

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2015] SGHC 84

Divorce (Transferred) No 2270 of 2012

Between

CWW

... Plaintiff

And

CWX

... Defendant

GROUND OF DECISION

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

TABLE OF CONTENTS

INTRODUCTION.....	1
BACKGROUND FACTS	1
FINANCIAL CONTRIBUTIONS	3
NON-FINANCIAL CONTRIBUTIONS.....	8
NON-FINANCIAL CONTRIBUTIONS BY THE DEFENDANT	8
NON-FINANCIAL CONTRIBUTIONS BY THE PLAINTIFF	15
DETERMINING THE RATIO FOR THE NON-FINANCIAL CONTRIBUTIONS.....	20
DETERMINING THE “SINGLE OVERALL RATIO” TO BE USED FOR DIVISION OF MATRIMONIAL ASSETS	21
STAYING RENT FREE IN THE MATRIMONIAL HDB EXECUTIVE APARTMENT	24
CONCLUSION.....	25

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**CWW
v
CWX**

[2015] SGHC 84

High Court — Divorce (Transferred) No 2270 of 2012
Chan Seng Onn J
1 August, 24 November 2014

30 March 2015

Chan Seng Onn J:

Introduction

1 The plaintiff-husband, CWW (the “Plaintiff”), has filed an appeal against my decision ordering the entire pool of matrimonial assets estimated to be \$16,092,000 to be divided in the ratio 8.57%: 91.43% in favour of the defendant-wife, CWX (the “Defendant”).

Background facts

2 The Plaintiff and the Defendant married on 15 June 1991 in Singapore. The Plaintiff has a Bachelor’s degree in Accountancy and a Masters of Business Administration from the National University of Singapore. The Plaintiff is presently 51 years of age and is now self-employed in the retail toy business.

The Defendant is 50 years old and is a senior finance director with “X” (Pte) Ltd. She is also an accountant by training.

3 There are two children to the marriage. The elder daughter, born on 10 July 1992, is presently 22 years old. The younger daughter, born on 6 December 1993, is now 21 years of age.

4 The Defendant alleged that the Plaintiff initiated the divorce proceedings solely because he wanted to get more money for himself from the division of matrimonial assets. On 26 February 2012, after discovering that the Defendant had liquidated part of her stock options which were valued at some \$5m, he demanded \$2.5m from her, being half of the cash monies. When she disagreed, the Plaintiff turned violent and abusive, and threw a chair near her. She was terrified, left the house and lodged a report to the police on the same day at 11.20pm. She stayed at a hotel for the night with her younger daughter as she feared for her own safety. After the incident and eight working days later on 7 March 2012, the Defendant received a registered letter from the Plaintiff’s lawyer initiating the divorce, and demanding monies from the Defendant.

5 Haunted by this incident in which the Plaintiff had displayed violent behaviour, the Defendant, suddenly and without the Plaintiff’s knowledge, moved out of the matrimonial home with the children and the domestic maid on 29 March 2012. The Defendant moved into a rented apartment which she had managed to secure just two days earlier on 27 March 2012. The letter written by the younger daughter to the Plaintiff exhibited at p 120 of the Plaintiff’s affidavit filed on 28 January 2013 (“Plaintiff’s first affidavit”) shows the suddenness of the move out of the matrimonial flat that the Defendant had painstakingly renovated and decorated. The daughter’s letter begins as follows:

“Dear Daddy, I suppose by the time you read this, you’ll have realized that we’re moved out. All I’m allowed to say is that we’re currently living in Casa Merah, and that Mummy wanted me to live with her. I’m so sorry that you have to find out this way; I know it must have come as a rude shock.”

6 The Plaintiff commenced divorce proceedings against the Defendant on grounds of her unreasonable behaviour in May 2012. The Defendant did not contest the grounds of divorce. The divorce proceeded on an uncontested basis and the Interim Judgment was granted on 10 July 2012. The marriage lasted about 21 years.

Financial Contributions

7 Counsel for the Defendant very helpfully provided me with a Table (see [9]) showing the parties’ respective declared income for the years of assessment from 2001 to 2013, which enabled me to determine, with a fairly high degree of accuracy, their respective financial contributions in relative percentage terms during the course of their 21 years of marriage.

8 The Table below shows that the Defendant was the principal breadwinner responsible for making **92.2%** of all the financial contributions towards the marriage whereas the Plaintiff was only contributing a very small **7.8%** of the total financial contributions. Clearly, the bulk of the matrimonial assets worth some \$16.1m accumulated during the marriage was the result of the huge financial contributions to the marriage of some \$16.7m by the Defendant. In contrast, the Plaintiff’s financial contribution was a meagre \$1.4m over the last 12 ½ years of marriage.

