

Chan Pui Yin v Lim Tiong Kei
[2011] SGHC 200

Case Number : DT No 5623 of 2008
Decision Date : 02 September 2011
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Carrie Gill (Harry Elias Partnership LLP) for the plaintiff; Imran Hamid and Edith Chen (Tan Rajah & Cheah) for the defendant.
Parties : Chan Pui Yin — Lim Tiong Kei

Family Law

2 September 2011

Belinda Ang Saw Ean J:

Introduction

1 The parties, Mdm Chan Pui Yin ("the Plaintiff") and Mr Lim Tiong Kei ("the Defendant") were divorced after being married for more than 17 years, and the matrimonial ancillary matters came before me for determination. These included the division of the matrimonial assets, the issue of custody, care and control for the only child of the marriage, Dawn Lim Yu Fen ("Dawn"), and the issue of maintenance for the Plaintiff and Dawn. I made the following orders on 3 May 2011:

"5. Orders made:-

- (a) The Plaintiff and Defendant are to have joint custody of their daughter, Dawn, with care and control to the Plaintiff.
- (b) The Defendant shall have liberal access to Dawn, including overnight access.
- (c) The Defendant is to pay maintenance to Dawn at \$2,500 per month with effect from 3 May 2011.
- (d) The Defendant is to pay maintenance to the Plaintiff at \$1 per month with effect from 3 May 2011.
- (e) (i) The Plaintiff is awarded the sum of \$1,140,000 being 30% of the matrimonial home valued at \$3,800,000.

(ii) The Plaintiff is awarded the sum of \$3,285,238.60 being 30% (inclusive of adverse inference drawn against the Defendant) of all remaining assets valued at \$10,950,795.34.

(iii) Consequently, the Defendant is to pay the Plaintiff the sum of \$3,491,253.39 being the total award due to the Plaintiff less the value of the assets in the Plaintiff's sole name.

(iv) The sum of \$3,491,253.39 is to be paid in three instalments as follows:-

- (a) The sum of \$1,140,000 by 3 August 2011;
- (b) The sum of \$1,175,626.70 by 3 November 2011;
- (c) The sum of \$1,175,626.70 by 3 February 2012

(v) The sum of \$103,000 due from the Plaintiff to the Defendant is to be deducted from the 1st instalment payment.

(vi) The Plaintiff and Dawn are to move out of the matrimonial home within 7 days of receipt of the 1st instalment payment or the date of the Transfer of the Plaintiff's 30% share in the matrimonial home based on a valuation of \$3,800,000, whichever is the earlier.

2 The Defendant has appealed against that part of the Order of Court dated 3 May 2011 that pertains to paragraphs 5(e)(ii), (iii), and (iv). In short, the appeal is against the Plaintiff's share of 30% of all remaining matrimonial assets valued at \$10,950,795.34. The matrimonial assets in the common pool for division are tabulated in Annexure A to this Grounds of Decision. They included the property known as No 804 Dunearn Road, Singapore 289671 ("the Dunearn property") and registered in the sole name of the Defendant, a unit known as #08-14 Golden Mile Complex, a commercial property in which the Plaintiff has an interest, her CPF monies, shares, insurance policies and bank account balances. The Dunearn property with a current value of \$9.75m is the single most significant asset in the pool of matrimonial assets available for division. The total worth of the assets in the Plaintiff's name in the pool was \$933,985.21. The orders on division were for monetary sums to be paid to the Plaintiff and they were not intended to be orders for the sale of the properties. The mechanism for achieving the division ordered was for the parties to retain the assets in their respective names and for the Defendant to pay the Plaintiff the sum of \$3,491,253.39 being the difference between the total sum awarded less the total worth of the assets in the Plaintiff's name ($\$4,426,238.60 - \$933,985.21 = \$3,491,253.39$).

3 There is no appeal against the orders made in respect of the division of the matrimonial home, namely the property known as No 27 Goldhill Drive, Singapore 308975 ("the Goldhill property"). The Goldhill property was held to be the matrimonial home as on the facts in evidence the property clearly satisfied the statutory definition in s 112(10) of "matrimonial assets" in the Women's Charter (Cap 353, 2009 Rev Ed).

4 There is also no appeal against the orders on maintenance.

5 I should mention that the Defendant had initially fought the Plaintiff for sole custody, care and control of Dawn. However, counsel for the Defendant, Mr Imran Hamid ("Mr Imran") subsequently confirmed that the Defendant would agree to an order granting both parents joint custody of Dawn with care and control to the Plaintiff. Counsel for the Plaintiff, Ms Carrie Gill ("Ms Gill") confirmed the Plaintiff's consent to such an order, if made.

6 Since the Defendant's appeal is limited to paragraphs 5(e)(ii),(iii) and (iv) of the Order of Court dated 3 May 2011, for expediency, I will confine this Grounds of Decision to the division of the matrimonial assets.

The factual background

7 The parties were married on 26 February 1992. The Plaintiff instituted divorce proceedings against her husband, the Defendant, on 13 November 2008, and the Interim Judgment of Divorce

IJ3515/2009 was granted on 12 August 2009. The Plaintiff is presently about 58 years of age, and she works in the Canadian Imperial Bank of Commerce as an Associate, drawing a stated gross monthly income of \$5,200. The Defendant is presently about 61 years of age and he runs his own trading company, Chop Nam Huat Sdn Bhd, in Brunei, drawing a stated net monthly income of BN\$8,000. Dawn was born on 6 October 1992 and she will turn 19 this year. Dawn is a student at LASALLE College of the Arts.

8 According to the Plaintiff, the couple lived in the Defendant's apartment known as #05-02, Silver Tower, a private condominium located along Cairnhill Road when they were first married ("the Silver Tower property"). After Dawn was born, the family moved to the Goldhill property which was home to Dawn and the Plaintiff for the last 18 years. The family's living arrangements were that the Plaintiff and Dawn resided with the Defendant's parents in the Goldhill property, with the Defendant working and living in Brunei for the most part of the year except for the occasional visits to his family in Singapore for 10-12 days at a time. This was the family's living arrangement for the last 18 years. The Defendant admitted to being an absent spouse and father for the most part of the year except for the occasional visits to his family in Singapore, and the annual family vacations. Family life for Dawn was growing up with one parent in the same house as her paternal grandparents, and in a family environment where her father's many siblings would frequently drop by the Goldhill property whenever they called upon their parents.

9 In the early years of the marriage, the Plaintiff had her mother live with herself and Dawn in the Goldhill property. Her mother would care for Dawn when the Plaintiff was out at work. She would prepare Dawn's meals as well as accompany her to kindergarten and enrichment classes. This arrangement came to an abrupt halt when the Plaintiff's mother fractured her hip in 1997, and she went to live with her other daughter.

