

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2019] SGHCF 18

Divorce (Transferred) No 4897 of 2015

Between

UTN

... Plaintiff

And

UTO

... Defendant

And

UTP

... Defendant-in-Counterclaim

JUDGMENT

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

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**UTN
v
UTO and another**

[2019] SGHCF 18

High Court (Family Division) — Divorce (Transferred) No 4897 of 2015
Tan Puay Boon JC
8, 27 August 2018

31 July 2019

Judgment reserved.

Tan Puay Boon JC:

Introduction

1 The Plaintiff (“Husband”) and the Defendant (“Wife”) (collectively “Parties”), who are Singaporeans, were married in the United Kingdom in 1986. They have three children (“Children”), born in 1991, 1992 and 1996, who are now all of age and in their twenties. The Parties both turn 57 this year. The Husband holds a senior position in an international financial institution and the Wife is the process advisor in a petrol chemical company.

2 The Parties own a condominium unit in the Newton area (“Newton Property”) that was bought in 2011, where the Wife resides with the youngest child, as the two older children have married and moved out.¹ They also own a

¹ Plaintiff’s Reply Affidavit dated 29 March 2018 (“P2”) at para 23.

condominium unit in Havelock Road (“Havelock Road Property”) that was bought for investment purposes in 1998. The Husband moved out of the Parties’ earlier matrimonial home, a property in the Novena area (“Novena Property”) in 2003.²

3 On 30 October 2015, the Husband filed for divorce on the ground of four years’ separation. This was contested by the Wife, and interim judgment was eventually granted on an uncontested basis on 11 January 2017 on the Wife’s amended counterclaim. This was based on the ground of unreasonable behaviour of the Husband, which included his affair with the Defendant in the counterclaim (“Third Party”),³ bringing an end to a 31-year marriage.

Matters in dispute

4 The ancillary matters that were adjourned to be decided were the division of the matrimonial assets (including the matrimonial flat, the Newton Property), the maintenance for the Wife and the costs for the divorce and ancillary matters.

Division of matrimonial assets

The legal principles

5 Section 112 of the Women’s Charter (Cap 353, 2009 Rev Ed) (“WC”) sets out the powers of the court to divide matrimonial assets, and the matters that it has to have regard to. The considerations that are to be taken into account when making the division include the matters that are relevant for the

² Joint Summary of Relevant Information (“JSRI”) at p 1.

³ Defence and Counterclaim (Amendment No.1) at p 5.

assessment of maintenance for the Wife that are set out in s 114 of the WC.

6 Two distinct methodologies have been applied in the division of matrimonial assets – the global assessment methodology and the classification methodology: *NK v NL* [2007] 3 SLR(R) 743 at [30]–[32]. The global assessment methodology “consists of four distinct phases: viz, identification, assessment, division and apportionment”. The classification methodology involves “an assimilation of all four of the above steps into a broad judicial discretion which, in the first instance, separately considers and divides classes of matrimonial assets”. At the hearing on 27 August 2018, the Parties were in agreement that the global assessment method should be used.⁴ Also, since this is not a case where there are multiple classes of assets to which the Parties had made different contributions to for the classification methodology to apply, the global assessment methodology is the appropriate methodology to use (see *TNC v TND* [2016] 3 SLR 1172 at [35]). I will therefore apply the global assessment methodology in the division of the matrimonial assets.

Identification and Assessment of the matrimonial assets

7 I now deal with the identification of the matrimonial assets and the assessment of their net values. I will first deal with the agreed assets and liabilities, followed by the assets with disputed values and, finally, the assets which are disputed to be part of the matrimonial pool.

8 By default, the date for the identification of matrimonial assets is at the date of the interim judgment: *ARY v ARX and another appeal* [2016] 2 SLR 686

⁴ Plaintiff’s Skeletal Arguments (“PSA”) at paras 20–21; Notes of Evidence (“NE”) 27 August 2018 at p 7.

at [31]. The Parties have not contended otherwise, and I also see no reason to depart from the default position. I therefore adopt this date.

9 The general rule is that the assessment of the value of the matrimonial assets is at the date of the ancillary matters hearing: *TND v TNC and another appeal* [2017] SGCA 34 at [19]–[20]. However, the Husband submitted that the operative cut-off date ought to be on or around the date on which interim judgment was granted, *ie*, 11 January 2017, as the Parties arrived at an agreed valuation for various joint matrimonial assets based on the valuations as at 2017.⁵ He also cited a passage from *UBD v UBE* [2017] SGHCF 14 at [12], where the High Court decided to depart from the default position, and delineated and valued the disputed bank accounts as at the interim judgment date, stating:

... This was because the parties had lived separate and independent lives for more than 6 years since January 2011 when the Husband moved out of the matrimonial home. It was thus a reasonable expectation on their part that they would be free to spend from their bank accounts as they saw necessary from the date at which their separation formalised (*ie*, the IJ Date), without having to account *ex post* for or rebut contentions of wrongful dissipation.

[emphasis in original]

10 On the other hand, the Wife submitted that the latest valuation ought to be adopted.⁶ I find that the facts of the present case do not warrant a departure from that position. Therefore, where there is any dispute on valuation of assets and liabilities that is due to the difference in dates of valuation by the Parties, I will accept the valuation closest to the date of the ancillary matters hearing, which was in August 2018.

⁵ PSA at para 16.

⁶ Defendant's Skeletal Arguments ("DSA") at paras 75-76.

11 The Parties have signed a joint summary of relevant information (“JSRI”), updated on 25 July 2018, that sets out all their assets and liabilities which are jointly or individually owned. I will make reference to it where required.

Assets that are agreed

12 The agreed matrimonial assets with agreed values are set out in the table below:

S/No	Description	Value (\$)
Joint Assets		
1.	Standard Chartered Joint Bank Account number ending with 1075	1,793.31
2.	DBS Joint Current Account number ending with 3198	2,121.76
3.	UOB Joint I-Account number ending with 6028	9,249.63
	Sub-total (A)	13,164.70
Wife’s Assets		
4.	Central Provident Fund (“CPF”) moneys	313,940.98
5.	Prudential Assurance Policies, with Wife as beneficiary	101,490.68
6.	Aviva Insurance Policies	41,694.00
7.	Husband’s employer Investment Portfolio (shares and cash)	35,708.44
8.	UOB Investment Account number ending with 6324	18,497.00

S/No	Description	Value (\$)
	Sub-total (B)	511,331.10
Husband's Assets		
9.	UOB Account numbers ending with 1106, 1140, 1159, 1167 and 7948	99,148.22
10.	DBS Bank Account number ending with 3829	5,634.89
11.	CPF moneys	216,259.77
12.	Shares (Nam Shenton GLB Prop Sec)	123.76
13.	IFAST Portfolio	73,002.05
14.	Fidelity Investments (Husband's employer Stock Plan)	648,960.81
15.	Husband's employer Investment Portfolio	80,137.63
16.	Unit Trust (Schroder Asian Equity Yield Fund)	15,570.03
17.	Prudential Assurance Policies	473,664.73
18.	Supplementary Retirement Scheme Account	174.28
19.	Motor Vehicle	50,688.28
20.	Club Memberships	3,500.00
	Sub-total (C)	1,666,864.45
	Total [(A) + (B) + (C)]	2,191,360.25

Assets that are excluded

13 At the hearing on 27 August 2018, the Parties confirmed that the Husband's three AXA policies and three of the Wife's Prudential policies listed in the JSRI were to be excluded from the dispute.⁷ I will therefore not deal with them in this judgment.