9 Essentially, the total net asset value of the whole pool of matrimonial assets accumulated during marriage is what remains of the total financial contributions by both parties from their employment and business after deducting all the expenses of the family in the course of the marriage, barring any exceptional gains from asset appreciation as a result of significant upward market movements and very shrewd investments by the parties. In this case, the large net asset value of the matrimonial assets of \$16.1m was not the result of any significant capital appreciation from their shrewd investments in shares listed on the Stock Exchange of Singapore, properties in Singapore or their matrimonial home but was mainly the result of what the Defendant received in employment benefits in the last few years *vide* the very valuable stock options given to her by her employer, which over the course of time had vested in her and appreciated tremendously in value.

TABLE OF INCOME FROM EMPLOYMENT AND BUSINESS

<u>Income earned for the Year</u>	<u>Plaintiff's Assessable Income</u>	<u>Defendant's Assessable Income</u>
2000	\$313,978	\$116,959
2001	\$221,248	\$117,620
2002	\$203,424	\$160,646
2003	\$40,126	\$208,650

2004	\$61,218	\$230,908
2005	\$145,949	\$271,359
2006	\$204,647	\$308,318
2007	\$111,962	\$472,126
2008	\$20,440	\$554,006
2009	\$13,493	\$910,281
2010	\$24,711	\$1,538,503
2011	\$38,160	\$4,458,409
2012	\$0	\$4,361,448 (Comprising \$2,598,566 from the sale of shares from employment plus salary of \$3,360,494 pro-rated to 10 July 2012 amounting to \$1,762,882 ie $\\$3,360,494 \div 366 \text{ days} \times 192 \text{ days}$)
Unvested shares of Defendant		\$2,982,509 (unvested shares from employment pro-rated as at 10 July 2012)
<u>Sub Total:</u>	<u>\$1,399,356</u>	<u>\$16,691,742</u>

<u>Relative Percentage</u>	<u>7.74%</u>	<u>92.26%</u>
	<u>Total Income of Both Plaintiff and Defendant</u>	<u>\$18,091,098</u>

10 In contrast to the Defendant, the Plaintiff had a chequered employment history. Sometime in September 2002, his then employer Leica Geosystems moved their operations to Hong Kong and his position was made redundant. This resulted in 19 months of unemployment with intermittent short contractual project work during this period of unemployment. He resumed employment in late 2004. In mid-2007, the Plaintiff was made redundant again because of some internal company restructuring. He was without a permanent job for more than a year until he was hired by Mediacorp Pte Ltd (“Mediacorp”). As he could not settle into the organisation, he left sometime in March 2009 after only six months with Mediacorp. His last drawn salary was in the region of \$11,000 a month. Although he was offered an internal transfer within Mediacorp, he declined to take it up. The Plaintiff said that he had tried looking for alternative employment after rejecting the offer from Mediacorp but was unsuccessful. This lack of employment had caused him to be despondent and in a constant state of worry and depression. He finally decided to run a retail business in the toy industry full-time after his employment with Mediacorp failed.

11 The Defendant explained however that the Plaintiff had seen this as his opportunity to sacrifice his lucrative professional career to go into his toy business full-time to fulfil his obsession with toys that was a hobby of his, and in which he had dabbled in on a part-time basis since 2003. The Defendant did

not see selling toys as a viable business venture. By completely exiting his area of expertise, not only was it a bad personal choice on his part and a sheer waste of his potential, he had no regard whatsoever of the impact of his decision on his wife and children. Though she was against his decision to enter the toy business full-time, she nevertheless helped him to procure the toy inventory and set up the toy shop as she generally wanted the best for him. As a supportive wife, she wanted him to succeed.

12 The Plaintiff first opened a retail shop at China Square Central in 2009. In July 2011, he entered into a partnership with Roderick Theseira to form a limited liability partnership named Ebony and Ivory Toys LLP. They subsequently rented a unit at Funan Digital Life Mall in December 2011, moved the shop over from China Square Central and began operations on 6 January 2012 under the name of “Invasion! Toys n Collectibles”, selling toys and collectibles. The maximum monthly income the Plaintiff was able to draw from the LLP was \$3,500 per month and the minimum monthly income was \$1,100 per month.

13 As the Plaintiff drifted in and out of jobs from the year 2003, it meant that he was not able to contribute much financially and the Defendant therefore had to bear the brunt of the household and family expenses. She almost became the sole breadwinner for the family as a consequence.

