever there was a shortfall according to the property's agent.

17 She stated she was not in favour of the investment in the [Birmingham Property] but the Husband went ahead with the purchase despite her advice. There was little capital appreciation therefrom as compared to the couple's other overseas investments.

18 The Wife alleged that her salary as well as the Husband's were deposited into the couple's joint eMulti-Currency Autosave Plus account ("the DBS Autosave account") with DBS along with rental proceeds from the Japanese properties and the sale proceeds of the semi-detached property.¹²

¹⁰ Wife's First AOM at paras 9-10.

¹¹ Wife's First AOM at para 12.

¹² Wife's First AOM at pp 11-12.

19 There was a second DBS account into which investment returns were deposited. She alleged that the Husband transferred out \$700,000 from the DBS account into his own personal account without her consent. On her part, the Wife disclosed she transferred \$250,000 from the DBS Autosave account into the parties' joint CIMB Starsaver account ("the CIMB account") and subsequently to her own personal account. She wanted to ensure that she had sufficient funds to tide her through the divorce proceedings. She further alleged that the Husband transferred out monies from the CIMB account and instead of RM1,009,398.86 on 20 April 2021, the balance on 31 January 2022 was only RM50,457.87.¹³

20 The Wife said her monthly expenses totalled \$3,263.33 of which \$1,609.33 was for household expenses. The breakdown is as follows:¹⁴

S/N	Household expenses	Amount (S\$)
1	Utilities	200
2	Property tax	41.33
3	Fire insurance	20
4	Internet & cable TV	100
5	Maintenance charges	448
6	Marketing	800
	Sub-total	1,609.33
	Personal expenses	

¹³ Wife's First AOM at para 20.

¹⁴ Wife's First AOM at para 25.

7	Petrol for car	300
8	Road tax for car	200
	Sub-total	500
9	Telephone charges	30
10	Clothing	80
11	Toiletries	30
12	Haircut	10
13	Medical expenses	67
14	Transport	90
15	Daily meals	100
16	Allowance for parents	450
17	Family outings	125
18	Red packets for Chinese New Year & birthdays	142
	Sub-total	\$1,154
	Total (\$1609.33 + \$500 + \$1,154)	\$3,263.33

The Wife set out the children's expenses totalling \$4,590.83 of which [B]'s expenses were \$1,151, [C]'s expenses totalled \$1,211.33 and [D]'s expenses were \$2,228.50. A breakdown of the Wife's figures for the children's expenses will also be set out later.¹⁵

¹⁵ See [88].

21 The Wife claimed to have made the following financial contributions towards the acquisition/improvement of the matrimonial home. She allegedly paid \$750,000 as her initial cash payments followed by \$500,000 in mortgage repayments. She explained that in 1997 the couple purchased their first home, a HDB flat located at Woodlands (“the Woodlands flat”). She contributed her savings of \$50,000 towards the purchase from working for three years after the couple returned from the UK after the Husband obtained his MBA from [H] University. The Woodlands flat was sold in 2001 and part of the sale proceeds were utilised in the purchase of the semi-detached property at [15] at \$1.2m. The balance purchase price was funded by cash from the couple’s joint account and a joint CPF loan. The semi-detached property was sold for \$3.2m in September 2012. The profits derived therefrom of about \$2m were used partly to purchase the matrimonial property at about \$1.3m (with a loan) and partly to finance the acquisition of their first Japanese property, *ie*, the Suganami property.¹⁶ The couple spent about \$120,000 on renovations, which came from their joint account.

22 The Wife further claimed that when the Husband was studying in the UK in 1991, she worked part-time at McDonald’s earning around £400 per month. She used her earnings on household expenses to supplement what the Husband’s parents provided for his living expenses. She even managed to purchase a car with her earnings to make commuting easier for the Husband. She added that she chauffeured McDonald’s employees and was reimbursed the petrol cost, which helped with the couple’s car expenses. She also brought home food from McDonald’s for the Husband.

¹⁶ See [15].

23 After their return to Singapore in November 1992, the couple opened a joint account and transferred into it all the monies from their joint account in the UK.

24 The Wife further claimed that she deposited her insurance commission (when she worked as an insurance agent) and subsequently her salary as well as her shares' dividends into one or other of the couple's DBS accounts.

25 The wife set out the whole history of the couple's marriage in her first AOM to emphasise her monetary and non-monetary contributions to the marriage. These contributions were:

- (a) placing part of her salary as an insurance agent into the couple's joint account;
- (b) managing the household without domestic help (for long stretches of time), managing the couple's investment properties and sacrificing her career opportunities in the process. She also supervised and trained maids when the couple engaged helpers;
- (c) managing the children on her own so that the Husband could focus on his career. She not only took care of the children, took them to see doctors and paid for their medical bills, but also nurtured their interests and participated in all aspects of their lives and took them on overseas trips;
- (d) taking care of the Husband and sending him to and from the airport for his business trips and even to work occasionally. She helped him with household maintenance which included painting the exterior of the semi-detached property where she also took care of the garden.