10 Even though the Defendant had settled into living in Brunei, he paid for the maintenance and repairs to the Goldhill property, all the household expenses, family outings, transport and vacations. He also paid for Dawn's expenses including expenses related to her studies and her daily allowance. The Defendant also paid for the two renovations to the Goldhill property. From 2002 or 2003, after the Plaintiff had depleted her savings on medical expenses for her parents and bad investments, the Defendant gave her a monthly allowance of \$1,500. The Plaintiff contended that since September 2009, the Defendant had stopped giving her the monthly allowance and Dawn's maintenance. In the past, the Defendant would leave behind pre-signed cheques with the Plaintiff to enable her to settle Dawn's expenses and to provide for her monthly allowance. The Defendant's sister, Cecilia, was tasked to handle payment of utilities bills and other outgoings from funds that were deposited into a POSB joint account which the Defendant had opened with Cecilia. The Defendant claimed that he had to trouble his sister because the plaintiff did not want to be bothered by this "chore". [\[note: 1\]](#)

11 The Goldhill property was purchased by the Defendant's father in 1968. It was transferred to the Defendant and his two brothers in 1974. Later on the Defendant took over his brothers' shares. According to the Defendant, the shares were paid for by himself and his father. The Defendant became the registered owner of the Goldhill property on 8 June 1993. [\[note: 2\]](#) It was the Defendant's case that two-thirds of his interest in the Goldhill property was gifted to him by his father. His position was that the Goldhill property was *not* a matrimonial asset as it was his parents' matrimonial home. [\[note: 3\]](#) The parties tendered valuation reports of the Goldhill property and for the purposes of division, and taking the average of the two valuations, the figure of \$3,800,000 was treated as its current value. Notwithstanding the Defendant's denial, I held that the Goldhill property was the matrimonial home based on the evidence before me (see [\[8\]](#) above).

12 The Silver Tower property was registered in the Defendant's name. It was bought in 1984 some eight years before the parties were married. After marriage, the parties lived there for a few months until Dawn was born. The property was sold in an *en bloc* sale in 2007, and with the sale proceeds, the Defendant purchased the Dunearn property which was registered in his sole name. According to the Plaintiff, she wanted her husband to include her name as co-owner but he refused with the excuse that he had borrowed money to finance the purchase and he did not want her to be involved in the loan. There was only one property known as No 5 Springside Walk ("the Springside property") that was owned by the couple in their joint names. The Springside property was a terrace house in Sembawang which was purchased in February 2001 (going by the option to purchase [\[note: 4\]](#)), but it was eventually sold in 2007 at a loss.

Whether the Dunearn property should be considered a matrimonial asset and be available for division

13 It is patently clear from the Defendant's Notice of Appeal filed on 2 June 2011 that his dissatisfaction with the orders made was primarily with the division of the Dunearn property. The property had appreciated in value over the years to stand at between \$9m and \$10.54m in the first quarter of this year based on valuation reports submitted by the parties. For the purposes of division, and by taking the average of the two valuations, the figure of \$9.75m was adopted as its current value. Mr Imran's written submissions adopted the Defendant's stand in his affidavit: that the Dunearn property was *not* a matrimonial asset. [\[note: 5\]](#) In the course of the hearing, however, Mr Imran departed from his written submissions, and accepted, and rightly in my view, that the Dunearn property, which was acquired during the marriage, was a matrimonial asset. His case was that the property should not be included in the pool of assets because there was no financial contribution to its acquisition from the Plaintiff, and that the Plaintiff's non-financial contributions to the marriage and family were such that the equity of the case was not with her. He cited *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 ("*Ong Boon Huat*") in support of his proposition that the Court has the power to exclude a matrimonial asset from the pool of assets for division.

14 The Defendant's reasons for exclusion are paraphrased as follows: that the parties had never lived at the Dunearn property, and currently the Defendant's brother resides there; that the Plaintiff had not made any financial contribution whatsoever to the acquisition of the Dunearn property in 2007; and that it was registered in his sole name.

15 Ms Gill argued that the Plaintiff had in fact made financial contribution to the Dunearn property even though her contribution was very small. The Dunearn property was bought in February 2007 before the *en bloc* sale of the Silver Tower property was completed in April 2007. The Plaintiff had contributed \$197,812.98 to the purchase of the Springside property which was purchased for \$1,358,000 in 2001. This property was sold for \$1,150,000 with completion taking place in January 2007, and \$344,600 of the sale proceeds were utilised to pay the balance of the Option fee and Stamp fees for the Dunearn property. [\[note: 6\]](#)

16 The Defendant's documentary evidence supported his assertion that the Plaintiff did not contribute financially to the acquisition of the Dunearn property and her claim that she did so was unfounded. First, the Springside property was sold at a loss of \$246,673, and according to the Defendant, he had effectively absorbed the Plaintiff's share of the loss on the property. Second, the funds withdrawn from the Plaintiff's CPF account to finance the purchase of the Springside property were returned in full with interest to the Plaintiff's CPF account. Third, the Defendant meant for the remaining proceeds of \$927,573.42 from the sale of the Springside property to be used to pay back the money borrowed from his father to acquire the same. After \$344,600 of these proceeds were

used to pay for the balance of the Option fee and Stamp fees for the Dunearn property, the remaining \$562,222.99 was deposited in a HSBC bank account held in the parties' joint names [\[note: 7\]](#). According to the Defendant, the purchase price of the Dunearn property was about \$5m and the *en bloc* sale of the Silver Tower property yielded about \$4m. To purchase the Dunearn property, the Defendant had to borrow money from his father again. With his father's permission, he utilised \$927,573.42 from the sale of the Springside property to fund the purchase of the Dunearn property (hereafter referred to as "the Springside funds"). [\[note: 8\]](#)

17 The Court of Appeal in *NK v NL* [2007] 3 SLR(R) 743 observed that the exclusion of particular matrimonial assets from the overall computation and division exercise in favour of dividing only certain assets could prejudice the fair and equitable division. Andrew Phang JA (delivering the judgment of the appellate court) at [38] agreed with the reasoning of Lee Seiu Kin JC (as he then was) in *Tham Lai Hoong v Fong Weng Sun Peter Vincent* [2002] 1 SLR(R) 391 at [12] that:

"To exclude some assets from this consideration could contribute to a misapprehension in the mind of the judge as to the extent of the matrimonial assets as well as the extent of each party's contribution thereto..."

18 Phang JA emphasised that any attempt to exclude particular assets from the overall computation has to be strictly scrutinised as the court's overarching duty is to achieve a just and equitable division in all the circumstances of the case (at [40]). One instance where exclusion of a matrimonial asset was allowed is the case of *Ong Boon Huat*. In that case, it was a short marriage- it lasted only 19 months - and both spouses had treated the disputed property as a solo venture by the husband. Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, Singapore 2007) at p 643 observed that the Court of Appeal's decision was based on the unusual facts of the case where the entire risk of the investment was for the husband to assume, and the wife could not in fairness be allowed to then ask for a share where by good fortune the property appreciated in value and the husband profited from his acquisition of the property. Professor Leong cautioned against extending the decision beyond the special facts of the case. Indeed, the Court of Appeal in *NK v NL* (at [40]) clarified its decision in *Ong Boon Huat* by stating that the court's mandate is to achieve a just and equitable division so that any attempt to persuade the court to deviate from its duty must be strictly scrutinised.