14 As can be seen from the Table (at [9]), **92.2%** of all the financial contributions towards the marriage came from the Defendant and it amounted to approximately \$16.7m over the last 12 ½ years of the marriage. The substantial matrimonial assets accumulated of a total of some \$16.1m were largely the result of the savings arising from the very substantial income that the

Defendant earned particularly over the last few years and the very valuable share options she received as a result of her employment with “X” (Pte) Ltd. In comparison, the Plaintiff’s share of the total financial contributions was only a meagre 7.8%.

Non-financial contributions

Non-financial contributions by the Defendant

15 The Defendant gave clear details of her non-financial or indirect contributions to show that they far exceeded those of the Plaintiff. The description of the Defendant as a “supermum” by her counsel was apt considering her extraordinary efforts made in a non-financial way throughout the long marriage of over 20 years looking after the family, running the household and bringing up the two daughters.

16 Despite being a full-time working mother, she solely managed the day-to-day running of the household. She sourced for, selected, managed and trained the domestic maid. She singlehandedly took care of the household chores, daily laundry and grocery shopping. She planned the meals and procured the required ingredients. She took care of the daily needs of the children and ferried them to the doctor whenever they were sick. When her younger daughter then aged three was hospitalised for a week when she fell from the playground and fractured her elbow, the Defendant kept her company throughout her stay in the hospital. When she was hospitalised again for an operation to fix the elbow and had to attend post-operative clinics, the Defendant accompanied her for the hospital visits each time until she fully recovered from her injury.

17 The Defendant purchased both of the children's clothes, birthday and teacher's day gifts, settled all the arrangements for the girl's three meals, and personally fetched the girls to and from school, tuition and enrichment classes such as piano, ballet and violin classes. The Defendant also coordinated the girls' schedules for extra-curricular classes, met the teachers, purchased party gifts, ferried the girls to birthday parties and ensured that their necessities were taken care of. She arranged for all the family holidays to England, France, Israel, Italy and Korea. She booked all the air tickets, accommodation, and chose and planned all the routes and itineraries.

18 The Defendant was a very dedicated mother whose life outside of work, revolved entirely around the daily needs and schedules of the two girls. She immersed herself in the lives and the activities of her children and developed a strong bonding with them. She spent her evenings coaching her children in their schoolwork and was very engaged, as a *de facto* single parent, in the children's education and activities. During the period when the children were four to six years old, a parent was required to sit in with the child at the Yamaha Junior Music Course. The Defendant was the one who sat through the music classes of both children, and coached them at home. During the children's early years, she would also personally mark the children's homework given by her until the teaching methods required for their studies were beyond her capabilities. She researched and selected the schools, courses and extra-curricular activities the children ought to go into, discussed with the school teachers, tuition teachers and her children on their school and tuition needs, sourced for and selected tutors and checked the children's school work and their progress at school and at tuition classes. She personally selected the reading books, assessment books, and sourced for suitable centres for Chinese language tuition. She attended her children's sporting activities, choir and band performances and parent-teacher

meetings and would take leave from work if it was necessary to do so. She made all the important decisions pertaining to each child's educational and developmental milestones. She even took the trouble to accompany her two children to Hanoi as part of a church children's mission trip to help Vietnamese children solve their cleft lip problems. The Defendant wanted her two daughters to be brought up to be well-mannered, talented and responsible individuals.

19 When the elder daughter secured a place in 2011 to read Accountancy at the Nanyang Technological University ("NTU"), the Defendant helped to set up her room in the hostel, bought her bed sheets, a fridge, hot water flasks and groceries. When it was late at night, she would ferry her daughter to and from the Hall of Residence on weekends. In 2012, when the younger daughter was studying Mass Communication at the same University, the Defendant was again the only one who helped her to set up her room at the hostel. During their orientation and various camps, the Defendant ferried them to and from Tanah Merah in the East where they stayed to NTU which was all the way in the West. On the weekends, they would meet to go out together to catch up on the week as well as to shop for the next week's stay at the hostel.

20 For about ten years, the Defendant was also the one who attended weekly church services with her daughters. The Plaintiff was absent as he ran a shop at the Clarke Quay Flea Market (during the earlier years of the marriage), followed by China Town Square and currently at the Funan DigitalLife Mall.

21 The Defendant was not only their mother and caregiver, she was their everything - teacher, mentor and confidante, and she was responsible for nurturing and guiding her children in their academic, personal and spiritual development.