She prepared healthy meals for the Husband when he was ill, unlike the time she fractured her leg when he offered her no emotional support and instead reprimanded her;

(e) exhibiting photographs taken at Chinese New Year reunion dinners, the Wife claimed she made Lunar New Year cookies for the Husband's family and continued to do so even after the couple moved out to live at their Woodlands property. She even hosted Chinese New Year reunion dinners for the Husband's entire family (which could be as many as 30 people) at the Woodlands and semi-detached properties;

(f) helping her in-laws in many ways including communicating with their Indonesian maid, doing the marketing, and helping to look after the Husband's autistic sister and her aged father-in-law after he was diagnosed with cancer; and

(g) making many sacrifices both in her career as well as her personal life by putting the needs of the Husband and the children first. For instance, when she was working at a law firm, the firm offered to fund her further studies, which would have improved her future career prospects. She declined the offer as going for further studies meant she would be spending time away from the children.

26 In view of her many contributions towards the 31 years' marriage and in the acquisition of the matrimonial assets, the Wife stated that the division of assets should be 60% and 40% respectively in her and the Husband's favour. She requested lump sum maintenance of \$240,000 (at \$2,000 per month for 10

years) from the Husband.¹⁷ She believed the Husband could work for another 10 years. She claimed that even after the Husband was made redundant in 2016, he continued to be employed by [K]’s Singapore office from 2019 to 2020 on a contractual basis. She added that the Husband earned \$30,000 per month plus bonuses between 2014 and 2016.¹⁸

27 The Wife filed a reply to the Husband’s first AOM on 27 October 2022 (“the Wife’s reply affidavit”). She disputed the Husband’s claim that he is a retiree pointing out he was only 56 years of age then. Based on the official minimum retirement age of 65 years, the Husband can work for another seven years. She alleged his retirement is by choice and not by circumstances. She pointed out that the Husband does not suffer from any debilitating medical conditions that would prevent him from seeking gainful employment. In fact, he goes frequently on cycling trips overseas and also scuba dives.

28 The Wife also questioned the Husband’s last drawn salary of \$6,000 per month, asserting he is capable of earning a much higher income.

29 The Wife alleged that the Husband’s retirement income of \$12,203 per month came from investments which are jointly owned. The monthly instalment for the housing loan was paid from the investment income.¹⁹

30 The Wife disputed the Husband’s monthly expenses of \$6,627 and said \$4,250 was a more realistic figure. She also disagreed with the Husband’s estimate of [B]’s expenses, contending the figure should be lower. On the other

¹⁷ Wife’s First AOM at para 99.

¹⁸ Wife’s First AOM at para 107.

¹⁹ Wife’s Reply Affidavit dated 26 October 2022 (“Wife’s Reply Affidavit”) at para 8.

hand, she asserted that [C]'s and [D]'s expenses were much higher than the Husband's estimates.

31 The Wife reiterated her contributions towards the purchase of the matrimonial assets. She complained it was unfair of the Husband to claim credit for all the indirect contributions when the household and children's expenses were mostly paid from the parties' joint account.²⁰ His involvement with the children was not as extensive as he made it out to be. He only interacted with them when he had time to spare from his busy work schedule and travels.²¹

32 In regard to the motorcycle accident where she fractured her leg, she admitted she refused to have surgery (as the doctors had recommended) as she was worried about the side-effects and she believed in natural healing.²²

33 The Wife deposed that the Husband should also not raise her brief involvement with a third party many years ago to discount her efforts. She countered that the Husband himself had engaged in various infidelities in the early years of their marriage.²³

34 The Wife asserted that the Husband's allegation of her business being unprofitable was inaccurate. He must have referred to her handicraft business called [E] which she started when they lived at the Woodlands property. The Husband had agreed she could withdraw \$10,000 from their joint account to start the business. The Husband did not as he contended, advise her against

²⁰ Wife's Reply Affidavit at paras 16-18.

²¹ Wife's Reply Affidavit at para 37.

²² Wife's Reply Affidavit at para 35.