Agreed liabilities with agreed values

14 The agreed matrimonial liabilities with agreed values are set out in the table below:

S/No	Description	Value (\$)
Joint Liabilities		
1.	UOB Mortgage for Newton Property	558,882.02
2.	UOB Renovation Loan for Newton Property	54,333.13
3.	DBS Mortgage for Havelock Road Property	276,936.94
	Total	890,152.09

15 Except for the mortgage for the Havelock Road Property which is explained at [20] below, I will take these liabilities into consideration when determining the net values of the matrimonial assets.

⁷ NE 27 August 2018 at p 1.

Agreed assets with disputed values

16 Set out in the table below are the agreed matrimonial assets where the values are disputed by the Parties:

S/No	Description
Joint Assets	
1.	Newton Property
2.	Havelock Road Property
Wife's Assets	
3.	Central Depository Account (“CDP”) Account Shares
4.	UOB Bank Account number ending with 5510
5.	UOB Bank Account number ending with 2939
6.	UOB Bank Account number ending with 2015
7.	UOB Bank Account number ending with 7158
8.	Standard Chartered Bank Account number ending with 3298
9.	POSB Bank Account number ending with 2658

17 I will deal with these in turn.

(1) Newton Property

18 The Husband submitted the net value of the Newton Property to be \$3,475,651.09 (as at 31 January 2017) while the Wife submitted the net value

to be \$3,486,784.85 (as at 17 February 2017).⁸ As explained in [10] above, I accept the Wife's valuation of \$3,486,784.85 as it is closest to the date of the ancillary matters hearing.

(2) Havelock Road Property

19 The Husband's gross valuation of the Havelock Road Property was \$1,070,058.00 (for which he has not provided any supporting documents) while the Wife's gross valuation was \$1,250,000.00 (based on the Urban Redevelopment Authority's recent caveats records for properties similar to the Havelock Road Property).⁹ In the absence of any supporting documents for the Husband's valuation, I accept the Wife's valuation of \$1,250,000.00, given that it is the most reliable valuation provided by the Parties. Moreover, in the JSRI, the Husband agrees to accept the Wife's higher valuation of the asset if she is able to obtain it.

20 On the other hand, I accept the Husband's valuation of the outstanding mortgage of \$274,827.77 (as at 1 February 2017) in preference to the Wife's valuation of \$276,936.94 (as at 31 January 2017), as it is the latest valuation closest in time to the date of the ancillary matters hearing.¹⁰

21 Hence, I find that the net valuation of the Havelock Road Property is \$975,172.23, being \$1,250,000.00 - \$274,827.77.

⁸ JSRI at p 8.

⁹ Defendant's 1st Affidavit of Assets and Means ("DAM1") at pp 300–301; Plaintiff's 1st Affidavit of Assets and Means ("PAM1") at p 11.

¹⁰ PAM1 at pp 137–141.

(3) CDP Account Shares

22 The Parties disagreed on the valuation of the CDP Account Shares, with the Husband valuing it at \$60,839.00 and the Wife valuing it at \$54,719.00.¹¹ The difference is on whether the CapMallAB220112 shares in the CDP Account, valued at \$6,120.00, should be included as a matrimonial asset.¹² Based on the evidence provided by the Wife, the CapMallAB220112 shares had belonged to her father and should not be included. The shares were sold on 12 January 2017 and this is corroborated by a deposit into a joint bank account of the Wife and her father on 12 January 2017. On or about 16 June 2017, the Wife's father passed away.¹³ On a balance of probabilities, I accept the Wife's evidence that the shares belonged to her father. I therefore adopt the Wife's valuation of \$54,719.00.

(4) UOB Bank Account number ending with 5510

23 The Husband valued the balance of this bank account at \$28,056.57 (as at 31 December 2017) while the Wife valued it at \$15,371.11 (as at 29 March 2018).¹⁴ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

(5) UOB Bank Account number ending with 2939

24 The Husband valued the balance of this bank account at \$1,468.13 (as at 31 January 2017) while the Wife valued it at \$643.00 (as at 28 February

¹¹ JSRI at p 10.

¹² DAM1 at p 17.

¹³ Defendant's Reply Affidavit dated 2 April 2018 ("D3") at p 19.

¹⁴ JSRI at p 11.

2018).¹⁵ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

(6) UOB Bank Account number ending with 2015

25 The Husband valued the balance of this bank account at \$38,109.40 (as at 31 January 2017) while the Wife valued it at \$69,070.94 (as at 28 February 2018).¹⁶ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

(7) UOB Bank Account number ending with 7158

26 The Husband valued the balance of this bank account at \$6,047.18 (as at 31 January 2017) while the Wife valued it at \$1,049.88 (as at 1 April 2018).¹⁷ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

(8) Standard Chartered Bank Account number ending with 3298

27 The Husband valued the balance of this bank account at \$100,560.47 (as at 31 January 2017) while the Wife valued it at \$97,230.47 (as at 1 April 2018).¹⁸ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

¹⁵ JSRI at p 11.

¹⁶ JSRI at p 11.

¹⁷ JSRI at p 11.

¹⁸ JSRI at p 12.

(9) POSB Bank Account number ending with 2658

28 The Husband valued the balance of this bank account at \$15,805.10 (as at 19 January 2017) while the Wife valued it at \$11,226.99 (as at 1 April 2018).¹⁹ As explained in [10] above, I accept the Wife's valuation as it is closest to the date of the ancillary matters hearing.

Summary of agreed assets with disputed values

29 In summary, for the assets with disputed values, I set out in the table below the values which the Parties submitted, and the values which I have found:

Asset	Wife's Value (\$)	Husband's Value (\$)	Court's Value (\$)
Joint Assets			
Newton Property	3,486,784.85	3,475,651.09	3,486,784.85
Havelock Road Property	795,230.23	973,063.06	975,172.23
Sub-total (A)			4,461,957.08
Wife's Assets			
CDP Account Shares	54,719.00	60,839.00	54,719.00
UOB Bank Account number ending with 5510	15,371.11	28,056.57	15,371.11
UOB Bank	643.00	1,468.13	643.00

¹⁹ JSRI at p 12; D3 at p 463.