22 On top of parenting her daughters almost singlehandedly, she attended to all the trouble-shooting and general maintenance of the home throughout the marriage. She had to source for contractors to fix leaking pipes, clear choked pipes, perform anti-pest treatment, service the air-conditioners, repair the lights in the home, *etc.* She was even the handy-woman at home for manageable tasks like changing the light bulbs. One would have expected the Plaintiff to be undertaking such tasks. But that was also not to be.

23 The Defendant further dealt with all housing-related issues and problem-solving entirely on her own. This included spending a lot of time and energy dealing with housing agents to look for the right property to purchase. According to the Defendant, the Housing Development Board (“HDB”) executive apartment at Pasir Ris was not an easy flat to secure. The Defendant was principally involved in transforming the HDB executive apartment at Pasir Ris into a respectable and cosy matrimonial home, similar to the standard found in condominiums. She was personally involved in the difficult contract negotiations, supervision of the contractors and the entire redesign of the HDB executive apartment. She worked with the contractor on every small detail required for the renovations. She selected the colours, décor and design of the kitchen cabinets, built-in cabinets, tiles for the flooring and walls, windows, basins, toilet bowls, lighting and furniture. As a result of the amount of time and effort that she had put into designing her ideal matrimonial flat, the HDB executive apartment was transformed into a well-designed marble-floored apartment which was very presentable.

24 When it came to moving to this matrimonial flat from the landed property they had previously stayed in, she was the one planning the moving-in schedules and the logistics required for the move. The Defendant recalled that

on the day of the move, the Plaintiff left the house early, leaving her alone with the movers to sort out the situation. Even her domestic maid helped with the heavy-duty packing notwithstanding the fact that the moving exercise was strenuous.

25 Another significant non-financial contribution that I had taken into account was the amount of time and effort that a party would spend in managing the investments and assets of the family, be it in the form of shares, bonds, rental properties and other forms of investments. This would include the documentation, reconciliations, filing of tax returns and the time taken to monitor the markets continuously and perform the necessary graphical analysis and market research (if any) on the investments before making important decisions to buy and sell. All the effort and time spent towards this end would count towards a party's non-financial contribution and must be taken into consideration.

26 It would appear that the Defendant had a large portfolio of shares in the Citibank Brokerage Investment Account, which she had invested in her sole name. She was personally responsible for all investment and divestment decisions with respect to the shares held in her name, be they US listed or Singapore listed shares. The Plaintiff played no part in any of her research work and decision-making process and he had no knowledge of her share investment decisions.

27 I was impressed with the amount of effort taken by the Defendant's counsel to capture in detail the non-financial contributions of the Defendant during the marriage, as stated in the Defendant's Affidavits of Assets and Means. With the details provided, I could better understand the challenges and

the heavy burdens shouldered by the Defendant as she managed everything single-handedly with hardly any help and support from her husband, the Plaintiff. It gave me a very good insight into her extraordinary and varied non-financial contributions, which stemmed from her unconditional, selfless, and deep, love, care and concern as a mother to her children. Sadly all the sacrifices she made and all that she did was at the expense of her own health and well-being. Having to bear the tremendous stresses from her job and the responsibilities of looking after her immediate family, her aged parents and younger sister with down-syndrome, and with minimal sleep of only four to five hours a day over a prolonged period of time, her health suffered. She was diagnosed with Hyperthyroidism in the early years of marriage and suffered two relapses during the marriage. She was put on long-term medication each time. In March 2012, she had to take one weeks' worth of medical leave because of her various health problems. She was diagnosed to have mild depression and suffered from an anxiety attack which caused her vision to be blurred, her hands to tremble, and she experienced heart palpitations. She also had trouble sleeping at night and lost weight. The doctor prescribed her anti-depressants and sleeping pills. Despite her medical condition, she did not stop working because she was the main financial provider for her immediate family, her aged parents and sister.

28 The Defendant said that the Plaintiff had made it extremely clear in early 2000 that he did not want, at any point in time, to have anything to do with her younger sister with down-syndrome. The prospect therefore of having her sister stay with her when her parents were no longer around, was completely out of the question and she wondered why she was made to choose between her down-syndrome sister and her husband. She was extremely disappointed. In this respect, I found that the Plaintiff did not provide much emotional support to his

wife, which if done, would have counted as part of his non-financial contribution to the family.

29 She said that she could not afford to and would never be able to rely on her spouse for financial security and non-financial support. She knew she had to rely on herself to make it alone. Since her graduation in 1987 as an accountant, the Defendant had been working continuously for some 26 years. She was on medication to keep her medical condition under control. During one of the more serious relapses, she had to take leave of absence for three months from work.

