

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2020] SGHCF 15

Divorce (Transferred) No 3014 of 2017

Between

VDT

... Plaintiff

And

VDU

... Defendant

JUDGMENT

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

[Family Law] — [Custody]

[Family Law] — [Maintenance] — [Wife]

[Family Law] — [Maintenance] — [Child]

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VDT
v
VDU

[2020] SGHCF 15

High Court (Family Division) — Divorce (Transferred) No 3014 of 2017
Tan Puay Boon JC
29, 30 August, 31 October, 6 November, 17 December 2019

6 October 2020

Judgment reserved.

Tan Puay Boon JC:

Introduction

1 The plaintiff (“Husband”) and the defendant (“Wife”) (collectively, “the parties”) were married on 15 October 2005 in Singapore. There are two children to the marriage, a daughter born in 2005 (“Daughter”) and a son born in 2010 (“Son”) (collectively, “the Children”).¹ The Husband commenced the first set of divorce proceedings in August 2015,² but the proceedings were discontinued. He filed for divorce on again 1 July 2017, and interim judgment (“IJ”) was granted on 6 March 2018, on the ground that that the Wife has behaved in such a way that the Husband cannot reasonably be expected to live with her.³ It

¹ Statement of Particulars (Amendment No 1) at para 1(i).

² See FC/D 3779/2015.

³ FC/IJ 1119/2018 (“IJ”) at para 2(b)(ii).

brought to an end a marriage of about thirteen years. The ancillary matters (“AM”) hearings began on 29 August 2019.

2 The matters that lie for determination are the division of matrimonial assets, custody of and access to the Children, and maintenance of the Wife and Children.

Background facts

3 The Husband is 56 years and 11 months old,⁴ and he works as a broker. The Wife is 48 years and 5 months old,⁵ and she is currently unemployed. The Children currently stay with the Wife in the matrimonial home located near Botanic Gardens (“Matrimonial Home”). The Husband has left the Matrimonial Home since September 2012,⁶ and is currently staying in the United Kingdom (“UK”).

4 At this juncture, it is useful to briefly touch on the Husband’s employment history. He was previously employed at Company [A] and was based in Singapore for the entire duration of the marriage, until he was made redundant in February 2017.⁷ His average gross monthly salary, based on his Notices of Assessment from the Inland Revenue Authority of Singapore,⁸ was about \$79,000.00 in 2015 and \$64,000.00 in 2016. He remained unemployed for about a year, before eventually finding employment again in another firm in

⁴ Statement of Claim at para 2(a).

⁵ Statement of Claim at para 2(b).

⁶ Husband’s 1st Affidavit of Assets and Means (25.07.2018) (“HAOM1”) at p 19.

⁷ Husband’s Affidavit for FC/SUM 309/2018 (22.02.2018) (“HA-309”) at para 28; Wife’s Affidavit for FC/SUM 309/2018 (24.01.2018) at paras 10–11.

⁸ HAOM1 at pp 96–97.

February 2018 in the UK, where he has resided since, at a much lower salary.⁹ The Husband stated that his net monthly salary at this new firm is approximately GBP5,600.00pm (~ \$10,000.00pm).¹⁰

5 It is also necessary to mention the Husband's marriage history. The marriage which is the subject of these ancillary proceedings is the Husband's second marriage. The Husband has two children from his first marriage, who are 21 and 24 years old.¹¹ While the Husband was required to maintain these children, his obligation ceased when the children reached the age of 18.¹² He currently gives his younger child from the first marriage, who is still in university, about GBP500.00pm.¹³

6 In addition, a few brief words ought to be said on the Wife's employment history. When she met the Husband in 2004, the Wife was also working at Company [A].¹⁴ She left Company [A] in the same year, and from 2004 to 2012, she worked in two different companies. From 2012 until 2017, she was a full-time housewife. In 2017, she found employment with Organisation [B] as a Senior Vice-President,¹⁵ drawing a salary of \$11,397.00pm.¹⁶ Notably, Organisation [B] was in a different industry from that

⁹ HAOM1 at p 38.

¹⁰ HAOM1 at p 4.

¹¹ HAOM1 at para 15.

¹² Husband's Submissions (16.12.2019) ("HS-2") at para 33(e).

¹³ HAOM1 at para 15.

¹⁴ Husband's Submissions (19.08.2019) ("HS-1") at para 88.

¹⁵ HS-1 at para 90.

¹⁶ Wife's 1st Affidavit of Assets and Means (27.07.2018) ("WAOM1") at para 2.

of the companies where the Wife worked between 2004 and 2012. The Wife was let go from Organisation [B] in 2019.

7 The parties have, prior to the hearing, made numerous applications to the court. It is unnecessary to recite the entire procedural history of the divorce, save to highlight the following salient points. In FC/ORC 3372/2018, the parties were given joint custody over the Children. Care and control of the Children was granted to the Wife by consent. The Husband was also ordered to pay the Wife \$13,300.00pm for maintenance of the Children, while no maintenance of the Wife was ordered. The Wife subsequently commenced proceedings for committal under FC/SUM 2754/2019, FC/SUM 348/2019 and FC/SUM 32/2020, owing to the Husband's failure to pay interim maintenance. FC/SUM 2754/2019 was eventually withdrawn. Under FC/ORCs 145/2020 and 147/2020, the Husband was found to be in contempt for not paying the maintenance amounts referred to under HCF/SUM 348/2019 and FC/SUM 32/2020, but his contempt was purged by making full payments of the said maintenance amounts.

Division of matrimonial assets

8 I first consider the division of the parties' matrimonial assets under s 112(1) of the Women's Charter (Cap 353, 2009 Rev Ed) ("Charter").

9 There are two methodologies of dividing matrimonial assets, as set out in *NK v NL* [2007] 3 SLR(R) 743 at [31]–[33]: the global assessment methodology and the classification methodology. The global methodology comprises four distinct steps: identification, valuation, division and apportionment (of the matrimonial assets). On the other hand, the classification

methodology first divides the matrimonial assets into separate classes before applying the four steps above in relation to each class of assets.

10 Neither the Husband nor the Wife sought to divide the pool of matrimonial assets into distinct classes in their Joint Summary of Relevant Information (“JSRI”).¹⁷ I understand them to be relying on the global assessment methodology, and will adopt this methodology accordingly as I see no reason to use the classification methodology.

Identification and valuation

11 The starting position for the date of the identification of matrimonial assets is the IJ date, *ie*, 6 March 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 AM hearing, *ie*, 29 August 2019 (*TND v TNC and another appeal* [2017] SGCA 34 at [19]). However, specifically for bank accounts, the matrimonial assets are the money in the accounts, and not the accounts themselves (*UZR v UZS* [2019] SGHCF 28 at [11]). Therefore, the better date to value bank accounts would be the IJ date, and not the AM date.

