IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2019] SGHCF 28

Divorce (Transferred) No 3580 of 2017

Between

UZR

… *Plaintiff*

And

(1) UZS
(2) UZT

… *Defendants*

JUDGMENT

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

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UZR
v
UZS and another

[2019] SGHCF 28

High Court (Family Division) — Divorce (Transferred) No 3580 of 2017
Tan Puay Boon JC
9 May, 24 June 2019

19 December 2019 Judgment reserved.

Tan Puay Boon JC:

Introduction

1 This case involves a long 35-year marriage. The plaintiff wife ("the Wife") and the defendant husband ("the Husband") were married on 24 January 1983, and interim judgment ("IJ") was granted on 13 February 2018. There are four adult children to the marriage.

2 The Wife filed a writ for divorce on 2 August 2017. IJ was granted on an uncontested basis, on the ground that the Husband had behaved in such a way that the Wife cannot reasonably be expected to live with him.

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

Facts

4 The Husband and Wife are both 62 years old this year. The Wife has not been working since 2014, and the Husband was previously a senior director with business in China before he ceased employment in 2017. The Husband came out of retirement from 2018 to 2019 to work on a contract basis in China, where he is currently based.[1]

5 There are four adult children to the marriage ("the Children"). The Children were born in 1986, 1988, 1990 and 1998 and are 33, 31, 29 and 21 years old this year respectively. The youngest Child is currently pursuing her tertiary education overseas and is dependent on the parties for her expenses.

6 Both parties worked during the marriage. The Husband worked for a multinational corporation and other businesses, and had to travel for business on a regular basis. The Wife worked as a teacher in the early years, and then at her family company, [A] Pte Ltd, from around 1992 to 2000. She resumed employment in around 2008, before stopping work in 2013 after becoming ill. She was in an administrative role from 2014 to 2015.[2]

7 The Wife's family companies are [A] Pte Ltd and [B] Pte Ltd. I will collectively refer to them as her "family companies" where the distinction between the two companies is not material.

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1 Husband's affidavit dated 4 March 2019 at Exhibit A of "SFD-1", S/N 1.

2 Wife's 1st affidavit of assets and means dated 17 April 2018 ("Wife's 1st AAM") at paras 22.23, 22.31, 22.44, 22.82, 22.84, 22.90, 22.92, and p 269.

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8 The parties separated in around January 2017 after the Wife discovered evidence of the Husband's recent affair with the co-defendant in December 2016.[3]

Division of matrimonial assets

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

10 The parties accepted that the global assessment methodology should be used to determine the appropriate division ratio of their matrimonial assets.[4] This methodology comprises four distinct phases: identification and pooling of the matrimonial assets; assessment of the net value of the pool of assets; determination of a just and equitable division of the assets; and apportionment on the basis of the proportions of division: *NK v NL* [2007] 3 SLR(R) 743 at [31]. I consider each of these phases in turn.

Identification and assessment of the net value of the matrimonial assets

11 As a general position, all matrimonial assets and liabilities should be identified as at the time of the IJ ("IJ date"), *ie*, 13 February 2018, and valued as at the time of the ancillary matters hearing ("the AM date"), *ie*, 9 May 2019. The balances in the bank and Central Provident Fund ("CPF") accounts are to be taken at the time of the IJ, as these matrimonial assets are the moneys and not the bank and CPF accounts themselves.

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3 Wife's 1st AAM at para 22.104.

4 Notes of Evidence ("NE") 8 February 2019 at p 1.

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12 For the other assets in general, the available values as close to the AM date as possible will be used. Nevertheless, in this decision, I adopt the values which the parties specifically agreed to use for the relevant assets or liabilities, as reflected in the updated joint summary of relevant information dated 3 June 2019 (marked as "JS2").

13 At the outset, I observe that evidence was lacking in relation to the matters disputed between the parties. This is only to be expected as this was a long marriage; "parties to a functioning marriage do not keep records of their transactions with a view to building a case should a divorce occur": *TXW v TXX* [2017] 4 SLR 799 at [46].

