

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 50

Divorce Transferred No 3747 of 2020

Between

WRX

... Plaintiff

And

WRY

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance — Wife — Rental expenses should not be claimed when wife has her own property]

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WRX

v

WRY

[2023] SGHCF 50

General Division of the High Court (Family Division) — Divorce Transferred
No 3747 of 2020

Choo Han Teck J

4 October 2023, 16 November 2023

21 November 2023

Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the “Husband”), aged 44, is a French citizen and a permanent resident in Singapore. He is a senior corporate executive. The defendant (the “Wife”), aged 48, is a Singapore citizen. She was a business development manager. They married in France on 28 December 2002, and lived there until 2012, before moving to live in Sweden for six months. Thereafter, they moved to Singapore. There are two children to the marriage (the “Children”), a 10-year-old son (“L”) who is in primary four, and a six-year-old daughter (“H”) who will be in primary school in 2024. The Husband commenced divorce proceedings on 31 August 2020. Interim judgment was granted on 5 July 2021. The parties are before me for the ancillary matters. They are both dissatisfied with the interim orders made before the matter was transferred to this court.

Children's care arrangements

2 The Husband wants sole care and control of the children, and alternatively, shared care and control, where he and the Wife would have the children on alternate weeks during the school term, and have an equal amount of time with the children during school holidays. He also asks that the Children's enrichment activities should not be changed without his consent, and for the Wife to stop disparaging him and his partner, G, to the Children.

3 Counsel for the Husband, Ms Linda Ong submits that the Wife had used the interim orders to "systematically and drastically [reduce the Husband's] contact with the children", thus affecting his relationship with them. The Husband claims that the Wife is not suited to be given sole care and control because she "has no desire to co-parent and cooperate with [the Husband] for the welfare of the children". She had refused to attend court mandated counselling, and still insists on only communicating through lawyers. He says that she works long hours, travels frequently, and is unable to look after the children alone. She depended on her family, and helper, to take care of the Children when she is working. He claims that she "has a hands-off approach towards parenting", and has problems with mental health that has affected her ability to care for the children.

4 The Wife also wants sole care and control of the Children. She says that alternate custody arrangements are disruptive to the Children's lives. Counsel for the Wife, Mr Alfred Dodwell, submits that in May 2020, the Husband had accepted that the Wife was best placed to provide care to the Children, and there is no reason why that should now change. Counsel argues that it would be best to maintain the current care and control arrangements. The Children have been living with the Wife since birth. Furthermore, she lives in the same block of

flats as her sister, adding the support of the extended family. Counsel argues that the Husband has a career that has historically included a lot of travel. He submits that the Husband lacks a supportive network to help care for the Children in his absence; having a new helper is not an adequate substitute for an extended family.

5 In my view, as the Children will be in primary school in 2024 and have to cope with the demands of school, the shared care and control proposed by the Husband is not suitable, especially in this case where there is tremendous hostility between the parents. The question, therefore, is who should be given sole care and control. I interviewed both children. The son, L, is older. He was reserved and measured in discussing his family life. It appears to me that he is sensitive to the acrimony between his parents and did not want to be involved in it. H, the daughter, was more comfortable discussing her family. Neither Child appears to take sides. It was clear to me that they love both their parents and want to spend time equally with them. They even get along well with G.

6 Both parties intend to continue working. As such, neither is able to cope with the Children without help. The Wife has her family to rely on, where the Children's grandparents help out with their care, with their aunt, uncle, and cousins being nearby as well. The Husband has indicated that he intends to employ a helper to assist with household chores so that he will have more time for childcare. I am of the view that the Wife's support from her family is a stronger factor and award her sole care and control of the Children.

7 Even if the Wife has been struggling with mental health, the fact is that it had not affected her ability to care for the Children all this time. On the other hand, it is obvious that she has been unreasonable in allowing the Husband access to the Children, and her bitterness towards him exudes inexorably from

her affidavits. Thus, I am of the view that the following access orders and general orders will be appropriate. The access orders are:

- (a) School term access:
 - (i) Weekday access on Tuesday and Thursday from after school to 9.30pm;
 - (ii) Weekend access every Saturday from 9am to Sunday 9am.

- (b) School holiday access:
 - (i) On odd years: Overnight access for the first half of the March holidays, first half of the June holidays, first half of the September holidays, and first half of the year-end holidays;
 - (ii) On even years: Overnight access for the second half of the March holidays, second half of the June holidays, second half of the September holidays, and second half of the year-end holidays.

- (c) For public holidays (outside of school holiday access):
 - (i) Alternate public holiday access from 9am to 9.30pm.

- (d) The Husband is entitled to bring the Children for overseas holiday trips during his designated school holiday access with the Children, with three working-days' notice to the Wife prior to travel.