²³ Wife's Reply Affidavit at paras 25-29.

starting the business. In fact, he even took some of her handicrafts to give to his colleagues as Christmas gifts. [E] was closed down after [D] was born. She did not make much profits but neither did she suffer huge losses.²⁴ Apparently, the Wife operated [E] between 2008 and 2013. As the court commented to her counsel in the course of the first hearing, the fact that the Wife did not sustain huge losses from [E] did not mean she did not incur losses in running the business.²⁵

35 The Husband on his part was so incensed by the many claims/allegations made in the Wife's first AOM (which he contended were unfounded/untrue) that he responded with his second AOM filed on 31 October 2022 and which was followed by an affidavit filed by [B] on 3 November 2022. In his second AOM, the Husband essentially denied/disputed all the claims/allegations made by the Wife. The Husband put the Wife to strict proof of her many allegations and largely rebutted them with documentary evidence that he exhibited. His contentions were as follows:

- (a) he said the Wife was employed by [G] in early 2022 but failed to disclose her salary until he requested for it in discovery;²⁶
- (b) he claimed the monthly mortgage instalments for the matrimonial home were solely paid by him through his CPF account from the date of purchase. It was only in December 2021 that the

²⁴ Wife's Reply Affidavit at paras 32-33.

²⁵ NE (19 April 2023) at p 10 lines 19-29.

²⁶ Husband's Second Affidavit dated 28 October 2022 ("Husband's Second Affidavit") at para 6.

Husband switched to making payments from his DBS personal account;²⁷

(c) he refuted the Wife's claim that it was her idea/initiative to invest in Japanese properties. It was his idea after learning about investing in Japanese properties from a colleague. He then engaged Aonissin Co Ltd to source for and manage the properties he purchased after obtaining the contact from his colleague. He pointed out the Wife had forgotten there was the [Japanese Property 2] that he handled exclusively and that was indicative of her lack of involvement in that property;²⁸

(d) he decided to invest in the [Birmingham Property] to which the Wife agreed. The Husband acknowledged the [Birmingham Property] was not a good investment unlike the others which helped to accrue his wealth;²⁹

(e) he asserted that the Wife has not provided evidence to substantiate her claim that, between 1993 to 1995, she earned almost double his income as his Notice of Assessment for 1996 showed he earned almost double her income;³⁰

(f) he denied that the Wife took care of his parents or his sister. His parents were healthy and they employed a domestic helper to look after his sister. The Wife lived with his parents without making any contributions and had the benefit of her chores being done by the helper.

²⁷ Husband's Second Affidavit at para 7.

²⁸ Husband's Second Affidavit at para 8.

²⁹ Husband's Second Affidavit at para 10.

³⁰ Husband's Second Affidavit at para 16.

His parents, being fluent in Malay, did not need her assistance to communicate with the helper. The Husband said he had provided an allowance to his parents as well as to the Wife's parents for helping to look after the children;³¹

(g) having retired by 2020, he said he, not the Wife, brought his father for the father's thrice-weekly dialysis and the Husband was the father's primary caregiver along with his nine siblings;³²

(h) he denied he was unsympathetic when the Wife suffered a foot fracture;³³

(i) he denied he did not spend time with the children and/or the Wife. He asserted that he was responsible for sending the Wife and the children to and from their various activities. He shared parenting duties with the Wife and funded their medical expenses. He was involved in supervising the children's education and he taught the children mathematics, science and humanities while the Wife tutored them in Mandarin. He paid the children's tuition fees. The Husband pointed out that the Wife was unwilling to help [C] to source for a university overseas as [C] did not do well enough to enter a local university and it was the Husband's sister who helped [C] to obtain an offer from an Australian university. The Wife was also unwilling to pay for [C] the initial deposit of A\$23,250 for her bank account from the funds in the Wife's Australian account – she told the Husband she would only do so

³¹ Husband's Second Affidavit at paras 17, 19.

³² Husband's Second Affidavit at para 21.

³³ Husband's Second Affidavit at para 22.

if the Husband first transferred to the Australian account the equivalent in Singapore dollars from the Husband's personal account;³⁴

(j) he spent time with the Wife and her friends save for karaoke and drinking sessions as he suffered from anxiety singing with other people and his body could not tolerate alcohol;³⁵

(k) he denied he spent a lot of time overseas as the Wife alleged and denied she was the person who organised the children's birthday parties. He organised jointly with the Wife their birthday parties and was with the children on almost all their overseas holidays³⁶ and

(l) he claimed the Wife worked almost full-time throughout their marriage and they shared the household tasks. She worked part-time only when she was unable to find suitable full-time employment. The Wife only cooked for the children occasionally. Throughout the marriage, he provided for the family and his income enabled the Wife to devote her energies to time-consuming but low-paying projects without having to worry about the household expenses.³⁷

36 The Husband alleged that the Wife was unfaithful to him during the marriage and that [B] is not his biological son. It upset him even more that the Wife introduced [B] to his biological father in 2017.³⁸

³⁴ Husband's Second Affidavit at para 24.

³⁵ Husband's Second Affidavit at para 22.

³⁶ Husband's Second Affidavit at para 26.

³⁷ Husband's Second Affidavit at paras 27, 29.

