

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2019] SGHCF 26**

Divorce (Transferred) No 5309 of 2014

Between

**UZM**

*... Plaintiff*

And

**UZN**

*... Defendant*

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**JUDGMENT**

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

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**UZM**

**v**

**UZN**

**[2019] SGHCF 26**

High Court (Family Division) — Divorce (Transferred) No 5309 of 2014

Tan Puay Boon JC

14, 21 January, 8 March 2019; 23 May 2019

19 December 2019

Judgment reserved.

**Tan Puay Boon JC:**

### **Introduction**

1 The plaintiff (“the Husband”) and the defendant (“the Wife”) were married on 21 May 2000. There are no children to the marriage.

2 The Husband filed a writ for divorce on 14 November 2014 and the Wife filed a defence and counterclaim on 16 December 2014. Interim judgment (“IJ”) was granted on an uncontested basis on 24 March 2016, on the grounds that both parties had behaved in such a way that the other party could not reasonably be expected to live with them. In all, the marriage lasted 14 years before the parties separated and it was dissolved two years later.

3 The matters that lie for determination are the division of matrimonial assets, maintenance for the Wife and costs.

**Background facts**

4 The Husband, currently aged 55 years old, is a practising lawyer. The Wife, currently aged 47 years old, is presently unemployed. The Husband is an equity partner of a legal partnership, [P] LLP. The Husband established [P] LLP with another equity partner in May 2010. He was previously a partner of another law firm, M/S [T] & Co, a sole proprietorship, from 2008 to 2010. The Wife was employed as an administrator at a different legal firm from 2001 to 2008. She joined [P] LLP in 2010, where she was employed as a manager.<sup>1</sup>

5 After the marriage, the parties lived with the Husband's parents at the WP Property, which is now held by the Husband and his father as tenants-in-common in equal shares.

6 According to the Wife, she discovered evidence of the Husband's adultery in around August 2013. It appeared that he dismissed her from [P] LLP in August 2013.<sup>2</sup> She temporarily moved out from the WP Property around that period and permanently moved out in February 2014.<sup>3</sup>

7 In 2012, the Wife purchased two properties, the 16G Property in her sole name, and the 18G Property with her brother-in-law. The two properties were completed in 2016. The Wife's sale of the 16G Property was completed in May 2018. She continues to hold the 18G Property with her brother-in-law as tenants-in-common in equal shares.

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<sup>1</sup> Wife's affidavit of assets and means dated 15 September 2016 ("Wife's AAM") at p 74.

<sup>2</sup> Wife's AAM at para 40.

<sup>3</sup> Wife's AAM at para 100.

**Division of matrimonial assets**

8 Many cross-applications and affidavits were filed throughout the course of the divorce proceedings. Some of the affidavits touched upon matters relating to the conduct of the parties which were not strictly relevant. In reaching my decision, I only took into consideration information that was relevant to disposing of the issues at hand. The expeditious disposal of the proceedings was also not helped by the slow responses of the Husband in providing the requisite information, *eg*, that which related to the valuation of [P] LLP of which the Husband is an equity partner.<sup>4</sup>

9 As a general position, all matrimonial assets and liabilities should be identified as at the time of the IJ (“IJ date”), *ie*, 24 March 2016, and valued at the time of the ancillary matters hearing (“the AM date”), *ie*, 14 January 2019. The balances in the bank and Central Provident Fund (“CPF”) accounts are to be taken at the time of the IJ. As such, the matrimonial assets are the moneys and not the bank and CPF accounts themselves. In general, for the other assets, the available values as close to the AM date as possible will be used. Nevertheless, in this decision, I adopt the values which the parties specifically agreed to use for the relevant assets or liabilities, as reflected in the updated joint summary of relevant information filed on 7 March 2019 (marked as “JSRI-3”). Where there was no agreement on the values in the JSRI-3, I adopt those values which are supported by the available documentary evidence.

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<sup>4</sup> Wife’s affidavit in reply to the Husband’s affidavit of assets and means dated 16 September 2016, dated 28 June 2018 (“Wife’s 28 June 2018 affidavit”) at paras 6–11.

***Identification and assessment of the matrimonial assets****Preliminary observations regarding the immovable properties*

10 Before setting out the various matrimonial assets and their values, I make some observations regarding the three immovable properties.

11 First, the Wife stated in the JSRI-3 that the Husband had promised to give her the 18G Property and that it should not be subject to division.<sup>5</sup> She accepted in her submissions, however, that the 18G Property was to be divided between the parties if its related liabilities were also included in the pool.<sup>6</sup> She made a similar submission that she should be entitled to a half share of the WP Property as the Husband had allegedly made a promise to this effect. I include both properties in the pool and address her contentions below.

12 Second, the Wife and the Husband respectively co-own the 18G Property and the WP Property with third parties. The Wife and her brother-in-law hold the 18G Property and the Husband and his father hold the WP Property as tenants-in-common in equal shares. The WP Property was previously held in joint tenancy between the Husband and his father after the father included the Husband as a joint tenant by way of a gift in June 2006. The Husband's father severed the joint tenancy in October 2018.<sup>7</sup>

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<sup>5</sup> Joint Summary of Relevant Information dated 7 March 2019 ("JSRI-3") at p 8.

<sup>6</sup> Wife's ancillaries written submissions dated 2 January 2019 ("WWS") at para 47.

<sup>7</sup> Wife's brother-in-law's affidavit dated 15 October 2018 at para 4; Husband's affidavit dated 18 October 2018 at para 6.

13 Bearing in mind that third parties have interests in the immovable properties, I took heed of the Court of Appeal’s statements in *UDA v UDB and another* [2018] 1 SLR 1015 (“*UDA*”) at [56]–[58]:

56 If the property is legally owned by the third party, then the following options will be available to the court and the spouses.

...

(d) ... [the] spouse [who claims the property to be a matrimonial asset] may ask the court to determine whether the asset is a matrimonial asset without involving the third party’s participation at all or making an order directly affecting the property. This is Option 1.

57 In respect of [56(d)] above, the family justice court should only take Option 1 if both spouses agree to it, as this course could result in the disputed asset being treated as a matrimonial asset and adjustments being made in the division of other assets to account for its value when in separate proceedings later it may be determined that the third party was both the legal and the beneficial owner of the property and neither spouse had any interest in it at all. Thus, the result of taking Option 1 may be to prejudice the spouse who has had to account to the other for the value of an item of property which turns out not to be a matrimonial asset. By the time of the separate action the s 112 proceedings may have completed and no adjustments may be possible to reflect the decision made in the third party’s separate proceedings. ... We should add that Option 1 would not be viable if the disputed asset is the main or only substantial asset available for division.