As for the general orders:

- (a) Children's enrichment activities: The Wife shall not change or add extra enrichment activities that might affect the Husband's access time without his consent;
- (b) The Wife shall not make any negative comments or remarks regarding the Husband or G, or reveal any details of the divorce proceedings to the Children or in the presence of the Children;
- (c) The Wife shall reasonably give information regarding the Children when requested by the Husband, and shall make reasonable efforts to let the Husband participate in the Children's education (e.g. parent-teachers meeting).

Division of matrimonial assets

8 The date for ascertaining the matrimonial assets is to be IJ date (5 July 2021), and the assets are to be valued at the date of the AM hearing (4 October 2023), or the closest available date to the AM hearing — except for bank account balances and CPF account balances, which are to be valued at IJ date. In relation to the value of the matrimonial assets available for division, the undisputed items, and those with minor differences in valuation are:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife				
1	Societe Generale Joint Account (France) No. xxxxxxxx2907	-\$1,930.56 (as at 15 August 2021)	NIL	-\$1,930.56

2	xxx rue Lafayette xx010 Paris ("Paris Property")	\$237,188 (on parties' agreement)	\$237,188 (on parties' agreement)	\$237,188
Husband's assets				
3	Bank accounts	\$33,942.35 (as at 13 August 2021)	\$33,942.35 (as at 13 August 2021)	\$33,942.35
4	iOCBC SRS Retirement Scheme	\$16,796.57	\$16,796.57	\$16,796.57
5	CPF accounts	\$170,830.56	\$170,830.56	\$170,830.56
6	A Capital Pte Ltd (Singapore)	\$10,923.72	\$10,923.72	\$10,923.72
7	16x Margoliouth xx-x1	\$523,536.00 (net of outstanding mortgage)	\$523,536.00 (net of outstanding mortgage)	\$523,536
8	Credit cards	-\$7,397.25	NIL	-\$7,397.25
9	Maintenance bill for Paris property	-\$1,444.44	NIL	-\$1,444.44
10	Further loan from parents for Paris property mortgage payments (from parents)	-\$27,903.63	-\$27,903.63	-\$27,903.63

Wife's assets				
11	16x Margoliouth xx-x2	\$690,780.48 (net of outstanding mortgage)	\$690,780.48 (net of outstanding mortgage)	\$690,780.48
12	CDP	\$41,679.09	\$41,679.09	\$41,679.09
13	Restricted stock units in SM	\$5,981.46	\$7.93	\$0 (Not a matrimonial asset)
14	Bank accounts	\$700,473.91	\$700,473.91	\$700,473.91
15	CPF accounts	\$157,650.92	\$157,650.92	\$157,650.92
16	POSB kids accounts	\$1,872.92	\$1,872.92	\$1,872.92
17	Insurance policies	\$61,737.77	\$61,737.77	\$61,737.77
Total				\$2,608,736.41

9 I accept the Husband's claim of the liabilities owed to the parties' Societe Generale joint account, his credit card loans, and the amount owed under the maintenance bill for the parties' Paris Property as there is documentary evidence supporting his claim. The Wife's restricted stock units in SM is not a matrimonial asset as they were given to her in March 2022.

10 My decision regarding the rest of the matrimonial assets are as follows:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife				
1	x rue Pelissier Lyon (France) / x Place Gensoul, xx002, Lyon France ("Lyon Property")	\$68,534.17 (as at 12 July 2022 — net of outstanding mortgage as of 22 October 2022)	\$216,004.31 (as at 29 August 2021 — net of outstanding mortgage as of 22 October 2022)	\$79,712.81 (\$17,781.65 in overdue mortgage repayments to be returned to Husband, accounted for below)
Husband's assets				
2	Insurance policy – Societe Generale xxx16/xxxx1219	Not a matrimonial asset	\$209,454.37	\$0 (Not a matrimonial asset)
3	iOCBC Customised Portfolio (Singapore) xxxx718	\$22,123.89	\$96,539.11	\$96,539.11
4	iOCBC Trust USD (Singapore) xxxx718	\$481.18	\$52,177.15	\$49,950.26
5	AIA (Singapore) Uxxxxxx0358	\$68,745.06	\$96,597.07	\$96,597.07
6	Inheritance from Mr CV Membership No. xxxx8600	Not a matrimonial asset	\$58,724.392	\$0 (Not a matrimonial asset)

