

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2019] SGHCF 21

Divorce (Transferred) No 140 of 2017

Between

UVF

... Plaintiff

And

UVG

... Defendant

JUDGMENT

[Family Law] — [Matrimonial assets] — [Division]
[Family Law] — [Maintenance] — [Wife]

TABLE OF CONTENTS

| | |
|--|-----------|
| INTRODUCTION | 1 |
| FACTS | 1 |
| DIVISION OF MATRIMONIAL ASSETS | 3 |
| IDENTIFICATION AND VALUATION OF THE MATRIMONIAL ASSETS | 3 |
| <i>Agreed assets</i> | 4 |
| <i>Disputed assets and assets with disputed valuations</i> | 5 |
| (1) Husband’s POSB Bank Account number ending with 1427 and DBS Bank Account number ending with 0560..... | 6 |
| (2) SICC Membership..... | 7 |
| (3) Keppel Property | 10 |
| (4) Joint POSB Bank Account number ending with 4356..... | 11 |
| (5) Wife’s POSB Bank Account number ending with 8162 and allegations of wrongful dissipation | 12 |
| <i>Total pool of matrimonial assets</i> | 21 |
| DIVISION OF MATRIMONIAL ASSETS | 22 |
| APPORTIONMENT OF THE MATRIMONIAL ASSETS..... | 30 |
| MAINTENANCE FOR THE WIFE | 31 |
| COSTS | 32 |
| CONCLUSION | 33 |

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

**UVF
v
UVG**

[2019] SGHCF 21

High Court (Family Division) — Divorce (Transferred) No 140 of 2017
Tan Puay Boon JC
4 April 2019

13 September 2019

Judgment reserved.

Tan Puay Boon JC:

Introduction

1 The plaintiff (“the Wife”) and the defendant (“the Husband”) (collectively “the parties”) were married in 1992 in Singapore.¹ They are both Singaporean citizens and are 56 years old this year. There are no children to the marriage. The matters that fall for determination in this case pertain to the division of matrimonial assets, the maintenance due to the Wife and costs.

Facts

2 The parties both worked during the early years of the marriage. The Wife

¹ Joint Summary of Relevant Information filed on 28 March 2019 (“JS”) at S/N 1.

worked at a fashion distributorship and the Husband worked as a professional.² The Wife stopped working from 1998; according to the Wife, this was a joint decision because the parties wanted to start a family, but were ultimately unsuccessful in their attempts to do so.³ The Husband eventually became an equity partner in his firm and continued working until his retirement at the age of 49.⁴

3 In the first six years of their marriage, the parties lived in the home of the Husband's mother. They moved to their first matrimonial home in 1998 and moved again to live in a condominium at Keppel ("the Keppel Property") from 2004 onwards.⁵

4 The parties separated on 15 December 2016.⁶ The Wife filed for divorce on 12 January 2017 on the ground that the Husband behaved in such a way that she could not reasonably be expected to live with him. On 6 February 2017, the Husband filed a counterclaim on the same ground. Interim judgment was granted on 20 April 2018 on an uncontested basis on both the claim and counterclaim, ending a marriage of 26 years.

² Wife's Affidavit of Assets and Means sworn on 7 June 2018 ("Wife's AAM") at para 19; Husband's Affidavit of Assets and Means sworn on 1 June 2018 ("Husband's AAM") at para 19; Husband's 2nd Ancillary Matters Affidavit sworn on 20 December 2018 ("Husband's 2nd AM Affidavit") at para 54.

³ Wife's AAM at para 20(d); see Defendant's Written Submissions dated 31 March 2019 ("HS") at para 10.

⁴ Husband's AAM at paras 21, 23.

⁵ Husband's AAM at para 24(a).

⁶ Husband's affidavit of evidence-in-chief sworn on 4 January 2018 ("Husband's AEIC") at para 15.

Division of matrimonial assets

5 Section 112(1) of the Women’s Charter (Cap 353, 2009 Rev Ed) (“the Women’s Charter”) empowers the court to order division of matrimonial assets, having regard to the circumstances of the case and the factors listed at s 112(2).

6 I apply the global assessment methodology as the parties made submissions on that basis.⁷ As set out in *NK v NL* [2007] 3 SLR(R) 743 at [31]–[33], the global assessment methodology comprises four distinct phases: identification and pooling of the matrimonial assets, assessment of the net value of the pool of assets, determination of a just and equitable division of the assets and apportionment on the basis of the proportions of division.

Identification and valuation of the matrimonial assets

7 The starting position for the date of the *identification* of matrimonial assets is the date interim judgment is granted (“the IJ date”), *ie*, 20 April 2018: *ARY v ARX and another appeal* [2016] 2 SLR 686 at [31]. The starting point for the date of the *valuation* of the matrimonial assets is the date of the ancillary matters hearing (“the AM date”), *ie*, 4 April 2019, unless departure from the AM date is warranted by the facts: *TND v TNC and another appeal* [2017] SGCA 34 at [19].

8 At the hearing, the parties agreed that the matrimonial assets should be identified and valued as at the IJ date, save for the Husband’s reservations in relation to the moneys in the Wife’s POSB Bank Account number ending with

⁷ HS at para 50; Plaintiff’s Written Submissions dated 28 March 2019 (“WS”) at para 37(a).

8162.⁸ I adopt the IJ date as the operative date for identification and valuation generally. I consider the Husband's submissions regarding the Wife's bank account below at [30].

9 The parties have largely agreed on the valuation of the assets in the Joint Summary of Relevant Information filed on 28 March 2019 ("JS"). I first set out the agreed assets, followed by the assets disputed to be matrimonial assets and those with disputed values.

Agreed assets

10 The matrimonial assets with agreed values are set out below:

| S/No | Description | Agreed Value (\$) |
|--------------------------------------|---|-------------------|
| Joint assets⁹ | | |
| 1 | POSB Bank Account number ending with 8970 | 0.00 |
| Wife's assets¹⁰ | | |
| 2 | Life insurance policies | 65,664.14 |
| 3 | Central Provident Fund ("CPF") Account | 582,738.13 |
| | Sub-total (A) | 648,402.27 |
| Husband's assets¹¹ | | |
| 4 | CPF Account | 778,428.55 |

⁸ Notes of Evidence ("NE") at p 1.