19 As mentioned earlier in [\[13\]](#), Mr Imran conceded that the Dunearn property was a matrimonial asset but that it should be excluded from division for the reasons alluded to in [\[14\]](#) above. It was not the Defendant's case, and there was no evidence, that the Silver Tower property was gifted to the Defendant. Gifts from third parties and assets purchased with money obtained from the sale of pre-marriage assets (not gifted) are two completely different matters. The reason, so it seemed, as to why the Plaintiff's name was not included in the Dunearn property was because the Defendant had told the Plaintiff that he did not want her to be liable for the loan taken to finance the purchase. The Defendant had not refuted the Plaintiff's evidence on this point. [\[note: 9\]](#) Be that as it may, the position taken by Mr Imran at the hearing was that the property was a matrimonial asset. Crucially, as to whether it should be excluded from the pool of assets for division, the Defendant was not able to satisfy me on the evidence that this was a proper case for exclusion. In the event, the Dunearn property fell available for division. I now come to Mr Imran's argument that the Plaintiff did not contribute financially and non-financially to the acquisition, improvement or maintenance of the Dunearn property and therefore she should not be given any share of the property. I disagreed with his submissions (see also [\[35\]](#) below). Typically, the court will scrutinise all the circumstances of the case, and there are many other factors that the court will take into consideration in determining a just and equitable division of the matrimonial assets (see also [\[33\]](#) below).

20 The court will consider the factors listed in s 112(2) of the Women's Charter if they are applicable (per LP Thean JA in *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260 at [14]). In the present case, s 112(2)(a) is less significant to the extent of being inapplicable given the dynamics of this family. Section 112(2)(a) states:

Power of court to order division of matrimonial assets

112.

(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

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

The Plaintiff had no involvement in the Dunearn property simply because the Defendant's style and preference was to turn to his siblings whenever he wanted help. As will be seen later, the Defendant trusted his siblings more than he did the Plaintiff.

21 In this case, the court should give consideration and weight to the indirect non-financial contributions of the Plaintiff to the marriage and welfare of the family. Section 112(2)(d) states:

112. (2) ...

(d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;

22 Section 112(2)(d) is particularly important for the home-maker wife whose contributions are likely to be to the welfare of the family, including looking after the home or caring for the family. To illustrate, I refer to *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Yeo Chong Lin*"). In that case, the direct financial contributions were made by the husband while the indirect non-financial contributions were made by the wife. The husband also paid for the expenses of the family and the children's education overseas. The appellate court did not disturb Judith Prakash J's finding that the wife contributed to the family and the marriage to the best of her ability by taking on the roles of homemaker and mother. Prakash J viewed the matrimonial assets on a global basis and divided the assets to the wife and the husband in proportions of 35:65 respectively. The Court of Appeal commented that "35% of a large pool of matrimonial assets would be [just] to a spouse whose contributions were all in the domestic sphere" (at [82] of the judgment). Again in *Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21, the home-maker wife did not make direct contribution to the assets acquired by the husband. The wife's claim was based on her contribution to the welfare of the family. The court recognised the importance of non-financial contributions to the welfare of the family and noted that s 112(2)(d) of the Women's Charter obliges the court to take into account the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family. Finally, in *AHJ v AHK* [2010] SGHC 148, both parties worked throughout the marriage. The wife claimed that her indirect contributions were demonstrated, *inter alia*, in her care of the husband's parents when he was overseas and her sacrifices in giving up her studies for the family. The wife continued to work after the birth of their son who was taken care of by the wife's mother during the daytime. In relation to a property known as the St Martin's apartment, the wife claimed that she took care of the property and secured the tenant whilst the husband was overseas. The

husband disputed this, arguing that he had given a power of attorney to his sister to deal with the property. Whilst the husband agreed that the St Martin's property was within the pool of matrimonial properties for division, he submitted that the wife's indirect contributions were miniscule, and that she should not be given any share of this property. Agreeing that the wife's indirect contributions were insignificant, Tay Yong Kwang J nevertheless adopted a broad perspective in the division and awarded the wife 20% of its net value. Separately, in the division of the matrimonial home, the wife did better and was awarded 45% of the net value after deducting the outstanding loan.

23 Returning to the present case, the real issue is whether or not there was indeed evidence that the Plaintiff had made little or no indirect contribution whatsoever to the marriage and family as the Defendant wanted this court to believe. On this issue, I concluded that the evidence pointed in the Plaintiff's favour. I now turn to the Plaintiff's indirect contributions.

Indirect contributions

24 The salient feature of this case is the family's long term living arrangement where the Plaintiff and Dawn lived in Singapore and the Defendant worked and resided in Brunei. For the last 18 years, the Plaintiff and Dawn resided at the Goldhill property together with the Defendant's father, and when the Defendant visited Singapore he too would stay in the property. His family saw him several times a year for 10-12 days during each of his visits to Singapore. The Defendant's mother also resided at the Goldhill property until she passed away in February 2008.

25 The Defendant was an absent spouse and father. The Defendant's absence from home was felt by the Plaintiff who said that she had to cope without her husband's emotional and physical support, and that she was Dawn's primary caregiver and disciplinarian. Notwithstanding the Defendant's absence, the Plaintiff maintained that she tried her best to be a filial daughter-in-law to the Defendant's parents. She attended to their ad hoc needs and that she would make time for them whenever they needed a listening ear. On festive occasions, the Defendant's siblings and their respective family members would gather at the Goldhill property and she would prepare the meals sometimes with the assistance of her sister-in-law. In the Defendant's absence, she saw to preserving his family relations (the Defendant has 17 siblings (excluding spouses) and more than 30 nephews and nieces) and would observe cultural civilities like giving gifts, and making hospital visits.

26 It was not disputed that in the 1990s, the Plaintiff bought and sold shares with funds from the Defendant. The disagreement between the parties in this area concerned the amount of the capital. The Defendant alleged that he gave \$1m to the Plaintiff. His complaint was that the Plaintiff had not accounted to him for the capital of \$1m. In reply, the Plaintiff said that (a) she could not remember the size of the capital outlay save that they lost \$800,000-\$900,000 in the Asian financial crisis; and (b) the Defendant had previously accepted the losses and had never asked her to account until she filed for divorce.

27 In these proceedings, the Defendant had not produced documents to show that exactly \$1m was given to the Plaintiff or used by the Plaintiff to trade in shares. I considered this omission to be unusual seeing that he was in the habit of retaining documents of concern to him, from the most important ones like papers relating to property transactions dating from as far back as the 1970s to the mundane like monthly credit card statements, catering bills and receipts. I have already gained a clear impression of his habit from the voluminous documents produced in the Defendant's affidavits. In my view, the Defendant had yet to make good his bare assertion that \$1m was given to the Plaintiff to invest. I do not therefore see a need for the Plaintiff to account to the Defendant for the \$1m as he had demanded.

28 The Plaintiff accepted that with the funds provided by the Defendant she traded in shares on their behalf. It was a joint effort as she was not the sole decision maker and that she would at times consult the Defendant before making the trades. She would monitor the share prices and look after the paperwork and the settlement of the trades. It was evident that while the marriage was ongoing and the relationship between the parties was good, there was a level of cooperation and trust between them in investing in the stock market. Even though the entire or the bulk of the capital was lost during the Asian financial crisis in 1997, the inference to be drawn from the Plaintiff's activities in the stock market as described, which was not unreasonable nor implausible, was that the Plaintiff and the Defendant wanted to make money in the stock market, and this common goal was part and parcel of their joint effort to accumulate wealth for the family. The Plaintiff's efforts in this regard should not be ignored or trivialised simply because the venture failed.