7	Return of overdue mortgage sums for Lyon Property Husband is now liable for	-	-	-\$17,781.65
Wife's assets				
8	HSBC Account No. xxx-xxxxxx-492	No full and frank disclosure, adverse inference to be drawn	\$308.01	Adverse inference to be drawn
9	HSBC Account No. xxx-xxxxxx-085	No full and frank disclosure, adverse inference to be drawn	\$249.08	No adverse inference (no evidence raised)
10	Restricted stock units in SM (granted in early 2022)	Adverse inference should be drawn for material non-disclosure	Already disclosed	No adverse inference (already disclosed)
11	Loans from father, CMC	Loans are disputed	-\$42,800 and -\$150,000	\$0 (Disallowed as there is no evidence for these loans, nor are legal fees deductible from the matrimonial assets)

12	Sun Life LI-xxxx,x96-8	\$35,450.63	Not a matrimonial asset	\$1,533 (Premiums paid by Wife's father are not a matrimonial asset)
13	Red Honda SMU xxx35	Wife is the beneficial owner of these cars, values unknown due to non-disclosure	Wife's sister owns the cars	No adverse inference (evidence from LTA shows sister is the owner)
14	SMY xxx3T			No adverse inference (evidence from LTA shows sister is the owner)
15	Undisclosed EFG bank accounts	Wife has not made full and frank disclosure and an adverse inference should be drawn	EFG application form not submitted, no such bank accounts	No adverse inference (No evidence that Wife has undisclosed EFG bank accounts)
16	Undisclosed assets in Canada		No further assets held in Canada	No adverse inference (No evidence to substantiate claim)
17	Other undisclosed assets due to undisclosed documents		All assets and documents have been disclosed	Adverse inference to be drawn

18	Dissipation of funds from the Wife’s various bank accounts	\$1,258,047.83	Sums belonged to and was deposited by family members, who subsequently actioned the transfers of their property to prevent inaccurate attribution to the Wife	\$444,784.01 (No evidence that this sum belonged to and was deposited by family members)
19	Dissipation of funds from two Standard Chartered bank (“SCB”) accounts (FCY’s saver account xx-x-xxx357-6 and BONUS’s saver account xx-x-xxx001-9) that the Wife jointly held with her father	\$310,000	Sums in the account are Wife’s father’s sole property, to be used for his long-term care.	\$310,000 (Evidence inconsistent with Wife’s claim)
Total				\$1,061,334.61

11 With respect to the parties’ jointly owned Lyon Property, I accept the Husband’s updated valuation report of 4 October 2023, valuing the property at \$348,796.65. It is a detailed and reasoned report, with a range of possible values, and explained why the lower end of the range should be used (there is currently a tenant). In France, a rented apartment is worth less because of the

complications of sale that arise from having a tenant. The valuation is similar to the previous valuation obtained of 12 July 2022. As for the present outstanding mortgage, having reference to the projected payment schedule for the mortgage, the projected outstanding loan as of October 2023 is \$269,083.84. This leads to a net value of \$79,712.81 (\$348,796.65 - \$269,083.84) for the Lyon Property.

12 This does not include the overdue mortgage of \$17,781.65 that the Husband had paid because there were insufficient sums in parties' joint bank accounts. I am of the view that this \$17,781.65 should be returned to the Husband. Although the Husband had only become liable for this sum after IJ date, it is clear that the Wife must have at the very least "impliedly" agreed to this expenditure. The \$17,781.65 would be used to service the mortgage payments on their jointly owned Lyon Property, and to reduce its liabilities.

13 I deal next with the assets of the Husband — the Husband's Societe Generale insurance policy, and an inheritance from his late grandfather. The Husband says that his Societe Generale insurance policy was purchased with money he inherited from an uncle in 2005 and should not be considered a matrimonial asset. Mr Dodwell disagrees but does not appear to provide any basis for the objection. I accept that the Societe Generale insurance was bought with the inheritance money from the Husband's uncle, and is not a matrimonial asset. Although the Husband claims that he is unable to find all the documentation, he has contemporaneous evidence that he had indeed received a significant inheritance from his uncle in August 2005. Moreover, the Husband adduced an affidavit from Marcelin Lecalvez, a family banker who recalled "advising [the Husband] regarding the investment of [the inheritance he had received]", and the Husband deciding to use all his inheritance to purchase the Societe Generale insurance policy. The Husband also adduced a French document from Societe Generale that appears to show the insurance policy

being purchased only in October 2005. However, since there is no English translation, this document is not helpful.

14 The rest of the dispute over the Husband's assets relates to valuation of the Husband's stock trading accounts (iOCBC Customised Portfolio (Singapore) xxxx718, and iOCBC Trust USD (Singapore) xxxx718) and his investment policy (AIA (Singapore) Uxxxxx0358). Ms Ong submits that since parties had agreed that the valuation of assets that are not bank or Central Provident Fund ("CPF") accounts should be at the date closest to AM, valuation should be done at those dates. Mr Dodwell disagrees. There has been a huge drop in the value of these assets since IJ date and no explanation as to why that was so. I do not accept Ms Ong's submission. Where it is not known what the composition of shares is (or how that composition changes) or whether there has been any withdrawal of funds out of the stock trading account, the IJ date should be the valuation date — similar to what is done for bank accounts and CPF accounts. This avoids the uncertain exercise of determining whether the value of the stock trading account had decreased because of the volatility of share trading, or whether money had been withdrawn from the account. In the former, it would be fair to value the account at a date closest to the AM hearing. In the latter, it would be fair to value the account at IJ date.