³⁸ Husband's Second Affidavit at para 30.

37 The Husband's major bone of contention with the Wife pertained to their bank accounts and her allegation that he had spirited monies away from their joint accounts. He also disputed her contributions towards the purchase of their various properties.

38 The Husband explained that when he transferred funds from one account to another, it was not to conceal the existence of those funds as the Wife alleged but to earn better rates of interest from a different bank or to obtain benefits from investing in stronger currencies. He transferred Malaysian ringgit once to assist his sister-in-law (whom he named) to remit funds and not because he was trying to dissipate funds.

39 The Husband pointed out that he had topped up the Wife's CPF Special Account by \$49,000 between 2010 and 2016 in order to benefit from the higher interest earned thereby and the sum should be considered his direct contribution. He produced his DBS statement to substantiate his claim.³⁹

40 As for the Seletar Country Club membership for which the Wife claimed she paid \$12,000, the Husband contended he paid the monthly membership fees, expenses and instalments by GIRO from his personal DBS account and only the initial \$3,000 transfer fee was paid from the joint account.⁴⁰

41 The Husband also disputed the Wife's estimates of [D]'s monthly expenses, stating it should only be around \$800 instead of \$2,228.50.⁴¹

³⁹ Husband's Second Affidavit at Tab E.

⁴⁰ Husband's Second Affidavit at para 13.

⁴¹ Husband's Second Affidavit at para 14.

42 With regards to the Woodlands property, the Husband pointed out that it was purchased in 1997 for about \$220,000. \$11,000 was paid in cash whilst \$22,000 came from his CPF and \$187,000 was from a housing loan for which the monthly mortgage instalments were paid from his CPF contributions. When the Woodlands property was sold in 2003, about \$130,135 was returned to his CPF account and \$37,266 was received in cash. There was no refund made to the Wife's CPF account as she did not utilise her CPF at all in the purchase as she claimed.

43 As for the semi-detached property, the Husband also took issue with the Wife's claim of her contributions as set out earlier at [21]. He deposed that the semi-detached property was purchased in 2003 for \$1,080,000 funded by cash from him of about \$141,714, \$75,000 from his CPF account, \$30,000 from the Wife's CPF account and \$864,000 from a housing loan for which monthly mortgage instalments were paid by him in part by cash and in part from his CPF account. When the semi-detached property was sold in September 2012 for \$3,200,000 and the housing loan was repaid, there was a cash balance of \$2,307,293 of which \$489,347 was refunded to the Husband's CPF account and \$37,703 was refunded to the Wife's CPF account.⁴²

44 Moving on to the parties' matrimonial home, the Husband deposed it was purchased in October 2011 for \$1,240,000. He paid about \$496,000 in cash, \$31,800 came from his CPF and \$744,000 came from a housing loan for which monthly mortgage instalments were partly paid in cash and partly from his CPF account.⁴³

⁴² Husband's Second Affidavit at para 15(b).

⁴³ Husband's Second Affidavit at para 15(c).

45 The Husband also refuted the Wife's claims in [25(c)]. He pointed out that the children's medical expenses were paid by him from his credit card or cash, for which he produced a statement.⁴⁴ He asserted he always took care of the children jointly with the Wife and shared the duties with her.

46 The Husband criticised the Wife⁴⁵ for her many misleading allegations and stressed it was due to the fact that she had very little involvement in the investments he made which were all handled by him almost exclusively. He added that he was responsible for earning almost all of the money and making almost all the investment decisions as the Wife earned very little despite working full-time throughout their marriage and was not well-versed with investments.

47 [B] filed an affidavit on 3 November 2022. In his brief affidavit, [B] deposed that he wanted to apprise the court of his parents' contributions. He said⁴⁶ both parents played active roles in his and his siblings' upbringing. When they were younger, the Wife was with them more as her working hours were more flexible while the Husband had longer working hours. However, since 2016, the Husband stayed at home more as the Wife began working late into the night. He stressed that both parents were always there for the children throughout the years and were involved in their activities and significant events. Neither parent spent significant time overseas and the Husband would at most be away for a week about two to three times a year. [B] deposed that the Husband has been very supportive of his endeavours over the years, both in

⁴⁴ Husband's Second Affidavit at Tab K.

⁴⁵ Husband's Second Affidavit at para 15(d).

⁴⁶ [B]'s Affidavit dated 20 April 2022 ("[B]'s Affidavit") at para 4.

terms of his academic studies and his extra-curricular activities, such as martial arts.⁴⁷

48 Before the court sets out the reasons for the orders that were made in [5] above, it would be appropriate at this juncture to consider the arguments put forward by the parties in support of their respective positions.