58 The other situation is where the property is in the name of one of the spouses and the third party is a ‘shadowy’ figure in the wings whom that spouse claims has an interest in the property but no order is sought by or against the third party directly. In such a case, because no order is sought by or against the third party, it is permissible for the court to make an order exercising its powers under s 112 because the only parties directly affected by the order will be the parting spouses. This, again, is an Option 1 course. The choice of Option 1 would have the same risks for the spouses as alluded to in [57] above. Thus, for instance, the spouse in whose name the property stands, having been ordered to share the value of the property with the other spouse, may later find he or she has to account to the third party for such value or to transfer the property outright to the third party. This is because the determination of

the ownership of the disputed property in the s 112 proceedings will not bind the third party who may challenge it in separate proceedings. But that is the risk the spouse takes by not seeking an order that will bind the third party. ...

14 At a pre-trial conference before the ancillary matters hearing (“AM hearing”) started, counsel for the parties were asked to inform the affected third parties (*ie*, the Wife’s brother-in-law and the Husband’s father) to assert their positions on their claims on the properties that they jointly owned, and also their positions on any orders which require disposition of those properties. The Wife’s brother-in-law filed an affidavit on 15 October 2018 for the purposes of the proceedings affirming that he and the Wife were tenants-in-common of the 18G Property, but did not state his position in relation to any orders that the court might make. Although the Husband’s father did not file a similar affidavit, I consider him a “shadowy” figure in the wings: *UDA* at [58]. Both parties’ counsel informed me at the hearing on 14 January 2019 that the third parties will not be participating in these proceedings, and were aware that their respective interests may be affected if there is an order for sale.<sup>8</sup>

15 In the circumstances, I consider the present proceedings to involve an “Option 1” situation. The parties agreed that their respective shares in the immovable properties were matrimonial assets and that their values would be equivalent to half of the gross value of the properties.<sup>9</sup> Since no order is sought by or against the third parties, I proceed to exercise my jurisdiction under s 112 of the Women’s Charter (Cap 353, 2009 Rev Ed) (“WC”) to divide the matrimonial pool.

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<sup>8</sup> Notes of Evidence (“NE”) 14 Jan 2019 at p 2.

<sup>9</sup> NE 14 Jan 2019 at p 2; JSRI-3 at pp 8 and 10.

*Agreed assets*

16 The parties agree on the following matrimonial assets and their respective gross values:

S/No	Description	Agreed value (\$)
<b>Wife's assets</b>		
1	½ share of the 18G Property	425,000.00 <sup>10</sup>
2	CPF Account	76,458.86 <sup>11</sup>
3	POSB Account No -4942	1,104.06 <sup>12</sup>
4	DBS Account No -0943	79.43 <sup>13</sup>
5	POSB Account No -1736	0.00 <sup>14</sup>
	<b>Sub-total (A)</b>	502,642.35

17 I also include in the matrimonial pool the assets in the Husband's name whose identities were not disputed by the Wife. Absent the Wife's express agreement in the JSRI-3 and her written submissions, I adopt those values that are supported by documentary evidence:

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<sup>10</sup> JSRI-3 at p 8.

<sup>11</sup> JSRI-3 at p 8.

<sup>12</sup> JSRI-3 at p 9.

<sup>13</sup> JSRI-3 at p 9.

<sup>14</sup> JSRI-3 at p 9.

S/No	Description	Value (\$)
<b>Husband's assets</b>		
1	½ share of the WP Property	1,500,000.00 <sup>15</sup>
2	Surrender value of AIA Asset Builder policies (as at August 2016)	108,750.37 <sup>16</sup>
3	Shares (as at 31 January 2017)	1,252.80 <sup>17</sup>
4	UOB Account No -7862 (as at 31 August 2016)	367.92 <sup>18</sup>
5	UOB I-Account No -8842 (as at 31 August 2016)	39.68 <sup>19</sup>
6	UOB Account No -1466 (as at 31 August 2016)	0.00 <sup>20</sup>
7	UOB HomePlus Account No -6446 (as at 31 August 2016)	17.84 <sup>21</sup>
8	CPF Account (as at 14 September 2016)	44,560.05 <sup>22</sup>
9	Gold chains, rings and two watches	30,000.00 <sup>23</sup>

<sup>15</sup> JSRI-3 at p 10.

<sup>16</sup> JSRI-3 at pp 10, 11; *cf* WWS at p 3; Husband's affidavit of assets and means dated 16 September 2016 ("Husband's AAM") at pp 55, 57.

<sup>17</sup> JSRI-3 at p 11, *cf* Husband's reply affidavit in FC/SUM 1044/2017 dated 10 April 2017 at p 19.

<sup>18</sup> Husband's AAM at pp 9, 66.

<sup>19</sup> Husband's AAM at pp 9, 70.

<sup>20</sup> Husband's AAM at pp 9, 74.

<sup>21</sup> Husband's AAM at pp 9, 74.

<sup>22</sup> JSRI-3 at p 11; *cf* Husband's AAM at p 61.

<sup>23</sup> JSRI-3 at p 11; Husband's AAM at p 10.

	<b>Sub-total (B)</b>	1,684,988.66
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18 The values of the immovable properties in the tables above are the properties' gross values. The outstanding liabilities on the properties are disputed and will be addressed at [53] and [55].

19 For the avoidance of doubt, I find that the WP Property is a matrimonial asset by virtue of its use by the parties as their matrimonial home from May 2000 to February 2014: see s 112(10) of the WC. As the parties did not live in the 16G Property or the 18G Property at any point, neither Property constituted the matrimonial home.

*Assets with disputed valuations*

(1) The Husband's earnings from and share in [P] LLP

20 The Wife sought a half share in the profits or earnings of [P] LLP. The Husband argued that her claim was disentitled by virtue of s 36G(1) of the Legal Profession Act (Cap 161, 2009 Rev Ed) ("LPA"), which disallows a person who is not a regulated legal practitioner from "shar[ing] in the profits of, any Singapore law practice ... unless the individual is registered under [s 36G]". Furthermore, the Wife's work in the firm was merely administrative, and she was entitled only to her salary.<sup>24</sup>

21 I disagree that s 36G(1) of the LPA precludes the Husband's earnings from [P] LLP from being regarded as a matrimonial asset. To be clear, s 36G(1) would disallow the Wife from seeking a direct share in the law firm's profits

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<sup>24</sup> Husband's Written Submissions dated 2 January 2019 ("HWS") at paras 37–49.

through a profit sharing arrangement with its partners. However, it does not operate in the context of the division of assets under s 112 of the WC. The Husband established [P] LLP in 2010, and his earnings and share in the firm are matrimonial assets as they were acquired during the marriage (s 112(10)(b) of the WC), just as how a spouse's earnings from and share in any other commercial venture would be considered matrimonial assets.