12 The Wife argued that there should be a departure from this default position. According to her, the date for identification and valuation should both be the date when the Husband filed the writ for divorce, *ie* 1 July 2017.¹⁸ The identification date should be 1 July 2017 because the marriage must have ended when the Husband commenced for divorce the second time.¹⁹ Further, using a

¹⁷ Joint Summary of Relevant Information (19.8.2019) (“JSRI”) pp 8–13.

¹⁸ Wife’s Submissions (21.08.2019) (“WS-1”) at para 36.

¹⁹ WS-1 at para 38.

valuation date later than 1 July 2017 would be unfair as the Husband has reduced the value of matrimonial assets since the commencement of the divorce to the Wife's detriment.²⁰

13 I do not accept the Wife's argument. The marriage between the parties was only dissolved upon the grant of IJ,²¹ and not upon the filing of the writ of divorce. Further, the Husband's dissipation of matrimonial assets is a matter that go towards identification and not valuation. In any event, the Wife herself recognised that the court has the power to claw back any asset dissipated by the Husband before and after the commencement of the divorce.²²

14 Accordingly, there is no reason to depart from the default position and I apply the approach in [11] above for the identification and valuation of the matrimonial assets, save where otherwise agreed by the parties.

15 The parties also did not agree on the applicable exchange rate. I therefore use the exchange rate on the AM date of 29 August 2019 of EUR1 = \$1.54²³ and GBP1 = \$1.69.²⁴

Agreed assets

16 The agreed assets are as follows:

S/N	Description	Valuation (\$)
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²⁰ WS-1 at para 41.

²¹ See FC/IJ 1119/2018 at para 2(b)(ii).

²² WS-1 at para 42.

²³ [Exchange-rates.org/Rate/EUR/SGD/8-29-2019](https://www.exchange-rates.org/Rate/EUR/SGD/8-29-2019).

²⁴ [Exchange-rates.org/Rate/GBP/SGD/8-29-2019](https://www.exchange-rates.org/Rate/GBP/SGD/8-29-2019)

Wife's Assets		
1	Wife's Assets	546,098.13 ²⁵
Husband's Assets		
2	DBS Account -466	7.43

Assets with disputed values

17 The assets with disputed values are as follows:

S/N	Description
Joint Assets	
1	Matrimonial Home
Husband's Assets	
2	Natwest Account -378
3	Natwest Account -957
4	Natwest Account -689
5	Contributory pension from Company [A] (“[A] Pension”)

²⁵ Minute Sheet (30.08.2019) at p 8.

6	Stock plan from Company [A] (“[A] Stock Plan”)
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18 I address the assets with disputed values in turn.

(1) Matrimonial Home

19 The court-ordered valuer, RHT Chesterstons (“RHT”), valued the Matrimonial Home at \$1,598.00 psf (or \$5,780,000.00) as at 22 October 2019.²⁶ The Husband was dissatisfied with this valuation and obtained a further valuation from Knight Frank, which found that the valuation of the Matrimonial Home should be at \$1,733.00 psf (or \$6,266,528.00) as at 4 December 2019.²⁷

20 It was not clear what the Husband wanted to achieve by furnishing the Frank Knight report. He did not appear to challenge the RHT report, but only sought to have such report “looked at in light of such a different market analysis by another company”.²⁸ Likewise, the Frank Knight report does not “constitute an opinion on the fairness of the [RHT report]”.²⁹ In the absence of a formal challenge to the RHT report, the Husband should not be allowed to furnish additional valuation reports just because he is unhappy with the RHT report. To do otherwise would encourage litigants to furnish numerous valuation reports, leading to protracted proceedings and unnecessary expenses.

²⁶ HS-2 at para 64.

²⁷ HS-2 at para 65.

²⁸ HS-2 at para 65.

²⁹ HS-2 at Annex 3, p 2.

21 From the market valuation of \$5,780,000.00 which I adopt, I deduct the mortgage loan valued at \$1,796,164.23 as at 18 March 2019³⁰ to arrive at a net value of \$3,983,835.77.

(2) Natwest Accounts -378, -957 and -689 and [A] Pension

22 The Husband's initial position concerning his Natwest bank accounts and his pension with Company [A], as indicated in the JSRI³¹ and first set of submissions,³² is as follows:

S/N	Description	Valuation (\$)
1	Natwest -378	1,045,041.16 (GBP622,285.37)
2	Natwest -957	3,251.36 (GBP1,936.07)
3	Natwest -689	Nil
4	[A] Pension	791,240.03 (EUR513,792.23)

³⁰ Wife's 2nd Affidavit of Assets and Means (04.04.2019) ("WAOM2") at pp 113–114.

³¹ JSRI at p 13.

³² HS-1 at para 146.

23 His position concerning the abovementioned assets subsequently changed to the following, as indicated in a letter from his solicitors to this Court dated 29 August 2019:³³

S/N	Description	Valuation (\$)
1	Natwest -378	168,585.32 (GBP100,386.65)
2	Natwest -957	1,920.58 (GBP1,143.64)
3	Natwest -689	840,415.14 (GBP500,437.75)
4	[A] Pension	Nil

24 The Husband explained that the [A] Pension was withdrawn and the proceeds deposited into his UOB Account -855 on 14 February 2017. The proceeds were subsequently moved from UOB Account -855 to Natwest Account -378 on 27 July 2018,³⁴ and from Natwest Account -378 to Natwest Account -689 on 4 July 2019.³⁵

³³ Letter from Godwin Campos LLC dated 29.08.2019 at annexed p 3.

³⁴ Letter from letter from Godwin Campos LLC dated 29.08.2019 at para 3.

³⁵ Husband's Supplementary Affidavit (25.10.2019) ("HAOM4") at paras 8, 16.

25 Having perused the evidence,³⁶ I accept the Husband's explanation. However, as mentioned at [11] above, the pool of matrimonial assets is determined as at the IJ date, *ie* 6 March 2018. At this date, the proceeds of the [A] Pension (of EUR513,792.23) was still parked in UOB Account -855.³⁷ I therefore include the balance in UOB Account -855 into the pool of matrimonial assets, and exclude the [A] Pensions and the balance in Natwest Account -689.

26 As regards Natwest Accounts -378 and -957, their balances should be taken as near to the IJ date as possible. I therefore adopt the balances in these accounts as indicated by the Husband in his first Affidavit of Assets and Means ("HAOM1"), which were GBP53,951.35 for Natwest Account -378 as at 1 March 2018³⁸ and GBP1,099.46 for Natwest Account -957 as at 16 May 2018.³⁹

(3) [A] Stock Plan

27 I accept the Husband's evidence that the [A] Stock Plan was valued at \$1,221,536.92 as at 19 August 2019.⁴⁰

Disputed assets

28 The disputed assets are as follows:

S/N	Description
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³⁶ Minute Sheet (31.10.2019) at p 3.