Matrimonial assets and liabilities that were agreed upon

14 The parties were mostly agreed on the identity and valuation of the matrimonial assets and liabilities. The Husband appeared to accept at the ancillary matters hearing ("AM hearing") that the Wife's shares in the family companies were not matrimonial assets as they did not fall within the scope of s 112(10)(*a*)(ii) of the Women's Charter.[5]

15 The parties have five real property assets between them. The Husband accepted at the AM hearing that the GB Property in his name is a matrimonial asset. The parties also agreed at the AM hearing that they would exclude two hotel units in Malaysia in their respective names from the matrimonial pool.[6] The other two real properties are the Bukit Timah Property in their joint names

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5 Notes of Evidence ("NE") 9 May 2019 at p 1; NE 24 June 2019 at pp 8–9.

6 NE 9 May 2019 at p 2; Wife's submissions for ancillary matters dated 29 April 2019 ("WS") at para 16.

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and the Robertson Quay Property in the name of the Wife, which the parties accepted are matrimonial assets.

16 They parties agreed on the following currency exchange rates to be applied:

(a) RM1 to S$0.33;

(b) US$1 to S$1.34;

(c) CNY1 to S$0.20; and

(d) £1 to S$1.70.

17 I compute the net values of the Bukit Timah Property and the Robertson Quay Property by deducting the agreed liabilities in relation to each property from their agreed values. On this approach:

(a) The net value of the Bukit Timah Property is S$2,541,184.79 (being S$2.7m – S$158,815.21).[7] I will address the Wife's submission that this net valuation should exclude the outstanding mortgage under DBS Term Loan No -4707/2 at [21]–[23] below.

(b) The net value of the Robertson Quay Property, which is subject to a mortgage loan of S$498,462.60 as at 31 March 2018 and an outstanding S$900,00.00 loan from the Wife's family, is S$2,101,537.40 (being S$3.5m – S$1,398,462.60).[8]

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7 JS2 at p 13; WS at para 12.

8 JS2 at p 9; NE 9 May 2019 at pp 3, 4; WS at paras 12, 13.

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18 The agreed matrimonial assets and liabilities are, accordingly, as listed:[9]

S/No	Description	Net value (S$)
Joint assets		
1	Bukit Timah Property	2,541,184.79
	Sub-total (A)	**2,541,184.79**
Wife's assets		
1	POSB Passbook Savings Account No -4098	67,316.50
2	POSB Current Account No -8519 (linked to POSB Passbook Savings Account No -4098)	N/A
3	DBS Fixed Deposit Account No -5516	5,801.69
4	UOB Uniplus Account No -7658	54,456.71
5	RHB Bank Berhad Current Account No -2966	3,276.53 (RM 10,000.00)
6	Great Eastern Living Assurance Policy Plus Policy No -3725	39,101.65
7	Great Eastern Living Assurance Policy Plus Policy No -4728	33,397.32
8	Great Eastern Living Assurance Policy Plus Policy No -4752	96,151.73
9	Tokio Marine Policy No -9039	93,533.13
10	Central Depository ("CDP") Account No -6318	185,324.88

[9] JS2 at pp 5–9, 11, 13.

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S/No	Description	Net value (S$)
11	UOB-CPF Investment Account No -8366	51,600.00
12	CPF Ordinary Account	130,406.42
13	CPF Special Account	9,738.79
14	CPF Medisave Account	50,566.92
15	CPF Retirement Account	194,286.43
16	Maybank Trading Account No -5750	83,072.32
17	ICBC Current Account No -3670	9.38 (CNY46.01)
18	ICBC Fixed Deposit Account No -4401	70,503.86 (CNY345,000.00)
19	Maybank Account No -3275	1,001.05
20	Robertson Quay Property	2,101,537.40
	Sub-total (B)	3,271,082.71
Husband's assets		
1	DBS Saving Account No -5539	7,027.00
2	UOB Uniplus Savings Account No -9212	0.00
3	UOB High Yield Account No -4623	33,859.00
4	UOB One Account No -0071	6,723.00
5	Bonds (redeemed in January 2019)	248,772.00
6	BGF Multi-Asset Global Fund	303,062.00 (US$226,166.00)