22 Both parties appointed accounting experts to value the Husband's earnings and share in [P] LLP. The expert reports they prepared were helpful in valuing these earnings and the Husband's share in the partnership. The Wife's accounting expert concluded that the Husband earned \$4,662,871.00 from 2009 to 2016,<sup>25</sup> and the Husband's accounting expert concluded that he earned \$4,549,959.00 from Year of Assessment ("YA") 2011 to YA 2017.<sup>26</sup> The Wife submitted that the Husband's earnings in their totality should be included in the matrimonial pool.<sup>27</sup>

23 I first deal with the Husband's earnings. In my view, the Husband's earnings as reflected by an accounting analysis of, *inter alia*, [P] LLP's financial statements and his yearly income tax statements cannot be included wholesale in the matrimonial pool. Firstly, at least some of his earnings would already be included in the pool in the form of the other assets, *eg*, the bank account balances. Secondly, their wholesale inclusion would not give allowance for the Husband's reasonable living expenses from 2009 to 2016. I do not accept the Wife's submission that the Husband's expenses in relation to, *inter alia*, his

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<sup>25</sup> Wife's expert's expert report dated 1 November 2018 ("ES Report") at para 10.3.

<sup>26</sup> Husband's expert's expert report dated 27 December 2018 ("WJW Report") at para 3.29.

<sup>27</sup> Wife's ancillaries further submissions dated 14 January 2019 ("WWS2") at paras 5, 7.

insurance payments, transport and socialising were not “justifiable expense[s] that should not be subject to division”.<sup>28</sup> She must go further to show that these expenses were unlawful dissipations of the matrimonial assets such that they should be notionally added to the matrimonial pool. For reference, the Court of Appeal in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 (“*TNL*”) at [24] provided the following guidelines on how allegations of wrongful dissipation are to be addressed:

... [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]

24 The Wife has not adequately substantiated an allegation of wrongful dissipation. As such, I prefer to analyse this issue of the Husband’s earnings in terms of whether he has sufficiently discharged his duty to make full disclosure of his assets and whether an adverse inference should be drawn against him for failing to do so. In this regard, the Wife alleged that the Husband’s expenses were vague and unsubstantiated, and that he made withdrawals that he failed to

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<sup>28</sup> See WWS2 at paras 21, 28.

substantiate. For instance, although his UOB Account No -7862 had a balance of \$51,461.88 as at September 2013, it had a balance of \$0.00 by October 2016. The Wife submitted that the Husband was unable to provide a reasonable and reliable explanation on his earnings, and that her share of the disclosed assets should be uplifted by 20% to account for his undisclosed assets.<sup>29</sup>

25 In *BOR v BOS and another appeal* [2018] SGCA 78 (“*BOR*”), the Court of Appeal stated at [75]:

... The court should not draw an adverse inference unless (a) there is a substratum of evidence which establishes a *prima facie* case against the person against whom the inference is to be drawn; and (b) that person has some particular access to the information he is said to be concealing or withholding ...

26 On his part, the Husband deposed that he spent \$310,000.00 from 2010 to 2016 on the following: \$120,000.00 on pilgrimage trips to India; gifts of \$110,000.00 to various relatives; \$40,000.00 on traffic accident repairs; and \$40,000.00 on astrological advice. He also deposed that his yearly expenses were \$280,000.00 to \$300,000.00.<sup>30</sup> I do not accept his evidence in this regard. He adduced no documentary evidence or correspondence showing that the above transfers to his relatives were made. As for his stated living expenses, his expert was only able to substantiate yearly living expenses of \$136,831.35–\$237,796.90 (totalling \$1,163,162.68). Furthermore, the expert concluded that the Husband’s cash balance as at 31 December 2016 ought to have been

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<sup>29</sup> Wife’s 28 June 2018 affidavit at para 46; WWS at paras 78–81; Wife’s ancillaries reply submissions dated 7 March 2019 (“WWS3”) at paras 65–70.

<sup>30</sup> Husband’s 3rd ancillary matters affidavit dated 10 August 2018 (“Husband’s 3rd AM affidavit”) at para 6(iii).

\$428,678.36.<sup>31</sup> Yet the total balance of the Husband's four bank accounts as at the IJ date was minimal, amounting to less than \$500.00 (see above at [17]).

27 Given the large discrepancy between the Husband's earnings and his available moneys in his bank accounts, I agree with the Wife that the state of the Husband's cash balances is suspicious and that an adverse inference ought to be drawn against him. In *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157, the Court of Appeal held at [64]–[66] that where a court finds that a party has failed to make full disclosure of his or her assets, the court can either give a value to the undisclosed assets or give a higher percentage of the disclosed assets to the other party. While both methods are to a large extent speculative, where the appropriated sum or value of the undeclared asset is known, that sum or value should be added back to the matrimonial pool for division: *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [66]. As there is little basis upon which I can pinpoint the value of the Husband's undisclosed assets, I will give effect to the adverse inference by adjusting the appropriate ratio of division in the Wife's favour instead (see [76] below).

28 As for the Husband's share of [P] LLP, I am satisfied that his partnership interest in [P] LLP is a matrimonial asset that is subject to division: see *Lim Keng Hwa v Tan Han Chuah* [1996] 3 SLR(R) 536 at [27], [35]–[37]. The parties' experts were in agreement that \$10,463.00 was a reasonable estimate of [P] LLP's net worth.<sup>32</sup> I therefore adopt this valuation of the firm.

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<sup>31</sup> WJW Report at paras 4.62–4.64, 4.77.

<sup>32</sup> WJW Report at para 3.31; ES Report at para 10.7.

29 As for the size of the Husband's share in [P] LLP, the letters from the Inland Revenue Authority of Singapore ("IRAS") regarding the "Revised Allocation of Profit/Loss to Partners" in [P] LLP stated that the basis of sharing between the Husband and his business partner ranged from 88.75:11.25 and 97.13:2.87 from YA 2011 to YA 2016.<sup>33</sup> The Husband explained that the earnings for [P] LLP are divided between the two partners based on the work that they each bring in and that his income comprised his share of the takings of the firm.<sup>34</sup> He valued his share in [P] LLP which was to be added to the matrimonial pool at \$5,231.50, being 50% of the valuation which the experts arrived at.<sup>35</sup> I find instead that his partnership interest, based on the IRAS letters, was more in the range of 90% of [P] LLP. I thus include his 90% share in [P] LLP in the pool, valued at \$9,416.70 (being 90% x \$10,463.00).

(2) The Husband's car

30 As matrimonial assets are identified as at the IJ date, the previous car that the Husband owned as at the IJ date should be included in the pool.<sup>36</sup> The Husband sold this car in October 2018 at \$50,000.00. After deducting the outstanding loan of \$29,258.87 and administrative fees, he used the net sale proceeds of \$19,741.13 to purchase a new car.<sup>37</sup> I include this sum of \$19,741.13 in the matrimonial pool. I do not include the Husband's new car as a matrimonial asset as it was acquired after the IJ date.