⁹ JS at p 4, S/N 2.

¹⁰ JS at p 5, S/N 2, 3.

¹¹ JS at p 6, S/N 3-8; NE at p 5.

| | | |
|---|---|--------------|
| 5 | CPF Investment Account number ending with 7220 | 0.00 |
| 6 | Laguna National Club Membership | 4,000.00 |
| 7 | Car | 220,000.00 |
| 8 | Prudential life policy number ending with 9415 | 64,394.29 |
| 9 | Prudential PruLife policy number ending with 1122 | 107,562.70 |
| | Sub-total (B) | 1,174,385.54 |
| | Total [(A) + (B)] | 1,822,787.81 |

Disputed assets and assets with disputed valuations

11 The Wife noted in the JS that the following bank accounts in the Husband's sole name were joint assets but did not dispute their values:¹²

| S/No | Description | Agreed Value (\$) |
|------|---|-------------------|
| 1 | POSB Bank Account number ending with 1427 | 7,043,119.73 |
| 2 | DBS Bank Account number ending with 0560 | 83,672.94 |
| | Sub-total (C) | 7,126,792.67 |

12 The Husband submitted that the SICC Membership in the Wife's sole name was a matrimonial asset.¹³ The Husband and the Wife valued this asset at \$195,000.00 and \$190,000.00 respectively.

13 The matrimonial assets with disputed values are:

¹² JS at p 8, *cf* JS at p 6, S/N 1 and 2; NE at p 5.

¹³ JS at p 8.

| S/No | Description | Husband's Valuation (\$) | Wife's Valuation (\$) |
|-----------------------------------|---|--------------------------|-----------------------|
| Joint assets¹⁴ | | | |
| 1 | Keppel Property | 3,800,000.00 | 4,000,000.00 |
| 2 | POSB Bank Account number ending with 4356 | 496.98 | 502.98 |
| Wife's assets¹⁵ | | | |
| 3 | POSB Bank Account number ending with 8162 | 1,766,909.49 | 1,607,080.73 |

14 I deal with the issues of identification and valuation of each asset in turn.

(1) Husband's POSB Bank Account number ending with 1427 and DBS Bank Account number ending with 0560

15 The valuations of these two bank accounts are not disputed. The Husband also did not dispute that these assets fall within the matrimonial pool.¹⁶ However, although the accounts are in the Husband's sole name,¹⁷ the moneys in POSB Bank Account number ending with 1427 were taken from the parties' joint POSB Bank Account number ending with 4356.¹⁸

16 As for the moneys in DBS Bank Account number ending with 0560, the Husband explained that \$200,007.15 was transferred from his POSB Bank

¹⁴ JS at p 4, S/N 1, 3.

¹⁵ JS at p 5, S/N 3.

¹⁶ HS at para 27 and p 11, S/N 4 and 5.

¹⁷ Husband's AAM at p 89.

¹⁸ NE at p 5.

Account number ending with 1427.¹⁹ The Husband opened the DBS Bank Account number ending with 0560 as he needed cheque facilities, and its balance was \$126,435.87 as at 31 January 2018.²⁰ The balance as at 31 January 2018 differed from the agreed valuation of \$83,672.94 to account for the Husband's living and renovation expenses.²¹ I include the balance of \$83,672.94 in the DBS Bank Account number ending with 0560 in the pool as the Wife did not require the difference between the agreed valuation and the valuation as at 31 January 2018 to be returned to the pool.²²

17 Regardless of the source of the moneys in these two accounts, the two accounts are in the name of the Husband. For the purposes of identification and valuation, it is appropriate to include the agreed balances of the two accounts in the pool as the Husband's assets. How the source of the moneys affect the division of the matrimonial assets is a matter that will be dealt with separately. I will deal with the amount in the Husband's POSB Bank Account number ending with 1427 to be included in the pool below at [28].

(2) SICC Membership

18 It was not disputed that the Wife's parents gifted the SICC Membership to her prior to the marriage.²³ The Husband submitted that it was a matrimonial asset, citing s 112(10) of the Women's Charter:²⁴

(10) In this section, "matrimonial asset" means —

¹⁹ NE at p 6; Husband's 2nd AM Affidavit at pp 127, 144.

²⁰ Husband's 2nd AM Affidavit at p 58.

²¹ NE at p 6.

²² NE at p 6.

²³ Wife's 2nd Ancillary Matters Affidavit sworn on 20 December 2018 ("Wife's 2nd AM Affidavit") at para 25.

(a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

19 The Husband submitted that the SICC Membership was a matrimonial asset that was ordinarily used and enjoyed by the parties for social and recreational purposes, and which was substantially improved by him during the marriage.²⁵ He deposed that the SICC Membership had initially been non-transferable and that the Wife converted it into one that was transferable around the time of the parties’ marriage.²⁶ It was the “present transferable membership” that was “acquired during the marriage”.²⁷

20 I do not agree that what the Husband called the “present transferable membership” is an asset acquired during the marriage. The asset in question is the SICC Membership; its transferability is only a *quality* of the asset. The

²⁴ HS at para 43.

²⁵ HS at paras 43–46.

²⁶ Husband’s 3rd Ancillary Matters Affidavit (“Husband’s 3rd AM Affidavit”) sworn on 15 February 2019 at paras 32–33.

²⁷ HS at para 45.

qualifying words in s 112(10) operate such that s 112(10)(a) does not apply: see *Chen Siew Hwee v Low Kee Guan (Wong Yong Yee, co-respondent)* [2006] 4 SLR(R) 605 (“*Chen Siew Hwee*”) at [37] and [48]. As the SICC Membership was gifted to the Wife prior to the marriage, it is not a matrimonial asset simply by virtue of the parties’ use of it for social and recreational purposes. This finding coheres with the underlying rationale of s 112(10), which centres on “*the recognition of the donor’s intention as well as the concomitant need to prevent unwarranted windfalls accruing to the other party to the marriage*” [emphasis in original]: *Chen Siew Hwee* at [32].