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S/No	Description	Net value (S$)
7	Fidelity Global Multi Asset Fund	542,566.00 (US$404,900.00)
8	UOB Account No -4250	32,633.00 (US$24,353.00)
9	UOB Account No -4269	5,300.00 (£3,115.00)
10	CDP Account No -6639	205,903.50
11	OCBC 360 Savings Account No -5001	3,017.00
12	Bank of China Account No -2742	0.00
13	CPF Ordinary Account	16,985.00
14	CPF Special Account	160,707.00
15	CPF Medisave Account	48,223.00
16	CPF Retirement Account	107,905.00
17	China Merchant Bank Savings Account	94,951.75 (CNY470,000.00)
18	China Construction Bank Savings Account	101.01 (CNY500.00)
19	China EverBright Bank Savings Account	0.00
20	Insurance policies	400,000.00
21	UK Hotel Room Unit	90,000.00
22	GB Property	5,700,000.00
	Sub-total (C)	8,007,735.26
	Total [(A) + (B) + (C)]	**13,820,002.76**

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Disputed matrimonial liabilities

(1) The Husband's personal liabilities

19 The Husband submitted that the following liabilities should be included in the matrimonial pool:[10]

(a) UOB Loan No -6312 and UOB Loan No -4302 (collectively "the UOB Loans"), amounting to US$143,571.00 and US$158,283.00 respectively, and interest on the UOB Loans;

(b) maintenance and utility fees for the Bukit Timah Property; and

(c) monthly expenses for the Husband, his mother and the youngest Child.

20 I do not include these liabilities as matrimonial liabilities. The Husband did not substantiate when or for what purposes he entered into the UOB Loans so as to show that they should be considered matrimonial liabilities that should nominally be deducted from the matrimonial pool. The listed expenses that were incurred after the IJ date also do not affect the value of matrimonial pool, since the Husband's bank account balances were identified as at the IJ date.

(2) The DBS Term Loan No -4707/2

21 DBS Term Loan No -4707/2 is a mortgage loan that the Husband disbursed in 2010 against the Bukit Timah Property. It is the second mortgage loan taken in relation to the Property; the first mortgage loan, DBS Housing Loan No -4707/1, was disbursed in 1994. The parties agreed in JS2 that both

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10 JS2 at p 12, S/N 2–7.

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mortgage loans were joint matrimonial liabilities. The outstanding sums under the first and second mortgage loans were S$95,534.77 and S$63,280.44 respectively as at 1 March 2019.[11]

22 However, the Wife submitted at the AM hearing that the second mortgage loan was taken out for the Husband's sole benefit and should be treated as his personal liability. At the same time, she explained that the loan had been used to purchase the Thomson Property in 2010.[12] The Thomson Property was jointly owned by the parties and was sold in 2014 for a profit of S$1,463,082.83 around 20 February 2014. The sale proceeds were transferred to the parties' joint bank account, but the Husband unilaterally transferred S$1.25m of this sum to an account in his name in February and March 2014.[13]

23 The Wife's submissions in this regard were somewhat confused. What she disputed appeared not to be the Husband's taking out of DBS Term Loan No -4707/2 in itself, which she accepted was used to buy matrimonial property in the parties' joint names. Rather, her concern seemed to be that the Husband failed to account for S$1.25m of the sale proceeds of the Thomson Property. I find, in the circumstances, that DBS Term Loan No -4707/2 is a matrimonial liability and should be accounted for in the net valuation of the Bukit Timah Property. I will deal with the Husband's failure to account for the withdrawal of S$1.25m from the parties' joint account below at [34(c)] in determining if an adverse inference should be drawn against him.

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11 JS2 at p 13; Wife's 3rd affidavit of assets and means dated 26 March 2019 ("Wife's 3rd AAM") at p 73.

12 NE 9 May 2019 at pp 8–9.

13 WS at para 76; Wife's 2nd affidavit of assets and means dated 22 February 2019 ("Wife's 2nd AAM") at p 79, Wife's 3rd AAM at pp 94–96.

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Assets disputed to be matrimonial assets

24 The Husband included several assets in JS2 that the Wife disputed were matrimonial assets. I will consider his submissions that he contributed to the Wife's insurance polices[14] below when considering the parties' direct contributions, and address the other disputed assets in turn.

(1) Withdrawals from the Husband's bank accounts

25 The Husband submitted at the AM hearing that the Wife made the following withdrawals from his bank accounts:[15]

(a) S$8,000.00 from UOB Uniplus Savings Account No -9212 on 25 July 2017; and

(b) CNY400,000.00 (amounting to approximately S$80,000.00) from Bank of China Account No -2742 in May 2017.