Asset	Wife's Value (\$)	Husband's Value (\$)	Court's Value (\$)
Account number ending with 2939			
UOB Bank Account number ending with 2015	69,070.94	38,109.40	69,070.94
UOB Bank Account number ending with 7158	1,049.88	6,047.18	1,049.88
Standard Chartered Bank Account number ending with 3298	97,230.47	100,560.47	97,230.47
POSB Bank Account number ending with 2658	11,226.99	15,805.10	11,226.99
Sub-total (B)			249,311.39
Total [(A) +(B)]			4,711,268.47

Assets disputed to be matrimonial assets

30 Set out in the table below are assets which the Parties disagree on whether they should be classified as matrimonial assets:

S/No	Description
	Wife's Assets
1.	Wife's Employee Pension Plan
2.	UOB Bank Account number ending with 2803
3.	UOB Bank Account number ending with 9622

S/No	Description
Wife's Assets	
4.	Standard Chartered Bank Account number ending with 91569
5.	Standard Chartered Bank Account number ending with 19936
6.	Standard Chartered Bank Account number ending with 96498
7.	Standard Chartered Bank Account number ending with 04113
8.	Standard Chartered Bank Account number ending with 60102
9.	Standard Chartered Bank Account number ending with 60101
10.	Standard Chartered Bank Account number ending with 50101
Husband's Assets	
1.	Gilstead Road Property (see [37] below)
2.	Gifts to Third Party
3.	Chubb Insurance Singapore Limited Insurance policy
4.	Undisclosed AXA Insurance policy
5.	Undisclosed Insurance Corporation of Singapore ("ICS")/Aviva Insurance policy
6.	Undisclosed Prudential Assurance Insurance policy
7.	Unaccounted Stock Options

(1) Wife's Employee Pension Plan

31 The Husband alleged, based on his belief but without supporting evidence, that the Wife has an Employee Pension Plan that should be included

in the pool of matrimonial assets.²⁰ In the JSRI, the Husband had required the Wife to provide documentation from her employer on whether she has a pension plan.²¹ However, he did not make any request for discovery or interrogatories to support the allegation until the date of the ancillary matters hearing.²² The Husband also accepted that he has the burden of proof on the existence of this asset. Since the Wife denied having such a pension plan with her employer,²³ and as the Husband has not discharged his burden of proof, the existence of the pension plan is not proved and I will not include the alleged Employee Pension Plan in the pool of matrimonial assets.

(2) UOB Bank Account number ending with 2803

32 The Husband submitted that the \$1,746.31 in this account (as at 31 January 2017) should be included in the pool of matrimonial assets.²⁴ However, this account was closed on 10 February 2017 and the moneys were transferred to the UOB One Account number ending with 2015 for higher interest returns. Since the balance in the latter account has already been included in the pool of matrimonial assets (see [24] above), to include it again would be double counting the same asset. I therefore exclude it from the pool of matrimonial assets.

²⁰ P2 at para 28; PSA at para 61.

²¹ JSRI at p 16.

²² NE 27 August 2018 at p 3.

²³ D3 at para 122.

²⁴ DAM1 at p 522; PSA at para 62; Plaintiff's Core Bundle of Documents ("PCB") at p 62.

(3) Joint Bank Accounts of the Wife and her mother

33 The following five bank accounts are joint bank accounts of the Wife and her mother, and they will be dealt with collectively:

- (a) UOB Bank Account number ending with 9622;
- (b) Standard Chartered Bank Account number ending with 91569;
- (c) Standard Chartered Bank Account number ending with 19936;
- (d) Standard Chartered Bank Account number ending with 96498;
and
- (e) Standard Chartered Bank Account number ending with 04113.

34 The Wife submitted that the moneys in these joint bank accounts belonged wholly to her mother and not her.²⁵ This was corroborated by evidence from her mother that the Wife helped to manage the funds of her parents. The Wife’s father, who passed away in June 2017 (at [22] above), was in his nineties and her mother was in her eighties. The Wife invested the moneys of her parents on their behalf whenever there were favourable rates.²⁶ The Husband alleged that as a blood relation, the Wife’s mother’s affidavit was “biased and tendentious” and that the moneys in these bank accounts should not be excluded from the pool.²⁷ He did not, however, provide further proof of such allegations. In the absence of evidence to contradict the position of the Wife and her mother, I find on a balance of probabilities that the moneys in the bank accounts do

²⁵ DSA at p 14.

²⁶ Affidavit of Wife’s mother dated 19 January 2018 at pp 4–6.

²⁷ PSA at para 67.

indeed belong to her mother. After the Wife's father passed away, the Wife bore and continues to bear the sole responsibility of looking after her mother. Although the Wife has a brother, he is permanently based in the United States of America, and also does not contribute to the daily living expenses of their mother. She lives with the Wife, and is reliant on her.²⁸ I therefore exclude the moneys in these bank accounts from the pool of matrimonial assets.

(4) Closed bank accounts of the Wife

35 I now deal with the three bank accounts of the Wife which were closed on 20 September 2017, namely:

- (a) Standard Chartered Bank Account number ending with 60102;
- (b) Standard Chartered Bank Account number ending with 60101;
and
- (c) Standard Chartered Bank Account number ending with 50101.

36 A letter from Standard Chartered Bank dated 15 December 2017 confirmed that the above bank accounts were closed on 20 September 2017 and had zero balances.²⁹ Moreover, the bank accounts with numbers ending with 60101 and 50101 had no activity since 2006 or 2007, and the bank account with the number ending with 60102 had no transactions at all. I therefore reject the Husband's submission that the Wife did not disclose these bank accounts, and find that these accounts should not be included in the pool.

²⁸ DAM1 at para 54.

²⁹ Defendant's Voluntary Affidavit dated 15 December 2017 at p 25.

(5) Gilstead Road Property

37 The Wife initially submitted that a property at Gilstead Road owned by the Third Party (“Gilstead Road Property”) should be included as a matrimonial asset.³⁰ However, she later confirmed that she was not seeking an interest in the Gilstead Road Property but was asking the court to draw an adverse inference against the Husband for failing to provide full and frank disclosure for his contributions in relation to the Gilstead Road Property.³¹

38 The Husband maintained that he did not own the Gilstead Road Property, which was held in the sole name of the Third Party, and put the Wife to proof of his ownership. The Wife asserted that the Husband had bought the property in the Third Party’s name, and provided the following evidence, which I will now examine in turn.

39 First, the Parties’ second child deposed in an affidavit that the Husband admitted to her that he “had a property in [the Third Party’s] name” which the second child understood to mean that he had paid for the property but it was bought in the Third Party’s name.³² However, the Husband denied this.³³

40 Secondly, the Husband made a payment of \$100,000.00 to the Third Party on 5 June 2000, and did not provide any explanation for what the money was utilised for.³⁴

³⁰ JSRI at p 22.

³¹ DSA at para 53; NE 8 August 2018 at p 1.

³² Second child’s affidavit dated 2 April 2018 (“CDC-1”) at para 19.

³³ CDC-1 at p 5; D3 at paras 107–108.

³⁴ DAM1 at p 696.

41 Thirdly, on 19 April 2013, the Husband made payment of a sum of \$1,317.48 for the MCST fees of the Gilstead Road Property.³⁵

42 Finally, the Wife asserted that the purchase price of the property was \$1,428,000.00 when it was transferred to the Third Party in 19 June 2010.³⁶ She said that the Third Party, who was 36 years old in 2010, would not have had sufficient income to purchase the property given the role she had held in another international financial institution at the time.³⁷ The Husband disagreed, and asserted that the Third Party held a “senior position in the financial industry”.³⁸

43 Without further documentary proof of the Third Party’s occupation, income and the financial ability of the Third Party to pay for the property, I accord limited weight to the Wife’s submission. There is also insufficient evidence to show that the Husband has a beneficial interest in the Gilstead Road Property, as his payments of \$100,000.00 to the Third Party and \$1,317.48 for MCST fees, on their own, do not establish this.

44 That said, I find on a balance of probabilities that the Husband did make various payments for the Gilstead Road Property, though the Wife has not proven the exact extent of these contributions save for the MCST fees.

45 Therefore, while I will not include the Gilstead Road Property in the pool of matrimonial assets, I will include into the pool the known amounts that the Husband has paid that are in connection with the property. I will deal with

³⁵ DAM1 at p 695.