15 The risks of dissipation of money out of a stock trading account is real and can be seen in the present case. Based on evidence provided by the Husband on his iOCBC Portfolio account, the market value is \$23,123.89, while its realised profit and loss is \$95,546.68, and its unrealised profit and loss is \$66,746.60. Realised profit and loss refers to the profits made from stocks purchased after accounting for the costs of purchase. It is only recognised after the transaction. This means that a profit of \$95,546.68 had already accrued, but there is no corresponding sum remaining in the account. This is not normal.

Unfortunately, it is impossible to tell, from the evidence, what withdrawals had been made from the stock trading accounts (since IJ date), or when the \$95,546.68 in realised profit and loss was made. Given the potential for the Husband to have dissipated money away from his stock trading accounts in the interim after IJ date, and given that the Husband has access to the relevant transaction information to clarify this (but this was not adduced), it is unacceptable to use the closest date to the AM hearing to value the Husband's stock trading accounts. I thus accept the Wife's valuation based on IJ date. Likewise, the Husband has not adduced sufficient evidence explaining why the value of his investment policy has dropped significantly within the span of a year. It is unclear whether this is due to the volatility of the market, the sale of some of his units in the investment policy, or other reasons. I am thus of the view that since no proper explanation has been provided by the Husband, the Wife's valuation (on IJ) date should be adopted.

16 Turning to the remaining assets of the Wife, the Husband's claims against the Wife are mainly in relation to an alleged lack of full and frank disclosure for various bank accounts and assets. He disputes the loans which the Wife claims to have taken from her father and alleges that she had dissipated substantial money from her bank accounts. I do not accept the Husband's allegations of the Wife's lack of full and frank disclosure for the following assets, and my reasons are as follow:

- (a) HSBC Account No. xxx-xxxxxx-085: the Husband has not pointed me to any evidence as to the existence of the HSBC Account No. xxx-xxxxxx-085.
- (b) Restricted stock units in SM (granted in early 2022): Wife had already disclosed this in her affidavit (dated 13 April 2022), and these

are not matrimonial assets as they were only given to the Wife in March 2022, long after IJ date.

(c) Red Honda SMU xxx35: Wife had adduced evidence in her affidavit (dated 13 October 2023) from Land Transport Authority (“LTA”) showing that her sister is the registered owner of the vehicle.

(d) SMY xxx3T: Wife had adduced evidence in her affidavit (dated 13 October 2023) from LTA showing that her sister is the registered owner of the vehicle.

(e) Undisclosed EFG bank accounts: Husband only adduced evidence of incomplete (and unsigned) forms from EFG Bank. This is insufficient evidence to sustain an adverse inference being drawn against the Wife that she had undisclosed EFG Bank accounts.

(f) Undisclosed assets in Canada: Husband has no basis for this allegation. His claim that the Wife’s alleged retention of her Canadian citizenship (even if true) is tenuous speculation and irrelevant to whether the Wife has undisclosed assets in Canada.

17 For HSBC Account No. xxx-xxxxxxx-492, although it appears to be an investment account tied to HSBC Account (USD) No. xxx-xxxxxxx-270 and HSB Account (SGD) No. xxx-xxxxxxx-221, with a nominal value, I agree with the Husband that the Wife had indicated on affidavit that her father had made transfers into her “then-HSBC (USD) bank account number [xxx- xxxxxx- 270]”. However, no such HSBC bank accounts were listed in the Wife’s affidavit of assets and means. The Wife has not given any explanation or evidence that the HSBC bank accounts are not hers, save her belief that the accounts have been closed as at IJ date, and that there are negligible sums in the

accounts. I am unable to accept the Wife's contentions without proof, thus an adverse inference ought to be drawn against her.

18 The Husband's alleges that the Wife had breached discovery orders and failed to produce various documents such as her:

- (a) SCB statements for 2017, 2018 and 2019;
- (b) HSBC statements for 2017, 2018 and 2019;
- (c) POSB statements (consolidated statements and transaction records) from November 2018 to December 2019 and last quarter of 2017; and
- (d) CIMB statements for 2017, January 2018 to September 2018 and June 2019 to October 2019.