26 The Wife accepted that the S$8,000.00 which she withdrew (at [25(a)]) should be returned to the pool. However, she disputed the withdrawal at [25(b)]. Although she acknowledged that she took between CNY300,000.00 to CNY400,000.00 from the matrimonial home in 2016, that sum had not been withdrawn from the Husband's bank account and the Husband had not adduced any supporting bank statements showing that the alleged withdrawal had been made.[16] In JS2 and his written submissions, the Husband elaborated that the Wife had requested that he withdraw a sum of CNY400,000.00 from a Chinese

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14 JS2 at p 15, S/N 3.

15 NE 9 May 2019 at p 2; JS2 at pp 5, 7.

16 NE 9 May 2019 at p 3; Wife's 1st AAM at para 22.103.

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bank account to deposit into Bank of China Account No -2742, and that she withdrew the CNY400,000.00 sum on 25 July 2017.[17]

27 I notionally add S$8,000.00 to the matrimonial pool to account for the Wife's withdrawal at [25(a)]. As for the withdrawal at [25(b)], I find that the Husband was inconsistent about the date on which this sum was allegedly withdrawn, and agree with the Wife that there was insufficient evidence to show that a withdrawal of CNY400,000.00 was made. I therefore do not notionally add the second alleged withdrawal to the matrimonial pool.

(2) Sale proceeds from the sale of the East Coast Property

28 The Husband stated that the Wife kept the net sale proceeds of S$660,000.00 from the 2001 sale of the East Coast Property, which the parties previously owned.[18] However, his submissions do not appear to allege that she wrongfully dissipated this sum. Indeed, he submitted at the AM hearing that the sum of S$660,000.00 was used for the family's expenses and to purchase the Robertson Quay Property in 2007.[19]

29 While the Wife disputed that the sum was used to purchase the Robertson Quay Property,[20] I am satisfied that there has been no failure to account for these moneys on her part, and that no sums have to be notionally added to the pool. I address whether the sale proceeds were used to purchase the

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17 JS2 at p 15, S/N 2; Husband's skeletal written submissions dated 29 April 2019 ("HWS") at para 5.

18 JS2 at p 15, S/N 4; HWS at para 5.

19 NE 9 May 2019 at p 10.

20 NE 9 May 2019 at p 12.

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Robertson Quay Property at [57] when considering the ratio of the parties' direct contributions.

(3) Rental income from the Bukit Timah Property

30 The parties lived in the Bukit Timah Property from 1998 to 2001. In 2002, the Wife and the Children moved into rental accommodation as she discovered that the Husband had an affair. The Bukit Timah Property was rented out from 2004 onwards.[21]

31 The Husband submitted that the 2004–2010 rental income for the Bukit Timah Property (estimated at S$300,000.00) was deposited into the Wife's personal bank account.[22] She deposed that the rental income was used to pay for the household and children's expenses, and that the net rental income generated from 2007 to 2010 amounted to S$235,000.00.[23]

32 Considering the fact that three of the children to the marriage would still have been schooling during the period from 2004 to 2010, S$300,000.00 is a reasonable sum to have been put towards the household expenses over the course of seven years. I accept the Wife's account that the sums would have been used to meet the family's living expenses, and do not add a notional sum representing the rental income to the matrimonial pool.

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21 WS at p 16.

22 JS2 at p 15, S/N 5; HWS at para 5.

23 Wife's 1st AAM at para 22.79; Wife's 3rd AAM at para 3.

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Adverse inferences

33 The law on adverse inferences is well-established. The court must be satisfied that: (a) there is a substratum of evidence which establishes a *prima facie* case against the person against whom the inference is to be drawn; and (b) that person has some particular access to the information he is said to be concealing or withholding: *BPC v BPB and another appeal* [2019] 1 SLR 608 ("*BPC*") at [60]. Both sides submitted that an adverse inference should be drawn against the other party. I address each party's allegations in turn.

(1) Adverse inference against the Husband

34 The Wife submitted that an adverse inference should be drawn against the Husband in light of the following:[24]

(a) The Husband submitted his Singaporean income tax statements but failed to provide equivalent documents for his employment in China. He was also inconsistent as to whether his declared monthly income was S$21,000.00 or S$16,000.00.[25]

(b) The Husband failed to make full disclosure of his assets. The Wife referred to S$587,953.25 in undeclared assets, including the Husband's Singaporean insurance policies, Chinese bank accounts, and Chinese and US investments.[26]

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24 WS at paras 68–78.