³⁶ DAM1 at pp 698–704.

³⁷ D3 at paras 102–106.

³⁸ NE 27 August 2018 at p 3.

the \$100,000.00 when considering the gifts to the Third Party, as there is no direct evidence connecting it with the Gilstead Road Property. I will deal with my finding that the Husband had paid other amounts for the Gilstead Property when considering whether any adverse inference should be drawn against the Husband.

(6) Gifts to Third Party

46 In *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 (“*TNL v TNK*”), the Court of Appeal set out the following guidelines on dealing with dissipated assets at [24]:

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

47 The Husband made the following payments to the Third Party, evidenced by what the Wife called “suspicious transactions”, that amounted to a total of \$35,900.00:³⁹

³⁹ D3 at para 86 and pp 253–277; DSA at para 166.

- (a) \$2,000.00 on 18 February 2015, which the Husband claimed were for moneys owed to Third Party for personal expenses;
- (b) \$27,400.00 on 23 February 2015, which the Husband claimed were for moneys owed to Third Party for Chinese New Year new currency notes;
- (c) \$3,000.00 on 27 February 2015, which the Husband claimed were for moneys owed to the Third Party for his personal expenses;
- (d) \$2,000.00 on 11 August 2015, which the Husband claimed were for moneys owed to the Third Party for his personal expenses; and
- (e) \$1,500.00 on 7 November 2016, which the Husband claimed were for moneys owed to the Third Party for his personal expenses.

48 These were in addition to the \$100,000.00 paid to the Third Party on 5 June 2000.

49 I am of the view that that all the payments from the Husband to the Third Party in 2015 were made sufficiently close in time to the date of the filing of the Husband's divorce writ on 27 October 2015, which was based on four years' separation. As for the 2016 payment, it was made before the ancillaries were concluded. I find that they satisfy the *TNL v TNK* test, and therefore return these amounts to the pool of matrimonial assets for division.

50 With regard to the Husband's cheque payment of \$100,000.00 to the Third Party on 5 June 2000,⁴⁰ the Husband did not provide an explanation for

⁴⁰ DAM1 at p 696.

this payment.⁴¹ If there are any matrimonial assets (including cash) that are proved to have been unfairly or unjustly dissipated by either party during the course of the marriage until the date of interim judgment which the court finds unacceptable and must be accounted for as part of the matrimonial assets as if they had never been dissipated, then the amount that the court deems to have been unfairly or unjustly dissipated would be notionally added to the total net value of the matrimonial assets available for distribution: see *AJR v AJS* [2010] 4 SLR 617 ("*AJR v AJS*") at [6]. Given that this money was inexplicably given to the Third Party during the course of the Parties' marriage, I am of the view that the \$100,000.00 should be returned to the total pool of matrimonial assets for division.

51 The Husband also received \$40,000.00 from the Third Party on 27 May 2016 and \$20,000.00 on 11 July 2016.⁴² He could not remember what the first sum was for, and said that the second amount was to help pay for the mortgage and other expenses. The Wife disputed the explanation, and pointed out that he had sufficient money in his UOB account and was not in financial need. The Husband also did not show evidence of his repayment of the latter sum to the Third Party. In the circumstances, I disregard these payments, and will not deduct them from the amounts which the Husband gave to the Third Party when considering the amount to be returned to the pool of matrimonial assets.

⁴¹ DAM1 at para 147.

⁴² D3 at paras 86(g) and (h).

(7) Undisclosed Insurance Policies

52 The Wife submitted that an adverse inference should be drawn against the Husband for failing to fully disclose four insurance policies.⁴³ I will deal with them below.

CHUBB INSURANCE SINGAPORE LIMITED INSURANCE POLICY

53 While the Husband asserted that this policy has no surrender or cash value, he only disclosed the payments he made but did not provide any further documentary evidence to support this assertion earlier.⁴⁴ While he later applied to admit the policy documents at the hearing on 27 August 2018, this was opposed by the Wife on the ground that he did not admit them during discovery and had also confirmed at the previous hearing on 8 August 2018 that he had no other documents to disclose.⁴⁵ I agreed with the Wife and disallowed the application. In the result, I find on a balance of probabilities that this insurance policy does have a surrender value which the Husband has failed to disclose. In the absence of evidence on a particular sum which I can add to the pool of matrimonial assets, I will deal with this when considering whether an adverse inference should be drawn against the Husband below.

AXA INSURANCE POLICY

54 The Husband only disclosed the three AXA insurance policies which have annual premiums totalling \$2,400.00, but did not disclose that he has a

⁴³ DSA at para 54.

⁴⁴ PSA at para 92.

⁴⁵ NE 8 August 2018 at p 5 and 27 August 2018 at p 3.

fourth AXA insurance policy.⁴⁶ There was evidence of payment of \$3,274.00 for the fourth AXA insurance policy according to his bank statement,⁴⁷ and this was corroborated by the Wife's evidence that he received four letters from AXA monthly.⁴⁸ I therefore find on a balance of probabilities that the Husband does have this insurance policy and that it has a surrender value. Since I am unable to include any particular sum to the pool of matrimonial assets, I will deal with it when considering whether an adverse inference should be drawn against the Husband below.

ICS/AVIVA INSURANCE POLICY

55 The Wife recalled that the Husband had an insurance policy from ICS, which was later bought over by Aviva, but the Husband did not disclose this.⁴⁹ However, without supporting documents, I find that the Wife has not proven that the Husband had such a policy.

PRUDENTIAL ASSURANCE INSURANCE POLICY

56 Although the Husband's CPF statement indicated that he made payments of \$42,660.00 to his Prudential Assurance policies,⁵⁰ he denied having any Prudential Assurance policy which was paid for using the CPF Investment Scheme in his reply to the Wife's interrogatories.⁵¹ While the Husband made credit card payments of \$7,445.66 and \$833.33 to Prudential Assurance on 14

⁴⁶ PSA at para 93.

⁴⁷ Plaintiff's Affidavit dated 24 August 2017 ("PA2") at p 284; PCB at pp 286–287.

⁴⁸ D3 at para 94.

⁴⁹ D3 at para 95.

⁵⁰ PAM1 at p 185.

⁵¹ PA2 at p 20.

and 24 October 2015,⁵² none of the Prudential Assurance policies declared by the Husband has an annual premium which matches these sums.⁵³ I therefore find on a balance of probabilities that the Husband does have this insurance policy and that it has a surrender value.

57 Since there was no evidence on the actual value of the undisclosed insurance policy, I am unable to include any particular sum in the pool of matrimonial assets. I will therefore deal with it when I consider whether an adverse inference should be drawn against the Husband below.

(8) Unaccounted Stock Options

58 The Wife asserted that the Husband's stock options which he received in January 2018, amounting to USD8,739.00 (\$12,409.38 based on the exchange rate provided by the Husband), should be included in the pool of matrimonial assets for division.⁵⁴ The Husband had failed to disclose these earlier, and his eventual position was that these were "unvested shares".⁵⁵ However, the Husband's Equity Award Summary clearly showed that this amount of shares is under the header, "Outstanding", which means that the Husband has unexercised and non-expired rights to these shares.