29 Mr Imran submitted that the Defendant's objection was to the level of contribution the Plaintiff had supposedly made during the marriage bearing in mind that the Plaintiff had a full-time job and the domestic chores were undertaken by a full-time maid who was supervised by the Defendant's mother. The Defendant has many siblings and he maintained that they had been supportive of the Plaintiff and Dawn. For instance, his sister, Cecilia, who was a teacher used to tutor Dawn and monitor her school work. Furthermore, it was the Defendant's siblings and full-time maid rather than the Plaintiff who cared for the Defendant's parents. His evidence was that the maid was employed for the purpose of looking after his aging parents although she did the housework and washed and ironed the Plaintiff's clothes. In any case, the Defendant countered that the Plaintiff could not have cared for his parents as she was constantly at odds with her mother-in-law and had complained frequently about her father-in-law. That said, Mr Imran at the hearing of 21 January 2011, however, conceded paragraph 20(w) of the Plaintiff's 1st Affidavit which was consistent with the Plaintiff's evidence that she tried her best to be a filial daughter-in-law to the Defendant's parents:

During the weekends, I would often go marketing whenever possible, so as to prepare home-cooked meals personally for my daughter and the Defendant's parents at home. On many occasions, when the Defendant was in town, I would request for him to take his car from his brother to take me to the market but the Defendant often asked me to do the same, making me feel very frustrated. There are time when he would even inconvenience his sister by making her take me to the market, this making me feel that he is shirking his responsibility to others instead of fulfilling it himself.

30 It is clear that the Plaintiff was a single parent to Dawn. She was mother to Dawn, and she was involved in the daily care of the child. Although she probably received some help from the Defendant's relatives to take care of Dawn given that she had full-time employment, it could not be denied that she was effectively a single parent and, in any event, the Defendant's relatives should not be regarded as his proxies. Any argument that the Plaintiff was (a) a full-time working mother and could not have been Dawn's primary caregiver; (b) assisted by a full-time maid who did the household chores; and that (c) the maid was supervised by the Defendant's mother before her health deteriorated in October 2007 meant that her indirect contribution was minimal was totally blinkered and was therefore rejected. In the words of Tay Yong Kwang JC (as he then was) in *Lee Chung Meng Joseph v Krygsman Juliet Angela* [2000] 3 SLR(R) 965 at [41] (and approved by the Court of Appeal in *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 ("*Pang Rosaline*") at [18]), "[h]aving a maid in the household, or a number of maids for that matter, does not mean abdication of parental responsibility towards the child". Emphasising the need for cogent evidence if a spouse is to succeed in the allegation of little or no indirect contribution to the marriage, care of the household and well being of the family - it is a common occurrence in today's society that spouses work full-time - Andrew Phang JA (delivering the judgment of the Court of Appeal) said (at [19]):

Indeed, the acceptance of a contrary proposition must presuppose that spouses who work full-time cannot, *ipso facto*, spare any time to contribute towards the marriage or the family at all and would necessarily have to sacrifice their all (and, consequently, their marriage as well as family) at the altar of work. Whilst obviously undesirable, this is not to state that such a situation is impossible. However, this would have to be established by cogent evidence. It was clear that such evidence was *not* forthcoming in the present appeal. Put simply, there was nothing in the evidence before us which suggested that the wife had, in fact, sacrificed herself as well as her family and marriage at the altar of work.

31 None of the evidence highlighted by Mr Imran pointed to or was a sign of an abdication of parental responsibility by the Plaintiff towards Dawn. Whilst Mr Imran conceded that as Dawn's mother, the Plaintiff was the primary caregiver, Mr Imran, however, disputed the Plaintiff's claim that she had looked after the household including the Defendant's parents. I have already mentioned the Defendant's claim that it was his siblings and the full-time maid rather than the Plaintiff who cared for his parents. In reply to the Defendant's allegations in [29] above, the Plaintiff explained that despite the occasional problems with her mother-in-law, they had lived together in the same home for 16 years and that they had grown close and learned to live with each other and accommodated each other's needs. For the sake of her mother-in-law, she only divorced the Defendant after her mother-in-law's death. As noted, Mr Imran at the hearing of 21 January 2011 conceded paragraph 20(w) of the Plaintiff's 1st Affidavit which was consistent with the Plaintiff's position that she tried her best to be a filial daughter-in-law to the Defendant's parents (see [29] above).

32 I now come to the Defendant's claim that he maintained regular telephone and e-mail contact with his family whilst he was away in Brunei. He produced three emails in 2008 as proof, but this did not impress me at all. [note: 10] As I noticed earlier, the Defendant was able to exhibit numerous documents to support his assertions, and I had naturally expected to see a lot more e-mails if he had been in contact with his family as often as he wanted this court to believe. I also noticed that despite his counsel's submissions that the Defendant "takes great care to be involved and interact with Dawn" [note: 11], the Defendant had to be reminded to keep in contact with his daughter. I have seen e-mails from the Defendant's sister urging or reminding him to contact his daughter despite his apparent frustration at her monosyllabic responses in conversations. [note: 12] From the Defendant's record of the annual holidays, the time spent together as a family was remarkably short in some years considering that it was their annual vacation. [note: 13] It is not disputed that the Defendant has had and continues to have a very difficult relationship with his daughter, and I did not find this state of affairs surprising since he was hardly around during her formative years. I have noted an observation made by the Defendant's sister in her e-mail dated 31 May 2007 to the Defendant that Dawn resented his long absence. [note: 14] However, the Defendant blamed the Plaintiff for creating a rift in the father-daughter relationship, an accusation which the Plaintiff had strenuously denied and she had singled out his constant absence from Dawn's life as the main reason for the state of their relationship, and his parenting style as another factor.

Division of matrimonial assets

33 I begin with the principles of a "just and equitable" division of matrimonial assets as Phang JA reiterated in *Pang Rosaline* at [23] which bear repeating:

The first centred on the fact that the division of matrimonial assets under s 112 of the Act is not – and cannot be – a precise mathematical exercise and that the court's discretion is to be exercised in broad strokes instead (see, for example, the decision of this court in [*Lock Yeng Fun*

v Chua Hock Chye [2007] 3 SLR 520 at [33]-[35]]; indeed, as this court pointed out, in *NK v NL* [[2007]3 SLR 743 at [28]]. "It is essential that courts resist the temptation to lapse into a minute scrutiny of the conduct and efforts of both spouses, which may be objectionable in disadvantaging the spouse whose efforts are difficult to evaluate in financial terms". In this regard, it was also pointed out in *NK v NL* (at [22]-[27]), that *direct* financial contributions are *not* to be considered as a *prima facie* starting point although they nevertheless constitute a factor which should be considered by the court pursuant to the exercise of its discretion under s 112 of the Act (which involves what is essentially a multi-factorial approach). We have also referred to the need to ensure that *indirect* contributions are also accorded due recognition.