A significant number of bank statements have indeed not been produced by the Wife. She does not dispute that her disclosure was incomplete, although Mr Dodwell submits that she had already "responded with as much clarity as possible to all the Husband's discovery requests", but I am not persuaded that writing to the banks for the outstanding documents sufficiently discharges her duty of disclosure. Bank statements such as the above are not difficult to obtain, and if the letters yielded no response, she could easily have gone to the bank personally. These are not statements that stretch into the distant past. The Wife's failure to produce the outstanding documents after more than a year of acknowledging the deficiencies of her discovery here demands a proper account. But she has none.

19 Furthermore, Mr Dodwell argues that the Wife has been "transparent throughout these proceedings" and attempted to engage the services of a

forensic accountant to assist in the proceedings, “in the interests of total transparency”. With respect, Mr Dodwell’s submission about the attempt to hire a forensic accountant is not accurate. The Wife’s application for leave to file a forensic accountant’s report was dismissed with costs. It is irrelevant to the present issue. In any event, the large number of missing bank statements would mean that the forensic accountant’s report would not have been reliable. Accordingly, I am of the view that an adverse inference ought to be drawn against the Wife.

20 The Wife claims that she borrowed \$42,800 and \$150,000 from her father, and they should be deducted from her assets. The Husband disputes these loans, and says that no evidence exists. I agree with the Husband. No evidence has been produced to show transfers of \$42,800 and \$150,000 from her father to her, other than the assertion in her father’s affidavit. This is a weak excuse. Her father claims that the \$42,800 was used to pay FTI Consulting, and the \$150,000 was used to pay her further legal fees. In any event, the legal costs of matrimonial proceedings should be settled by parties out of their own share of the matrimonial assets after division, and ought not to be taken out of the matrimonial assets. As such, even if true, they do not affect the matrimonial assets. With respect to the Wife’s Sun Life L1-xxxx,x96-8, I accept her claim that this was a policy given to her from her father when she was four years old and should not be included in the matrimonial assets. She was four to five years old when the policy commenced in 1980. I accept the Wife’s account that she had taken over payments for the premiums in 2017. Accordingly, an estimate of the annual premiums paid by her thus far would be around \$1,533. This is the figure I adopt.

21 Finally, the Husband claims that the Wife had dissipated \$1,258,047.83 from her various bank accounts, and \$310,000 from her SCB joint accounts with

her father. According to him, the Wife first broached the subject of divorce on 25 June 2018. Thereafter, she started to dissipate and preserve her assets, with the transfer of the \$310,000 out of the SCB joint accounts with her father taking place in December 2018, and significant transfers of funds out of her bank accounts from May 2020 onwards amounting to \$1,258,047.83 by June 2021. The Wife denies the accusations and says that the money in the SCB joint accounts belonged solely to her father. The Wife was only added to the accounts in 2016 as part of the father's planning for his future care. This was what her father claims in his affidavit (dated 1 November 2022). The Wife also says that the rest of the \$1,258,047.83 was returned to her parents and siblings, the real owners. According to her, she was best placed to manage those accounts because she was the only family member living permanently in Singapore.

22 It is true that the Wife was only added to the joint account on 12 October 2016, but that does not mean that the \$310,000 belonged solely to her father. Substantial deposits into the SCB joint accounts were made by cash. This makes it impossible to determine who deposited them. More importantly, the way the sums were expended from the account is inconsistent with the Wife's claim that she was only added to the joint account as part of her father's planning for his future care. For instance, there were two bank transfers of \$50,000 each to her on 3 July 2017 and 11 September 2017. It is inexplicable, and unexplained, why she would be transferring large sums of money to herself from the SCB joint accounts if as she claimed, the money in the SCB joint account was for her father's future care. Moreover, on 28 June 2017, \$100,000 was transferred to a jewellery company (presumably for the purchase of jewellery). The joint accounts were used for other expenses such as air tickets, daily expenses, shopping purchases, other luxury purchases, and hospital bills as well. This is inconsistent with her claim that the funds in the SCB joint accounts were for her

father's future care. Accordingly, I am of the view that the \$240,000 and \$70,000 transferred out of the SCB joint accounts on 14 December 2018 ought to be added back to the matrimonial assets.

23 Further, in relation to the Wife's dissipation of the alleged \$1,258,047.83 from her various bank accounts, I accept the Husband's claim that a review of the Wife's total balance of her disclosed bank accounts shows that they had dropped significantly by an estimated \$1,258,047.83 from June 2020 to June 2021, right before IJ date. This sum was derived using an Excel table in the Husband's 2nd affidavit of assets and means that contained a breakdown of the Wife's bank and investment accounts from May 2020 to June 2021. Although Ms Ong was not able to refer me to all the bank statements used to derive the figures in this Excel table, I accept her explanation that this was because some of these bank statements were provided to the Husband by way of earlier correspondence, and not exhibited in the Wife's affidavits. Based on the available bank statements, I am satisfied that those figures match the ones contained in the Excel table. Those statements show a significant decrease in the \$1,258,047.83.