³⁷ Husband's 2nd Affidavit of Assets and Means (04.04.2019) ("HAOM2") at p 715.

³⁸ HAOM1 at p 178.

³⁹ HAOM1 at p 185.

⁴⁰ HAOM4 at p 60.

Wife's Assets	
1	Dissipation by the Wife
Husband's Assets	
2	UK Pension
3	Dissipation by the Husband

(1) Dissipation by the Wife

29 The Husband submitted that the Wife has dissipated \$279,877.37 between 31 March 2016 and 18 September 2018,⁴¹ which must be clawed back to the pool of matrimonial assets.

30 The Court of Appeal provided the following guidelines on how allegations of wrongful dissipation are to be addressed (*TNL v TNK* [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.

⁴¹ HS-1 at para 189.

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]

31 As emphasized by the Court of Appeal, what constitutes a substantial sum is a factual question. Considering the lifestyle that the Wife has enjoyed, and that the family withdraws an average monthly sum of over \$50,000.00 between 2015 and 2018,⁴² I am of the view that only withdrawals exceeding \$50,000.00 should be clawed back. For example, if the Wife made three withdrawals of \$49,000.00, \$3,000.00 and \$51,000.00, only the final withdrawal would be clawed back. The first two withdrawals, being less than \$50,000.00 each, will not be clawed back. I therefore notionally add back a sum of \$89,953.93, being the sum withdrawn by the Wife from POSB Account -635 on 18 September 2018, which was the only withdrawal that exceeded \$50,000.00.

(2) UK Pension

32 The evidence shows that the UK Pension was granted to the Husband for services rendered by him from 1 October 1986 to 31 March 2007,⁴³ for a total of 21 years. On the date at which the Husband stopped accumulating the UK Pension, *ie* 31 March 2007, the accrued amount due to him was GBP36,860.22 per annum⁴⁴ (*ie*, that upon his retirement, tentatively indicated to

⁴² HS-2 at para 28.

⁴³ HAOM4 at p 81.

⁴⁴ HAOM4 at p 89.

be 1 October 2016, he would receive GGP38,860.22 per annum). It therefore appears that the earliest date this amount would be payable to the Husband is 1 October 2026.⁴⁵

33 The UK Pension is a matrimonial asset, notwithstanding that the amount accrued is not yet payable to the Husband. This is because the Husband's entitlement to the UK Pension is in itself a chose in action, which falls within the definition of "matrimonial assets" under s 112(10) of the Charter: *Chan Teck Hock David v Leong Mei Chuan* [2002] SGCA 3 ("*Chan Teck Hock*") at [17], [27]–[29].

34 However, as earlier mentioned, the UK Pension was granted to the Husband for services rendered (largely) before the marriage. Since parties were only married in 2005, just 2 out of the 21 years' of the Husband's services occurred after the marriage. Accordingly, the amount of accrued pension to be added to the pool of matrimonial assets would be GBP3,510.50 per annum (being GBP36,860.22 x 2 / 21): *Chan Teck Hock* at [37]. However, it was not indicated for how many years the UK Pension would be available to the Husband after his retirement. In other words, while the multiplicand of GBP3,510.50 per annum is known, the multiplier (in terms of the number of years) is not. It follows that the total amount of accrued pension to be added to the pool of matrimonial assets cannot be ascertained. I am thus constrained to adjusting the final division ratio in the Wife's favour.

⁴⁵ Wife's Affidavit (29.08.2019) ("WAOM4") at p 104.

(3) Dissipation by the Husband

35 When the Husband was retrenched in February 2017, he received a termination package of about \$1.2m, which was deposited into DBS Account - 466.⁴⁶ However, as of end October 2018 (about 20 months later) this sum has been substantially used up.⁴⁷ The Husband has also withdrawn his CPF money amounting to approximately \$259,165.00⁴⁸ and transferred this sum to Natwest Account -378 on 10 September 2018.⁴⁹

36 As mentioned at [11] above, bank accounts should be identified and valued as at the IJ date. Since the Husband's CPF money was only withdrawn after the IJ date, it follows that such money would still be parked in the Husband's CPF accounts as at the IJ date. I therefore add the \$259,165.00 back to the pool of matrimonial assets.

37 I turn to the termination package. The Husband explained that the \$1.2m has been spent on various categories of expenses.⁵⁰ I note that for 12 months following his termination in February 2017, the Husband did not find another job (because of a non-compete clause in his employment contract with the employer that retrenched him).⁵¹ Nevertheless, the Husband ought to provide some explanations for spending \$1.2m over the course of 20 months (*ie*, about \$60,000.00pm).

⁴⁶ HS-2 at para 30.

⁴⁷ WS-1 at para 41(a)(i)–(ii).

⁴⁸ HAOM1 at p 3.

⁴⁹ WS-1 at para 41(a)(v).

⁵⁰ HS-2 at para 34.

⁵¹ HS-2 at para 32.

38 The Husband has explained that his money has been used on the following:⁵²

Category	Description	Amount (\$)
1	Income tax	234,935.63
2	Rental	28,000.00
3	Maintenance of the family	261,279.00
4	Daughter's school fees	77,852.92
5	Family holidays	29,047.52
6	Repayment for Wife's car accident	1,200.00
7	Holidays with relatives	42,515.06
8	Maintenance of children from his first marriage	115,725.54
9	Counselling fees	29,251.25
10	Repayment of loans to Husband's parents	21,982.46
11	Overseas trips to look for jobs	44,665.72

⁵² HS-2 at para 34.

12	Legal fees	96,061.98
13	Living expenses	~ 165,000.00

39 My analysis of the Husband's explanations is as follows:

(a) I can accept that category 1 is valid, since such payments were required by law.

(b) I can also accept that categories 2 to 6 are valid, since these expenses were for necessities and/or to the benefit of the family. These expenses were incurred for the benefit of the family, and with full knowledge from the Wife. Such expenses, by their nature, must have been taken to have been consented to by the Wife. They thus do not fall foul of the rule in *TNL* (see [30] above).

(c) Concerning category 7, while the Husband is entitled to go on holidays with his relatives, I do not think that he should spend excessively on these trips. In my view, the Husband should only be allowed to spend up to \$20,000.00 on overseas trips with his relatives.