59 Even in the unlikely event that these shares were not vested, the Court of Appeal in *Chan Teck Hock David v Leong Mei Chuan* [2002] 1 SLR(R) 76 at [17], [27]–[29] has noted that the term "matrimonial asset" is given a wide

⁵² DSA at Annex D at p 152.

⁵³ PAM1 at pp 147–174.

⁵⁴ JSRI at p 25; DSA at Annex B at pp 118–119; DSA at para 74.

⁵⁵ PSA at para 99.

meaning to include “any asset of any nature”, and includes vested stock options as well as unvested stock options which the Court classified as being choses in action and contractual rights. All matrimonial assets, including any valuable accrued rights such as stock options and future bonuses arising from employment prior to the date of interim judgment, which existed as at the date of the interim judgment are the relevant assets for distribution, see: *AJR v AJS* at [4].

60 I will therefore include the sum of \$12,409.38 in the pool of matrimonial assets.

61 The following table sets out the amounts for the disputed assets to be added to the pool of matrimonial assets:

S/No	Assets disputed to be matrimonial assets	Value (\$)
1.	MCST fees of Gilstead Road Property	1,317.48
2.	Gifts to Third Party	135,900.00
3.	Unaccounted stock options	12,409.38
	Total	149,626.86

Total pool of matrimonial assets

62 The total value of the pool of matrimonial assets is \$7,052,255.58 as set out below:

Class of Assets	Value (\$)	Reference
Assets with agreed values	2,191,360.25	[12] above.
Assets with disputed values	4,711,268.47	[29] above.

Assets disputed to be matrimonial assets that have been included	149,626.86	[61] above
Total	7,052,255.58	

Division of matrimonial assets

Methodology in ANJ v ANK

63 In *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) the Court of Appeal sets out a structured approach for the division of assets for dual income marriages. This three-step approach was explained in *TIT v TIU and another appeal* [2016] 3 SLR 1137 at [21] as follows:

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

64 Since the Parties both worked and have made direct and indirect financial contributions, I will apply the structured approach in *ANJ v ANK* in the division of the matrimonial assets.

Step 1: Direct Contributions

65 The Husband initially submitted that the broad brush approach should be used to adopt the income method to determine direct financial contributions.⁵⁶ However, at the ancillary matters hearing, the Husband also submitted on the Parties' financial contributions for their respective properties, and indicated that the contributions approach was to be taken.⁵⁷ The Wife opposed the use of the income method, and also proposed that the contributions approach be adopted.

66 I accept the Wife's submission that the income approach is unsuitable as there is insufficient evidence on the incomes of the Parties throughout the years of marriage up to 2017. The income statements admitted were for the years of 2014 to 2016 for the Husband, and 1995 to 2017 for Wife.⁵⁸ Further, there was no evidence of the pooling of incomes for asset acquisition.⁵⁹ Instead, the Parties acquired assets through the sales of their two previous properties. Moreover, since the Parties had made their submissions based on the contributions approach, I will adopt the contributions approach as the most suitable approach.

67 In the JSRI, the Husband stated that the direct financial contributions should be apportioned in the ratio of 80:20 between him and the Wife, while the Wife stated that the ratio should be 60:40 instead.⁶⁰

⁵⁶ PSA at para 107; JSRI at p 30.

⁵⁷ NE 27 August 2018 at p 2.

⁵⁸ JSRI at p 2; PAM1 at pp 312–314; DAM1 at pp 358–385.

⁵⁹ NE 8 August 2018 at p 3.

⁶⁰ JSRI at p 27.

68 The Parties currently own two properties, the Newton Property and the Havelock Road Property. The Parties used to own two other properties, one in the Toh Tuck Road Road area (“Toh Tuck Road Property”) and the Novena Property. The tracing of the contributions of the Parties towards these two previous properties will be taken into consideration for ascertaining their contributions to the Newton Property and Havelock Road Property.

Toh Tuck Road Property

69 The Parties bought the Toh Tuck Road Property in 1990, contributing approximately equally towards its acquisition. It was sold in early 1994 at a profit of more than \$250,000.00.⁶¹ The sale of the Toh Tuck Road Property was timed with the purchase of the Novena Property in June 1994 so that the refunds of the CPF moneys from the sale of the Toh Tuck Road Property were utilised to purchase the Novena Property.⁶² The cash sale proceeds from the moneys of Toh Tuck Road Property were also utilised to pay for the Novena Property.⁶³

Novena Property

70 The Wife submitted that the Parties’ financial contributions towards the Novena Property were in the ratio of 56.3:43.7 between the Husband and her.⁶⁴ The Husband disputed this, and asserted that the ratio was 67.35:32.65 instead: see H1 (Breakdown of the Parties’ financial contributions for the respective properties). On the totality of the evidence adduced, I accept the Wife’s submitted ratio over the Husband’s submitted ratio. I accept that the proceeds

⁶¹ DSA at paras 94, 97; DAM1 at pp 354–356; Exhibit H1 (“H1”).

⁶² DAM1 at para 73.

⁶³ DSA at para 101.

⁶⁴ DSA at para 101.

of sale from the Toh Tuck Road Property, which was acquired by the Parties with almost equal financial contributions from each of them, were utilised to pay for the Novena Property's option moneys, initial down payment and capital payment at completion.⁶⁵ Moreover, the Husband did not provide any documentary evidence to support his assertions that he made cash repayments of \$211,000.00 towards the mortgage, \$115,000.00 for renovation costs and \$34,000.00 for maintenance or sinking funds.⁶⁶ In any event, I note that the Husband's submitted ratio of 67.35:32.65 in H1 is arithmetically incorrect. If his figures are accepted, the ratio of should be 69.9:30.4 instead.

71 The Novena Property was sold *en bloc* in July 2011, giving a profit of \$2,268,646.95 (comprising \$2,035,817.85, \$184,500.00 and \$48,329.10) which the Parties agreed to use to fund the purchase of the Newton Property in September 2011.⁶⁷

Newton Property

72 I now deal with the dispute on the direct contributions to the Newton Property. The Parties agreed that the estimated total amount they paid towards the purchase of the property was \$3,678,364.85, after taking into account the outstanding mortgage loan and renovation loan.⁶⁸

⁶⁵ DSA at para 101.

⁶⁶ H1.

⁶⁷ PSA at para 114; DAM1 at paras 92-93, pp 155 –156 and p 295; DSA at p 49.

⁶⁸ DSA at para 108; H1.

73 The Wife submitted that the contribution ratio should be 55:44 between the Husband and her, while the Husband submitted that it should be 79:21 instead.

74 I accept the Parties' submissions on the CPF contributions as both made the same proportion of CPF repayments (whether monthly or in total) with supporting documents.⁶⁹ I also accept the Wife's calculations on the sale proceeds from the Novena Property, that was apportioned between them in the proportions decided above at [70].⁷⁰

75 However, for the monthly payments in cash for the mortgage, the Wife claimed that she made \$93,000.00 in cash payments while the Husband did not contribute at all for the monthly mortgage. On the other hand, the Husband claimed that he contributed \$7,668.46 while the Wife paid \$1,500.00 for the monthly repayments in cash. On this matter, I find that both parties have not provided any supporting documentation and have not proven their respective monthly contributions on a balance of probabilities. In the circumstances, I am constrained to exclude their direct cash contributions from the calculations.