24 The question then is whether the Wife's claim that the funds transferred away were simply a return of her family's money can be believed. In this connection, I am not satisfied that the Wife has discharged her burden of proof for the entire \$1,258,047.83. I also do not accept the claims of the Wife's siblings, that not "a single cent in the joint accounts originate from or was contributed from the [Wife]", and that "the [Wife] did not have and does not have any claim to all of the funds in the joint Standard Chartered accounts in Singapore". These are all bare assertions made by her family members, with no evidence in support.

25 The Wife has adduced evidence of transfers from her family members into those accounts. Insofar as the evidence of such transfers are concerned: \$210,714.50 from her sister (estimated from HKD 200,000 and USD 130,000), \$440,549.32 from her brother (estimated from \$307,539.54 and USD 98,169.20), and \$162,000 from her father, I accept the Wife’s claim that these sums do not belong to her and should be returned to her family members. I do not accept her claim that the cheque deposit of \$75,000 (on 6 May 2019), and the 290,998.613000 units of the Fullerton SGD Heritage Income unit trusts comes from her father. On the face of the evidence, it is unclear who made these transfers. If the Wife’s family had made those transfers, they would have the documentation to support this assertion. It is up to the Wife to ensure that there is adequate evidence in support of her claim, after all, only she and her family members would have access to the relevant documentation — the Husband can only seek to rely on what she has disclosed. Therefore, I am of the view that \$444,784.01 (\$1,258,047.83 – \$210,714.50 – \$440,549.32 – \$162,000) ought to be added back to the matrimonial assets.

26 In summary, the total value of the matrimonial assets is as follows:

Subtotal for assets under Wife’s name	Subtotal for assets under Husband’s name	Subtotal for joint assets
\$2,410,512.10	\$944,588.67	\$314,970.25
Total: \$3,670,071.02		

27 I now consider the appropriate division ratio to apply. The parties disagree as to their respective direct contributions to the two French properties. The Husband says that he had contributed substantial cash payments to the French properties on top of the rental income which was used to pay off the outstanding mortgages. The Wife disagrees. I accept the Husband’s claims here.

Materially, in his earliest affidavit of assets and means (dated 17 August 2021), he had asserted that he had made such cash payments towards the French properties and provided a breakdown of the payments he had made. In her affidavit dated 3 November 2022, the Wife accepted that she did not “dispute his direct contributions save that the rental income is not attributable to his contributions but ought to be taken as both parties contributions”. The evidence shows that after April 2020, the Husband continued to be solely responsible for making the mortgage payments for the French properties as well. No evidence has been adduced to support Mr Dodwell’s submission that the Wife had directly contributed to the purchase of the French properties.

28 Parties further dispute their contributions to the renovation costs of both Singapore properties (16x Margoliouth xx-x1 and 16x Margoliouth xx-x2). I accept the Husband’s claim that he contributed \$24,146 towards the renovation of the former because he has documentary evidence of receipts in support. As for the renovation costs of \$60,726 for the latter, he has only invoices addressed to the Wife. It is thus unclear who actually paid. I am not persuaded by the Wife’s present claim that she had predominantly paid for this sum as well — this is inconsistent with her earlier affidavit of assets of means (dated 2 September 2021) where she claimed to have “partially paid” for this renovation. In the circumstances, I am of the view that it would be fair to award parties equal contribution.

29 The direct contributions of parties to the matrimonial assets are thus as follows:

Asset	Husband's direct contributions	Wife's direct contributions
xxx rue Lafayette, xx010 Paris ("Paris Property")	\$168,403.48	\$68,784.52
x rue Pelissier Lyon (France) / x Place Gensoul, xx002, Lyon France ("Lyon Property")	\$70,147.27	\$9,565.54
16x Margoliouth xx-x1	\$450,606.91	\$72,929.07
16x Margoliouth xx-x2	\$323,037.96	\$367,742.52
Rest of Husband's assets	\$421,052.67	\$0
Rest of Wife's assets	\$0	\$1,719,731.62
Rest of joint assets	-\$965.28	-\$965.28
Total:	\$1,432,283.01	\$2,237,787.99
Ratio:	39	61

30 As for the indirect contributions ratio, the Husband says that it should be 60:40 in his favour, while the Wife's position is unclear. In a new joint summary (filed on 29 August 2023), the Wife indicated that the indirect contributions ratio should be 50:50, but Mr Dodwell in his closing submissions for the Wife (dated 31 August 2023) submitted a ratio of 70:30 in favour of the Wife.