(d) Concerning category 8, while the Husband can, and should be allowed to, maintain his children from his first marriage, I do not think that he should spend excessively. This is because the Husband indicated that his maintenance of his children from his former marriage was not done out of a legal obligation, *ie* that it was voluntary. In contrast, there is a legal obligation for him to maintain the Wife and the Children. In his first affidavit of assets and means, the Husband stated that he gave

his children GBP1,000.00pm for their university education.⁵³ Over a course of 20 months (the duration in which the Husband was unemployed), this would amount to GBP20,000.00 (~ \$30,800.00). I am willing to add in some further allowance in respect of the maintenance provided, but even then, the Husband should only be allowed to spend up to \$50,000.00 on maintenance of the children from his first marriage.

(e) I can accept that category 9 is valid, since the importance of counselling for the Husband to deal with his emotional stress arising from the divorce⁵⁴ should not be understated.

(f) Concerning category 10, there is the presumption that transfers from parents to children are presumed to be gifts and not loans (see *Neo Hui Ling v Ang Ah Sew* [2012] 2 SLR 831 at [23]). The money given to the Husband by his parents is thus presumed to be a gift. The Husband claimed that his parents lent him about GBP10,000.00 in September 2015 when he was struggling to pay rent after leaving the Matrimonial Home.⁵⁵ To show that the GBP10,000.00 was in the nature of a loan, the Husband merely pointed to his bank statements for DBS Account -466. However, the statements simply indicated that there were two cheque deposits into the account.⁵⁶ There was no explanation on the source of, or the purpose behind, the deposits. I am thus not convinced that the GBP10,000.00 was a loan. Accordingly, I do not accept the expense in category 10.

⁵³ HAOM1 at paras 15(a)–(b).

⁵⁴ Husband’s 3rd Affidavit of Assets and Means (31.05.2019) (“HAOM3”) at para 12.

⁵⁵ HAOM3 at p 290.

⁵⁶ HAOM2 at p 482.

(g) Concerning category 11, the Husband stated that he had to travel overseas to Paris, Pakistan, Dubai and London to find jobs after being retrenched from Company [A].⁵⁷ The Husband did not specify the number of trips taken, or the amount spent on each trips, but a rough picture can be drawn from the Husband's bank statements for his UOB Account -892. The bank statements show transactions made in Pakistan in April 2017,⁵⁸ London in May 2017,⁵⁹ Dubai in June 2017,⁶⁰ London in July 2017,⁶¹ Dubai in July 2017,⁶² Pakistan in July 2017,⁶³ Dubai in August 2017,⁶⁴ Paris in September 2017.⁶⁵ These transaction patterns match the Husband's version on his travelling to these countries in search of a job.⁶⁶ Strictly speaking, these transactions concerned leisure expenses such as shopping, restaurant *etc*, and it is not self-evident that these expenses were incurred in search of a job. However, I am willing to give the Husband the benefit of the doubt, since the Husband's efforts at re-connecting with his old contacts in the industry would likely have taken place over a leisurely setting. I also keep in mind that these expenses could be considered a "necessity" insofar as they are incurred as part of the Husband's pursuit for a job. Exercising my discretion in a

⁵⁷ HS-2 at para 33(d).

⁵⁸ HAOM2 at p 1170.

⁵⁹ HAOM2 at p 1187.

⁶⁰ HAOM2 at pp 1197–1998.

⁶¹ HAOM2 at p 1210.

⁶² HAOM2 at p 1221.

⁶³ HAOM2 at p 1222.

⁶⁴ HAOM2 at p 1239.

⁶⁵ HAOM2 at pp 1254–1255.

⁶⁶ HS-2 at para 34(d).

broad-brush manner, I am of the view that the Husband was entitled to spend up to \$40,000.00 on his overseas trips to look for jobs (*ie*, \$4,665.72 would be clawed back to the pool of matrimonial assets).

(h) Concerning category 12, legal fees are generally not deducted from the pool of matrimonial assets, lest any cost order rendered be made nugatory: *AQT v AQU* [2011] SGHC 138 at [37]. Therefore, I do not accept that the expenses in category 12 is validly incurred.

(i) Concerning category 13, the Husband stated that he paid for not just his living expenses, but also the expenses of the Wife and the Children.⁶⁷ He explained that in spite of his unemployment, living expenses remained high because the family continued to maintain a high standard of living,⁶⁸ and because the Husband wanted to entertain his ex-clients so as to maintain good relationships with them.⁶⁹ In my opinion, the Husband's explanation corresponds with the evidence. The bank account statements for UOB Account -892 showed numerous transactions in family venues, such as Golden Village, Sentosa and McDonalds; the statements also showed transactions in fine dining restaurants. However, even if the Husband's explanation stands up to scrutiny, there must nevertheless be a cap on the amount that he could reasonably spend. Exercising my discretion in a broad-brush manner, and keeping in mind the Husband's employment history as well as the family's standard of living, I find the Husband should be allowed to

⁶⁷ HS-2 at para 35.

⁶⁸ HS-2 at para 36.

⁶⁹ HS-2 at para 37.

spend up to \$150,000.00 on living expenses (*ie*, \$15,000.00 would be clawed back to the pool of matrimonial assets).

40 Accordingly, from the \$1.2m retrenchment package, I claw back the following sums:

Category	Description	Amount clawed back (\$)
7	Holidays with relatives	22,515.06
8	Maintenance of children from his first marriage	65,725.54
10	Repayment of loans to Husband's parents	21,982.46
11	Overseas trips to look for jobs	4,665.72
12	Legal fees	96,061.98
13	Living expenses	15,000.00
	Total	225,950.76

41 In sum, \$259,165.00 is to be clawed back in respect of the Husband's CPF money (see [36] above) and \$225,950.76 is to be clawed back in respect of his retrenchment package (see [40] above). I thus notionally add back \$485,115.76 (being \$225,950.76 + \$259,165.00) back to the pool of matrimonial assets.

Disputed liabilities

42 The disputed liabilities are as follows:

S/N	Description
Husband's Liabilities	
1	Income tax
Wife's Liabilities	
2	Loan from Wife's parents
3	Loan from brother
4	Citibank loan
5	Income tax

43 I address the disputed liabilities in turn.

(1) Husband's income tax

44 The Husband indicated in the JSRI that his income tax liability was \$175,882.30,⁷⁰ but later claimed that his income tax liability was reduced to \$132,328.78.⁷¹ I accept his position, since the Husband's reduced income tax

⁷⁰ JSRI at p 16.

⁷¹ Minute Sheet (31.10.2019) at p 10.

liability will benefit the Wife by increasing the Husband's net assets available for division.

(2) Loan from Wife's parents

45 The Wife claimed that she has had to borrow \$114,400.00 from her parents⁷² to meet the family's finances.⁷³ She has furnished, in support of her claims, some cheques issued from her parents.⁷⁴

46 Gratuitous transfers from parents to children are presumed to be gifts and not loans by virtue of the presumption of advancement: see [39(f)] above. Therefore, the \$114,400.00 will be presumptively treated as a gift from the Wife's parents, and not a liability. The Wife's evidence in this regard was limited to the copies of the cheques from her parents.⁷⁵ This, without more, merely shows that money was given from the Wife's parents. This does not show the nature of the money that was given. Therefore, the presumption of gift has not been rebutted.