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<sup>33</sup> WJW Report at pp 54, 56, 58, 60, 62, 64, 66.

<sup>34</sup> Husband's ancillary matters affidavit dated 22 February 2018 at para 24; NE 8 Mar 2019 at pp 2-3.

<sup>35</sup> JSRI-3 at p 10.

<sup>36</sup> Husband's AAM at para 6.

<sup>37</sup> Husband's affidavit dated 4 March 2019 at pp 6 and 9.

*Assets disputed to be matrimonial assets*

## (1) The Husband's CPF Investment Account No -8820

31 The Husband did not include CPF Investment Account No -8220 in the JSRI-3, but it was alluded to in the Wife's written submissions dated 2 January 2019.<sup>38</sup> I include this asset in the pool, relying on the account statement dated 28 February 2017 (being the statement closest to the AM date) stating that the account held Singapore Stock Exchange bonds with a market value of \$15,280.00 on that date.<sup>39</sup>

## (2) Moneys in the Wife's "investment account"

32 The Husband claimed that the Wife possessed a balance of \$300,271.75 in an "investment account".<sup>40</sup> The Wife did not dispute that [P] LLP issued this sum to her in 2013 through multiple cheques that she cashed into DBS Account No -0943.<sup>41</sup> The Husband alleged that the Wife dissipated this sum and failed to make full and frank disclosure of it and submitted that an adverse inference should be drawn against her.<sup>42</sup>

33 It was agreed between the parties that the Husband placed the sum of \$300,271.75 in the Wife's account because the parties felt that "it was not auspicious for [the sum] to be left with [the Husband]".<sup>43</sup> The Husband

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<sup>38</sup> WWS at p 4.

<sup>39</sup> Husband's reply affidavit in FC/SUM 1044/2017 dated 10 April 2017 at p 12.

<sup>40</sup> JSRI-3 at p 13.

<sup>41</sup> Husband's voluntary affidavit dated 24 November 2016 at pp 599–603.

<sup>42</sup> JSRI-3 at p 13; HWS at para 29.

<sup>43</sup> Wife's affidavit in Family Court Summons No 4007 of 2015 dated 17 December 2015 at para 10; HWS at para 23.

submitted that the sum was deposited with the Wife for investment purposes, but she maintained that it constituted her salary from [P] LLP, comprising monthly salaries of \$3,500.00–\$13,000.00 from January 2012 to July 2013 and annual bonuses of \$120,000.00 in 2012 and 2013. Her IRAS tax statements show that she paid income tax on \$172,500.00 of her earnings in YA 2012 and \$200,100.00 in YA 2013.<sup>44</sup>

34 Given the evidence, I find that it is more likely that the sum in question was the Wife’s remuneration from [P] LLP, even though it may have been that the Husband granted her larger bonuses *qua* employer with the intention that she would use her earnings to make joint investments on the household’s behalf.

35 As for whether an adverse inference should be drawn, I adopt the Court of Appeal’s statements in *BOR* at [75] and [76]:

75 ... [T]here must be some evidence which suggests on its face that the party in question has deliberately sought to conceal or deplete some assets which would otherwise be available for division.

76 Not every unexplained withdrawal or decrease in value in a bank account over time will be sufficient to raise a *prima facie* case of dissipation. ... [W]ithdrawals of money which may legitimately be explained as personal expenditures should generally be disregarded. ... [I]n the appropriate case, withdrawals which might be legitimately explained as genuine expenditures on business or investments ought similarly to be disregarded. ... [T]here is no hard and fast rule as to the quantitative threshold at which the court will find that a withdrawal of money does or does not call for an explanation. Rather, this is necessarily a fact-sensitive matter and the court will consider the evidence in the context of the parties’ habits, lifestyles, business activities, and amount of the withdrawal(s) in relation to the total value of the matrimonial assets in question.

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<sup>44</sup> WWS at para 42; Wife’s AAM at pp 75, 78–80.

36 At [79], the Court of Appeal considered that the frequency of 10 of the husband's withdrawals ranging from \$60,623.00 to \$492,361.00 did not support an inference that he had any intention to dissipate the parties' assets. The parties led lavish lifestyles and were savvy investors who moved money between numerous bank accounts to finance bonds and other investments, and the husband was a businessman who would have had to meet the costs and expenses of his business activities (at [77]). Seen in this context, the husband's failure to account for the withdrawn sums did not call for an adverse inference to be drawn against him (at [78]). As the Court of Appeal noted at [79]:

In our view, the frequency of these withdrawals and the amounts that were withdrawn do not support an inference that the Husband had any intention to dissipate the parties' assets with respect to those withdrawals. If the Husband had intended to siphon off funds, he could simply have made a one-time withdrawal of a lump sum, or a few large withdrawals from the joint accounts. Instead, there were ten withdrawals of varying amounts over a period of three years. Many of the amounts withdrawn were not round figures but very specific sums of money (down to the cent) which suggests that the Husband was likely withdrawing these sums to pay for particular expenditures or to pay off specific loans. On the whole, the timing and amounts of these withdrawals do not support the inference of an orchestrated design to remove funds from the parties' joint accounts. It also bears mention that the above ten withdrawals add up to a total of S\$1,562,066 withdrawn between July 2008 and November 2011, and this, incidentally, is only slightly more than the S\$1,529,040 which the Wife claims she received in October 2011 as reimbursement for personal and household expenses from 2008 to 2011 ...

37 In the present case, the bank statements for DBS Account No -0943 showed that the account had a balance of \$300,308.06 as at 31 August 2013<sup>45</sup> and a balance of \$79.43 as at the IJ date (see above at [16]). The Wife began drawing down on the account from September 2013 onwards. To illustrate, her

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<sup>45</sup> Wife's AAM at p 115.

withdrawals (via cash and cashier's orders) from DBS Account No -0943 from September 2013 to April 2014 are set out as follows:<sup>46</sup>

<b>Month</b>	<b>Withdrawals (\$)</b>
September 2013	10,000.00
October 2013	20,000.00
December 2013	30,000.00
January 2014	10,000.00
February 2014	25,000.00
March 2014	20,000.00
April 2014	60,010.00

38 The Husband noted that the Wife made withdrawals totalling \$221,370.00 from DBS Account No -0943 from September 2013 to December 2014.<sup>47</sup> The Wife explained in her response to the Husband's request for discovery and interrogatories that she used cash withdrawals to meet her rental expenditure, her income tax payments and other personal expenses and legal fees.<sup>48</sup> I observe that her pattern of making larger withdrawals from this account began in August 2013, after she discovered evidence of the Husband's adultery, and when she consequently stopped working at [P] LLP and temporarily moved out of the matrimonial home.<sup>49</sup> Considering that her last drawn salary was

<sup>46</sup> Wife's AAM at pp 116–123.