The Husband's submissions

49 The Husband relied on s 112 of the Women's Charter 1961 (2020 Rev Ed) ("the WC") to submit that the court should adopt a broad-brush approach in considering the factors set out in subsections (a) to (h) of s 112, in exercising its discretion on determining the division of the matrimonial assets between the parties.

50 The Husband cited *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") where the Court of Appeal, at [22], laid down the following structured approach when applying the broad-brush approach in the division of matrimonial assets:

- (a) Ascribe a ratio of the parties' direct contributions relative to each other, taking into account the amount of financial contribution each party made towards the acquisition or improvement of the matrimonial assets;
- (b) Ascribe a second ratio of the parties' indirect contributions relative to each other, taking into account both indirect financial and non-financial contributions; and

⁴⁷ [B]'s Affidavit at para 6.

(c) Derive the parties' overall contributions relative to each other using the two ratios in (a) and (b) above taking into consideration the circumstances of each case which may accord differing weight to the direct and indirect contributions of the parties respectively.

51 The Husband argued that the *ANJ* approach is the correct method to use as this case was a dual-income marriage where the couple spent significant portions of their time working over the years notwithstanding that the Husband has retired while the Wife continues to work.

52 Over the years and supported by the couple's notices of assessment from the Inland Revenue Authority of Singapore ("IRAS") for the years 1990 to 2021, the Husband earned \$5,766,283 whilst the Wife earned about \$173,706.⁴⁸ In addition, the Husband was responsible for all the income earned from the investments without the Wife's help.

53 The Husband submitted that the couple's earnings over the years best reflected their direct contributions because of the mixing of funds as most of the assets are kept in the couple's joint names, be it in joint bank accounts or properties in their joint names, even though the Husband acquired most of it.⁴⁹

54 The Husband added that he had also made indirect financial contributions to the marriage as he paid for all the household and the children's expenses.⁵⁰

⁴⁸ Husband's First AOM at p 228.

⁴⁹ Plaintiff's Written Submissions dated 13 April 2023 ("Plaintiff's Written Submissions") at para 9.

⁵⁰ Plaintiff's Written Submissions at para 10.

55 He also claimed he had made further indirect non-financial contributions as he had always been an active husband and father throughout the years. The Husband cited *UGG v UGH (M.W.)* [2017] SGHCF 25 (“*UGG*”) as an example where the indirect contributions of the parties were heavily contested. There, the husband had asked for an equal apportionment but the wife argued it should be 70% in her favour. The court there apportioned to the husband 45%, citing that he continued to involve himself in the children’s well-being, care and studies even though the wife was their main caregiver as the husband left the matrimonial home between September 2012 to July 2013 and again from November 2014 onwards.

56 The Husband submitted this case is akin to *UGG*. Consequently, he submitted that he should be apportioned 65% of the indirect contributions as he made all the indirect financial contributions and he made very significant contributions towards the welfare of the Wife and the children.

57 The Husband’s proposed table of contributions is as follows:

	Husband	Wife
Direct contributions	95%	5%
Indirect contributions	65%	35%
Overall ratio	80%	20%

58 The Husband submitted that the Wife should not be awarded any maintenance as she is still working while he has retired and she would receive a significant portion of the matrimonial assets.

59 As for maintenance for the children, the Husband proposed that he pays \$700 per month for [B], \$1,500 per month for [D] and \$200,000 for [C] in two instalments, one on or before 1 January 2024 and the second on or before 1 January 2025.⁵¹ The Wife should pay for all other expenses of the children.

The Wife's submissions

60 The Wife arrived at a figure of \$5,476,258.63 as the couple's joint assets, \$1,544,102.18 as the Husband's own assets and \$753,986.46 as her assets. The assets totalled a gross figure of \$7,774,347.27 (before the deduction of \$520,691 for the outstanding mortgage on the matrimonial home).

61 Unlike the Husband who characterised the marriage as a dual-income marriage with both parties working,⁵² the Wife submitted that the marriage here should be considered a long single-income marriage and the correct approach on division should be that propounded by the Court of Appeal in *TNL v TNK* [2017] 1 SLR 609 ("*TNL*"). The appellate court held that in such single-income marriages, the courts are inclined toward an equal division of the matrimonial assets. Unsurprisingly, the Wife submitted that there should be an equal division of the matrimonial assets in this case. She cited a number of other cases to support this submission.⁵³

62 Even if the court viewed the marriage in this case as a dual-income marriage and applied the structured approach in *ANJ*, the Wife submitted that

⁵¹ Plaintiff's Reply Submissions dated 16 June 2023 ("Plaintiff's Reply Submissions") at para 8.

⁵² See [51].

⁵³ Defendant's Written Submissions at paras 28 to 32.

an equal division should still be ordered. This was a shift from her first AOM⁵⁴ where the Wife deposed that division should be in the ratio of 60:40 in her favour.