47 Since the \$114,400.00 was a gift, it is not a valid liability. I therefore decline to deduct the \$114,400.00 from the Wife's share of the matrimonial assets. However, I note the Wife's evidence that she has applied the \$144,400.00 towards family expenses, and will take this sum into consideration when considering the Wife's indirect financial contributions.

⁷² JSRI at p 16.

⁷³ WAOM2 at para 68(b).

⁷⁴ WAOM4 at pp 63, 76; WAOM1 at pp 56–77.

⁷⁵ WAOM1 at para 34(a)(ii).

(3) Loan from Wife's brother

48 The Wife claimed that she has had to borrow \$52,000.00 from her brother⁷⁶ to buy a new car for the family.⁷⁷ In support of her claim, she furnished a promissory note entered into between her and her brother for the aforementioned sum.⁷⁸

49 The promissory note was dated 15 August 2019.⁷⁹ This debt was thus incurred after the IJ date, which is the identification date for matrimonial assets and liabilities. Nor was there evidence that the \$52,000.00 was received by the Wife and applied towards the purchase of the new car. I therefore decline to deduct the sum of \$52,000.00 from the pool of matrimonial assets.

(4) Citibank loan

50 The Wife claimed that she has had to borrow \$57,000.00 from Citibank.⁸⁰ In support of her claim, she furnished a letter from Citibank dated 6 September 2018.⁸¹

51 It appears that the sum of \$57,000.00 was given to the Wife on 27 August 2018.⁸² This debt was thus incurred after the IJ date, which is the

⁷⁶ JSRI at p 16.

⁷⁷ WAOM4 at para 15.

⁷⁸ WAOM4 at p 79.

⁷⁹ WAOM4 at pp 79–80.

⁸⁰ JSRI at p 16.

⁸¹ WAOM4 at p 64.

⁸² WAOM4 at p 64.

identification date for matrimonial assets and liabilities. I therefore decline to deduct the sum of \$57,000.00 from the pool of matrimonial assets.

(5) Wife's income tax

52 The Wife indicated in the JSRI that her income tax liability was \$43,979.64,⁸³ but later claimed that his income tax liability was reduced to \$4,724.42.⁸⁴ I accept her position, since the Wife's reduced income tax liability will benefit the Husband by increasing the Wife's net assets available for division.

Summary

53 In summary, the pool of matrimonial assets is as follows:

S/N	Description	Valuation (\$)
Joint Assets		
1	Matrimonial Home	3,983,835.77
Subtotal (A)		3,983,835.77
Wife's Assets		
2	Wife's Assets	546,098.13
3	Dissipation by the Wife	89,953.93

⁸³ JSRI at p 16.

⁸⁴ Minute Sheet (31.10.2019) at p 10.

4	Income tax liability	(4,724.42)
	Subtotal (B)	631,327.64
Husband's Assets		
5	DBS Account -466	7.43
6	UOB Account -855	791,240.03 (EUR513,792.23)
7	Natwest Account -378	91,177.78 (GBP53,951.35)
8	Natwest Account -957	1,858.09 (GBP1,099.46)
9	[A] Stock Plan	1,221,536.92
10	Dissipation by the Husband	485,115.76
11	Income tax liability	(132,328.78)
	Subtotal (C)	2,458,607.23
	Total [(A) + (B) + (C)]	7,073,770.64

Division*Direct contributions*

54 The parties were in broad agreement that assets held in a party's sole name was financed by that party alone. The controversy concerned the parties' direct contributions towards the acquisition of the Matrimonial Home.

(1) The Matrimonial Home

55 The parties agreed on the extent of their mortgage payments between 2007 and 2015.⁸⁵ They differed on how much they contributed in terms of the initial outlay and the mortgage payments between June 2015 and June 2017.

(A) INITIAL OUTLAY

56 The main controversy concerns a sum of \$252,066.08 that the Husband allegedly transferred to the Wife by way of cheque. The Husband claimed that this sum represented his contributions towards the initial outlay.⁸⁶ The Wife denied receiving such a sum.

57 The evidence showed that the Husband issued a cheque for \$252,066.08 on 27 February 2007.⁸⁷ The Wife was ordered to disclose statements for her Standard Chartered bank account for February 2017, but the statements disclosed only went up to 17 February 2017.⁸⁸ The Wife then furnished an email

⁸⁵ WS-1 at para 63; HS-2 at para 77.

⁸⁶ HS-2 at para 68.

⁸⁷ HAOM1 at p 271.

⁸⁸ Husband's Supplementary Affidavit (20.11.2019) ("HAOM5") at p 57.

from Standard Chartered stating that the Wife's bank account statements for February 2007 cannot be retrieved.⁸⁹

58 On the evidence, I accept the Husband's position. The cheque sum, when combined with the Husband's other payment that was proven, lends credence to his position that the Husband and the Wife would each be responsible for half of the initial outlays.⁹⁰ The evidential burden thus shifted to the Wife to show that the cheque was not issued to her, by showing her bank account statements. That she failed to do.

59 Accordingly, I deduct the sum of \$252,066.08 from the Wife's actual contributions towards the initial outlays of \$630,232.15. I add this sum to the Husband's actual contributions of \$126,400.00.

(B) MORTGAGE PAYMENTS FROM 1 JUNE 2015 TO 31 JUNE 2017

60 According to the Husband, \$7,300.00 out of the money he sent the Wife monthly should be treated as his contributions towards the mortgage payments because he earmarked the \$7,300.00 specifically for this purpose.⁹¹ The Wife explained that this \$7,300.00pm needed to be applied towards household expenses instead, since the money given from the Husband to the Wife specifically for household expenses was not sufficient.⁹²

61 In my view, the Wife should not be allowed to use the \$7,300.00 for a purpose different from what was intended by the Husband. If the Husband truly

⁸⁹ Wife's Affidavit (30.10.2019) ("WAOM6") at p 35.

⁹⁰ HS-2 at paras 67–68.

⁹¹ HS-2 at para 78.

⁹² WS-1 at

did not provide enough for the Wife and Children between 2015 and 2017, the Wife should have commenced proceedings for interim maintenance then, instead of waiting until January 2018 to commence interim maintenance proceedings.

62 I therefore accept that the \$7,300.00pm should be treated as the Husband's contributions towards the mortgage payments. From 1 June 2015 to 31 June 2017 (25 months), this amounts to a total of \$182,500.00. I add this sum to the Husband's contributions for the period from 1 June 2015 to 1 July 2017. However, I do not deduct this sum from the Wife's contributions for the same period, since the fact remains that she did apply her CPF money towards discharging the mortgage loan. In other words, the Husband's direct contributions for this period will be increased by \$182,500.00, while the Wife's direct contributions remain the same at \$204,923.63.

