

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2020] SGHCF 13

District Court Appeal No 28 of 2020

Between

VJQ

... Appellant

And

VJP

... Respondent

AND

District Court Appeal No 30 of 2020

Between

VJP

... Appellant

And

VJQ

... Respondent

JUDGMENT

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

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VJQ
v
VJP and another appeal

[2020] SGHCF 13

High Court (Family Division) — District Court Appeals Nos 28 and 30 of 2020

Choo Han Teck J
22 September 2020

29 September 2020

Judgment reserved.

Choo Han Teck J:

1 These are cross-appeals in respect of the ancillary orders made by the District Judge Cheryl Koh (“the DJ”). The background facts have been set out in the written judgment of the DJ. At the hearing of the appeals before me, counsel indicated that there is no disagreement over the custody, care and control of the two children. The parties are in agreement that the Wife will transfer her share in their Tampines HDB flat to the Husband and that the Husband will transfer his share in their condominium apartment (known as “The Botanique”) to the Wife, who will pay the outstanding mortgage on the apartment. They have also agreed that no maintenance shall be paid by the Husband to the Wife. There are some disputes over the calculations of the costs of the children’s expenses, but I shall deal with that last.

2 The main dispute between the parties concerns the division of

matrimonial assets. The Husband wishes to exclude two groups of assets from the matrimonial pool. The first group consists of three bank accounts (two of which are in the joint names of the Husband and his mother, who is presently 82 years old). The second group consists of the shares in a company called “Primefield” which the DJ valued at \$140,000 being the purchase price paid by the Husband for these shares. The Husband says that that was an investment in which he was to receive \$168,000 when he re-sold the shares back to the vendor by a certain date, which the Husband had forgotten and thus did not get the money back. He says that the shares are therefore worthless. He does not intend to sue the vendor, and offers the entire share to the Wife, who declined to accept.

3 I am of the view that the Primefield shares are probably worthless. They were purchased two years before the divorce, and the investment for what it was worth was lost either because the Husband was deceived by the vendor, or he was himself negligent. I would exclude the sum of \$140,000 from the matrimonial assets.

4 Mr Low, counsel for the Wife, submitted that the DJ was right in her orders relating to the bank accounts. There is no evidence as to what the opening balances were. The two UOB accounts were opened by the Husband’s mother the Husband was joined as account holder in 1977 and 1996. The third account is a fixed deposit account with Hong Leong in the Husband’s sole name, but he claims to hold the monies on trust for his mother. The DJ added the entire value of the Hong Leong account to the matrimonial pool but adjusted the value of the two joint accounts so as to apportion 50% to the benefit of the Husband’s mother. I am in agreement with the DJ that this is the correct approach given the paucity of evidence.

5 The Wife also claims that a sum of \$176,250 being the undisbursed loan amount for the Botanique apartment should be deducted from the matrimonial pool. The DJ declined to deduct the undisbursed loan as she was of the view that the value of the matrimonial assets should be ascertained as at the date of the ancillary hearing in February 2020. In my view, the sum of \$176,250 should be deducted from the matrimonial pool. In *Tan Hwee Lee v Tan Cheng Guan and another appeal and another matter* [2012] 4 SLR 785, the Court of Appeal held that the total housing loan granted for a property owned by the parties (“the La Salle Property”) was \$1,920,000. At the time of the ancillary hearing, only \$1,560,000 of the loan had actually been disbursed. The Court of Appeal held (at [71]) that the outstanding liability of the La Salle Property at the material time was \$1,920,000 even though \$360,000 of the loan had yet to be disbursed. It is clear, therefore, that the undisbursed loan amount of \$176,250 in this case constitutes an outstanding liability and should therefore be deducted from the net value of the Botanique apartment.

6 There is another issue regarding the potential refund of additional stamp duty, but the parties accept that this sum may never be refunded. In any event, the DJ gave liberty to the parties to apply in the event that the stamp duty is refunded. I am of the view that there is no reason to vary that order as it is a fair and practical order dealing with an innominate monetary obligation.

7 That leaves the minor dispute over the children’s maintenance. The Husband alleged that he had made advance payment for the younger child’s school fees amounting to \$5,500. I am not persuaded by the arguments that this sum needs to be added into the calculation. Nor am I persuaded by the Wife’s submission that the children’s maintenance payable by the Husband should be increased from \$2,000 to \$3,240. On the whole, I would not make any variation to the orders concerning the children’s monthly maintenance, save that the

maintenance should be payable on the 3rd instead of the 23rd of each month (as requested by the Wife).

8 The Wife also argues that the court should award backdated maintenance for the period from August 2018 to December 2018. The DJ declined to exercise her discretion in favour of awarding backdated maintenance. In this case it appears to me that the DJ wanted to set the maintenance sum from the date of her decision and let the parties move forward from there. There is no compelling reason to backdate the maintenance award in this case.

9 There are two term insurance policies, one for each child, both of which are currently in the Wife's name. The DJ ordered that the Husband take over the younger child's policy. The Wife objects to this arrangement and asserts that she should continue to be the policyholder of both of the children's insurance policies, and that the Husband should instead reimburse her for the half-share of the insurance premiums subject to proof of expenditure. I am of the view that taking a broad overview, there is no need to make any fine adjustment to the DJ's orders.

10 In conclusion, I am of the view that the only variations to the DJ's orders are that:

- (a) the sum of \$140,000 being the purchase price of the Primefield shares be excluded from the matrimonial assets;
 - (b) the sum of \$176,250 being the sum of the undisbursed housing loan for the Botanique apartment be excluded from the matrimonial assets, with liberty to apply in the event that the loan is not disbursed;
- and

(c) the children's monthly maintenance be payable on the 3rd instead of the 23rd of each month.

11 Each party is to pay its own costs.

- Sgd -
Choo Han Teck
Judge

Oh Kim Heoh Mimi (Ethos Law Corporation) for the appellant in
HFC/DCA 28 of 2020 and the respondent in HCF/DCA 30 of 2020;
Low Hong Quan and Sara Aziz (Silvester Legal LLC) for the
appellant in HCF/DCA 30 of 2020 and the respondent in
HCF/DCA 28 of 2020.