30 According to the Defendant, all she could rely on was the help of a domestic maid as the Plaintiff was largely the absent husband and father to his children. She was almost like a single parent looking after the two girls and the entire household in every respect. Describing the Defendant as a “supermum” was no exaggeration in my view.

31 She was also a dedicated and filial daughter to her aged parents. Her father is 91 years old and her mother is 87 years old. Her father’s affidavit filed on 11 June 2013 detailed the Defendant’s extraordinary effort and kindness in looking after them and her younger sister, aged 45 years old, who was born with down-syndrome. Apart from supporting them financially and paying for all their household and medical expenses and holiday trips, the Defendant also made significant non-financial contributions as follows:

- (a) She would take them out for lunch at restaurants on special occasions such as on their birthdays, Mid-Autumn Festival, Chinese New Year and would give them “ang pows” (red packets). She would also buy them souvenirs and gifts when she went on overseas trips. She

also arranged for lunches for her parents at their favourite restaurants. Basically, she was their dependable “concierge”.

(b) She arranged for doctors’ visits, medical attention and all follow-up care for them. Her father had two hernia operations and other bladder issues. Her mother also suffered from relatively ill-health, having to undergo a cataract removal and a bone fracture, which required visits to doctors. She sourced for a good specialist doctor to attend to her younger sister, who also needed a cataract operation. Despite her busy schedule, she accompanied her sister into the operating theatre as her sister was afraid. She personally fetched her parents to visit her sister at the hospital.

(c) She would purchase rice, oil and sugar and deliver these items personally to her parents when she visited them on weekends because her parents were not able to carry these heavy items due to their advanced age.

Non-financial contributions by the Plaintiff

32 The Plaintiff was unable to state anything concrete or significant in his affidavit about his non-financial contributions towards the family apart from being a chauffeur for his wife during the earlier years of the marriage when they had only one car. Counsel for the Plaintiff highlighted to me a letter from the younger daughter in an attempt to show me indirectly the Plaintiff’s non-financial contribution. The younger daughter wrote that “... *you’ll always be the same father who tells really lame jokes and buys me books and CDs. Remember that I’ll always love you, okay? Feel free to text or call me anytime. This won’t change our relationship at all. You’ll always be my father. I love*

you, I love you, I love you Daddy.” Taking the letter as it is, it was clear that she loved her father as a daughter would, but there was still not much said as to what he had done for them. Telling lame jokes and buying books and CDs pale in comparison with what the Defendant had done for her daughters which counted as very significant non-financial contributions towards the marriage.

33 The Plaintiff did not dispute that the Defendant had been a responsible mother to the children but he denied that he had been an irresponsible father. The Plaintiff denied that he was largely an absent father. He denied that his involvement in the retail toy business through selling toys from a toy cart took him away from the family because the flea markets at Clarke Quay and China Square were only opened on Sundays. Thus he was able to spend quality bonding time with the children on Saturdays and run errands for the family. However, he gave no details on how he had spent the quality bonding time with them, the kind of errands he assisted in and whether they were regularly done. He said that he had accompanied the Defendant on marketing and grocery shopping on most occasions. Before they had two cars, he would drive the Defendant to the supermarket or wet market as she disliked driving. He also shared the responsibilities of ferrying the children to and from their various enrichment classes. The Defendant’s response was that when he drove her to the supermarket or wet market, he would wait in the car or at the coffee shop, while she settled everything. Basically, he was the chauffeur but the tiring work of the actual marketing, purchasing and payment was hers to do alone. When they had two cars from sometime around November or December 2004, around the 12th year of marriage, he ceased to provide chauffeur services for his wife for marketing purposes. She had to drive herself and do all the marketing alone.

34 The Plaintiff candidly admitted that when he embarked on his full-time business venture, he made sacrifices especially in the initial months of business operations. To reduce overheads, he did not hire any help and was operating the business solely. The first 18 months were very trying and demanding. He had embarked on this venture in his bid to turn his luck around and to earn some money to support the family. I inferred from this that he had to spend a lot of time away from home and he was unable to spend much time at home to make contributions in a non-financial way towards the betterment of the family. That naturally meant that he left most things to the Defendant. Most of his effort and time was devoted to his toy business, which I would not consider to be non-financial contributions to the family. The time, effort and sacrifices he made towards his toy hobby cum business unfortunately did not translate into any significant financial contributions for the family.

35 The Plaintiff devoted more time in his affidavits denying or rebutting what the Defendant had averred to in her affidavits rather than focusing in a positive way what non-financial contributions he himself had made towards the marriage.