76 Even though the Husband did not include them as his financial contributions, I find that the Husband has contributed to maintenance repairs, servicing of air-conditioning and management and conservancy fees for the total value of \$9,099.00 and had paid \$7,800.00 for property tax (collectively "Miscellaneous Fees").⁷¹

⁶⁹ DSA at para 109; H1.

⁷⁰ DSA at para 109.

⁷¹ PCB at pp 388–414.

77 Finally, I also disagreed with the Husband's approach in calculating the direct contributions towards the Newton Property, where he only took into account monthly repayments in CPF and cash, but disregarded the Parties' initial down payment for the Newton Property from the sale proceeds of the Novena Property and the apportionment between them for this down payment.⁷²

78 In the result, I set out below my findings on the Parties' respective direct financial contributions to the Newton Property. I omit the contribution ratio as it will not be used in the determination of the division of the matrimonial assets when the global assessment methodology is applied:

Newton Property	Husband	Wife	Total
CPF (\$)	727,174.33	526,548.69	1,253,723.02
Utilised Sale Proceeds from Novena Property apportioned in the ratio of 56.3:43.7 between the Husband and the Wife (\$)	1,277,248.23	991,398.72	2,268,646.95
Miscellaneous Fees (\$)	16,899.00	0.00	16,899.00
Total (\$)	2,021,321.56	1,517,947.41	3,539,268.97

Havelock Road Property

79 The Parties agreed that the Havelock Road Property was purchased in 1998 at \$845,000.00 with a mortgage loan of \$676,000.00. The outstanding mortgage loan was \$276,936.94 as at 31 January 2017.⁷³

⁷² DSA at para 117(b); H1.

⁷³ PCB at p 425.

80 The Wife submitted that the Husband made CPF contributions of \$245,947.84 while she made CPF contributions of \$126,068.71.⁷⁴ The Husband submitted that he initially did not make any CPF contributions but had later contributed \$169,000.00, which is strangely less than what the Wife credited the Husband for his CPF contributions.⁷⁵ Since there is no reason not to accept the Wife's figure, which is also borne out by the Husband's CPF statement, I find the Husband's CPF contributions to be \$245,947.84.

81 As for the initial down payment of \$169,000.00, the Husband submitted that it was solely borne by him, though he provided no supporting evidence.⁷⁶ The Wife submitted that this amount of \$169,000.00 was paid in cash from their joint bank account using the proceeds from the sale of the Toh Tuck Road Property, and hence should be apportioned equally between the Parties. I am unable to accept this submission, as I have already attributed the entire proceeds from the Toh Tuck Road Property for the purchase of the Novena Property in 1994, leaving nothing available for the down payment for the Havelock Road Property which was purchased in 1998. In the absence of evidence on the source of this \$169,000.00, I find that it came from the Husband.

82 As for the mortgage payments totalling \$399,063.06, I accept the Wife's submission that they should be attributed equally to the Parties, given that they were paid out of the Parties' joint account ending with 3198.⁷⁷ I also accept the Wife's submission that since the rental income received from the Havelock

⁷⁴ PAM1 at p 234; DAM1 at p 351.

⁷⁵ JSRI at p 30; H1.

⁷⁶ PSA at para 117(a).

⁷⁷ DSA at para 113; PCB at pp 429–430.

Road Property was used to pay the monthly loan instalments, it ought to be considered as belonging jointly to the Parties, as it was income earned on an asset that was jointly owned: *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA 52 at [18].

83 Finally, despite the Husband not factoring the following contributions into the calculations, I have taken into account the Husband's direct contributions to the renovation, maintenance, agency fees, stamp duties and property tax ("Miscellaneous Fees") for the Havelock Road Property, amounting to a total of \$11,417.10.⁷⁸

84 I set out below my findings on the Parties' respective direct financial contributions to the Havelock Road Property:

Havelock Road Property	Husband	Wife	Total
CPF (\$)	245,947.84	126,068.71	372,016.55
Option and shortfall (\$)	169,000.00	0.00	169,000.00
Mortgage (\$)	199,531.53	199,531.53	399,063.06
Miscellaneous Fees (\$)	11,417.10	0.00	11,417.10
Total (\$)	625,896.47	325,600.24	951,496.71

Summary of direct contributions

85 In summary, I set out below my findings on the Parties' direct contributions towards all the assets that were included in the pool of matrimonial assets to be divided:

⁷⁸ PCB at pp 431–456.

	Husband's Direct Contributions (\$)	Wife's Direct Contributions (\$)	Reference
Newton Property	2,021,321.56	1,517,947.41	[78] above
Havelock Road Property	625,896.47	325,600.24	[84] above
Joint agreed assets	6,582.35	6,582.35	[12] above
Wife's agreed assets	0.00	511,331.10	[12] above
Husband's agreed assets	1,666,864.45	0.00	[12] above
Wife's disputed assets	0.00	249,311.39	[29] above
Husband's disputed assets	149,626.86	0.00	[61] above
Total (\$)	4,470,291.69	2,610,772.49	7,081,064.18
Percentage (%)	63.1	36.9	100.00

86 The ratio of direct contributions between the Husband and the Wife is rounded up to 63.1:36.9.

Step 2: Indirect Contributions

87 In the JSRI, the Husband proposed a ratio of 80:20 between him and the Wife for the indirect contributions while the Wife proposed a ratio of 30:70

instead.⁷⁹ In deciding the appropriate ratio for the indirect contributions of the Parties, I take into consideration the following factors:

- (a) The marriage was a relatively long one of 31 years.
- (b) This was a dual-income household, where the Wife was a working mother and also the primary caregiver of the Children. The Wife took charge of their education, birthdays, vacations, health and discipline.⁸⁰ The Wife did not leave the Children in the care of the domestic helper at night. She also took care of the Children whenever they were sick.⁸¹ In addition, the Wife took care of running the household, including the marketing, upkeep of the family home, and of supervising the domestic helpers.⁸² She also paid for various expenses after the Husband left the family.
- (c) The Wife had taken care of the design of the Newton Property and the relocation from their previous rental residence to the Newton Property when it was ready.⁸³
- (d) After the Husband was discharged from his hospitalisation in 2000, the Wife stayed home to take care of him even though she found out about his infidelity at about the same time, and her father was also undergoing a major operation during that period.⁸⁴

⁷⁹ JSRI at p 27 and DSA at para 145.

⁸⁰ DAM1 at paras 171–175, 178–212.

⁸¹ DAM1 at para 200.

⁸² DAM1 at paras 128, 136.

⁸³ DAM1 at paras 140–141.

⁸⁴ DAM1 at para 158.

(e) The Husband would frequently go out in the night and only return in the early hours of the morning, leaving the Wife to care for the Children.⁸⁵

(f) The Husband was having an extra-marital affair since 1999 and moved out of the family home in 2003, and the Wife was the parent taking charge of all the household matters and caring for the Children.⁸⁶ They were then aged only 12, 11 and 7, respectively. Considering the Husband's extra-marital affair, it would have certainly affected the amount of time he could have devoted to his family and the Children.

(g) When the youngest child was born, the Wife took unpaid leave for six months to care for the child since her employer only provided maternity leave for the first two children. The Husband did not take any time off and did not contribute to caring for this child.⁸⁷

(h) The Wife sacrificed her career and did not accept travel assignments so that the Husband could travel as his work required him to do so extensively.⁸⁸ The Wife also took no-pay leave and borrowed money from a relative to stay in England in 1985-1986 to cook, clean and care for the Husband when he was studying there.⁸⁹ The Wife sacrificed her income and opportunity to be promoted as a result.⁹⁰ In

⁸⁵ Defence and Counterclaim (Amendment No.1) at para 3.2(iii); DAM1 at para 135.