<sup>47</sup> HWS at para 65(a).

<sup>48</sup> Wife's affidavit dated 26 January 2017 in response to the Husband's request for discovery and interrogatories dated 2 November 2016 ("Wife's response to discovery and interrogatories") at paras 34–35, 44.

<sup>49</sup> See Wife's AAM at paras 99, 102.

\$13,000.00 (as at August 2013), I accept that at least some of her withdrawals would have been made from August 2013 to meet her personal expenses. To this end, she exhibited receipts showcasing her expenditure during this period, and I am satisfied that she made substantial efforts to verify her spending.<sup>50</sup> It would be unrealistic to expect her to produce full and complete records accounting for her incurred expenses.

39 Relatedly, the Wife deposed that some of her cash withdrawals were deposited into POSB Account No 4942.<sup>51</sup> This is corroborated by relevant bank account statements which show a strong correspondence between the withdrawals made from DBS Account No -0943 and the deposits disputed by the Husband.<sup>52</sup>

40 Finally, the Wife explained that she took out a cashier's order for \$41,755.00 dated 1 April 2014 for developer payments for the 18G Property, and withdrew \$10,500.00 on 13 February 2015 to pay her legal fees in relation to the divorce proceedings.<sup>53</sup> However, she did not provide documentary evidence of these transactions. The Husband appeared to accept in his submissions that a sum in the range of \$50,000.00 was paid towards the 18G Property.<sup>54</sup>

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<sup>50</sup> See, eg, the exhibits to Wife's affidavit in Family Court Summons No 872 of 2017 dated 20 November 2017.

<sup>51</sup> Wife's response to discovery and interrogatories at paras 48–49.

<sup>52</sup> Husband's request for interrogatories dated 2 November 2016 at S/N 23; Wife's AAM at pp 127–135.

<sup>53</sup> Wife's response to discovery and interrogatories at paras 45–46.

<sup>54</sup> HWS at para 27.

41 Although the Wife deposed that she did not have the habit of keeping proper documentary records,<sup>55</sup> I find that her failure to produce substantiating evidence in relation to her legal fees justifies the drawing of an adverse inference. The Wife would have had particular access to such evidence. In any event, since legal fees cannot be deducted from the matrimonial pool (*UFU (M.W.) v UFV* [2017] SGHCF 23 at [105]), I add a rough figure of \$10,000.00 to the matrimonial pool against the Wife.

(3) Proceeds from the sale of the 16G Property

42 The 16G Property was a matrimonial asset as at the IJ date. The Wife claimed that it was purchased at \$1,504,000.00. She sold it at a loss in May 2018 at \$1.3m as she could not meet the mortgage instalment payments.<sup>56</sup> The Husband submitted that the CPF refund amounting to \$188,626.87 for the sale of the 16G Property should be clawed back and added to the pool.<sup>57</sup>

43 The \$1.3m sale price, added to the purchaser's share of the property tax, and maintenance and sinking fund fees, was first used to discharge the outstanding mortgage loan of \$1,145,157.85 on the 16G Property.<sup>58</sup> The remaining sum was used to refund the Wife's CPF contribution to the 16G Property. This left a shortfall of \$60,826.02 comprising:<sup>59</sup>

- (a) \$44,516.02 owed to the CPF Board;

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<sup>55</sup> Wife's response to discovery and interrogatories at para 6.

<sup>56</sup> Wife's AAM at para 3(a); Wife's affidavit dated 11 May 2018 at para 10(d).

<sup>57</sup> HWS at para 33; Wife's affidavit dated 11 May 2018 at p 14.

<sup>58</sup> Wife's affidavit dated 11 May 2018 at para 10(d) and pp 11, 15.

<sup>59</sup> Wife's affidavit dated 11 May 2018 at pp 11–12.

- (b) \$13,910.00 in commission fees; and
- (c) \$2,400.00 in legal fees.

The CPF Board reduced the amount that the Wife owed to it to \$16,104.00 on her appeal.<sup>60</sup> As a result, \$32,414.00 was outstanding following the sale of the 16G Property. The Wife submitted that this sum should be included in the pool as a matrimonial liability.<sup>61</sup>

44 Even though the 16G Property was sold at a loss, the Wife's CPF contribution to the 16G Property in the sum of \$144,110.85 was returned to her CPF account. This sum should be added to the matrimonial pool, less the \$32,414.00 that was outstanding after the sale was completed. I note that the Husband paid \$20,000.00 to the Wife in May 2018 to cover her shortfall in relation to the sale of the 16G Property, but I do not take this into account since his agreement to do so was in consideration of the parties' withdrawal of their respective applications and summons in related legal proceedings.<sup>62</sup>

45 Accordingly, I add \$111,696.85 to the matrimonial pool, representing a rough estimation of the sale proceeds of the 16G Property after deducting the expenses incurred by the Wife in her divestment of a loss-making matrimonial asset.

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<sup>60</sup> Wife's 28 June 2018 affidavit at para 32.

<sup>61</sup> WWS at p 4 and para 45.

<sup>62</sup> See Wife's 28 June 2018 affidavit at pp 71–74.

(4) Rental proceeds from the 16G Property and the 18G Property

46 The Wife alleged that the parties agreed in 2016 that the Husband was to make monthly payments of \$4,097.00 and \$1,360.87 towards the 16G Property and the 18G Property respectively.<sup>63</sup> The Husband's failure to make timely payment from January 2017 to May 2018 led her to sell the 16G Property and to borrow \$66,000.00 from her family and friends to meet payment shortfalls.<sup>64</sup> She proceeded to take up enforcement proceedings for interim maintenance in Family Court Summons No 748 of 2017.

47 On 22 January 2018, the High Court (Family Division) found that the agreement between the parties through a letter dated 1 March 2016 was that the Husband was to foot the mortgage payment for the two properties pending the resolution of the AM proceedings. This interim agreement was not a maintenance agreement. Nonetheless, the High Court (Family Division) ordered the Husband to bear half of the monthly mortgage payments for the 18G Property and the full monthly mortgage payments for the 16G Property. The Wife was to collect the rental proceeds due, with the entitlement of the rental moneys to be determined at the AM hearing.<sup>65</sup> The parties did not appeal against that decision (see the agreement discussed at [44] above).

48 The Husband sought to claw back into the matrimonial pool the rental proceeds for the 16G Property and 18G Property:<sup>66</sup>

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<sup>63</sup> See Wife's affidavit in FC/SUM 748/2017 dated 7 March 2017 at pp 13, 17.

<sup>64</sup> Wife's 28 June 2018 affidavit at paras 24–28.

<sup>65</sup> High Court (Family Division) Order No 68 of 2018.