36 According to the Plaintiff, he was not able to contribute any ideas or suggestions as the Defendant had excluded him from the renovations to the HDB executive apartment because their relationship had been strained at that time. She had not even consulted him on the location and the choice of the apartment purchased. She did not involve him in the choice of furnishings for the property. She excluded him from helping with the packing of their items and the house moving. She insisted that she would handle everything on her own including packing up his belongings.

37 I found it rather hard to believe that the Defendant, who was so stressed and short-handed, would stop her husband from helping her out with the shift to the new HDB executive apartment, or that she would decline any offers of help from him, even including that of packing up his own belongings! I was more inclined to believe that she would only be too grateful to receive any little help that was forthcoming, but which she found was not. I found that the Plaintiff was making up lame excuses for leaving everything to his very capable, hardworking and responsible wife to handle almost entirely on her own. He simply abdicated his responsibility as a husband. He could not care less.

38 Furthermore, I found the reason offered by the Plaintiff for not helping out the Defendant (*ie*, because their relationship was so strained at that time such that the Defendant would refuse the Plaintiff's help) to be incongruous, although the Defendant had admitted that their relationship was strained since 2000 because of his obsession with toys and his lack of responsibility. Disagreements and strains within the marriage undoubtedly existed but it was the degree and extent that would be material when I considered the evidence. It was noteworthy that according to the Plaintiff himself, the Defendant had nevertheless actively supported him in procuring display cabinets for the retail shop and assisted him in setting up the shop - including arranging the furniture and the cleaning. That would have been sometime in 2009. If the relationship had indeed been so severely strained at that time to the extent that the Defendant would refuse his help, then why was she even bothered to support him actively in renovating his shop? If the relationship was already so severely strained in 2009, why would she be putting in so much effort and time in 2009 to purchase the HDB executive apartment in Pasir Ris in their joint names and then take all the trouble to renovate it beautifully with a view to make it their matrimonial home? I accepted her affidavit evidence that she had originally planned to stay

for the rest of her life in that matrimonial HDB executive apartment. I found that using the strained relationship as a peg to hang his reason for the refusal of the Defendant to accept his help was too far-fetched to be believed. It was just too convenient; a lame excuse used by the Plaintiff for not helping the Defendant. Turning things around, it was much more believable that the Plaintiff was not too keen to help the Defendant due to their strained relationship. To her credit, the Defendant never sought to suggest such a reason in her affidavit, plausible though it may be.

39 It was strange and rather unbelievable that according to the Plaintiff, the Defendant had also refused his help or excluded him from helping out with the renovations and decorations to the matrimonial HDB executive apartment in 2009. On the totality of the evidence, I found that he did not help out with the renovations, decorations and house moving because he did not want to be involved, was not interested and could not care less. He had a more interesting hobby cum business to attend to. She was therefore in a way forced by circumstances to become a “supermum”, having to handle everything on her own without her husband’s assistance and support.

40 I accepted the Defendant’s position that a husband and father who truly wanted to help out and contribute to the family would not be painting a picture that he “*had no say in the matter*” or that he was “*not able to contribute any ideas or suggestions as the Defendant made it a point to exclude [him] from the renovation of the matrimonial flat.*”

41 The Plaintiff tried to explain his absence from gatherings with the Defendant’s extended family from 2010, except for important occasions such as Chinese New Year and birthday celebrations, because he wanted to save the

Defendant from awkward social situations and there was tension between the Defendant and himself. He did not seem particularly supportive emotionally to his wife and her extended family. He said that he did not make the annual Chinese New Year visit to his family in Malaysia since 1998 because he did not want to put her in an awkward situation as the Defendant disliked his mother and elder sister and would often openly disparage them in the children's presence. But I wondered why he could not then visit his own mother and sister himself. Did he not even have the time? Or was he the type of person that was not really that concerned with such matters as he had more interesting matters to attend to such as his toy hobby cum business?

42 In essence, the Plaintiff simply left almost everything to the Defendant to handle as she was a very capable, hardworking and dedicated wife and mother. I accepted the Defendant's point that her burden would not have been so heavy had the Plaintiff proactively shared in the workload of the family and the parental responsibilities. Instead, the Plaintiff was spending most of his time at his shop, which was open also during the weekends. In the earlier part of the marriage, he had similarly manned the cart during weekends selling toys. The Defendant further stated that when the Plaintiff was not running his toy shop or cart, he would be watching football and he would chase every football league available on cable. Any spare time would be used by the Defendant to buy toy stocks for his shop. As a result, he spent very little time with the children as he was often distracted by his own preferred activities.