⁸⁶ DAM1 at paras 178–212.

⁸⁷ Defence and Counterclaim (Amendment No.1) at para 3.2(iv).

⁸⁸ DAM1 at para 113.

⁸⁹ DAM1 at paras 108–110, 114; Defence and Counterclaim (Amendment No.1) at para 3.2(i).

⁹⁰ Defence and Counterclaim (Amendment No.1) at para 3.2(iii).

contrast, the Husband was not supportive of her, even when she had cancer in 2008, and she had to depend on the assistance of her superior in the office to fetch her for treatments.⁹¹

(i) The Wife had also supported the Husband in his career. Her father had written to the chairman of a Singapore financial institution to help launch the Husband's career.⁹² Even after discovering his infidelity, she had accompanied him for official functions and unofficial events, and hosted dinners for his staff.⁹³

(j) The Husband made indirect financial contributions to the family, including paying for overseas family holidays, groceries, utilities and domestic helper expenses. He also paid for the overseas university education and living expenses of the two older children, as well as the Children's extracurricular classes and activities (including those involving overseas trips), dental treatments, driving lessons, insurance premiums and the purchase of a car.⁹⁴ He fetched the Children to school when they were younger, helped them with their school work, and supported them in their respective interests such as tennis, ballet, and singing.

(k) The Husband said that he was always there for the Children even though the marriage had broken down. For the two older children, the Husband had visited them when they were studying overseas, upgraded

⁹¹ DAM1 at para 162.

⁹² DAM1 at para 116; Defence and Counterclaim (Amendment No.1) at para 3.2(ii).

⁹³ DAM1 at paras 120–121.

⁹⁴ PSA at para 121.

their air tickets to business class using his airline miles and helped them obtain internships and subsequent employment after they graduated. He helped the eldest child to overcome visa problems so that he could complete his overseas education.⁹⁵ For the second child, he also helped her to obtain an internship with his company which facilitated her obtaining employment there after her graduation.⁹⁶

88 In my assessment, I am guided by the following cases:

(a) Even in households where both parties are working full-time, absent concrete evidence to the contrary, the wife will ordinarily be the party who renders greater indirect contributions (*ANJ v ANK* at [24]).

(b) In *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 at [20], the Court of Appeal acknowledged that the managerial role of a wife in ensuring the smooth running of a household is at least as essential and important as the direct performance of the chores itself, especially where the wife personally took care of the needs of the children while holding down a regular full-time job.

(c) In *Smith Brian Walker v Foo Moo Chye Julie* [2009] SGHC 247 the wife had helped the husband to secure a consultancy project during the period of cohabitation before their marriage (at [13]). He received from this a substantial commission that he used to fund the purchase of a property. The High Court accepted the significant indirect contribution of the wife, and increased her share in the property.

⁹⁵ PSA at para 122.

⁹⁶ CDC-1 at paras 7-8, 26.

(d) In *UNE v UNF* [2018] SGHCF 12, the parties were married for 29 years and have two adult children. The wife was the main caregiver, and worked full-time for around 19 years of the marriage before assuming the role of a homemaker for the final ten years. The High Court held the ratio of indirect contributions between the wife and the husband to be 75:25.

(e) In *UAP v UAQ* [2018] 3 SLR 319, the wife had made serious sacrifices to support the husband in his overseas attachments and night classes for his post-graduate degree while she took care of their child. This was considered a significant indirect contribution (see [80]), and the High Court held the ratio of indirect contributions between the wife and the husband to be 80:20.

(f) In *UTJ v UTK* [2019] SGHCF 6, the parties were married for 41 years. They had both worked and relied on a domestic helper who was supervised by the wife. The wife retired in 2004, and parties divorced on May 2015. The husband contributed to the bulk of the family expenses, and the High Court held the ratio of indirect contributions between the wife and the husband to be 60:40.

89 Assessing the totality of the evidence, I am of the view that an indirect contribution ratio of 70:30 between the Wife and the Husband would be just and equitable.

Step 3: Average ratio

90 As stated in *ANJ v ANK* at [27], based on the circumstances of the case, the average ratio of contributions may be adjusted by giving different weights to direct and indirect contributions. Factors affecting the weightage include the

length of the marriage, the size of the matrimonial assets and its constituents, and the extent and nature of the indirect contributions.

91 In the present case, the Wife's significant indirect contributions have already been duly recognised by having a higher percentage given to it. In the circumstances, I find it just and equitable to accord equal weight to the Parties' direct and indirect contributions.

92 In the result, from the ratios of the direct and indirect contributions, I arrive at the overall average ratio of 46.55:53.45 between the Husband and the Wife based on the computations in the table below:

	Husband (%)	Wife (%)
Direct Contributions	63.1	36.9
Indirect Contributions	30	70
Average ratio	46.55	53.45

Adverse inference

93 As discussed earlier in [36]–[48] above, I find that the Husband has failed to make full and frank disclosure of the following of his contributions and assets:

- (a) Other payments for the Gilstead Road Property;
- (b) Chubb Insurance Singapore Limited Insurance policy;
- (c) Undisclosed AXA Insurance policy; and
- (d) Undisclosed Prudential Assurance Insurance policy.

94 For the Gilstead Road Property, although I find that the Husband did make various payments, I can only return the known amounts of the moneys used by the Husband to the pool of matrimonial assets ([44] – [45] above). For this, and for the various insurance policies, as there is no evidence on what the values of these policies are, I will draw an adverse inference and adjust the division of the assets accordingly.

95 On the other hand, I decline to draw an adverse inference against the Wife for allegedly not making full and frank disclosure of the following assets for the reasons stated:⁹⁷

(a) For the Wife's Employee Pension Plan, the Husband failed to make a request to the Wife during discovery or interrogatories to produce it ([31] above).

(b) For the Standard Chartered bank accounts that the Wife hid away, although the Husband alleged the Wife has made several transfers of moneys through these accounts, he did not provide any proof of these allegations ([35]-[36] above).

(c) For the transfers of moneys, which the Wife claimed to belong to her mother, through the Wife's bank accounts, I accept that these moneys belong to the mother ([34] above).

The Husband has not shown any substratum of evidence that establishes a *prima facie* case against the Wife, the person against whom the inference is to be drawn: see *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [62].

⁹⁷ PSA at para 131.

96 Accordingly, I find that an adverse inference should only be drawn against the Husband, and order that his share be reduced by 2.5%, and the Wife's share be correspondingly increased by 2.5%. The final ratio of division between the Husband and the Wife is therefore 44:56 (rounded off).

97 Based on the total value of the pool of matrimonial assets of \$7,052,255.58 (see [62] above), the Husband's share of the matrimonial assets is \$3,102,992.46 and the Wife's share of the matrimonial assets is \$3,949,263.12.