(C) MORTGAGE PAYMENTS FROM 1 JULY 2017 TO 28 FEBRUARY 2018

63 The determination of the parties' contributions ought not be limited to 31 June 2017. A spouse's contributions ought to be considered up to the point where the marriage continues to "[exist] in any meaningful sense": *UWL v UWM* [2019] SGHCF 17 at [42]–[44]. This generally refers to the IJ date, which in this case was 6 March 2018. Therefore, the parties' contributions towards mortgage payments from 1 July 2017 to end February 2018 (another 8 months) should be taken into account as well.

64 For this period, the Wife applied \$15,945.80 of her CPF money towards discharging the mortgage loan.⁹³ I count this as the Wife's contributions.

⁹³ WAOM2 at pp 98–101.

However, the Husband was still providing the Wife the monthly sum of \$7,300.00 to pay for the mortgage loan for this period. I therefore also add \$58,400.00 (being \$7,300.00pm x 8) to the Husband's contributions for this period.

(D) SUMMARY

65 The parties' contributions towards the acquisition of the Matrimonial Home is as follows:

	Wife's Contributions (\$)	Husband's Contributions (\$)
Initial outlay	378,166.07	378,466.08
Mortgage payments from 1 April 2007 to 31 May 2015	289,484.15	618,000.00
Mortgage payments from 1 June 2015 to 31 June 2017	204,923.63	187,850.00
Mortgage payments from 1 July 2017 to 28 February 2018	15,945.80	58,400.00
Total	888,519.65	1,242,716.08
Percentage	41.69	58.31

Apportioned value of Matrimonial Home	1,660,875.10	2,322,960.67
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(2) Overall contributions

66 The parties' overall contributions are as follows:

	Wife's Contributions (\$)	Husband's Contributions (\$)
Matrimonial Home	1,660,875.10	2,322,960.67
Wife's Assets	631,327.64	
Husband's Assets		2,458,607.23
Total	2,292,202.74	4,781,567.90
Contributions ratio	0.32	0.68

Indirect contributions

67 The Husband submitted that the indirect contributions ratio should be 50:50.⁹⁴ The Wife submitted that the indirect contributions ratio should be 80:20 between her and the Husband.⁹⁵

68 Having considered the evidence, I am of the view that both parties have made substantial indirect financial contributions. Beginning with the Wife, she

⁹⁴ HS-1 at para 212.

⁹⁵ WS-1 at para 76.

furnished evidence of her spending on the renovations of the Matrimonial Home when it was purchased.⁹⁶ The Husband himself recognised that the parties made roughly equal contributions since they moved into the Matrimonial Home until the Wife quit her job in 2012.⁹⁷ Turning to the Husband, it was not disputed that the Wife stopped contributing to the household expenses since October 2012, when she left her job.⁹⁸ Regardless of how the Wife lost her job, the fact remains that the Husband contributed the bulk of family expenses from this point onwards until the marriage has broken down. Nevertheless, the Wife did appear to have applied some of her own money towards family expenses (see [47] above). Taking a broad-based view of the entire marriage, it appears to me that both parties have made substantial indirect financial contributions. It is thus impractical to embark on a comparison of which party has contributed more in this regard.

69 In relations to non-financial contributions, I am of the view that the Wife has put in more effort compared to the Husband. The Wife was a full-time housewife between 2012 and 2017. It follows that she would have been more involved in raising the Children. The Husband did not appear to deny the fact that the Wife was the one who took charge of the Children's welfare.⁹⁹ However, I am not of the view that the Wife's non-financial contributions "vastly outweigh"¹⁰⁰ the Husband's. The Husband did make time to interact with the Children, and did take part in household chores whenever possible.

⁹⁶ WAOM2 at para 54(a) and pp 423–493.

⁹⁷ HS-1 in para 200.

⁹⁸ WAOM2 at para 55.

⁹⁹ HS-1 at para 208.

¹⁰⁰ WS-1 at para 73.

70 In sum, both parties have made substantial indirect financial contributions, and it is in my view not feasible to make a comparison on whose contributions was greater. In terms of non-financial contributions, however, it could be reasonably concluded that the Wife has put in greater effort – but this in no way meant that the Husband has been derelict in his familial duties.

71 Based on my observations above, and exercising my discretion in a broad-brush manner, I arrive at an indirect contributions ratio of 40:60 between the Husband and the Wife.

Overall contributions

72 In the present case, there is no compelling reason to depart from the general position that direct and indirect contributions are given equal weightage.

73 The parties' average contributions ratio is as follows:

	Wife	Husband
Direct contributions	0.32	0.68
Indirect contributions	0.60	0.40
Average	0.46	0.54

74 I make a further adjustment to the average ratio to take into account the UK Pension (see [34] above) and arrive at a final division ratio of 48:52 between the Wife and the Husband.

Apportionment

75 There is agreement between the parties that the Wife should take over the Husband's share of the Matrimonial Home. I therefore make an order for the Wife to buy over the Husband's share in the Matrimonial Home. However, I note that the valuation of the Matrimonial Home was rather dated. Further, I take judicial notice of the COVID-19 pandemic, and the pandemic's impact on the property market. Accordingly, I am of the view that for the purposes of apportionment (and only for this purpose), there should be a revaluation of the Matrimonial Home, and the Wife shall buy the Husband's share of the Matrimonial Home based on this revaluation (at 0.52 x the revaluation value). The costs of the revaluation shall be borne equally by the parties. If the Wife is unable to buy over the Husband's share within six months after the date of this judgment, the Matrimonial Home will be sold, and the net proceeds of sale will be divided between the parties in the proportions of 48:52 between the Wife and the Husband.

76 I turn to the assets held in the parties' sole name, the aggregate value of which is \$3,089,934.87. Using the division ratio of 48:52, this translates to \$1,483,168.74 for the Wife and \$1,606,766.13 for the Husband. To arrive at this division, the Husband is to transfer to the Wife \$851,841.10 (being \$2,458,607.23 - \$1,606,766.13). The transfer is to take place at the same time of the transfer of the Matrimonial Home to the Wife, or the completion of the sale of the Matrimonial Home, as the case may be.

Custody and access

Custody

77 The Wife submitted that no order of custody should be made, while the Husband submitted that there should be an order for joint custody.

78 Practically speaking, there is little (if any) difference between a “no custody order” and a “joint custody order”: *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 (“*CX*”) at [18]. In either case, both parents continue to exercise custody over their children. Nevertheless, in cases where there is a dispute between the parents over the children’s upbringing, a joint custody order may be preferable: *CX* at [19].