Determining the ratio for the non-financial contributions

43 Counsel for the Plaintiff submitted that the ratio for their respective non-financial contributions should be 20% (Plaintiff's share): 80% (Defendant's

share) whereas Defendant's counsel submitted that the ratio should be 10% (Plaintiff's share): 90% (Defendant's share).

44 In my view, counsel for the Defendant was very generous in attributing 10% of the non-financial contributions to the Plaintiff. Taking into account the nature and extent of their respective non-financial contributions as set out at [15] to [41] above and having regard to all the circumstances of the case including the specific non-financial contribution items identified in s 112(2) of the Women's Charter (Cap 353, 2009 Rev Ed), I was of the view that the Plaintiff deserved not more than 5% as his share of the non-financial contributions and the Defendant should deserve to be attributed at least 95% of all the non-financial contributions to the marriage.

45 Since counsel for the Defendant offered 10% as the percentage share for the Plaintiff's non-financial contribution, I adopted the Plaintiff's higher figure of 10% as the Plaintiff's non-financial contribution for my determination of the "single overall ratio" to be used for the division of the entire pool matrimonial assets instead of the 5% that I believed was all that the Plaintiff should get at the most for his share of the non-financial contributions.

Determining the "single overall ratio" to be used for division of matrimonial assets

46 In order to divide the pool of matrimonial assets between the two parties, the court has to derive a "single overall ratio" which is just and equitable, having regard to the nature and extent of both their financial and non-financial contributions in the course of the whole marriage and also to any other relevant factors outside of these contributions which the parties may wish the court to consider. Apart from the financial and non-financial contributions set out above,

the parties in this case had not submitted to the court any other relevant matters to be considered for the purpose of division of the matrimonial assets. As such, I only have to consider the respective financial and non-financial contributions made by the parties towards the marriage in order to derive the just and equitable “single overall ratio” to apportion the matrimonial assets between the two parties.

47 The ratio of their financial contributions was determined to be 92.2% (Defendant’s share): 7.8% (Plaintiff’s share). Based on the evidence before me, the Defendant was indeed an extraordinary mother and I had assessed their respective non-financial contribution to be in the region of 95% (Defendant’s share): 5% (Plaintiff’s share). However, as stated earlier, since counsel for the Defendant submitted that the Defendant’s non-financial contribution should be 90%, I adopted the more generous figure proposed by her counsel of 90% instead of the figure of 95% that I assessed.

48 If a party “A” provides 90% of the financial contributions and also 90% of the non-financial contributions, and a party “B” on the other hand provides 10% of the financial contributions and 10% of the non-financial contributions, it must naturally follow that “A” should get 90% of the entire pool of the matrimonial assets and “B” should get 10% of the entire pool of matrimonial assets. Hence, the appropriate “overall single ratio” to be used for division of the pool of matrimonial assets would be 90% (“A’s” share): 10% (“B’s” share). To give “A” less than 90% of the entire pool of the matrimonial assets would not appear to me to be just and equitable. Since “B” contributes only 10% of the financial contributions and 10% of the non-financial contributions, “B” should not expect to get more than 10% as his share of the entire pool of matrimonial

assets. In other words, the “overall single ratio” would be 90% (“A’s” share): 10% (“B’s” share) on the facts in this example.

49 In this case, the Defendant provided 92.2% of the financial contribution and 90% of the non-financial contribution. It must follow that the “overall single ratio” for the Defendant’s share to be used for the division of the entire pool of matrimonial assets must fall somewhere between 92.2% and 90% and where it would fall would depend on the relative weightage or relative importance placed on the financial contributions and the non-financial contributions.

50 If one were to treat both financial and non-financial contributions to be of equal importance or of equal weightage, then the “single overall ratio” would simply be the average of the two percentages 92.2% and 90% and it would amount to 91.1% for the Defendant’s share of the pool of matrimonial assets.

51 In the present case, I gave a weightage of 65% to the respective financial contributions and a weightage of 35% to the respective non-financial contributions of the parties. The practical effect of this weightage would be better understood from this simple example: if the Defendant was the sole breadwinner, who made no non-financial contribution whatsoever, and the Defendant on the other hand was the sole homemaker, who made no financial contribution, then the Defendant would get 65% and the Plaintiff would get 35% of the entire pool of matrimonial assets. If the roles were reversed and the Plaintiff was the sole breadwinner and the Defendant was the sole homemaker, then the Plaintiff would get 65% and the Defendant would get 35% of the entire pool of matrimonial assets.