21 The qualifying words in s 112(10) provide that the SICC Membership could have been converted into a matrimonial asset if it was “substantially improved during the marriage” by the non-donee spouse or by both parties: *Chen Siew Hwee* at [34] and [35]. The former requires a direct causal link between the non-donee spouse’s contributions and the substantial improvement of the asset: *Chen Siew Hwee* at [51]. The High Court in *Chen Siew Hwee* at [51] rationalised the Court of Appeal’s decision in *Koh Kim Lan Angela v Choong Kian Haw and another appeal* [1993] 3 SLR(R) 491 on this basis. At [24], the Court of Appeal found that a 20% shareholding in a business was a matrimonial asset even though the shares were given to the husband by his father prior to the marriage. The wife had assisted the husband in the business, and it was their joint efforts that substantially improved the value of the asset.

22 In comparison, the Husband did not establish on the evidence that he made substantial improvements to the SICC Membership, or that such improvements were made by *both* parties in a collaborative way (see *Chen Siew Hwee* at [35]). According to the Husband, it was the Wife who had paid for the

conversion of the SICC Membership around the time of marriage.²⁸ The SICC Membership expenses and subscriptions were around \$171.20 a month.²⁹ To illustrate his contributions to the SICC Membership, the Husband explained that after 2009, the monthly SICC Membership expenses were deducted from the Wife's bank account from the \$2m that he transferred into her account.³⁰

23 In my view, even if the Husband did contribute to the SICC Membership's monthly subscription fees, this cannot be said to have improved the SICC Membership's underlying value. I therefore agree with the Wife³¹ that the SICC Membership is not a matrimonial asset and exclude it from the pool.

(3) Keppel Property

24 The parties obtained formal valuation reports for the Keppel Property. The Husband's and Wife's valuers valued it at \$3.8m³² and \$4m³³ respectively.

25 The Husband submitted that his report was more accurate as it considered two factors that reduced the value of the property which were not addressed in the Wife's report: (a) the property's "private enclosed space", *ie*,

²⁸ HS at para 45.

²⁹ HS at para 46; Husband's 2nd AM Affidavit at para 43.

³⁰ HS at para 46; Husband's 2nd AM Affidavit at para 44.

³¹ WS at para 33.

³² Husband's Supplementary Affidavit sworn on 14 March 2019 ("Husband's Supplementary Affidavit") at p 7.

³³ Wife's Supplementary Affidavit sworn on 5 March 2019 ("Wife's Supplementary Affidavit") at p 8.

an outdoor area that reduced the property's usable indoor space; and (b) the conversion of one bedroom into an entertainment area.³⁴

26 I do not accept the Husband's submission that these two factors were the sole basis for the difference in the parties' valuations. Indeed, the Wife's report referenced a "balcony" attached to the property and the presence of a "partition room" in addition to three bedrooms.³⁵ Since the two valuation reports used similar bases of valuation,³⁶ and there was no ascertainable reason why one valuation should be preferred over the other, I thus adopt the average of \$3.9m as the valuation of the Keppel Property.

(4) Joint POSB Bank Account number ending with 4356

27 The valuations for the balance in this account differed by around \$6. As the parties agreed to value this asset as the IJ date (20 April 2018), I adopt the valuation supported by the bank statement dated 30 April 2018, *ie*, \$496.98.³⁷

28 The Wife deposed that the Husband transferred \$7,236,359.10 from the joint POSB Bank Account number ending with 4356 to his POSB Bank Account number ending with 1427 on 13 December 2016.³⁸ However, the relevant bank documents actually show that the sum transferred was \$7,236,000.00.³⁹

³⁴ HS at para 29.

³⁵ Wife's Supplementary Affidavit at p 6.

³⁶ Wife's Supplementary Affidavit at p 7; Husband's Supplementary Affidavit at p 7.

³⁷ Husband's AAM at p 77.

³⁸ Wife's 2nd AM Affidavit at paras 38–39; WS at para 32.

³⁹ Husband's AEIC at pp 141–142; Husband's AAM at para 25(b); HS at para 31(c).

Regardless of the amount transferred, it is not in dispute that the transferred sum continues to form part of the matrimonial pool.

29 I note that the agreed balance in the Husband's POSB Bank Account number ending with 1427 is \$7,043,119.73, and that transfers were made from this account to the Husband's DBS Bank Account number ending with 0560 (see above at [16]). The Husband has not provided evidence of his expenditures. However, save for pointing this out,⁴⁰ the Wife did not allege that the Husband had wrongfully dissipated any part of the transferred sum. I will therefore not address the difference between the amount transferred in December 2017 and the agreed balance further. I include the balance of \$7,043,119.73 in POSB Bank Account number ending with 1427 in the pool.

(5) Wife's POSB Bank Account number ending with 8162 and allegations of wrongful dissipation

30 The difference between the valuations of this bank account was \$159,828.76, which arises from the different dates of valuation that the parties used.

31 The Husband proposed identifying the balance in this account as at 30 April 2017, being the known value closest to when the Wife left the matrimonial home on 15 December 2016. He submitted that this accounted for the sums she wrongfully dissipated prior to the IJ date, which should be notionally returned to the matrimonial pool.⁴¹ The Wife valued the balance in this account as at June 2018. She also argued at the hearing that the sum of

⁴⁰ NE at p 6.

⁴¹ HS at para 33.

\$159,828.76 had not been wrongfully dissipated, but covered her expenditures after the Husband stopped her credit facilities after 15 December 2016.⁴²

32 At the outset, in so far as the Husband alleges that the wrongfully dissipated sums should be notionally returned to the pool, this is a matter of identification that is conceptually distinct from valuation. If any wrongful dissipation occurred, this should be addressed by notionally adding the dissipated sum to the matrimonial pool, and not necessarily by adopting a valuation date that differs from the IJ or AM dates. Indeed, the courts have been chary of adopting a valuation date other than the IJ and AM dates, as the adoption of a date that is not tied to any legally significant event in the divorce proceedings would be akin to adopting “an unguided discretion”: see *BPC v BPB and another appeal* [2019] 1 SLR 608 (“*BPC*”) at [55].