25 See Husband's affidavit of assets and means dated 12 March 2018 at para 5(a)(i); Husband's affidavit dated 4 March 2019 at Exhibit A of "SFD-1", S/N 1.

26 See Wife's 2nd AAM at paras 33–34.

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(c) The Husband dissipated S$1.25m from the parties' joint account: see above at [22]–[23]. When asked to account for this sum, the Husband only stated that the net sale proceeds of the Thomson Property were S$500,000.00 after accounting for the moneys put towards repairing and upgrading the Property, and that he invested these net proceeds.[27]

35 In *BPC*, the Court of Appeal agreed that the High Court was justified in drawing an adverse inference against the husband, being that his assets exceeded what had been disclosed in the proceedings: at [63]. The husband there had failed to provide, *inter alia*, the income tax documents for his employment in China; other meaningful information on his income; surrender values for his insurance policies; his CDP statements; and information about his earnings: at [61]–[62].

36 In my view, the facts highlighted by the Wife justify the drawing of an adverse inference against the Husband:[28]

(a) the Husband failed to provide meaningful substantiation of his income in China, despite a request by the Wife that he provide details of his employment;

(b) although the parties ultimately agreed on the amount to attribute to the Husband for his various insurance policies and investment

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27 Husband's 3rd ancillary matters affidavit dated 26 March 2019 ("Husband's 3rd AM Affidavit") at para 12.

28 WS at paras 79–81.

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accounts, he did not produce any supporting documents despite a court order requiring him to do so;[29] and

(c) the Husband failed to properly account for the sale proceeds of the Thomson Property.

37 The Husband argued that he did not have access to all the supporting documentation needed as he has been working in China. I do not accept this explanation. He would have no difficulty as the owner of the insurance policies to get information on their surrender values, and likewise to obtain information on his bank and investment accounts.

38 Accordingly, I find that these facts establish a *prima facie* case that the Husband has failed to make full disclosure of his income and assets, and relate to information that he would have particular access to. An adverse inference should be drawn against him. I agree with the Wife that given the difficulty of estimating the extent of his undisclosed income and assets, it would be more appropriate to give effect to the adverse inference by adjusting the ratio of division in the Wife's favour.[30] I do so below at [68].

(2) Adverse inference against the Wife

39 The Husband submitted that an adverse inference should be drawn against the Wife for her failure to disclose: (a) the five gold bars in her

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29 NE 24 June 2019 at p 6; Wife's 2nd AAM at pp 88, 90; Husband's 3rd AM Affidavit at para 10.

30 WS at para 83.

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possession; and (b) dividends of S$400,000.00 that were issued to her from her family companies in 2014 that were not reflected in her income tax statements.[31]

40 First, dealing with the gold bars, it is unclear from the evidence when they came into the Wife's possession. The minutes of a meeting between the Wife and her siblings dated 8 January 2018 stated that 31 gold bars were to be distributed equally between them.[32] Absent further evidence on these gold bars, I accept the Wife's account that the emphasis on equal division between the siblings indicated that the gold bars were an inheritance from the Wife's father. The gold bars and any interest generated from them would therefore fall outside the matrimonial pool: see s 112(10) of the Women's Charter.

41 Second, as regards the dividends from the family companies, the companies were incorporated by the Wife's father and are controlled by the Wife and her siblings.[33] I accept the Wife's account that any dividends that were due to her were distributed to her siblings to repay the S$1.2m loan that she took from her siblings (through [A] Pte Ltd) to purchase the Robertson Quay Property.[34] This was suggested by the relevant meeting minutes. In any event, the meeting minutes were ambiguous as to the year that dividends were declared and whether dividends were actually issued to the Wife or diverted instead to her siblings.[35]

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31 NE 24 June 2019 at p 8.

32 Husband's 3rd AM Affidavit at p 18.

33 Wife's 2nd AAM at para 21–24.

34 NE 24 June 2019 at pp 8–9.

35 See Husband's 3rd AM Affidavit at pp 11 (para 6), 14.

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42 Accordingly, I decline to draw an adverse inference against the Wife for any alleged failure to fully disclose her income and assets.