52 Applying this weightage of 65% (financial contributions): 35% (non-financial contributions) to the Defendant's financial contribution of 92.2% and to the Defendant's non-financial contribution of 90%, I obtained a "single overall ratio" of 91.43%¹ as the Defendant's share of the entire pool of matrimonial assets. It necessarily followed that the "single overall ratio" for the Plaintiff's share would be 8.57% of the entire pool of matrimonial assets.

53 I decided to leave the percentages for the "single overall ratio" in two decimal places as calculated because in a case such as this where the total matrimonial assets was substantial - being in the order of \$16m, a 1% point difference in the "single overall ratio" would mean a difference of a significant sum of \$160,000, and a 0.5% point difference would mean a difference of \$80,000 to the respective parties.

54 I noted that both parties agreed to accept the date of Interim Judgment as the relevant date to determine the various items in the pool of matrimonial assets and the net asset value of each of those items of matrimonial assets for the purpose of division.

Staying rent free in the matrimonial HDB executive apartment

55 In determining the just and equitable division of matrimonial assets, it must be noted that I did not take into account the fact that the Plaintiff had been benefitting from the rent-free stay in the matrimonial HDB executive apartment since the date the Defendant moved out with their two daughters in March 2012. At an estimated rental of \$2,800 to \$2,900 per month over a period of 24 months,

¹ $(92.2\% \times 0.65) + (90\% \times 0.35) = 91.43\%$

it would appear that the Plaintiff had already enjoyed some \$67,200 to \$69,600 in rental savings, which would continue to accrue until the HDB executive apartment was sold.

56 I therefore made an order for the HDB executive apartment to be sold without further delay by 24 May 2014. The net sale proceeds would be distributed in the same ratio 91.43% (Defendant's share): 8.57% (Plaintiff's share) with the parties refunding to their own Central Provident Fund Board ("CPF") accounts from their respective share of the matrimonial assets.

Conclusion

57 Following my determination of the "single overall ratio" of **91.43%: 8.57%** for the division of the entire pool of matrimonial assets, I made some consequential orders (see [58] to [60] below) to facilitate the implementation of the actual division.

58 I would advise the parties to co-operate and ensure the completion of the division as expeditiously as possible. The court should only be used as a last resort for the rather tedious administrative process of implementing the division. Parties should decide quickly which items of matrimonial property the respective parties would like to keep for themselves and the agreed valuation for such items, and which items should be sold and the net sale proceeds divided in accordance with the "single overall ratio".

59 To facilitate the distribution, I ordered the matrimonial flat at Pasir Ris Street to be sold on the open market within six months and the net sale proceeds, before CPF refunds but after repayment of the outstanding mortgage and interest, costs and expenses relating to the sale including agent's commission,

to be divided in the same proportion, *ie* 91.43% to the Defendant and 8.57% to the Plaintiff.

60 The agreed list of assets and agreed net asset values of those assets for the distribution in accordance with the “single overall ratio” ordered of 91.43%: 8.57% as set out in the attached Microsoft Excel (“Excel”) spreadsheet at Annex A were provided to the parties immediately at the end of the hearing.

61 The sum of \$418,345 was calculated with the aid of the Excel spreadsheet as the amount of set-off that would allow the parties to keep the items of matrimonial properties that each wanted to retain and yet achieve the “single overall ratio” ordered of 91.43%: 8.57% for the division of the entire pool of matrimonial assets. The Defendant was accordingly ordered to pay \$418,345 within two weeks to the Plaintiff. The Defendant was to pay this amount to the Plaintiff’s solicitors in discharge of the Defendant’s obligations. Out of this sum received, the Plaintiff’s solicitors were required to withhold a sum sufficient for the Plaintiff to refund his own CPF account upon the sale of the matrimonial flat.

62 As the parties themselves through their counsel had agreed on the net asset values for each of the items of matrimonial assets at Annex A to enable me to compute the monetary set-off to implement the distribution, it was not necessary for me to check (and I did not check) the accuracy of the net asset value figures (in particular the global figure given to me of \$14,559,328 as the agreed net asset value of the assets, *excluding* the matrimonial flat, that the Defendant wished to keep for herself), nor examine how the agreed net asset value figures were arrived at and whether the net asset value figures agreed upon had accurately taken into account the outstanding loans and tax liabilities (if

any) as at the relevant date (*ie*, date of Interim Judgment) for each item in the list of matrimonial assets, in particular the Defendant's stock options.

Chan Seng Onn
Judge

Choh Thian Chee Irving and Looi Min Yi Stephanie (Optimus
Chambers LLC) for the plaintiff;
Sam Hui Min Lisa (Lisa Sam & Company) for the defendant.

28