33 Accordingly, I take the IJ date as the date of valuation for the Wife’s POSB Bank Account number ending with 8162. This is because it would have been reasonable for the parties to expect that they would be free to spend from their bank accounts from the IJ date, this being the date their separation became formalised (see *TBZ v TCA* [2017] SGHCF 18 at [28]). The use of the IJ date in valuing this bank account is also consistent with the use of the IJ date for the valuation of the other bank accounts (see above at [8]). I therefore accept the Wife’s valuation of \$1,607,080.73 (as at 5 June 2018),⁴³ being the valuation closest to the IJ date.

⁴² NE at p 3.

⁴³ Wife’s AAM at p 12.

34 Next, I consider whether the Wife made wrongful dissipations from January 2017 to the IJ date. The Court of Appeal set out the following guidelines in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 (“*TNL*”) at [24]:

[T]he issue is how the court should deal with substantial sums expended by one spouse during the period: (a) in which divorce proceedings are imminent; or (b) after interim judgment but before the ancillaries are concluded. We are of the view that if, during these periods, and whether by way of gift or otherwise, one spouse expends a substantial sum, this sum must be returned to the asset pool if the other spouse is considered to have at least a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure either before it was incurred or at any subsequent time. Furthermore, this remains the case regardless of whether: (a) the expenditure was a deliberate attempt to dissipate matrimonial assets; or (b) the expenditure was for the benefit of the children or other relatives. The spouse who makes such a payment must be prepared to bear it personally and in full. In the absence of consent, he or she cannot expect the other spouse to share in it. *What constitutes a substantial sum is, of course, a question of fact and we do not propose to lay down a hard and fast rule in this regard, except to emphasise that it is not intended to include daily, run-of-the-mill expenses.* [emphasis added]

35 I also considered the High Court’s statements in *AJR v AJS* [2010] 4 SLR 617 at [6] as regards dissipation (albeit in the context of a proposed eight-step methodology for the division of matrimonial assets):

... In my view, the court has a discretion to decide whether or not such a wasteful dissipation of matrimonial assets should be accounted for at all, and if so, the extent to which that wasteful dissipation should be accounted for in order to make the eventual distribution of matrimonial assets just and equitable for the innocent party. Should the court decide that it is just and equitable for the *entire* amount dissipated to be accounted for as part of the matrimonial assets as if the *entire* amount had not been dissipated, then the *entire* amount proved to have been unfairly or unjustly dissipated by that party during the course of the marriage until the date of interim judgment will be notionally added to the total net amount of the matrimonial assets. If the court decides that it is only just and equitable to account for a *fraction* of the entire amount dissipated by the

guilty party, especially where there was no vehement objection from the innocent party at the time the expenditure on the vices were incurred by the guilty party, then only that *fraction* will be added to the total net amount of the matrimonial assets. ... [emphasis in original]

36 According to the Husband, the Wife spent \$972.34 in December 2016.⁴⁴ However, she spent \$230,012.51 from January 2017 to June 2018 from her bank account and on the Husband's credit card, and her average monthly expenses based on that sum were \$12,778.47.⁴⁵ These expenses comprised:⁴⁶

- (a) monthly rental payments of \$4,000.00 to the Wife's mother, whose house the Wife was living in at the time;⁴⁷
- (b) aesthetic treatments, including hair, face, laser pigment therapy and manicure pedicures amounting to approximately \$5,283.25;⁴⁸
- (c) restaurant meals for groups of her friends;⁴⁹
- (d) flowers for the Lunar New Year;⁵⁰
- (e) employment of a domestic helper;⁵¹

⁴⁴ Defendant's Bundle of Documents at p 171; HS at para 35(b).

⁴⁵ HS at paras 25, 35(c), 38, and Schedule 1 paras 5 and 6.

⁴⁶ HS at paras 37, 38; Husband's 2nd AM Affidavit at para 11.

⁴⁷ Husband's 2nd AM Affidavit at paras 23–30.

⁴⁸ Husband's 2nd AM Affidavit at paras 31–33.

⁴⁹ Husband's 2nd AM Affidavit at para 34.

⁵⁰ Husband's 2nd AM Affidavit at paras 35, 36.

⁵¹ Husband's 2nd AM Affidavit at paras 37, 38.

- (f) medical tests, including gastroenterology tests, medical treatments and visits to a psychiatrist and psychologist;⁵²
- (g) grocery expenses;⁵³ and
- (h) exercise classes and gym memberships.⁵⁴

The Husband deposed that the Wife's reasonable monthly expenses amount to \$1,525.40.⁵⁵ However, from January 2017 to June 2018, her monthly withdrawals ranged from \$273.50 to \$53,588.22.⁵⁶

37 I do not agree with the Husband that it was excessive for the Wife to have restaurant meals, hire domestic help and seek medical treatment. He did not adequately show that these were not run-of-the-mill expenses. The Husband himself raised examples to illustrate the parties' comfortable standard of living prior to their separation: they went on extended overseas holidays; the Husband brought the Wife to a Michelin-starred restaurant for a dinner and to a restaurant on her birthday; they always had domestic help throughout the marriage; and he accompanied her and paid for her medical consultations with an endocrinologist, gynaecologist and neurologist when she was concerned about her forgetfulness.⁵⁷ His submission that she should not have eaten at restaurants and sought medical treatment and surgery after their separation is therefore not reasonable.

⁵² Husband's 2nd AM Affidavit at paras 39–41.

⁵³ Husband's 2nd AM Affidavit at para 42.

⁵⁴ Husband's 2nd AM Affidavit at paras 43–46.

⁵⁵ Husband's 2nd AM Affidavit at pp 14–16.

⁵⁶ Husband's 2nd AM Affidavit at pp 220–221.