[emphasis in original]

34 With the above principles in mind, I turn to the present case. I have taken into consideration the length of the marriage and the family's long term living arrangement and family dynamics. I have considered the Plaintiff's indirect contributions to the marriage and the family including her parents-in-law (see [24]-[31] above). I have also taken into consideration the Defendant's financial as well as non-financial contributions to the acquisition of assets and to the care of the family and the home. He had provided for the family in terms of financial contributions to the household and family expenses, family holidays and the bulk of Dawn's expenses including her school fees. I accepted that there was payment of \$1,500 monthly to the Plaintiff which she used to defray expenses for the household, pets and her personal expenses. I have taken into consideration the Defendant's medical conditions (he suffers from a growth in his brain stem and trigeminal neuralgia) and I noted his need to make provision for his own medical expenses. His health will have a bearing on his future earning capacity. Fortunately for the Defendant, he is already well-off.

35 As stated earlier, Mr Imran submitted that bearing in mind that the Plaintiff did not contribute financially to the acquisition of the matrimonial assets, and based on her indirect contributions, she should be awarded 20% of the value of the matrimonial home and certainly not as high as 50% as argued for by Ms Gill. In his view, the Plaintiff should not be given a share of the Duneran property.

36 I decided to divide the matrimonial home separately from the rest of the assets in the overall pool. As I see it, after the resolution of the ancillary matters, the Plaintiff would require housing for herself and Dawn whom she has care and control of for most of the time as the Defendant continues to reside in Brunei, and also that the Plaintiff has been given only a nominal maintenance of \$1 by this court. In addition, Mr Imran informed the court that the Defendant's father, who is in his late 80s, still lives in the Goldhill property and that the Defendant does not wish to move his father elsewhere. In this case, I was mindful that the value of the Dunearn property was significantly higher than the value of the matrimonial home, and at the same time, it was in connection with the Dunearn property that an adverse inference was drawn against the Defendant for keeping his share of a second unit in the Silver Tower condominium a secret and then revealing it as ostensibly his father's retirement fund in the flow chart exhibited at p 38 of the Defendant's 4th Affidavit. (see [41] to [44] below).

37 After viewing everything from a broad perspective in determining what a just and equitable division would be, I decided that the Plaintiff should received a 30% share in the Goldhill property based on the valuation of \$3.8m, and I so ordered.

38 For the remaining assets available for division, they are worth \$10,950,795.34. The most valuable asset is the Dunearn property. Similarly, having regard to the same factors discussed above, and in the light of the Defendant's non-disclosures which I will come to shortly, I decided that the Plaintiff should receive a 30% share of the remaining matrimonial assets based on the value of \$10,950,795.34, and I so ordered.

Adverse inference and its impact on the proportion of the matrimonial assets to be awarded

39 There is a duty on parties to make full and frank disclosure of all information relevant to the ancillary proceedings (see *BG v BF* [2007] 3 SLR(R) 233 at [52]), and the court is entitled to draw adverse inferences against those parties which fail to do so. An adverse inference is drawn if there is a *prima facie* case of non-disclosure of material facts (see *Koh Bee Choo v Choo Chai Huah* at [28]). In particular, the non-disclosure, and the inference drawn for the non-disclosure, has to be about a matter which can properly be taken into account in arriving at a fair and equitable division. If an adverse inference is drawn, one way the court can give effect to it is to order a higher proportion of the known matrimonial assets to be given to the other spouse, as was done in *NK v NL*.

40 In these proceedings, there was evidence that pointed towards the Defendant's failure to disclose material facts that would have a bearing on the court's assessment of a fair and equitable division. I should for completeness mentioned that unlike the Plaintiff, the Defendant who had equally accused the Plaintiff of non-disclosure did not come close to showing, evidentially, that her non-disclosure, if any, would affect the fair and equitable division. I therefore say no more about the Defendant's allegations of non-disclosure and now turn to his instances of non-disclosures.

41 First, the unchallenged allegation made by the Plaintiff that the Defendant owned not only #05-02 Silver Tower but that he also owned a half share in another unit in the same development. [\[note: 15\]](#) In the Plaintiff's 3rd Affidavit, she accused the Defendant of lying about the size of the *enbloc* payout and exhibited some e-mails and attachments thereto that pointed to (a) the Defendant's interest in a second unit in the Silver Tower condominium, and (b) his sister's reminders to keep the second unit a secret from the Plaintiff. At this juncture, I digress to point out that the image quality of some of the printed e-mail exhibits in the Plaintiff's 3rd Affidavit was very poor, suffering from ills such as graininess and blacked out text from the use of non-photocopy safe highlighters. The upshot of this clearly defeats the objective of highlighting a document. It is the responsibility of counsel to ensure that the client's documentary evidence placed before the court is properly presented as the lack of care and attention to such details can adversely affect the outcome of the case. Besides, it is irritating and annoying for the reader and creates a bad impression all-round. Needless to say, the extracts referred to in this Grounds of Decision can only come from the legible portions of the exhibits. That said, the relevant extracts of three e-mails exhibited by the Plaintiff that touched on the second unit are set out below. I should mention that Messrs Lee & Lee were the lawyers involved in the *enbloc* sale.

(1) From: mabelmabelless@yahoo.com

Date: Tue, Mar 27, 2007 at 5.15pm [\[note: 16\]](#)

Subject: Be alert

To: Lim Tiong Kei<tklimcharles@gmail.com>

Charlie,

...

As for the money from the enbloc (your 2nd unit) I think you have to sign in front of the lawyer

before you can get cash. It is better you go alone. She is also trying to find out whether you have any share in the 2nd unit. Why did she ask you to take loan/Testing you? Remember she works in the bank and WEALTH MANAGEMENT. It is not nice of me to bad mouth her. I just want you to act and think wisely. I have nothing to gain. I am concerned so don't get me wrong.

sis

[emphasis added]

(2) From: Lim Tiong Kei<tklimcharles@gmail.com>

Date: Mon, Apr 2, 2007 at 2:40pm [\[note: 17\]](#)

Subject: Fwd: Lee and Lee

To: "Chan, Suzanne"<Suzanne.chan@cibc.com.sg>

Hi! Dear,

I (sic) be back on the 4th of April and Joshua will pick me up on 5th morning to go to Lee and Lee's office and we will than (sic) go to Mr Ang's house. So you don't have to take leave.

Luv Charles

(3) From: mabelmabelless@yahoo.com

Date: Mon, Apr 2, 2007 at 5.16pm [\[note: 18\]](#)

Subject: Re: Fwd: Lee and Lee

To: Lim Tiong Kei<tklimcharles@gmail.com>

Charlie,

Make sure Joshua or Dad don't mention the other unit. If not, there will be a lot of trouble. Best to use all the money from HSBK. I think she will be very unhappy....

This email telling her not to take leave will make her mad. She will be very hurt by your action and won't be so nice or cooperative. She will know you don't want her to know. She (sic) make even more sure she is around so be prepared, Should not have told her so early in advance.

Sis

42 It is quite obvious that the Defendant's sister in her e-mail of 2 April 2007 was referring to the Springside funds when she suggested to the Defendant to make use of the money in the HSBC bank.

Further contemporaneous documentary evidence pointing to the Defendant's interest in the second unit in the Silver Tower condominium including what he received for his share in the second unit is set out below:

(1) On 4 December 2007, the Defendant's sister wrote to the Defendant: [\[note: 19\]](#)

...