<sup>66</sup> Husband's written submissions dated 23 May 2019 ("HWS2") at para 14; Husband's affidavit dated 4 March 2019 at pp 5–6.

- (a) 16G Property (sold in May 2018): \$64,800.00, comprising the rental at \$2,700.00/month collected over 24 months (February 2016 to January 2018).
- (b) 18G Property: \$79,400.00, comprising the rental collected over 39 months (from 31 March 2016 to 31 May 2019).

I interpret this submission to be an allegation that the Wife wrongfully dissipated the rental income from the 16G Property and the 18G Property.

49 The Wife did not dispute that she collected rental proceeds, but submitted that they constituted interim maintenance.<sup>67</sup> She accounted for them as follows:<sup>68</sup>

- (a) 16G Property: Rental income was put towards monthly loans, agent's fees, Management Corporation Strata Title ("MCST") fees, property tax and other payments.
- (b) 18G Property: Rental income was used for MCST fees and property tax-related payments. The Husband stopped contributing to the mortgage payments from January 2017 but resumed monthly contributions of \$1,750.00 from April 2018. The Wife's brother-in-law collected the rent from January 2017 to April 2018 as he made property-related payments on the Wife's behalf. The rental income was:<sup>69</sup>

- (i) \$2000.00/month (1 March 2016–28 February 2017);

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<sup>67</sup> NE 23 May 2019 at p 10.

<sup>68</sup> WWS at paras 50–52; Wife's affidavit dated 28 June 2018 at paras 42–43.

<sup>69</sup> Wife's affidavit dated 7 March 2019 at pp 5, 15.

- (ii) \$1,900.00/month (1 April 2017–31 March 2018); and
- (iii) \$1,800.00/month (1 June 2018–31 May 2019).

50 Since it is accepted that the Wife and her brother-in-law share the 18G Property on an equal basis, she would only have been entitled to \$39,700.00 over the 39-month period that the Husband lays claim to. She would be expected to account for the total rental income of \$104,500.00 (being \$64,800.00 + \$39,700.00) from approximately February 2016 to May 2019.

51 I accept the Wife's evidence that the Husband reneged on his agreement to pay the mortgage loan instalments for the properties as agreed. This would explain why she felt compelled to sell the 16G Property at a loss. I also accept that part of the rental income was put towards mortgage payments and other property-related expenses. However, neither party adduced bank statements showing the extent of their respective contributions. I also note that the Husband disputes the Wife's claim that he did not pay the maintenance and related fees. These fees were approximately \$451.85 (for the 16G Property) and \$168.66 (for the Wife's half share in the 18G Property) as at 7 March 2017.<sup>70</sup>

52 I have already accounted for the Wife's personal expenditure from her own savings in lieu of receiving interim maintenance in relation to the sum of \$300,271.75 that she did not fully account for (see above at [38]). In the circumstances, I find that the Wife has not adequately accounted for the rental income from the two properties. Adopting a rough and ready approach, \$20,000.00 of the rental proceeds should be notionally returned to the pool. This

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<sup>70</sup> Wife's affidavit in FC/SUM 748/2017 dated 7 March 2017 at p 55.

is very much a figure in the round that I arrive at in view of the lack of satisfactory evidence on both sides.

*Disputed matrimonial liabilities*

(1) Mortgage loan for the 18G Property

53 The mortgage loan for the 18G Property was taken out on 24 December 2012 and is therefore a matrimonial liability. The Husband accepted in his submissions that the outstanding mortgage loan on the 18G Property was as reflected in the Wife's affidavit dated 8 November 2018, *ie*, \$543,933.58.<sup>71</sup> I adopt this value and deduct it from the gross value of the 18G Property to derive the net value of Wife's share of the 18G Property: \$153,033.21 (being \$425,000.00 – (\$543,933.58 x 50%)).

(2) Mortgage loan for the WP Property

54 The Husband entered into a term loan of \$500,000.00 against the WP Property in May 2012. The Wife argued that the term loan was not a matrimonial liability as it was taken up for the Husband's "own purposes".<sup>72</sup> The Husband claimed that it was used for the down payments for the 16G Property and the 18G Property (in the sum of \$116,955.00); monthly mortgage payments for the 16G Property and the 18G Property (in the sum of \$78,436.46); the \$30,000.00 down payment of his previous car; \$20,000.00 worth of jewellery for the Wife; and the running of [P] LLP.<sup>73</sup> The Husband's expert stated that the down payments for the 16G Property and 18G Property were

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<sup>71</sup> HWS at para 4; Wife's affidavit dated 8 November 2018 at para 4.

<sup>72</sup> JSRI-3 at p 15.

<sup>73</sup> Husband's 3rd AM affidavit at para 5(iii) and p 25.

corroborated by cheques, but could not verify the other stated transactions.<sup>74</sup> Although there is a lack of supporting documentation, I find that the Husband's account is more likely.

55 The amount outstanding on the loan was \$386,393.42 as at 30 June 2018.<sup>75</sup> I adopt this value and deduct it from the gross value of the WP Property to derive the net value of the Husband's share of the WP Property: \$1,306,803.29 (being \$1,500,000.00 – (\$386,393.42 x 50%)).

(3) Wife's credit card loans

56 The Wife exhibited credit card statements and sought to include them in the pool.<sup>76</sup> These statements were in relation to liabilities incurred after the IJ date. As I explained at [9], matrimonial liabilities are to be identified as at the IJ date; I therefore do not include these liabilities in the pool.

*Total pool of matrimonial assets*

57 The net value of the total pool of matrimonial assets is \$1,928,602.19. The following table sets out the parties' assets and liabilities (excluding the assets of zero value):

S/No	Description	Net value (\$)	Reference
<b>Wife's assets</b>			
1	½ share of the 18G Property	153,033.21	[16], [53]
2	CPF Account	76,458.86	[16]

<sup>74</sup> WJW Report at paras 4.7, 4.34, 4.36, 4.75 and pp 355, 356.

<sup>75</sup> Husband's 3rd AM affidavit at para 5(ii).

<sup>76</sup> WWS at p 4.