63 The Wife submitted she should be awarded lump sum maintenance of \$252,000 based on a multiplicand of \$2,100 and a multiplier of 10 years. This was also an increase from her figure of \$2,000 for the multiplicand in her first AOM,⁵⁵ for which no explanation was provided.

64 At the first hearing,⁵⁶ the court had inquired of counsel why the parties had not filed a joint summary. Counsel for the Husband informed the court that it was due to the fact that he received three different versions of the joint summary from the Wife's counsel with regard to the children's maintenance.⁵⁷

65 Counsel for the Husband informed the court that he thought the parties had agreed on the children's maintenance in accordance with the second joint summary dated 12 April 2023. For that reason, he did not address the issue in the Husband's submissions that he filed on 13 April 2023, which was the date he received the third joint summary from the Wife's counsel. Consequently, counsel for the Husband informed the court that if the hearing proceeded based on the second joint summary as regards the children's maintenance, he would have no issues. If not, he requested that the hearing proceed on issues other than

⁵⁴ See [26].

⁵⁵ See [26].

⁵⁶ 19 April 2023.

⁵⁷ NE (19 April 2023) at pp 1-2.

the children's maintenance and that the latter issue be dealt with at a later hearing⁵⁸ for which he would file his submissions.

66 Queried by the court on what the Husband's counsel said, the Wife's counsel explained⁵⁹ that she was hard-pressed to comply with the court's deadlines to file submissions and core bundles by 24 March 2023 (which she only did on 28 March 2023). She had liaised with counsel for the Husband on filing their submissions by a certain date. When he did not, she filed her submissions on 12 April 2023 and sent to him an unsigned copy of the joint summary. Thereafter she realised there were mistakes in that joint summary which she told counsel for the Husband to disregard. She then sent him the third joint summary, also unsigned, on 13 April 2023 for his approval.

67 Questioned by the court on whether the need for three joint summaries was because of typographical errors, the Wife's counsel confirmed that that was the case.⁶⁰ However, counsel for the Husband disagreed, pointing out that the Wife's figure for the maintenance of the children doubled in the third joint summary as compared with that in the second joint summary. Pressed by the court, counsel for the Wife maintained that the change from \$1,150 in the second joint summary to \$2,250 in the third joint summary for maintenance was a "typographical" error. The court was sceptical of her explanation.

68 After hearing the parties' arguments, the court adjourned the hearing to a later date. Prior to the adjourned hearing on 20 June 2023, the parties filed a

⁵⁸ NE (19 April 2023) at pp 2-3.

⁵⁹ NE (19 April 2023) at pp 3-4.

⁶⁰ NE (19 April 2023) at pp 4-5.

signed joint summary on 16 June 2023 (“the June joint summary”). There was hardly any common ground in the June joint summary.

The court’s decision

69 The court notes from the Wife’s counterclaim filed on 13 August 2021 and the June joint summary that she holds a polytechnic diploma. The Husband holds a university postgraduate degree presumably obtained from [H] University. The Wife did not deny the Husband’s statement that she held/holds low-paying jobs, be it by choice or circumstances, notwithstanding the fact that she is a diploma holder.⁶¹ This is reflected in her current occupation of being a part-time sales assistant at a wine retailer and her previous employment history. In his second AOM, the Husband had exhibited copies⁶² of the Wife’s earnings from [G]. The document showed that the Wife was hourly-rated and her bi-weekly earnings ranged from \$327.50 to \$685 for the period 3 January 2022 to 13 March 2022. She now earns \$600 selling liquor part-time.⁶³ The court therefore seriously doubted the Wife’s claim that her income from being an insurance agent previously was almost double the Husband’s income.⁶⁴ If she was so successful, why did she give up being an insurance agent? The hours would also have been more flexible as she would not be desk-bound, could meet her clients outside the office and could afford more time to spend with the children.

⁶¹ See Husband’s Second Affidavit at para 29.

⁶² See Husband’s Second Affidavit at Tab A.

⁶³ Wife’s First AOM at para 5.

⁶⁴ See [25(a)].

Division of the matrimonial assets

70 The court noted that the Husband was able to depose, with precision, the amounts (with dates and documentary proof) of the couple's joint investments/assets acquired over the past many years. The Wife on the other hand produced no documentary evidence to substantiate her extravagant claims which included her assertion that (i) she contributed cash of \$750,000 towards the purchase of the matrimonial home;⁶⁵ (ii) she sacrificed advancing her career by not going for further studies⁶⁶ for the sake of the Husband/the family; and (iii) that she was instrumental in sourcing for the Japanese and Australian investment properties.⁶⁷ The Wife's recollections of events were vague and/or inaccurate if not totally wrong. She exaggerated her roles as a spouse, a homemaker and mother and at the same time she downplayed the Husband's role as a husband and/or father. She produced not one iota of evidence to substantiate her many bare assertions (save for some photographs which were irrelevant and not helpful). In the light of the contents of and exhibits in the Husband's second AOM as set out at [35] above, the court cannot accept the contents of the Wife's AOMs as being truthful.