31 Notwithstanding the complaints each party has against the other, it appears to me that this marriage was a medium to long one where both parties had contributed in their own way before it fell apart. It is undisputed that both parties had been working for most of their marriage and had run the household together. They had stayed in various countries together, supported each other

then, and made personal sacrifices for each other. Although the Husband may have taken the lead in certain aspects of the marriage, such as managing the French properties and maintaining the Singapore properties, this does not mean that the Wife had contributed significantly less. I accept her claim that she had constantly played her part in the household, such as by doing her share of the chores, planning holidays for them, and supporting the Husband in his endeavours. I accept the Wife's claim that she was the primary caregiver of the Children. As will be recalled (at [5] above), the Husband had initially accepted that the Wife should have sole care and control of the Children, with reasonable access to himself and his family (in an email dated 14 May 2020). As such, it is my view that the parties had made equal indirect contributions. Given that the direct contributions ratio is 61:39 in favour of the Wife, and the indirect contributions ratio is 50:50, the overall (rounded up) contributions of the parties to the marriage should be in the ratio of 55:45 in favour of the Wife.

32 Counsel for the Husband has urged me to adjust the division ratio by 20% in the Husband's favour to account for the adverse inferences she submits ought to be drawn against the Wife for the various undisclosed documents and dissipated funds. In the present case, I am of the view that the adverse inference for the dissipated funds would be best given effect to by adding such dissipated sums back to the matrimonial assets, and this has already been done earlier (at [21]-[24]). This thus no longer needs to be considered again here. As for the adverse inferences that should be drawn for the undisclosed documents, it will be recalled (at [16]-[19]) that I had earlier found against the Wife for such adverse inferences to be drawn. However, there are significant overlaps between the undisclosed documents, which appear mainly to be the bank statements (for the earlier years of 2017 to 2019) of the Wife's various bank accounts, and the dissipated funds, which were dissipated from the Wife's various bank accounts

(in the later years of 2020 to 2021). Given that the dissipated funds, which were derived from the bank statements of the Wife's various bank accounts from June 2020 to June 2021 have already been added back to the matrimonial assets, it would be excessive to adjust the ratio further for the non-disclosure of earlier statements of the same bank accounts — when there is no evidence to suggest that further sums had been dissipated prior to June 2020. Since the final division ratio is 45:55 for the Husband and the Wife respectively, the Husband is thus entitled to \$1,651,531.96 and the Wife to \$2,018,539.06

Maintenance for Wife and Children

33 The Wife asks for spousal maintenance (calculated as 70% of her expenses) as well as for the Husband to bear 100% of the Children's maintenance on the basis that she has been unemployed from 29 November 2022, and unable to find a job since then. She says that such an arrangement would only last until she is able to secure adequate employment. The Husband disagrees and says that the evidence the Wife has adduced does not show that her current unemployment is due to reasons beyond her control and that she has not put in "all reasonable efforts to seek new employment but has been unsuccessful". As such, the Husband says that the Wife should not be awarded spousal maintenance, nor should he be expected to bear 100% of the Children's maintenance. Parties cannot agree as to the household expenses, the Wife's expenses, and the Children's expenses.

34 Dealing first with the quantum of expenses, the expenses claimed by the Wife are as follows:

S/No.	Expense	Amount
Household expenses		
1	Mortgage	\$4,469.55
2	MCST charges	\$438.00
3	Property Tax	\$39.33
4	Owner-occupier tax	\$150.92
5	Rent	\$6,050.00
6	Fire insurance	\$9.52
7	Aircon maintenance	\$40.00
8	Maintenance and repairs	\$166.67
9	Groceries and takeaways	\$1,500.00
10	Utilities	\$292.00
11	Broadband/Internet	\$110.00
12	Helper	\$979.39
13	Petrol	\$260.00
14	Parking expenses	\$240.00
	Total	\$14,745.38

Wife's personal expenses		
15	Clothes and shoes	\$150.00
16	Cosmetics, toiletries, and skin care	\$250.00
17	Singtel Mobile	\$95.00
18	IT Expenses	\$25.00
19	AIA Health Insurance premium	\$367.00
20	Medical	\$50.00
21	Dental	\$13.33
22	Gynae Checkup/Specialist	\$250.00
23	Outings with Children	\$250.00
24	Outings	\$92.00
25	Haircut	\$50.00
	Total	\$1,592.33
Children's expenses for L – older son		
26	School fees	\$13.00
27	Transport	\$247.50
28	French Class	\$207.00
29	Canteen Fees/Allowance	\$100.00
30	Medical Insurance	\$97.50
31	Hair cut	\$25.00
32	Chinese Tuition	\$405.00
33	Football (since Jan 2023)	\$50.00