⁵⁷ HS at para 54; Husband's AAM at paras 40, 79, 80, 91.

38 The Wife explained that she made some big-ticket expenses during the relevant period; for instance, she underwent biopsy surgery in July 2018 to remove five lesions, which cost over \$23,000.⁵⁸ The Wife also provided a breakdown of her expenses from August 2017 to May 2018 in her answers to the interrogatories served on her. To illustrate, she accounted for the respective decreases of \$33,987.39 and \$53,588.82 in her bank account in November 2017 and January 2018 as follows:⁵⁹

| S/No | Item | Expenses (\$) |
|-----------------------------|---|---------------|
| <i>November 2017</i> | | |
| 1 | Cash withdrawals for expenses | 5,577.00 |
| 2 | CPF levy for domestic help | 265.00 |
| 3 | SICC Membership fees | 234.88 |
| 4 | Domestic helper's salary | 650.00 |
| 5 | Legal fees | 22,896.10 |
| 6 | Commissioning fees | 370.00 |
| 7 | Psychiatric sessions | 438.70 |
| 8 | Medical expenses (x-ray, ultrasound, pap smear and mammogram) | 992.70 |
| 9 | Aesthetic treatments | 688.01 |
| 10 | Other day-to-day expenses | Unstated |

⁵⁸ Wife's 3rd Ancillary Matters Affidavit sworn on 15 February 2019 ("Wife's 3rd AM Affidavit") at para 5.

⁵⁹ Wife's Answers to Interrogatories dated 5 November 2018 ("Wife's Answers to Interrogatories") at paras 4(c), 5, 6.

| | | |
|----------------------------|---|-----------|
| Sub-total | | 32,112.39 |
| <i>January 2018</i> | | |
| 1 | CPF levy for domestic help | 265.00 |
| 2 | SICC Membership fees | 171.20 |
| 3 | Domestic helper's salary | 650.00 |
| 4 | Rental of room for 12 months | 48,000.00 |
| 5 | Psychiatric and psychotherapy treatment | 1,357.10 |
| 6 | Legal fees | 2,305.70 |
| 7 | Other day-to-day expenses | Unstated |
| Sub-total | | 52,749.00 |

39 I make the following observations on the Wife's spending.

40 First, there was little information provided about the nature of the Wife's monthly expenditures during the marriage. This was expected because the parties were unlikely to have kept detailed accounts of their spending during the marriage. After January 2017, the Wife acknowledged that she made large cash withdrawals from time to time (*eg*, \$10,000.00 in April 2018)⁶⁰ to pay for her cash expenses and that this was consistent with her practice during the marriage. I accept that as the Wife earned no salary of her own, it was expected that she would have used the moneys in the POSB Bank Account number ending with 8162 for her day-to-day expenses both during the marriage and after the parties' separation. Accordingly, some allowance should be given to account for her

⁶⁰ Wife's Answers to Interrogatories at para 8(e).

spending from this account from January 2017 to the IJ date. This is despite some lack of documentary evidence as to her spending. I am satisfied that the Wife did make substantial efforts to substantiate her expenditure in her answers to the interrogatories. It would be unrealistic to expect her to produce full and complete records accounting for her expenses incurred over 18 months.⁶¹

41 Second, the Wife explained in her answers to the interrogatories that she incurred \$1,223.01 in aesthetic treatments in November 2017 and April 2018.⁶² She elaborated that aesthetic laser pigment therapy was required because her skin “reacted harshly to years of radiation exposure”, and that such treatment had not earlier been required because she had married the Husband when she was 29 years old.⁶³ However, as she failed to substantiate that she routinely received aesthetic treatment during the marriage, I find that this type of spending was excessive especially in the light of the Husband’s claim that she disapproved of such procedures during the marriage.⁶⁴

42 Third, the Wife explained that she made monthly rental payments of \$4,000.00 to her mother for expenses in lieu of rental of a three-bedroom private condominium apartment akin to the matrimonial home which the Husband continued to live in. This putative rental sum covered her share of electricity, water and laundry expenses.⁶⁵ In total, she paid her mother \$72,000.00.⁶⁶ I agree

⁶¹ Wife’s Answers to Interrogatories at para 4(l).

⁶² Wife’s Answers to Interrogatories at paras 5(g), 8(h).

⁶³ Wife’s 3rd AM Affidavit at paras 18–19.

⁶⁴ Husband’s 2nd AM Affidavit at para 32.

⁶⁵ Wife’s Answers to Interrogatories at paras 6(c)–6(g), 11; Wife’s 3rd AM Affidavit at para 17.

⁶⁶ Wife’s Answers to Interrogatories at paras 10–12.

with the Husband that these payments called for explanation. A payment of \$48,000.00, ostensibly to account for 12 months' rent in 2017, was only made to the Wife's mother in January 2018 after the Wife had lived rent-free at her parents' home for a year. The other rental payments were also not made on a regular basis. There was no evidence showing the basis upon which this rental sum was arrived at, or showing that the Wife's mother treated these payments as rental, *eg*, by showing income tax statements reflecting her rental income earned.⁶⁷ While it would have been reasonable for the Wife to pay a sum to her parents to cover rent and her living expenses, the payments of \$4,000.00 a month appear slightly excessive.

43 It is only to be expected that the Wife would incur daily living expenses after she left the Husband and started a new life. Moreover, the Husband's submission that her reasonable expenses should be \$1,525.40 per month is on the low side, and is premised on her receiving free accommodation from her own family. On balance, after taking into account the Husband's allegations of the Wife's wrongful dissipation, and her spending on reasonable day-to-day expenses and other expenses that she reasonably incurred, I add a sum of \$40,000.00 to the matrimonial pool against the Wife for wrongful dissipation. This is very much a rough figure in the round, based on the available evidence. I should add that even if the entire amount of \$230,012.51 which the Wife spent from the account and on the Husband's credit cards between January 2017 and June 2018 (see above at [36]) is returned to the pool, it would only make a difference of less than 2% to the total value of the matrimonial assets that is arrived at below at [45].