You can keep the bungalow [the Dunearn property]. Just spend a few hundred thousands to do it up and it is as good as new. why bother to tear down and rebuild. Keep the 2 millions and earn interest. Building is going to give you a lot of stress ... Sell it when the time is right.

(2) There were two attachments to the sister's an e-mail dated Tuesday, April 17, 2007 at 9.47am. [\[note: 20\]](#) The first attachment was about the E\$AVER ACCOUNT -SGD -9179 and it showed a cheque deposit of \$2,580,593.93 into the account on 12 April 2007. Interestingly, the second attachment stated:

"Another \$2,580,593.93 (2nd unit of Silver Tower (Nam Huat) was banked in on 11 April 2007."

43 The first e-mail-comment at [\[42\]](#) above is consisted with the paragraph 20(v) of the Plaintiff's 1st Affidavit where she had earlier described the Defendant's initial intention to re-develop the Dunearn property but the plans were cancelled and the existing house was painted before the Defendant's brothers moved in to stay in the property.

44 Exhibited at p 55 of the Defendant's 4th Affidavit is a Maybank cheque dated 12 April 2007 and drawn on the bank account of Nam Hwatt Realty Co Pte Ltd in favour of the Defendant for the sum of \$2,580,593.93. The exact figure of \$2,580,593.93 was referred to in the second e-mail attachment at [\[42\]](#) above (the date "11 April 2007" was plainly a typographical error since the date on the cheque was 12 April 2007). Mr Imran had used this cheque as evidence of the father's loan to purchase the Dunearn property. [\[note: 21\]](#) Ms Gill questioned the cheque exhibited at p 55 of the Defendant's 4th Affidavit. She observed that the Defendant had deposed that he made use of the money available from the sale of the Silver Tower and the Springside funds to pay for the Dunearn property thereby suggesting that there was no need for another substantial loan from the Defendant's father to purchase the Dunearn property. The bulk of the sales proceeds from the sale of the Silver Tower property amounting to \$3,902,347.33 were deposited into a Standard Chartered E-Saver Account in the names of the Defendant and his sister, Cecilia. After paying the balance of the Option fee and stamp fee, the available Springside funds were eventually deposited into the same Standard Chartered E-Saver Account. [\[note: 22\]](#) The Defendant explained that Springside funds were his father's money since the acquisition of Springside property had been financed by the father. If this was true, and assuming that counsel for the Defendant was mistaken in submitting that the cheque of \$2,580,593.93 constituted the father's loan to acquire the Dunearn property, could the cheque of \$2,580,593.93 be the Defendant's father's "retirement funds" as alluded to in paragraph 27 of the Defendant's 3rd Affidavit? The Defendant said that the Standard Chartered account was opened to "facilitate the purchase of another property from the proceeds of the sale of the Silver Tower property. The account was also opened to park part of my father's retirement funds". No further explanation was proffered as to the value of the "retirement funds" and it is certainly curious as funds "parked" in the Standard Chartered account were bound to be mixed with the Defendant's own funds. At p 38 of his 4th Affidavit, the Defendant exhibited a flow chart and in there he referred to the sum of \$2,580,593.93 as "Lim Peck Oh's funds (father)". At paragraph 48 of the Defendant's 4th Affidavit,

the Defendant claimed that moneys belonging to his father had since been returned to him. Unless substantiated by the Defendant to the contrary, the Plaintiff had, in my view, established a *prima facie* case that the Maybank cheque for \$2,580,593.93 was the Defendant's share of the sale proceeds from the *enbloc* sale of the second unit, namely # 05-04, a unit registered in the name of Nam Hwatt Realty Co Pte Ltd. It was therefore the true nature of this sum of money and its whereabouts after the fixed deposit accounts were supposedly closed that the Defendant had failed to disclose.

45 I now turn to second area where the Defendant had not explained satisfactorily, and where the Plaintiff had accused him of failure to make full and frank disclosure. This related to the sum of \$415,789.24 in a fixed deposit account which the Defendant said was used to pay for the Plaintiff's debt to her of \$103,677.12, the balance of which was subsequently given to Cecilia. He accepted that Cecilia in her e-mails had informed him of her investment with the money given to her but he rationalised that as the money was hers, she could do whatever she wished with the money. [\[note: 23\]](#) I doubted his explanation for the unambiguous language used in the e-mails is unequivocal. Despite the Defendant's general comments in paragraph 56 of his 4th Affidavit, it is quite clear from the e-mails below that the Defendant's sister was trading in shares for herself and the Defendant.

(1)From: mabelmabelless@yahoo.com

Date: Tue, Nov 4, 2008 at 6:07pm [\[note: 24\]](#)

Subject: done

To: Lim Tiong Kei<tklimcharles@gmail.com>

Hi,

Bought 20 lots of OCBC at 5.15 and 5.08. Av is 5.115. 10 lots For me and 10 lots for you. I will try to contra them. IF can't (sic) contra by Fri, we will pick up the counter. Could not get singtel or sell sph.

sis

(2)From: mabelmabelless@yahoo.com

Date: Wed, Nov 5, 2008 at 10.06 am [\[note: 25\]](#)

Subject: 10am 5 Nov

To: Lim Tiong Kei<tklimcharles@gmail.com>

Hi,

Market is hot. Quite scary. Only dare to queue to buy singtel @2.30 which varies bet 2.35 to 2.37.

sis

Your total profit from 29 Oct to date is about 6k. Will email details later in the week.

sis

46 The extracts of the various e-mails reproduced above were compelling for what was stated and they revealed a state of affairs where the sister and brother (the Defendant) were secretive about the latter's net worth, and actively promoted this secrecy. Other instances of conduct apparent from the e-mails also bore out their penchant for secrecy. For example, in the sister's e-mail of 27 March 2007 to the Defendant, she wrote: [\[note: 26\]](#)

... I am definitely sure she knows i am holding your pass books and transaction. She is a damn smart and cunning woman. ... She will never leave a multi-millionaire husband.

47 More than a year later, in an e-mail dated May 3, 2008 (with the subject titled: Pre-empt), the sister advised the Defendant to protect his wealth should the Plaintiff decide to divorce the Defendant. The sister wrote: [\[note: 27\]](#)

... It is obvious that she is a poor wife with a husband who is hardly with her and no property in her name. ...

I think it is a matter of time that she will be asking for a divorce. ...

By going through a divorce, she will have access to one of your properties and cash. She has many reasons to ask for a divorce. Just in case it should happen, please think of how to protect your wealth and property.

Money can be stored elsewhere without her knowledge. As for properties, you can mortgage to the bank on pretext of doing business (sic) ...Do your own thinking.

I have nothing to gain. I do not expect anything from you. I am only very worried about you, Dawn and your wealth falling into (sic) her relatives instead of Dawn should she demand maintenance and large sum of money if there is a divorce. *I only want you to be on your guard if such unpleasant things were to happen.* It is difficult to handle an angry woman esp when she has little feelings left for you bec of built up over the years.

You will have more time to think in Brunei- quiet. It is stressful but acts are facts. Thinking and planning for the worse is ok. After (sic) all, what I pre-empt may not happen at all. I too do not want such happenings. ...

Please ponder over what I have written. I know it is an unpleasant email but as your sister I just want to share with you my feelings over this matter.