71 Counsel for the Husband informed the court⁶⁸ that the Wife was not a homemaker for 18 years. Despite the evidence presented before the court of the Wife having worked almost continuously throughout the marriage and which was confirmed by [B]'s affidavit (which the court finds to be very objective),⁶⁹

⁶⁵ See [21].

⁶⁶ See [25(g)].

⁶⁷ See [15] and [16].

⁶⁸ NE (19 April 2023) at p 15, line 5.

⁶⁹ See [B]'s Affidavit at para 4.

the Wife argued that the couple's marriage should be considered a single-income marriage and the division of assets should be done in accordance with the *TNL* approach. The court disagrees. The structured approach in *ANJ* should be applied here as it was a dual-income marriage, albeit that the Wife's earnings over the years were insignificant when compared with the Husband's and sometimes she worked on a part-time basis. The court is also mindful, as the Husband's counsel pointed out,⁷⁰ that the Husband should not be penalised for being successful.

72 The court accepted the Husband's figures as being far more reliable and, based on his contributions, he should be awarded 95% of the direct contributions.

73 To begin with, the couple's notices of assessment from the IRAS from 1990 to 2021 reflected a significant disparity between the income of the Husband (\$5,766,283) and the earnings of the Wife (\$173,706).⁷¹

74 The court was also satisfied that the Wife made no contributions towards the purchase of the matrimonial home. This can be seen from the following table:

Purchase price in Oct 2011	\$1,240,000	
Husband paid cash		\$496,000
Husband's CPF		\$31,800
Housing loan		\$744,000

⁷⁰ NE (19 April 2023) at p 8, lines 6 to 8.

⁷¹ Husband's First AOM at p 228.

Total		\$1,302,200
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The difference of \$62,200 between the purchase price (\$1,240,000) and what the Husband paid and/or borrowed (\$1,302,200) probably comprised monies for stamp and conveyancing fees.

75 The Husband had said that no sale proceeds from the semi-detached property went into the purchase of the matrimonial home because it had not yet been sold when the matrimonial home was purchased.⁷² When the semi-detached property was sold in September 2012, the Wife's contribution of \$30,000 toward the purchase price from her CPF contributions was refunded by a sum of \$37,703 to her CPF account (presumably inclusive of interest).

76 Hence, no share in the matrimonial home could be attributed to the Wife as she made no direct monetary contribution towards the purchase. The Wife had also made no monetary contribution towards the purchase of the couple's first home, the Woodlands flat, according to the Husband. She produced no evidence whatsoever to support her claim that she contributed \$50,000 towards its purchase in 1997. That was a very substantial sum then as it amounted to almost 23% of the purchase price of \$220,000. Based on the history of the Wife's earnings, it is highly unlikely that she could have contributed such a big sum back in 1997.

77 For the above reasons, the court took the view that the Husband should be taken to be responsible for 95% of the direct contributions made towards the acquisition or improvement of the matrimonial assets.

⁷² Husband's Second Affidavit at para 15(c).

78 Next, the court found that a ratio of 60%:40% in favour of the Husband best represented the parties' respective indirect contributions. In the light of [B]'s affidavit, the court was of the view that both the Husband and the Wife made equal non-monetary contributions towards the marriage as they were a working couple with the Husband contributing more as a full-time homemaker since his retirement in 2016. The Husband would also have contributed more by way of indirect financial contributions, such as by paying for the various expenses of the household and the children. As such, even accepting the Wife's argument that she helped source for some if not all of the parties' properties (which again was not substantiated), the court found that the Wife was only responsible for 40% of the parties' indirect contributions.

79 According equal weight to each ratio, the court was satisfied that the overall ratio of apportionment should be 77.5%:22.5% in favour of the Husband:

Contributions	Husband	Wife
Direct	95%	5%
Indirect	60%	40%
Overall ratio	77.5%	22.5%

80 The court and counsel for the parties went through the laborious process of going through the items in the June joint summary at the second hearing. At the morning's hearing, the court advised the parties to try to resolve their disagreements and sort out the figures between themselves. Otherwise, the

hearing would be prolonged unnecessarily if each and every item in the June joint summary had to be dealt with.

81 When the hearing resumed in the afternoon, the court was informed by counsel for the Husband that the parties had agreed that their joint assets totalled \$2,844,188.61, which excluded the matrimonial home and the overseas properties. The figure also excluded the sum of \$250,000 that the Wife had disclosed⁷³ she withdrew from the couple's joint account. The court was told the Husband's assets excluding the [Birmingham Property] totalled \$1,860,685. The Wife's assets totalled \$956,687.16 (including the \$250,000 she took). The couple's total assets were therefore \$5,661,560.77.