⁶⁷ Husband's 2nd AM Affidavit at para 27.

Total pool of matrimonial assets

44 In summary, for the disputed assets and assets with disputed values, I set out in the table below the valuations by the parties and the valuations which I have adopted:

| Asset | Husband's Valuation (\$) | Wife's Valuation (\$) | Court's Valuation (\$) |
|---|---------------------------------|------------------------------|-------------------------------|
| Joint Assets | | | |
| Keppel Property | 3,800,000.00 | 4,000,000.00 | 3,900,000.00 |
| POSB Bank Account number ending with 4356 | 496.98 | 502.98 | 496.98 |
| Sub-total (A) | | | 3,900,496.98 |
| Wife's Assets | | | |
| POSB Bank Account number ending with 8162 | 1,766,909.49 | 1,607,080.73 | 1,607,080.73 |
| Sub-total (B) | | | 1,607,080.73 |
| Husband's Assets | | | |
| POSB Bank Account number ending with 1427 | - | - | 7,043,119.73 |
| DBS Bank Account number ending with 0560 | - | - | 83,672.94 |
| Sub-total (C) | | | 7,126,792.67 |
| Total [(A) + (B) + (C)] | | | 12,634,370.38 |

45 The total value of the matrimonial assets is \$14,497,158.19 as set out:

| Class of Assets | Value (\$) | Reference |
|--|---------------|------------|
| Assets with agreed values | 1,822,787.81 | [10] above |
| Sum wrongfully dissipated by the Wife to be notionally added to the matrimonial pool | 40,000.00 | [43] above |
| Disputed assets and assets with disputed values | 12,634,370.38 | [44] above |
| Total | 14,497,158.19 | |

Division of matrimonial assets

46 The Wife submitted that she should be awarded 40% of the matrimonial pool under the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) for the division of the assets.⁶⁸ As explained in *TYU v TYV* [2017] SGHCF 8 (“*TYU*”) at [31], the structured *ANJ* approach involves the following steps:

- (a) express as a ratio the parties’ direct contributions relative to each other, having regard to the amount of financial contribution each party made towards the acquisition or improvement of the matrimonial assets;
- (b) express as a second ratio the parties’ indirect contributions relative to each other, having regard to both financial and nonfinancial contributions; and
- (c) derive the parties’ overall contributions relative to each other by taking an average of the two ratios above (the derived ratio shall hereinafter be referred to as ‘average ratio’), keeping in mind that, depending on the circumstances of each case, the direct and indirect contributions may not be accorded equal weight, and one of the two ratios may be accorded more significance than the other. Adjustments may also be made taking into consideration other relevant factors under ss 112 or 114(1) of the [Women’s Charter].

⁶⁸ WS at para 30.

47 The Husband proposed distribution in the proportions of 85:15 between the Husband and Wife, under both the *ANJ* approach as well as the precedents-based approach in *TNL*.⁶⁹ As regards the latter, he referred to the Court of Appeal’s statements in *TNL* at [44] and [46] that the structured *ANJ* approach does not apply to Single-Income Marriages. In such cases, the court reaches a just division by the use of trends and precedents and with reference to the factors in s 112(2) of the Women’s Charter: see *UBM v UBN* [2017] 4 SLR 921 (“*UBM*”) at [33] and [55].

48 I disagree with the Husband that the two approaches in *ANJ* and *TNL* can both be applied in a single case. The two approaches are mutually exclusive; whether the *ANJ* approach applies depends on whether the marriage is dual-income or single-income: *BPC* at [95].

49 The High Court in *UBM* considered a “Single-Income Marriage” to be one where “one party is *primarily* the breadwinner and the other is *primarily* the homemaker” [emphasis in original] (at [50]). A spouse may be the primary homemaker even if he or she worked for a part of the marriage. In *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) 659 (“*Yow Mee Lan*”), which was classified as a long Single-Income Marriage in *TNL* at [51], the wife worked continuously during the 26-year marriage for third parties and the husband. The High Court in *UBM* at [52] emphasised that the court is to qualitatively assess the roles played by each spouse in the marriage relative to the other. Accordingly, it considered *Yow Mee Lan* to be a case where there was a clear demarcation of responsibility between the parties: the husband focused entirely on his business while the wife supported him by running the household.

⁶⁹ HS at paras 48, 50.

50 While the Wife worked for six years after the marriage, the parties did not dispute that the Husband was the primary breadwinner for majority of the marriage of 26 years and that the matrimonial pool was largely accrued through his efforts. It was on this basis that the Wife submitted at the hearing that her direct financial contributions were between 3.07–6.13% of the matrimonial pool, depending on the court’s findings on the disputed matrimonial assets.⁷⁰ In my view, this was a Single-Income Marriage, especially in light of the rationale for the *TNL* approach being that the application of the structured *ANJ* approach should be reconsidered where it severely disadvantages a non-working spouse *vis-à-vis* a working spouse (at [44]).

51 As this case involved a Single-Income Marriage, I do not apply the structured *ANJ* approach, and turn to consider the relevant precedents and the factors in s 112(2) of the Women’s Charter.

52 In cases involving long Single-Income Marriages, the courts tend towards an equal division of the matrimonial assets: *TNL* at [48]. In *BOR v BOS and another appeal* [2018] SGCA 78 (“*BOR*”), the Court of Appeal explained at [111] that *TNL* involved a marriage of some 35 years, and that the relevant precedents classified as “long Single-Income Marriages” in *TNL* involved marriages of between 26 to 30 years. In “moderately lengthy marriages” in the range of 15 to 18 years, the courts have awarded the homemaker wife about 35% to 40% of matrimonial assets in precedent cases: *BOR* at [113], citing *ATT v ATS* [2013] 2 SLR 859.

⁷⁰ NE at p 7.