[emphasis added]

48 As the story unfolded, the Plaintiff did file for divorce on 13th November 2008. Coincidentally on the same day, the Defendant received an e-mail from his brother, Ronnie Lim ("Ronnie"), reporting on the outcome of his inquiry to set up a trust. Ronnie wrote: [\[note: 28\]](#)

Charlie,

Spoke to Han Kee Fong. Basically, *I told him that you are toying with the idea of a trust fund. I told him that the trust fund should include these two functions (although the trust funds will have many other uses)- starve (sic) off all potential creditors and also to minimise your matrimonial assets, in the event you should part ways with S.*

[emphasis added]

The incriminating revelations in [\[47\]](#) and [\[48\]](#) above were unethical to say the least, and the sister's advice and Ronnie's inquiry on the Defendant's behalf were quite consistent with the siblings' past behaviour as demonstrated by the Defendant's efforts to keep the Plaintiff in the dark as to his interest in a second apartment in Silver Tower Condominium. His willingness to maintain secrecy had severely damaged his credibility. A bare assertion by the Defendant that he had made full and frank disclosure would not be good enough in the circumstances. A terse and dismissive reply that the e-mails were obtained illegally without more would equally not suffice.

49 This leads me to the Defendant's claim that he has no bank account in Brunei and maintained that all his cash was in his Singapore bank account. The assertion that he has no bank account in Brunei is incredulous seeing that he had worked and resided in Brunei for more than 20 years, and his salary was paid in Brunei. In relation to the Defendant's declared salary of BN\$8,000 a month from the company, Chop Nam Huat Sdn Bhd, the Defendant is one of two directors of the company, and the Financial Statements for the years 2009 and 2010 indicated that sums of BN\$263,250 and BN\$276,250 respectively were used to remunerate these directors. Looking at the figures, the Defendant's annual director's remuneration would, on a monthly basis, work out to more than the declared monthly sum of BN\$8000. Furthermore, the Defendant's Last Will and Testament dated 31st October 2005 [\[note: 29\]](#) and updated at an unspecified date indicated "Fixed Deposits in Brunei" as a component of his assets available for distribution although the value of these accounts was not disclosed. The Defendant, however, claimed that the 2005 Will had been revoked, but he had not explained what had become of those sizeable fixed deposits. His assertion that he does not have any fixed deposits in Brunei misses the point; it is an incomplete answer and is thus unsatisfactory and unacceptable.

50 The Defendant also appeared to have other accounts held jointly by him together with Cecilia, although he denied this and maintained that he only had one such account, POSB No. [xxx], held jointly with Cecilia and used for the purposes of paying bills. Despite acknowledging the existence of this account, the Defendant failed to disclose any other details about it, including, crucially, the remaining balance in the account.

51 The evidence above supported the Plaintiff's accusations that the Defendant had not been full and frank in his disclosure of all the information relevant to these ancillary proceedings, and accordingly I drew an adverse inference against him.

52 Given the nature of the evidence pointing towards undisclosed assets, it is impossible to even estimate what their value could amount to and add a corresponding value into the pool for division. Instead, I found it just and equitable to award the Plaintiff a higher proportion of the disclosed assets. I am fortified in my approach by the decisions of *NK v NL* and *Yeo Chong Lin*. Accordingly, as a consequence of the adverse inferences against the Defendant, I awarded the Plaintiff a further 10% of the value of the disclosed assets of \$10,950,795.34.

Conclusion

53 For the reasons stated, I made the orders set out in [\[1\]](#) above. I also ordered that each party bear his or her own legal costs.

ANNEXURE A

1	Column1	Column2	Column3	Column4
2	DT 5623/2008 Chan Pui Yin v Lim Tiong Kei			
3	List of Matrimonial Assets and Liabilities			
4		Value (SGD)	Date of valuation	Comments
5	Property in the Plaintiff's sole name			
6	Real Property			#03-33 Golden Mile sold in Sept 2007. Proceeds of sale excluded from division
7	#08-14 Golden Mile Complex, Beach Road (Plaintiff holds as tenant in common, with 33.33% share)	\$ 303,333.33	29 Mar and 8 Apr 2011	Plaintiff's valuation: \$920,000, 8 April. Defendant's valuation: \$900,000, 29 Mar. Average value used. Accounted for Plaintiff's 33.33% share.

8	Liability on Property: Standard Chartered Mortgage amounting to \$224,496.96, of which the Plaintiff's 33.3% share is \$74,832.32.	\$74,832.32		Counsel for the Defendant noted that the mortgage value was as of August 2009 but the property valuation was as of 29 Mar and 8 Apr 2011. Court replied that the Plaintiff would have been paying off the mortgage amount, so the amount of liability would decrease.
9	Subtotal	\$228,501.01		
10				
11	Shares			
12	Asia Food shares (4,000 units)	\$ 1,460.00	2-Sep-09	
13	Golden Agri Shares (7800 units)	\$ 3,627.00	2-Sep-09	
14	Gold Agr EW120723 (524 units)	\$ 81.22	2-Sep-09	
15	Keppel Corp shares (4000 units)	\$ 30,880.00	2-Sep-09	
16	Koh Brother's shares (20,000 units)	\$ 5,700.00	2-Sep-09	
17	Top Global shares (50,000 units)	\$ 1,000.00	2-Sep-09	
18	Singtel shares (190 units)	\$ 602.30	2-Sep-09	
19	Kim Eng shares (10,000 units)	\$ 21,000.00	2-Sep-09	
20	LC Devt shares (28,800 units)	\$ 6,192.00	2-Sep-09	
21	Liang Huat shares (10,000 units)	\$ 350.00	2-Sep-09	
22	Lum Chang shares (16,000 units)	\$ 4,880.00	2-Sep-09	
23	IB shares (CICB) (122 units)	\$ 9,800.00	2-Sep-09	
24	Landmarks Bhd shares (5000 units)	\$ 2,793.00	2-Sep-09	
25	Subtotal	\$ 88,365.52		

26			
27	Insurance policies (surrender values thereof)		Two policies in the Child's name were excluded from the division
28	Great Eastern Living Assurance Whole Life Policy 15599888	\$ 55,710.00	28-Aug-09
29	Great Eastern Living Assurance Whole Life Policy 19727718	\$ 21,506.00	28-Aug-09
30	AIA 18 year Special Modified Policy L517054730	\$176,036.00	15-Jun-10 Revalued from \$116,815
31	AIA EAS Savings Policy L523540131	\$ 23,313.00	3-Sep-09
32	Subtotal	\$276,565.00	
33			
34	Unit Trusts		
35	Prulink China India fund, Financial Institution: Prudential (10,517,738,14 units)	\$ 20,818.70	2-Sep-09
36	Prulink Singapore Managed Fund, Financial Institution: Prudential (6949,44863 units)	\$ 20,402.03	2-Sep-09
37	Subtotal	\$ 41,220.73	
38			
39	Bank Accounts		Two bank accounts held in joint names were excluded from the division. The Plaintiff held one with her mother, and the other with the Child.