79 In the present case, I am of the view that a joint custody order should be made. There is a dispute concerning the Children’s education, with the Wife insisting that the Children continue their education in an international school in Singapore and the Husband arguing that a local school would be more than sufficient. This disagreement on the choice of schooling for the Children is clearly a dispute concerning the Children’s upbringing, as education is also a matter falling within a parent’s custodial power (*CX* at [33]). In the circumstances, I am of the opinion that a joint custody order will be more appropriate, since it will be a reminder that *both* parties have a say over the Children’s education.

80 This brings me to the dispute concerning the Children’s education. The Wife submitted that the Children should be allowed to continue studying in an international school where they are thriving, and to transfer them elsewhere

would be disruptive.¹⁰¹ The Husband submitted that the Children should study in local schools instead, which are just as good as international schools but cheaper.¹⁰² Regard must be had to the reasonable views of the Husband, who is also a custodial parent. As a result, while the Wife is entitled to continue enrolling the Children in the international school, the Husband will not be made to bear the financial burdens of such a decision. I deal with this further below when assessing the maintenance of the Children.

Access

81 The parties also disagreed on the Husband's access terms. The Wife submitted that the access terms must "accord with the Children's wishes",¹⁰³ which I interpret to mean that the Husband should not be allowed access to the Children if the Children does not want to meet the Husband. The Husband understandably disagreed.¹⁰⁴

82 I accept the Husband's position. It is in the best interests of a child for him to maintain links with both of his parents (see *UYK v UYJ* [2020] SGHCF 9 at [65]). The Children, being young, may not appreciate the importance of maintaining the links with the Husband, and thus it is not in their best interest to allow the Husband access only when the Children feel like meeting him. Moreover, the Husband has moved out of the Matrimonial Home and away from the Children since as early as 2012. The Children would thus have necessarily become somewhat estranged from the Husband, and there is a real possibility

¹⁰¹ WS-1 at paras 10–12.

¹⁰² HS-1 at para 79.

¹⁰³ WS-1 at para 22.

¹⁰⁴ HS-2 at para 15.

that the Children would be unwilling to meet with him. In the circumstances, to subject the Husband's access to the Children's wishes would not help improve their relationship. Any concerns about the Children being afraid of the Husband¹⁰⁵ can be addressed by making access supervised, where necessary.

83 Accordingly, I set out the following access terms:

(a) The Husband shall have video access twice a week. Keeping in mind the 7-hour difference in time zone, I am of the view that the three access sessions should take place on Friday and Sunday every week, between 7.00 pm to 7.30 pm Singapore time (*ie* 12.00 pm to 12.30 pm UK time). The duration of each session takes into account the attention span of a child of the Child's age and can be increased as they grow older. Setting access at fixed timings would also prevent any potential conflict between the Husband and the Wife on scheduling. The Husband is to give advance notice by 11.59 pm Singapore time (or 4 pm UK time) the previous day if he is not exercising his right to video access. The Wife is to give advance notice of 3 hours if the Children are unavailable for video access, and shall provide make-up access the next day at the same time. The first three video access sessions shall be supervised, and the fourth video access session onwards shall be unsupervised.

(b) The Husband shall have three weeks of physical access during the Children's summer vacation if they continue to attend international schools, or three weeks of physical access during the Children's year-end holidays should they attend public schools. Given the ages of the Children, the Wife would have to accompany the Children if they are to

¹⁰⁵ WS-1 at para 28.

go to the UK. Between the Wife and Children travelling to UK to meet the Husband, and the Husband travelling to Singapore to meet the Children, I am of the view that the latter arrangement is preferable. The Husband is to give the Wife a month's notice before flying to Singapore so that parties have time to discuss the itinerary. However, I take judicial notice of the current travel restrictions imposed by the Singapore government in respect of foreign travellers. Therefore, physical access is to commence only when the travel restrictions have been lifted. Parties can make mutual arrangements for the Children to visit the UK after 2021.

(i) When the Husband is travelling to Singapore, the Husband is to bear the travel expenses by himself. For the time being, when the Children are not able to travel by themselves and the Wife will need to accompany them to the UK, the travel expenses for the Wife and the Children are to be borne by the Wife and the Husband in equal measures. However, the Husband will be liable for no more than \$4,000.00 in travel expenses. Once the Children are able to travel to the UK by themselves, the Husband shall bear the Children's travel expenses by himself (for the avoidance of doubt, if the Wife wishes to accompany the Children even though the Children can travel by themselves, the Wife shall bear her own expenses).

(ii) Considering that the Children have been, and continue to be, somewhat estranged from the Husband, the first physical access session after this issuance of this judgment will be supervised. Subsequent physical access sessions will be unsupervised. It is therefore to the interests of parties to work

together, for the sake of the Children, to encourage the bonding between the Children and the Husband on every possible occasion until then.

Maintenance

Children

84 The Wife submitted that the Husband should be solely responsible for the Children's monthly expenses, estimated by the Wife to be \$27,000.00pm.¹⁰⁶ This sum is an aggregate of the Children's share of the maid, car and household expenses, as well as their personal expenses.

85 Beginning with the maid expenses, I can accept that Children's share of such expenses at \$291.09pm per person¹⁰⁷ is reasonable.

86 Turning to the car expenses, I am of the view that the car expenses is more appropriately characterised as the part of the Wife's expenses, and not the Children's. While the Wife would undoubtedly use the car to ferry the Children around, I am convinced that the Wife's personal use of the car would still be dominant.

87 With regard to the household expenses, the food expenses of \$4,300.00pm is in my view on the high side. A more reasonable quantum to incur would be \$3,600.00pm (or \$1,200.00pm per person). Therefore, the reasonable monthly household expenses would be \$2,174.16pm per person

¹⁰⁶ WS-1 at para 114.

¹⁰⁷ WAOM2 at p 562.

(being \$2,407.49 (which is the Wife's claimed household expenses)¹⁰⁸ - \$1,433.33 (the Wife's claimed food expenses) + \$1,200.00).

88 I now deal with the Children's personal expenses. First, the school fees and school-related expenses at \$8,012.00pm¹⁰⁹ for both Children are on the high side. As mentioned above at [80], the Husband has a say over the Children's education. The views of the Husband in wanting to enrol the Children in local schools are not unreasonable. I therefore lower the reasonable amount of school fees and school-related expenses to \$1,500.00pm for both Children. For the avoidance of doubt, this is separate from the tuition expenses of \$814.00pm for both Children, which I am of the view is reasonable. If the Wife insists that the Children attend international schools, she would have to bear the additional expenses above the \$1,500.00pm for both Children herself.