53 The Court of Appeal’s statements in *BOR* at [113] are largely borne out by the three precedents (decided pre-*TNL*) involving childless marriages which the Husband helpfully highlighted in his submissions.⁷¹

54 In *Chen Siew Hwee*, the High Court awarded division of 65:35 between the husband and the wife. While there were no children to their 17-year marriage, the husband had a son from his first marriage. The wife’s non-financial contributions included looking after the husband’s needs and helping on various occasions to look after her in-laws. However, these non-financial contributions were not very substantive or systematic, despite some evidence that the wife occasionally cared for her step-son (at [66]). The 65:35 division was premised on the non-inclusion of shares gifted to the husband in the matrimonial pool, which were of “enormous value”. As the wife had done nothing to enhance the value of the shares, the High Court observed that if the shares were included in the matrimonial pool, granting her 35% of the value of the shares would neither be just nor equitable (at [67]).

55 In *Woon Wee Lee v Koh Ai Hua* [2012] SGHC 128, the marriage lasted some 35 years, the parties having married in 1975 and interim judgment being granted in 2011. While the parties were living in Leeds in the early years of the marriage, the wife earned income distributing flyers, sorting vegetables in a factory and waiting tables, and her income provided substantially for the parties’ expenses as the husband was still studying. When the husband was gainfully employed in Macau, the wife started a business teaching flower arrangements and making clothes (at [35]). The High Court awarded the wife 40% of the assets and held at [40] that she had “contributed significantly to the welfare of

⁷¹ HS at paras 62–64.

the family particularly in the early years of the marriage when parties had very little money”. She made significant contributions at the outset of the marriage when the parties were poor, and continued working and contributing (albeit to a lesser extent) even after the husband obtained his PhD and was gainfully employed (at [42]).

56 In *TXW v TXX* [2017] 4 SLR 799 (“*TXW*”), the High Court ordered division of 65:35 to the husband and the wife. The marriage lasted nearly 22 years and the matrimonial asset pool was valued at \$14.4m. The husband was the sole breadwinner and the wife did not provide any direct contributions to the marriage. The wife submitted that she hosted parties for the husband’s clients and colleagues, supervised the domestic helpers in the running of the household, and drove the husband to work. The High Court held that the wife’s contributions in supporting the husband at home and in his career ought to be sufficiently recognised (at [36]), and arrived at the final division ratio after also taking into account the Husband’s inability to fully account for every sum relating to his expenditure (at [47]).

57 In the present case, I award distribution in the proportions of 62.5:37.5 between the Husband and the Wife. In so doing, I considered the following factors relevant and adopted a “broad brush” approach which does not require nor encourage the meticulous particularisation of each party’s respective contributions: *UYP v UYQ* [2019] SGHCF 16 (“*UYP*”) at [45].

- (a) This was a long marriage that lasted 26 years until interim judgment was granted. The High Court in *UYP* held at [16] (citing *Loh Swee Peng v Chan Kui Kok* [2015] 3 SLR 1 at [33]) that the length of the marriage is a highly relevant and significant factor in the division of assets involving a long marriage.

(b) Both parties worked for the first six years of the marriage. However, although the Wife claimed to have supported the Husband during these years to the extent of depleting her bank accounts to pay for his personal expenses, I believed the Husband's account that this was not completely accurate as he had worked in his profession for a few years by 1992, and was by then financially independent.⁷²

(c) I believed the Wife that her decision to stop work in 1998 was influenced by the parties' joint desire to have children. As the parties were unable to conceive a child naturally, she underwent various artificial conception procedures from 2000 to 2003 but was ultimately unsuccessful in conceiving a child.⁷³ These were contributions she made to the marriage and the parties' relationship, even if, as the Husband claims, she decided to stop trying for children around 2003 when she turned 40.⁷⁴

(d) The parties disputed whether the Husband encouraged the Wife to return to work after 2003.⁷⁵ I accept that the family's financial burdens might have been reduced if the Wife had returned to work. But I also observe that the parties were in agreement that the Wife was a thrifty and budget-conscious person who was frugal during the marriage, preferring for instance to take public transport instead of renewing her

⁷² Wife's 2nd AM Affidavit at para 16; Husband's 3rd AM Affidavit at para 18.

⁷³ Husband's AAM at paras 41, 42.

⁷⁴ Husband's AAM at para 45.

⁷⁵ Wife's 2nd AM Affidavit at para 29; Husband's 3rd AM Affidavit at paras 19–22.

certificate of entitlement to obtain a car.⁷⁶ Given this fact, I do not consider that the Wife's decision not to work placed the family's finances at risk. The Husband enjoyed significant earning power that the Wife was unlikely to have matched even if she had returned to the workforce. This was especially so given that, as the Husband claimed, the Wife was not in a high paying job and his salary soon exceeded hers shortly after marriage.⁷⁷

(e) The comfortable lifestyles that the parties enjoyed and the sizeable matrimonial pool were accrued as a result of the Husband's efforts.

(f) The Wife's homemaking efforts were not phenomenal or substantive especially when the parties lived in the Husband's mother's home from 1992 to 1998 where there was domestic help to take care of the house.⁷⁸ After the parties moved out into their first matrimonial home in 1998, the Wife ran the household with domestic help. There were no children to the marriage and the Wife was not working at the time, although she claimed to cook for the Husband, which he disputed.⁷⁹ Regardless, I accept that she would have taken on some managerial role to ensure the smooth running of the household (with all the accompanying logistical requirements), and this role is as essential and

⁷⁶ Husband's AAM at paras 50 and 72; Wife's 2nd AM Affidavit at para 28; Husband's 2nd AM Affidavit at paras 8 and 9; Husband's 3rd AM Affidavit at para 28.

⁷⁷ Husband's 2nd AM Affidavit at para 53.

⁷⁸ Husband's AAM at paras 24(a), 31; HS at p 45.

⁷⁹ Wife's 2nd AM Affidavit at para 31; Husband's 3rd AM Affidavit at para 36.

important as the direct performance of the chores itself: *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 at [20].