40	DBS Current Account No. [xxx]	\$ 90,000.00	2-Sep-09	The Plaintiff deposited part of her 26 September 2008 CPF withdrawal of \$293,048.86 into this account
41	Subtotal	\$ 90,000.00		
42				
43	CPF Monies			
44	Ordinary Account	\$ 6,742.65	2-Sep-09	
45	Medisave Account	\$ 33,153.80	2-Sep-09	
46	Special Account	\$ 317.20	2-Sep-09	
47	Retirement Account	\$109,119.30	31-Dec-08	
48	Subtotal	\$149,332.95		
49				
50	Miscellaneous			Jewellery valued at \$50,000 excluded from division
51	Jewellery	\$ 60,000.00		Plaintiff agreed to include this jewellery for division although it was purchased using part of her 26 September 2008 CPF withdrawal of \$293,048.86
52	Subtotal	\$ 60,000.00		
53				
54	TOTAL ASSETS IN PLAINTIFF WIFE'S SOLE NAME	\$933,985.21		
55				

56	Property in the Defendant Husband's sole name	Value (SGD)	Date of valuation	Comments
57	The Matrimonial Home			
58	27 Goldhill Drive Singapore 308975	\$3,800,000.00	29 Mar and 8 Apr 2011	Plaintiff's valuation: \$4.2M on 8 April. Defendant's valuation: \$3.4M on 29 Mar. Average value considered.
59	Subtotal	\$3,800,000.00		
60				
61	Other property in the Defendant Husband's sole name			
62				
63	Real Property			
64	804 Dunearn Road 289671	\$9,750,000.00	29 Mar and 8 Apr 2011	Plaintiff's valuation: \$10.5M on 8 April. Defendant's valuation: \$9.0M on 29 Mar. Average value considered.
65	Subtotal	\$9,750,000.00		
66				
67	Shares			Malaysian counters have been excluded, Defendant has failed to disclose the value of these
68	Goldtron Ltd (25,000 shares)	\$ 250.00	31-Aug-09	
69	Hosen (125,000 shares)	\$ 10,625.00	31-Aug-09	
70	Singtel (190 shares)	\$ 596.60	31-Aug-09	

71	Amara (20,000 shares)	\$ 10,200.00	31-Aug-09	
72	CSC Holdings Ltd (10,000 shares)	\$ 2,000.00	31-Aug-09	
73	Inno-Pacific (10,000 shares)	\$ 200.00	31-Aug-09	
74	SM Summit (12,500 shares)	\$ 1,187.50	31-Aug-09	
75	Vashion (100,000 shares)	\$ 1,500.00	31-Aug-09	
76	Subtotal	\$ 26,559.10		
77				
78	Unit Trusts			
79	Henderson Global Technology, Financial Institution: DBS (4,335.40 units)	\$ 4,878.05	7-Jul-09	
80	Subtotal	\$ 4,878.05		
81				
82	Bank Accounts			
83	POSB Current Account No. [xxx]	\$ -	31-Aug-09	The POSB Current Account is linked to the Savings Account. The Defendant has not disclosed the amount in the Current Account
84	POSB Savings Account No. [xxx]	\$ 2,064.22	31-Aug-09	
85	Subtotal	\$ 2,064.22		
86				
87	CPF Monies			
88	Ordinary Account	\$ 3,923.77	31-Dec-08	
89	Medisave Account	\$ 563.15	31-Dec-08	
90	Special Account	\$ -	31-Dec-08	
91	Retirement Account	\$ 217.84	31-Dec-08	
92	Subtotal	\$ 4,704.76		
93				

94

Insurance Policies

AIA Policy No. L517054730 excluded here because it has been computed under Plaintiff's assets. Eldershield Policy has been excluded because its value is unknown, see Defendant's Declaration of Assets August 2010. For the policies listed below, their surrender values are unknown. Mr Imran conceded to use of maturity values rather than surrender values. See Defendant's 1st AM Affidavit pages 52, 54, 67.

95 NTUC Income, Growth Policy No. 6976840-6 \$ 68,587.00

96 NTUC Income, Harvest Policy No. 6976839-6 \$ 50,000.00

97 PruSave \$ 60,017.00

98 **Subtotal** **\$ 178,604.00**

99

100 **Miscellaneous**

101 Car - Toyota Fortuna SP 34 T \$ 35,000.00 29-Sep-09

102 Raffles Town Club membership No. 83202 \$ 10,000.00

103	Singapore Recreation Club membership No. LB599B	\$ 5,000.00		
104	Subtotal	\$ 50,000.00		
105				
106	TOTAL VALUE OF ASSETS IN DEFENDANT'S SOLE NAME, EXCLUDING THE GOLDHILL MATRIMONIAL HOME	\$10,016,810.13		
107	GRAND TOTAL OF MATRIMONIAL ASSETS (PLAINTIFF'S ASSETS AND DEFENDANT'S ASSETS) EXCLUDING THE GOLDHILL MATRIMONIAL HOME	\$10,950,795.34		

[\[note: 1\]](#) Defendant's 3rd Affidavit at para 26

[\[note: 2\]](#) Defendant's 1st Affidavit at p 250

[\[note: 3\]](#) Defendant's 2nd Affidavit at para 7

[\[note: 4\]](#) Defendant's 2nd Affidavit at p 169

[\[note: 5\]](#) Defendant's written submissions tendered for Ancillary Matters hearing on 8 Oct 2010 at para 66; Defendant's 3rd Affidavit at para 23

[\[note: 6\]](#) Defendant's 4th Affidavit at p41

[\[note: 7\]](#) Defendant's 4th Affidavit at p 38

[\[note: 8\]](#) Defendant's 2nd Affidavit at pp 28-29 para 40(s).

[\[note: 9\]](#) Plaintiff's 1st Affidavit at p18 para 20(v)

[\[note: 10\]](#) Defendant's 3rd Affidavit at p 295

[\[note: 11\]](#) Defendant's written submissions at [12]

[\[note: 12\]](#) Plaintiff's 3rd Affidavit at pp 114, 120 & 146

[\[note: 13\]](#) Defendant's 2nd Affidavit at p 154

[\[note: 14\]](#) Plaintiff's 3rd Affidavit at p 120

[\[note: 15\]](#) Plaintiff's 3rd Affidavit para 71 and Defendant's 4th Affidavit at p 54

[\[note: 16\]](#) Plaintiff's 3rd Affidavit at p 134

[\[note: 17\]](#) Plaintiff's 3rd Affidavit at p 106

[\[note: 18\]](#) Plaintiff's 3rd Affidavit at p 105

[\[note: 19\]](#) Plaintiff's 3rd Affidavit at p 250

[\[note: 20\]](#) Plaintiff's 3rd Affidavit at pp 255-257

[\[note: 21\]](#) Defendant's written submissions at para 69 and fn 57

[\[note: 22\]](#) Defendant's 4th Affidavit at p 38

[\[note: 23\]](#) Defendant's 4th Affidavit at paras 10-13

[\[note: 24\]](#) Plaintiff's 3rd Affidavit at p 99

[\[note: 25\]](#) Plaintiff's 3rd Affidavit at p100

[\[note: 26\]](#) Plaintiff's 3rd Affidavit at p 134

[\[note: 27\]](#) Plaintiff's 3rd Affidavit at p 143

[\[note: 28\]](#) Plaintiff's 3rd affidavit page 135

[\[note: 29\]](#) Plaintiff's 3rd Affidavit page 294

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