<b>S/No</b>	<b>Description</b>	<b>Net value (\$)</b>	<b>Reference</b>
3	POSB Account No -4942	1,104.06	[16]
4	DBS Account No -0943	79.43	[16]
5	Amount to be notionally added to the pool due to adverse inference drawn	10,000.00	[41]
6	Sale proceeds of 16G Property	111,696.85	[45]
7	Rental income to be notionally added to the pool	20,000.00	[52]
	<b>Sub-total (C)</b>	372,372.41	
<b>Husband's assets</b>			
1	½ share of the WP Property	1,306,803.29	[17], [55]
2	Surrender value of AIA Asset Builder policies (as at August 2016)	108,750.37	[17]
3	Shares (as at 31 January 2017)	1,252.80	[17]
4	UOB Account No -7862 (as at 31 August 2016)	367.92	[17]
5	UOB I-Account No -8842 (as at 31 August 2016)	39.68	[17]
6	UOB HomePlus Account No -6446 (as at 31 August 2016)	17.84	[17]
7	CPF Account (as at 14 September 2016)	44,560.05	[17]
8	Gold chains, rings and two watches	30,000.00	[17]
9	90% share in [P] LLP	9,416.70	[29]

<b>S/No</b>	<b>Description</b>	<b>Net value (\$)</b>	<b>Reference</b>
10	Sale proceeds of previous car	19,741.13	[30]
11	CPF Investment Account No - 8220 (as at 28 February 2017)	15,280.00	[31]
	<b>Sub-total (D)</b>	1,536,229.78	
	<b>Total in pool [(C)+(D)]</b>	<b>1,908,602.19</b>	

### *Division of assets*

58 In *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) at [22], the Court of Appeal set out a structured approach for the division of assets, premised on the parties’ contributions to the marriage. Both parties agreed that the structured approach applied. As this was not a single-income marriage, I apply the structured approach accordingly.

#### *Step 1: Direct financial contributions*

59 The Husband submitted that the ratio of direct contributions was 100:0 between him and the Wife. The Wife proposed a 50:50 ratio.<sup>77</sup>

60 The Court of Appeal has said in *ANJ* at [18] that the court exercises its power to divide matrimonial assets in broad strokes. At [23], it stated:

... Even in respect of direct financial contributions of the parties, not infrequently, the situation is less than clear. In a case where the documentary evidence falls short of establishing exactly who made what contribution and/or the exact amount of monetary contribution made by each party, the court must make a ‘rough and ready approximation’ of the figures ...

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<sup>77</sup> JSRI-3 at p 16.

Adopting this “broad brush” approach, I consider the ratio of direct contributions to be 86:14 between the Husband and Wife. I explain why.

(1) The WP Property

61 It was not disputed that this Property was a gift to the Husband. The Wife submits that this gift was meant to include the parties jointly.<sup>78</sup> Relatedly, she submitted that she ought to receive a half-share in the WP Property as she contributed to it in the belief that she would receive a half-share in the WP Property after the Husband’s parents passed on.<sup>79</sup>

62 While the Wife may have expected herself to receive some interest in the WP Property in the event that the Husband’s parents passed away, this is not strictly relevant to the division of matrimonial assets under s 112 of the WC. The status of the WP Property as a matrimonial asset is not premised on the Wife’s belief in her entitlement to the WP Property as a matter of inheritance or on the basis of any promise made, but in its use as the matrimonial home and the cradle of the family during the marriage. In any event, there is little evidence of any promises by the Husband or his parents that the Wife had any entitlement to the WP Property or that such promises had any legal effect.

63 Also weighted against the Wife is the fact that the Husband’s father gifted the WP Property solely to the Husband and not jointly to the parties. In *BON and others v BOQ* [2018] 2 SLR 1370, the Court of Appeal found at [8]–[10] that cash gifts provided by the husband’s father for the husband and wife to purchase and renovate their matrimonial home were joint gifts to the couple,

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<sup>78</sup> WWS at para 11.

<sup>79</sup> WWS at para 37.

and not to the husband alone. Significantly, although the affidavit evidence of the husband's father in that case was that the sum was for the benefit of the husband alone, the father's intention for the couple to jointly benefit from the money was reliably inferred from his objective acts to provide the sum for them to purchase the property in their *joint names* without taking additional steps to protect the sum from the wife.

64 Here, after parties married in May 2000, the Husband's father took steps to create a joint tenancy with the Husband alone in June 2006. The Wife was not included as joint tenant.<sup>80</sup> This indicates to me that the gift of the WP Property was to the Husband alone to the exclusion of the Wife. Its inclusion in the matrimonial pool is therefore not regarded to be a joint contribution by the parties.

(2) 16G Property and 18G Property

65 The Husband claimed that the down payment for these properties and monthly mortgage payments from March 2016 to January 2017 were financed through the term loan on the WP Property which he took out in 2012.<sup>81</sup> The Wife accepted that the Husband made direct contributions of \$322,060.50 to the down payment of these properties.<sup>82</sup>

66 As the 16G Property was sold at a loss, I do not consider the Husband's contributions to its purchase to be his direct contribution to it. The net proceeds

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<sup>80</sup> Wife's AAM at para 52.

<sup>81</sup> Husband's 3rd AM affidavit at para 5(iv).

<sup>82</sup> WWS2 at para 17; WJW Report at paras 4.35–4.38.

of the sale (\$111,696.85, see [43]) as constituted by the Wife's CPF contribution which was refunded to her are her direct contribution to the 16G Property.

67 As for the 18G Property, the Husband submitted that he contributed \$124,040.50 to its down payment.<sup>83</sup> This did not appear to be disputed by the Wife. However, there was insufficient evidence on the parties' contributions to the mortgage payments (see [51]). Nevertheless, I considered the Husband to have contributed more in this regard since he was the primary breadwinner between the parties and was more likely to have the financial resources to foot these payments. I therefore roughly find that the ratio of the parties' direct contributions to the 18G Property was 70:30 between the Husband and the Wife. I apportion the value of the 18G Property between them on that basis.

(3) The other assets

68 I find that the parties respectively contributed to the assets in their own names.

#### Conclusions on direct financial contributions

69 Overall, I find that the ratio of the parties' direct contributions to the marriage is roughly as follows:

S/No	Asset	Husband's direct contributions (\$)	Wife's direct contributions (\$)
1	Wife's ½ share in the 18G Property	107,123.25	45,909.96

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<sup>83</sup> HWS2 at para 8.

S/No	Asset	Husband's direct contributions (\$)	Wife's direct contributions (\$)
2	Assets in the Wife's name (less her ½ share in the 18G Property)	-	219,339.20
3	Assets in the Husband's name	1,536,229.78	-
	<b>Total direct contributions to the matrimonial pool</b>	<b>1,643,353.03 (86%)</b>	<b>265,249.16 (14%)</b>

70 The calculations in the above table show that the ratio of direct contributions is roughly 86:14 between the Husband and the Wife. I emphasise that this ratio is not derived through a strict mathematical calculation, but relies instead on the broad brush approach in *ANJ*. This ratio also reflects that the Husband was the main income earner in the marriage and had the capacity to make greater direct financial contributions to the matrimonial assets.