(g) The Husband's main recreational sport was playing golf, and his circle of friends gathered at SICC and bonded over golf. He was able to frequently engage in this hobby only because the Wife extended the spousal privileges under her SICC Membership to him.⁸⁰

(h) The parties did not actively invest or manage the assets acquired during the marriage and blamed each other for this state of affairs. The Husband submitted that the Wife made no efforts to invest his funds or to rent out a residential property that was left vacant for 10 years before it was sold.⁸¹ The Wife responded that she had advised her Husband to consult her sister (who was working in the finance industry) for investment advice, and that it was he who had refused to rent the property.⁸² It is not necessary for me to attribute blame to either party, but I note that the parties collectively failed to capitalise on their matrimonial assets.

(i) Both parties alleged unreasonable behaviour by the other party in their affidavits. The Wife claimed that she was subjected to verbal and emotional abuse which necessitated psychiatric and psychological treatment after the marriage.⁸³ The Husband deposed that the Wife became very involved in religious activities after 2003 and that such

⁸⁰ Husband's AAM at para 65; Husband's 2nd AM Affidavit at para 60; Husband's 3rd AM Affidavit at para 34; Wife's 2nd AM Affidavit at para 25.

⁸¹ HS at para 55(c).

⁸² Wife's 2nd AM Affidavit at paras 34, 36.

⁸³ Wife's 3rd AM Affidavit at para 36.

endeavours of hers required him to sacrifice his own needs and comfort.⁸⁴ While I considered these allegations (which both parties denied) in the round, I echo the High Court’s caution in *TXW* at [35] that amplifying fault in substantive ancillary matters does not sit well with Parliament’s intention to adopt a “no fault” divorce regime to minimise acrimony and support the harmonious resolution of family disputes.

Apportionment of the matrimonial assets

58 The total pool of matrimonial assets is valued at \$14,497,158.19 (see above at [45]). Applying a division of 62.5:37.5 between the parties, the Husband is entitled to \$9,060,723.87 (62.5%) and the Wife is entitled to \$5,436,434.32 (37.5%).

59 The Wife’s assets are valued at \$2,255,483.00, and comprise:

| S/No | Assets | Value (\$) | Reference |
|------|---|--------------|------------|
| 1 | Life insurance policies | 65,664.14 | [10] above |
| 2 | CPF Account | 582,738.13 | [10] above |
| 3 | POSB Bank Account number ending with 8162 | 1,607,080.73 | [44] above |
| | Total | 2,255,483.00 | |

60 The amount that remains payable by the Husband is \$3,180,951.32 (being \$5,436,434.32 – \$2,255,483.00). I leave it to the parties to decide how the necessary transfers are to be made within a six-month time frame. This is to take into consideration how the joint assets (the Keppel Property and the POSB

⁸⁴ Husband’s AAM at paras 55–61.

Bank Account number ending with 4356) are to be dealt with. In this regard, I note that the Husband would like to keep the Keppel Property, and the Wife has no objections to him doing so. She also has no objections to him keeping the car.⁸⁵

Maintenance for the Wife

61 Maintenance ordered pursuant to s 114 of the Women's Charter endeavours to place the parties in the financial position in which they would have been if the marriage had not broken down. The court's power to order maintenance plays only a supplementary role to its power to order a division of matrimonial assets, and the court will take into account a wife's share of the matrimonial assets upon division when assessing the appropriate quantum of maintenance to be ordered: *ATE v ATD and another appeal* [2016] SGCA 2 at [31]–[33].

62 The Wife submitted that she should receive a lump sum maintenance of \$1.2m.⁸⁶ This would account for her monthly expenses of \$7,428.00,⁸⁷ her standard of living during the marriage, and the fact that she has no earning capacity, no property to her name and no financial resources.⁸⁸ The Husband responded that she should be awarded no maintenance as her share of the matrimonial assets will be more than sufficient to address her needs. He also disputed the reasonableness of some of her claimed monthly expenses.⁸⁹

⁸⁵ NE at p 2.

⁸⁶ WS at paras 35–36.

⁸⁷ Wife's AAM at para 14.

⁸⁸ WS at p 19.

⁸⁹ HS at paras 76–81.

63 In *TXW*, the High Court did not award maintenance to the 52-year-old wife and observed at [48] that her 35% share of the matrimonial assets amounted to \$5m, and that she would be able to purchase a home for herself and still have substantial assets remaining. If she managed the remaining assets well, this share of the assets should generate reasonable yields for her future maintenance. Furthermore, it was pertinent to consider under s 113 of the Women's Charter that the husband was over 71 years old and had health issues.

64 The Court of Appeal similarly did not order maintenance for the wife in *BOR* as the wife was awarded assets worth over \$9m, and would have income sufficient for her maintenance if she managed the assets properly (at [119]).

65 In my view, an order of no maintenance for the Wife is appropriate. I take into consideration that the Husband is retired and no longer drawing an income. Both parties are now essentially living off the earnings that the Husband made during the marriage. The Wife's share of matrimonial assets is also substantial, being \$5,423,684.32, and is mostly liquid in nature. If this sum is properly managed and invested, she should have sufficient income for her maintenance.

Costs

66 Costs are generally not ordered in matrimonial cases: *TYU* at [45]. I did not consider that the conduct of the parties required an order of costs to be made against a particular party to incentivise good litigation conduct: *TYU* at [45]; *JBB v JBA* [2015] 5 SLR 153 at [33].

67 I encourage the parties to agree on the issue of costs, including the option of each of them bearing their own costs. If there is no agreement, parties are to

file and exchange submissions on the issue of costs (limited to ten pages) within 21 days from the date of this judgment.

Conclusion

68 For the reasons above, I make the following orders:

- (a) Distribution of the matrimonial assets in the proportions of 62.5:37.5 between the Husband and the Wife, with the Husband to transfer \$3,180,951.32 to the Wife within six months from the date of this judgment.
- (b) No maintenance for the wife.
- (c) Liberty to apply.

Tan Puay Boon
Judicial Commissioner

Helen Chia-Thomas (Keystone Law Corporation) for the plaintiff;
Sim Bock Eng, Chan Yu Xin and Celeste Tan (WongPartnership
LLP) for the defendant.