34	Piano	\$300.00
35	Medical	\$50.00
36	Dental	\$13.33
37	Clothes and Shoes	\$100.00
38	Toys, books, stationery, electronics	\$150.00
39	Holiday Camps (Science Camps, Tennis Camps etc)	\$417.00
40	Birthday Celebrations in school, and outside school with friends and family	\$46.00
41	Outings	\$92.00
42	Swimming	\$70.60
43	Tennis	\$153.00
	Total	\$2,536.93
Children's expenses for H – younger daughter		
44	School fees (\$838 until Jan 2024, \$13 thereafter)	\$13.00
45	School Bus	\$450.00
46	Transport	\$247.50
47	French Class	\$194.00
48	Medical Insurance	\$98.00
49	Ballet	\$123.33
50	Medical	\$50.00
51	Dental	\$13.33
52	Clothes and Shoes	\$100.00

53	Toys, books, stationery, electronics	\$100.00
54	Hair cut	\$15.00
55	Chinese Tuition (starting Jan 2024)	\$405.00
56	Canteen fees/Allowance (starting Jan 2024)	\$100.00
57	Swimming	\$200.00
	Total	\$2,109.16

35 I do not accept the Wife's claim for mortgage expenses to be considered as household expenses. These expenses are for 16x Margoliouth xx-x2, which she solely owns. If she wishes to continue building up her equity in that property, she is solely responsible for her mortgage payments. In addition, it is inequitable for her to ask for rental expenses of \$6,050 when she owns 16x Margoliouth xx-x2. It would be invidious for her to rent an accommodation and claim it as an expense from the Husband when she has her own. That is a largesse that neither law nor fairness would countenance. In any event, the only evidence of her rental needs is a tenancy agreement dated 21 August 2021, which provides for a rental of \$3,900 per month, well short of the \$6,050 she is claiming. This leaves the other household expenses to be assessed. I am of the view that the household expenses of \$4,200 a month is reasonable. Since the Wife is to be awarded care and control of the Children, this sum is to be divided into three portions, and attributed equally to the expenses of the Wife and the Children.

36 I accept the Wife's claims for personal expenses of \$1,600 a month to be reasonable. Including her share of the household expenses (of \$1,400 per month), her total expenses are \$3,000 per month. As for the Children's expenses, I agree with the Husband that not all the items included by the Wife

to be paid to her as Children's maintenance are necessary (such as holiday camps for L). The quantum for some of the items appear to be excessive as well (such as for toys and clothes). Moreover, I accept the Husband's doubt as to whether the Children are still carrying on some of the activities (such as swimming or tennis) as he has some evidence to support his suspicions. I assess the Children's expenses to be \$3,200 a month, jointly. Many additional items will no doubt be paid for by the Husband voluntarily as part of his role as a parent. There is simply no need to include these items in the Children's expenses to be paid to the Wife. Taking into account the Children's share of the household expenses (of \$2,800 per month), the Children's total expenses are \$6,000 per month.

37 The next issue is maintenance to the Wife for her expenses, and the sharing of the maintenance for the Children. It is not disputed that the Wife's employment was terminated on 29 November 2022 by letter, and that the Wife had received a sum of \$39,197 (the Wife's salary was \$10,191 per month at termination) as her severance pay. I accept that after termination, the Wife's emails pertaining to her job search show that she made some efforts to find a new job. I accept that the Wife may initially struggle to find employment. Under these circumstances, I am of the view that the Husband should pay as maintenance for the Wife, 70% of her expenses (\$2,100 per month) and that he should bear 90% of the Children's expenses as maintenance for the Children (\$5,400 per month). The Wife remains responsible for 10% of the Children's maintenance (\$600 per month) as both parents continue to have a shared duty to maintain their children.

38 I agree with the Husband that the Wife, despite challenges, can do more to find employment. The emails only show her reaching out to a few people each month. She has the capacity to make greater efforts to gain employment.

As such, the above maintenance orders (at [37] above) are to apply only until the Wife finds suitable employment, or after one year has passed, whichever is earlier. Thereafter, the Husband no longer needs to pay her maintenance as she had been capable of earning a substantial income before becoming unemployed on 29 November 2022 (\$10,191 per month excluding bonuses). As for the Children's maintenance, it would be fair for the Wife to thereafter bear 25% of the Children's maintenance (\$1,500 per month) and the Husband, who is earning a higher income than the Wife to bear 75% of the Children's maintenance (\$4,500 per month). Finally, since there are already interim maintenance orders in force (dated 13 September 2021), I will not backdate the final maintenance orders in the present case (*AXM v AXO* [2014] 2 SLR 705 at [21] and [34]).

39 Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Linda Joelle Ong and Chloe Chua Kay Ee (Engelin Teh
Practice LLC) for the plaintiff;
Alfred Dodwell (Dodwell & Co LLC) for the defendant.