*Step 2: Indirect contributions*

71 The Husband submits that the ratio of the parties' indirect contributions should be 95:5 between the Husband and the Wife. The Wife submits for a 0:100 ratio.<sup>84</sup>

72 As a preliminary issue, I agree with the Husband's argument that the text messages between the Wife and [Y] and the emails between [Y] and the parties were "communications in the course of negotiations genuinely aimed at settlement of a dispute" and hence protected by "without prejudice" privilege:

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<sup>84</sup> JSRI-3 at p 18.

see *Cytec Industries Pte Ltd v APP Chemicals International (Mau) Ltd* [2009] 4 SLR(R) 769 at [14].<sup>85</sup> [Y] was a lawyer who was a mutual friend of the parties, and was approached by them in around August 2013 to assist in mediating a settlement. Their communications with her should not have been referred to in the Wife's affidavit of assets and means dated 15 September 2016.

73 The Husband submitted that the Wife was unable to justify her indirect contributions because there were no children to the marriage and the couple was assisted by domestic helpers.<sup>86</sup> On her part, the Wife submitted that she contributed to the marriage in the following ways:<sup>87</sup>

- (a) managing the running of the matrimonial home;
- (b) payment for household expenses, including the domestic helper's salary and levy, groceries, marketing and minor repairs;
- (c) payment for the Husband's clothes, toiletries, and car-related expenses;
- (d) caring for the household dog and managing pet-related expenses;  
and
- (e) hosting parties and functions at the WP Property.

74 The Husband disputed the Wife's submissions at [73(b)] and [73(c)]: he submitted that she did not contribute to any renovations to the WP Property as

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<sup>85</sup> See Wife's AAM at para 131 and pp 511–608.

<sup>86</sup> NE 23 May 2019 at p 9; HWS at para 56.

<sup>87</sup> WWS at para 17.

she was not on good terms with the Husband's mother, who passed away in April 2006, and who did not permit such changes to be made to the WP Property. He also argued that it was he who had paid for the groceries and household expenses during the marriage.<sup>88</sup>

75 Given that the Husband was the main breadwinner in the relationship, it would naturally follow that he would have been in the position to make larger indirect financial contributions – both in relation to the WP Property and the household expenses, as well as in relation to the maintenance fees and other payments related to the 16G Property and the 18G Property. However, I accept that the Wife made more significant indirect non-financial contributions. Even though she was assisted by domestic helpers during the marriage, she would have taken on some managerial role to ensure the smooth running of the household (with all the accompanying logistical requirements). This role is as essential and important as the direct performance of the chores itself: *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 at [20]. I also accept that she contributed to the marriage by choosing to work for the Husband at [P] LLP in 2010 instead of at another law firm, even though the Husband paid her less than what she earned at her previous law firm from 2010 to 2011.<sup>89</sup> The Wife's efforts in running the Husband's firm and in managing the domestic sphere helped to enable him to enjoy success at work and to generate a substantial income. The Wife also had to manage the 16G Property and the 18G Property after the IJ date, and to manage the mortgage loan shortfalls when the Husband failed to contribute to the mortgage payments. Taking a broad brush approach in

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<sup>88</sup> HWS2 at paras 17, 18 and p 14.

<sup>89</sup> Wife's AAM at para 33 and p 75.

assessing the evidence, I am satisfied on the admissible evidence adduced that the ratio of indirect contributions should be 50:50 between the parties.

*Step 3: The average ratio*

76 Applying the structured approach, the average ratio would be 68:32 between the Husband and the Wife. In the light of my decision to draw an adverse inference against the Husband for his failure to make full and frank disclosure of his assets (see above at [27]), I adjust the ratio in favour of the Wife by 8%. The final ratio of division is to be 60:40 between the Husband and the Wife.

	<b>Husband (%)</b>	<b>Wife (%)</b>
Direct Contributions	86	14
Indirect Contributions	50	50
<b>Average ratio</b>	<b>68</b>	<b>32</b>
<b>Post-adjustment ratio</b>	<b>60</b>	<b>40</b>

*Distribution of assets*

77 Based on the ratio derived above, the parties are each entitled to the following shares of the matrimonial pool:

	<b>Husband</b>	<b>Wife</b>
Share of matrimonial pool	\$1,145,161.31	\$763,440.88

78 It follows that the Husband is to transfer \$391,068.47 (being \$763,440.88 – \$372,372.41 (at [57] above)) to the Wife within six months from the date of this judgment.

79 The Family Division of the High Court does not have jurisdiction to make any directions that would bind a third party: see *UDA* at [28], [58]. As third party interests are implicated in relation to the WP Property and the 18G Property, the distribution of the matrimonial assets would have to be left to parties, upon their obtaining the necessary consents from the parties who will be affected by the modes of the distribution. In the absence of any agreement, the parties will have to apply to the High Court with all relevant parties joined for the High Court to exercise its civil jurisdiction to have the matter resolved.

### **Maintenance for the Wife**

80 Maintenance ordered pursuant to s 114(1) of the WC 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]. The Wife sought a lump sum maintenance of \$900,000.00, comprising monthly payment of \$15,000.00 over 60 months. The Husband submitted that she was not entitled to any maintenance.<sup>90</sup>

81 In *TNL* at [64], the Court of Appeal ordered the husband to pay the wife a lump sum maintenance of \$100,000.00, approximately the sum obtained using a multiplier of three years and a multiplicand of \$3,000.00. This was a long single-income marriage of 35 years with three children to the marriage. The wife was 57 years old and was entitled to \$1,448,875.50 after division. The

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<sup>90</sup> JSRI-3 at p 4.

Court of Appeal also considered that the husband had maintained the wife up until mid-2015.

82 In the present case, the Wife's share of the matrimonial assets is not substantial. She has also been out of work since August 2013. I accept that she has attempted to find employment but has had difficulties in doing so despite the positive testimonial given by her former employer prior to her employment at the Husband's firm. The Husband has also been contributing towards the fees and the mortgage loan for the 18G Property, which the Wife will have to take over from the date of this judgment.

83 In my judgment, it is fair that the Wife should be given a sum of maintenance to tide her over until she receives her full share of the matrimonial assets and is able to resume gainful employment. I bear in mind her age and the amount of time that she has spent out of employment, and grant some allowance in that regard. However, I find that her estimation of her monthly expenses is exaggerated. In the circumstances, I order the Husband to pay the Wife monthly maintenance of \$3,000.00 for a period of 18 months from the date of this decision.

### **Conclusion**

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

- (a) The Husband is to transfer \$391,068.47 to the Wife within six months from the date of this judgment.
- (b) Maintenance for the Wife is ordered. The Husband is to pay \$3,000.00 in monthly maintenance to the Wife over a period of 18 months.

85 I encourage parties to agree on costs, failing which they are to file and exchange submissions on the issue of costs (limited to 10 pages, excluding exhibits and authorities) within 21 days from the date of this judgment.

Tan Puay Boon  
Judicial Commissioner

Sam Hui Min Lisa (Lisa Sam & Company) for the plaintiff;  
Alfred Dodwell and Ahnushka Kaur Riar (Dodwell & Co LLC) for the  
defendant.

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