89 Secondly, the hobbies and tours and family outings expenses for both Children at \$2,897.40pm and \$1,666.00pm are on the high side. In my view, the reasonable hobbies expenses for both Children ought to be no more than \$1,000.00pm, and the tours and family outing expenses for both Children no more than \$750.00pm.

90 Third, the childcare expenses of \$2,500.00pm, which concern travelling fees and food expenses, is in my view overlapping with the household expenses¹¹⁰ and the Children's transport expenses.¹¹¹ I thus lower the amount of reasonable childcare expenses to \$250.00pm for both Children. Likewise, the

¹⁰⁸ WAOM2 at p 565.

¹⁰⁹ WAOM2 at p 565, S/Ns 33–34.

¹¹⁰ WAOM2 at p 560, S/N 1.

¹¹¹ WAOM2 at p 565, S/N 44.

furniture expenses also overlap with the household expenses.¹¹² I thus lower the amount of reasonable furniture expenses to \$200.00pm for both Children.

91 Fourth, the entertainment expenses of \$354.00pm for both Children is in my view inflated. I lower the quantum of reasonable entertainment expenses to \$200.00 for both Children.

92 Lastly, the miscellaneous expenses at \$674.00pm for both Children is in my view inflated. I lower the quantum of reasonable miscellaneous expenses to \$350.00pm for both Children.

93 Accordingly, the Children's reasonable personal expenses are as follows:

S/N	Description	Quantum (\$)
1	School fees and school-related expenses	1,500.00
2	Pocket money	280.00
3	School snacks	200.00
4	Medical/Dental	559.00
5	Enrichment/Tuition	814.00
6	Hobbies/Sports	1,000.00

¹¹² WAOM2 at p 560, S/N 4.

7	Tours and family outings	750.00
8	Insurance	306.00
9	Transport	100.00
10	Childcare	250.00
11	Clothing	284.00
12	Stemcord fees	25.00
13	Electronics/Toys	318.00
14	Furniture	200.00
15	Entertainment	200.00
16	Miscellaneous	350.00
	Total	7,086.00

94 The Children's reasonable monthly expenses would be as follows:

S/N	Description	Quantum (\$)
1	Children's personal expenses	7,086.00
2	Children's shares of household expenses	4,348.32 (2,174.16 x 2)

3	Children's shares of maid expenses	582.18 (291.09 x 2)
Total		12,016.50

95 I note that the Husband claimed that his current income is only \$10,089.47pm.¹¹³ In support of his claim, he furnished pay slips showing that his monthly take-home income was GBP6,076.00.¹¹⁴ However, as the Wife pointed out in her second Affidavit of Assets and Means, the Husband's remuneration consists of not just salary but also four additional discretionary bonus payments.¹¹⁵ (This was not addressed by the Husband in his third Affidavit of Assets and Means). Nevertheless, I take judicial notice of the COVID-19 pandemic, and its potential effect on the discretionary components of the Husband's income. In my view, the Husband should only be responsible for three-quarters of the Children's reasonable expenses, *ie* \$9,000.00pm. This order for maintenance of the Children can be varied once the Wife finds employment.

Wife

96 I now consider the Wife's maintenance. She claimed maintenance of \$14,123.84pm.¹¹⁶ Having looked at the Wife's claimed personal expenses, I am of the view that they are rather inflated. I have excluded tithing/donations and

¹¹³ HS-2 at para 49.

¹¹⁴ HAOM4 at Tab J.

¹¹⁵ WAOM2 at para 77.

¹¹⁶ WAOM2 at p 565.

parent-related expenses, which are personal to the Wife in nature, and should no longer be borne by the Husband after the marriage ends. I have also excluded income tax as the Wife has ceased employment. I set out a tabulation of the Wife's reasonable personal expenses below:

S/N	Description	Quantum (\$)
1	Medical/Dental/Physiotherapy	500.00
2	Personal upkeep	500.00
3	Clothing	500.00
4	Sports	300.00
5	Facial/Manicures	200.00
6	Entertainment	500.00
7	Magazines	25.00
8	Insurance	657.00
9	Others	616.00
10	Travel	300.00
	Total	4,098.00

97 I turn to the Wife's claimed car expenses, which is in my view also rather inflated. I accept the Husband's valuation of the car expenses, at \$2,669.97pm.¹¹⁷

98 The Wife's reasonable monthly expenses would be as follows:

S/N	Description	Quantum (\$)
1	Personal expenses	4,098.00
2	Car expenses	2,669.97
3	Wife's share of household expenses	2,174.16
4	Wife's share of maid expenses	291.09
Total		9,233.22

99 The Wife is currently unemployed. Even then, the Husband should not be made wholly responsible for the Wife's monthly expenses. While the Children cannot be expected to provide for themselves, the Wife can be expected to do so. (As mentioned above in [6], the Wife was able to obtain a new job in a new industry after five years of being out of the workforce for a salary of about \$11,000.00pm). In my view, the Husband should only be responsible for \$4,000.00 out of the \$9,683.22 of the Wife's reasonable monthly expenses.

¹¹⁷ HS-1 at p 68.

100 I agree with the Wife that an award for lump-sum maintenance should be given, since it will ensure a clean break in at least one area between the parties. The Wife submitted that the multiplier should be four years.¹¹⁸ I am of the view that this multiplier is too generous, since the Wife can, and ought to, find employment within four years, given her employment history. That being said, I do take judicial notice of the COVID-19 pandemic and its effect on the economy. Accordingly, a multiplier of 24 months would be in my view appropriate. The Husband should thus pay the Wife a lump-sum award of \$96,000.00 (being \$4,000.00 x 24).

Conclusion

101 In sum, the Wife is to buy over the Husband's 52% share of the Matrimonial Home based on the new valuation of the same. If the Wife is unable to buy over the Husband's share within six months after the date of this judgment, the Matrimonial Home will be sold, and the net proceeds of sale will be divided between the parties in the proportions of 48:52 between the Wife and the Husband. The Husband, in turn, is to give the Wife a sum of \$851,841.10 in respect of the matrimonial assets and a further lump sum of \$96,000.00 in respect of maintenance of the Wife. The transfer of the \$851,841.10 is to take place at the same time of the transfer of the Matrimonial Home to the Wife, or the completion of the sale of the Matrimonial Home, as the case may be. The transfer of the \$96,000.00 is to take place one month from the date of this judgment.

¹¹⁸ WS-1 at para 108.

102 The Husband is also to give the Wife \$9,000.00pm for maintenance of the Children with effect from the date of this judgment. The Husband can apply for a variation of the maintenance order once the Wife has found employment.

Tan Puay Boon
Judicial Commissioner

Godwin G Campos, Cordeiro Celeste Magdalene and
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Ho Mingjie Kevin, Lim Yanqing, Esther Candice and
Thng Yu Ting, Angela (Braddell Brothers LLP)
for the defendant.