98 This is a just and equitable division. The Husband has been generous to the Third Party, buying her expensive gifts which he never gave to the Wife, providing her a supplementary credit card with a credit limit of \$60,000 and even upgrading her economy class air ticket to Hong Kong to a business class air ticket using his accumulated air miles.⁹⁸ He also gave her various sums of money, including an amount of \$100,000.00.⁹⁹ It is also likely that the Husband has not disclosed all his assets. Considering his income over the years of his career, the total value of his assets would be more than that which he has declared, even after the Newton Property and Havelock Road Property are included.¹⁰⁰

Apportionment of matrimonial assets

99 The Wife was prepared for the Newton Property and the Havelock Road Property to be sold and the net proceeds of sale be used to satisfy the Parties'

⁹⁸ DSA at para 156.

⁹⁹ DSA at para 157.

¹⁰⁰ DSA at paras 162–164.

shares of the matrimonial assets.¹⁰¹ The Husband's position was also to sell both properties.¹⁰² Given the Parties' positions, I will not make any order save to direct that the Parties should retain the various liquid assets in their own names. This will minimise any transaction cost which is associated with a transfer.

100 The Parties will have to decide how the Havelock Road Property and the Newton Property are to be sold and the proceeds of the sales divided, so that each will obtain their respective shares of the total pool of matrimonial assets. The Parties will have liberty to apply for directions on the division of these properties within three months of this judgment if they are unable to agree on how this is to be achieved.

Maintenance for the Wife

101 Section 113 of the WC sets out the power of the court to order maintenance for former spouses, with the factors relevant to determining the quantum of maintenance stated in s 114. The Court of Appeal held in *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 ("*Foo Ah Yan v Chiam Heng Chow*") stated at [13]:

The overarching principle embodied in s 114(2) of the Act is that of **financial preservation**, which requires the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage. [emphasis added in bold]

It added that s 114(2) must be applied in a "commonsense holistic manner that takes into account the new realities that flow from the breakdown of a marriage": at [16]. Maintenance also plays only a supplementary role to an order

¹⁰¹ DSA at para 176.

¹⁰² PAM1 at p 45.

for division of matrimonial assets. The court takes into account the Wife's share of the matrimonial assets upon division before arriving at an appropriate maintenance sum, see *BG v BF* [2007] 3 SLR(R) 233 ("*BG v BF*") at [75]; and *ATE v ATD and another appeal* [2016] SGCA 2 at [33].

102 The Wife sought a lump sum maintenance of \$2,280,000.00. This was calculated on the basis of \$10,000.00 per month (the difference between her expenses and take home income per month) for a period of 19 years.¹⁰³ She relied on the method set out in *TNL v TNK* at [61]:

The Wife's basis for a 19-year multiplier is this court's decision in *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405, where we followed (at [89]) the method of quantifying an appropriate multiplier for a lump sum maintenance award set out in our earlier decision in *Ong Chen Leng v Tan Sau Poo* [1993] 2 SLR(R) 545 (at [35]). This method involves taking a compromise between the average life expectancy of a woman and the usual retirement age of a Singapore male worker less the wife's present age, ie, [(average life expectancy of a woman + usual retirement age of a Singapore male worker) ÷ 2] – the wife's present age ("the Ong Chen Leng method").

[emphasis in original]

However, as pointed out by the Court of Appeal in *TNL v TNK* at [62], the "*Ong Chen Leng*" method is not intended to be the only method of quantifying the appropriate multiplier for a lump sum maintenance award, but is simply a guide rather than a rule of law.

103 In contrast, the Husband submitted that no order for maintenance for the Wife should be made, given that the Wife has been financially self-sufficient throughout the marriage of 31 years, and that the Children are all grown up and

¹⁰³ DSA at para 198.

would provide for her financially.¹⁰⁴

104 The Husband's submission is inconsistent with settled authority: *Foo Ah Yan v Chiam Heng Chow*, at [21]–[22]. It is also speculative as to whether the Children will or will not be in a position to provide for the Wife financially. In deciding the maintenance for the Wife, I take into consideration the following factors. First, the share of matrimonial assets that the Wife will receive is \$3,949,263.12. Second, the Parties are 57 years old and are approaching retirement. The Children are also no longer dependants, and will be able to provide for themselves, whether or not they are able to provide for the Wife financially. Third, the Wife's average gross monthly income is \$12,809.67 and her monthly expenses amount to \$11,058.91.¹⁰⁵ Fourth, the Wife has to take care of her mother who is financially dependent on her and she incurs an expenditure of approximately \$800.00 a month on her mother. This includes her mother's medical expenses since she was no longer able to rely on her husband's pension benefits after he passed away,¹⁰⁶ and the cost of engaging a helper. Fifth, I also note that the Wife's insurance policies have matured after her recovery from cancer in 2008, and her lack of personal medical insurance coverage puts her at risk of high future medical expenses in the event of a relapse.¹⁰⁷ However, I place lesser weight on this factor given its speculative nature.

105 The Wife submitted that she has suffered financial inequalities over the years and has far less savings than the Husband.¹⁰⁸ She also sacrificed her career

¹⁰⁴ PSA at para 142.

¹⁰⁵ DAM1 at paras 17, 44.

¹⁰⁶ DAM1 at paras 52–54; D3 at paras 118–119, pp 501–504.

¹⁰⁷ DAM1 at paras 162–163, 224.

¹⁰⁸ DSA at para 183.

and it was her indirect contributions to the family that allowed the Husband to achieve professional success.¹⁰⁹ She relied on *BG v BF* where the Court of Appeal, summarising its earlier decision in *Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376, noted that “the rationale behind the law imposing a duty on a former husband to maintain his former wife is to even out any financial inequalities between the spouses, taking into account any economic prejudice suffered by the wife during marriage” (at [75]). However, the Court of Appeal also stated in *Foo Ah Yan v Chiam Heng Chow*, at [19], that “it is the reasonableness of the maintenance claim *vis-à-vis* the husband’s ability to pay, which guides the court’s application of financial preservation”.

106 Considering these circumstances in the round, I order that there be no maintenance for the Wife. She has received a significant share of the matrimonial assets, which comprise assets that are liquid in nature. It would be sufficient for her to live comfortably, even after purchasing another property.

Conclusion

107 I order costs of the ancillary matters proceedings against the Husband. In so ordering, I have considered that the Husband has been uncooperative in disclosing his assets despite the multiple requests made in discovery and interrogatories: see *JBB v JBA* [2015] 5 SLR 153 at [33].

108 The costs of the divorce were also earlier adjourned: see [4] above. Although no submissions were made on the order to be made, I note that the counterclaim was contested until the Wife adduced irrefutable evidence of the Husband’s relationship with the Third Party. The costs of withdrawal of the

¹⁰⁹ DSA at paras 184–185.

statement of claim and the defence and counterclaim (Amendment No 1) were also ordered to be borne by the Husband, to be taxed if not agreed.¹¹⁰ I therefore order the costs of the divorce to be borne by the Husband, to be fixed by me if not agreed.

109 In the event that costs are not agreed, the Parties are to file written submissions on costs, limited to ten pages each excluding annexes on the amounts of disbursements, within 14 days of this judgment for the costs of the divorce and the ancillary matters proceedings to be fixed by me.

Tan Puay Boon
Judicial Commissioner

Raymund A Anthony (Gateway Law Corporation) for the plaintiff
and defendant-in-counterclaim;
Loh Wai Mooi and Wang Liansheng (Bih Li & Lee LLP) for the
defendant.

¹¹⁰ FC/ORC 5403/2016 dated 18 October 2016.