82 The court asked for confirmation of the foregoing figures from the Wife's counsel. She confirmed that she accepted the figures as told to the court but she did not accept the Husband's assets as declared. The Wife's figure of what the Husband's assets should be if it was not \$1,860,685 was, however, unsupported. The court accepted the Husband's figure.

83 Using the percentages of 77.5% and 22.5% the court had awarded to the Husband and the Wife respectively, the Wife's share of the total assets came to \$1,273,851.17 ($\$5,661,560.77 \times 22.5\%$). Less her own assets of \$956,687.16, the Wife should receive the difference of \$317,164.01 and the court so ordered. The balance would go to the Husband.

84 With regards to the immoveable properties, the court had ordered them to be sold (including the matrimonial home⁷⁴) and the net sale proceeds would

⁷³ See [19].

⁷⁴ See [5].

be apportioned 77.5% and 22.5% in favour of the Husband and the Wife respectively. For example, assuming *arguendo* that the matrimonial home is sold for a net sum of \$1m (less the outstanding mortgage approximating \$500,000 that the Husband is paying), the Wife would receive a further \$225,000 for that property. In addition, the Wife retains her own assets of \$956,687.16.

Maintenance

(1) Maintenance for the children

85 The Husband in the June joint summary had agreed to the Wife's figure of \$700 monthly maintenance for [B]; he will be graduating at the end of 2023. The court so ordered.

86 The Wife had originally requested that [C] be given a lump sum maintenance of \$250,000 to fund her studies in Australia. The figure was reduced to \$200,000 to which the Husband agreed and the court so ordered.

87 As for maintenance for [D], the parties' positions and the court's decision appear in the table below:

S/N	Items	Husband's figures (S\$)	Wife's figures (S\$)	Court's figures (S\$)
1	Clothing	20	90	20
2	Insurance	120	120	100
3	Transport	30	30	30
4	Healthcare	20	40	10
5	Pocket money	250	250	250

6	Tuition (2 subjects)	800	1,100	570
7	Grooming	10	30	10
8	Entertainment	50	50	50
9	Holiday	200*	200	200
10	Mobile phone and laptop replacement	10	50	10
11	Food/meals	250	250	250
12	Assessment books	0	20	0
	Total	1,760	2,230	1,500

*This figure excludes the Husband's agreement to pay [D]'s annual airfare to Australia to visit [C].⁷⁵

88 The court adopted a practical and broad-brush approach with regard to [D]'s maintenance. In determining the quantum of child maintenance to be ordered, the court must have regard to all the circumstances of a case, including factors such as the financial needs of the child and the standard of living previously enjoyed by the child: s 69(4) read with s 127(2) of the Women's Charter. In other words, how much does a secondary school student in Singapore need in order to live reasonably well given his family's standard of living? The court thought a fair figure would be \$1,500 and so ordered. In this regard, the court is of the view that healthcare and assessment books are one-

⁷⁵ Joint Summary at Section 5b.

off items that are not incurred on a monthly basis. Although the court made little or no provision for those items, the savings for not incurring those expenses can be channelled to other items. It seems to the court that the Wife's figure of \$1,100 is excessive for [D]'s tuition in two subjects. The Husband's figure of \$800 is also generous. If indeed [D]'s tuition costs more than what the court has awarded, the Wife can always apply for an upward variation of that and other items or the Husband can voluntarily pay the increase. The Husband did not strike the court as being a person who will begrudge his son what the latter needs so long as it is justified and reasonable.

(2) Maintenance for the Wife

89 The court accepted the Husband's submission that no maintenance, let alone a lump maintenance award of \$252,000,⁷⁶ should be awarded to the Wife. She is still working whereas the Husband has stopped working since 2016. It would be difficult for him to re-enter the work force however skilled he might be, after a lapse of seven years. Moreover, the court had awarded the Wife a substantial portion of the matrimonial assets to which she made no significant contribution toward their acquisition.⁷⁷ Given that the court's power to order spousal maintenance *complements* its power to divide matrimonial assets (see *BG v BF* [2007] 3 SLR(R) 233 at [75]), the Wife should not be awarded any maintenance as there is no need to further even out any financial inequalities between the parties in this case.

⁷⁶ Defendant's Written Submissions at para 42.

⁷⁷ See [76].

Costs

90 To avoid further acrimony between the parties, the court directed that each party should bear its own costs for these proceedings.

Lai Siu Chiu
Senior Judge

Augustine Thung Hsing Hua (Yeo & Associates LLC) for the
plaintiff;
Ang Hui Tsun (Louis Lim & Partners) for the defendant.