Summary of the identity and valuation of the matrimonial assets

43 The total value of the matrimonial pool is S$13,828,002.76, comprising:

(a) the agreed matrimonial pool set out at [18], *viz*, S$13,820,002.76; and

(b) the sum of S$8,000.00 which the Wife accepted should be notionally returned to the pool (at [27]).

Division of the matrimonial assets

44 The parties agreed that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") applied to determine the division of matrimonial assets.[36] This structured approach involves:

(a) expressing as a ratio the parties' direct contributions relative to each other, in relation to their financial contributions towards the acquisition or improvement of the matrimonial assets;

(b) expressing as a second ratio their indirect financial and non-financial contributions relative to each other; and

(c) deriving the parties' overall contributions relative to each other by taking an average of the two ratios above.

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[36] NE 9 May 2019 at p 2.

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Step 1: Direct financial contributions

45 As there was not always evidence of the parties' direct contributions towards the disputed matrimonial assets, I am constrained to use the value of a party's share in an asset as a proxy of his or her direct contribution towards the acquisition of those assets. For consistency, where there is evidence of the parties' direct contributions, I have used the ratio of the direct contributions to apportion the value of that asset between the parties. I then attribute the apportioned values as the parties' respective direct contributions.

46 The parties agreed that the sole owner of the bank accounts and shares should be taken to have made direct contributions towards the full value of those assets.[37] What remained in dispute were the ratios of direct contributions to the Wife's insurance policies, the Bukit Timah Property, the GB Property and the Robertson Quay Property. I deal with each of the disputed assets in turn.

(1) The Wife's insurance policies

47 The Wife submitted that she paid for most of her insurance policies and adduced contemporaneous handwritten summaries of some payments.[38] The Husband accepted that these were contemporaneous records, but observed that they only recorded payments from August 2003 to November 2005.[39] He claimed on affidavit to have made direct contributions of over S$108,000.00 towards her insurance policies but later submitted that his contributions were

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37 NE 9 May 2019 at p 5.

38 Wife's 1st AAM at p 254.

39 NE 9 May 2019 at p 6.

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over S$250,000.00.[40] He acknowledged at the AM hearing that he had no documentary evidence of these contributions.[41]

48 Given the inconsistent positions taken by the Husband and the lack of any evidence on this issue, I do not accept his submission that he contributed to the Wife's insurance policies. I find instead that the parties made full direct contributions to the insurance policies in their respective names.

(2) The Bukit Timah Property

49 The parties accepted that their direct contributions were as reflected in the Wife's written submissions, as updated based on the figures in the Husband's CPF statement. The updated direct contributions were as follows:[42]

S/No	Contribution	Husband's direct contributions (S$)	Wife's direct contributions (S$)
1	CPF moneys (principal)	831,009.13	188,944.66
2	Cash to developers	-	115,200.00
3	Renovation	-	50,000.00
	Total	**831,009.13 (70%)**	**354,144.66 (30%)**
	Apportionment of net value of the Bukit Timah Property	1,778,829.35	762,355.44

40 Husband's affidavit dated 4 March 2019 at Exhibit B of "SFD-1", S/N 1; *cf* HWS at para 5; JS2 at p 15, S/N 3.

41 NE 9 May 2019 at pp 5–6.

42 WS at para 43; NE 9 May 2019 at p 8; Exhibit H1.

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(3) The GB Property

50 The GB Property was purchased in the Husband's name in 1980 for S$379,000.00 using funds from his parents.[43]

51 The Wife submitted that the funds from the Husband's parents were intended as a gift to both parties and that the purchase of the GB Property was funded by a S$100,000.00 loan from her father.[44] She deposed that the Property was purchased with the mutual understanding that it would be the parties' matrimonial home. The intention of the Husband's parents in this regard was manifested by their request that the Husband's sister and her family move out of the GB Property in around 1986. The Husband's parents also intended that the Husband and his two siblings would each have real property in their names. The Property could not be purchased in the parties' joint names in 1980 as they were then unmarried.[45]

52 The Husband disputed that the Property was meant to be a gift to the parties. For one, it was purchased three years before their marriage. While he accepted that the Wife's father made a S$100,000.00 loan to the parties, this loan was not related to the purchase of the GB Property; if so, the Property would have been purchased in the parties' joint names. There was no evidence that the parties contributed towards the upkeep of the Property. Furthermore, the Husband's parents lived in the Property from the time it was purchased, along with the Husband's siblings at various points.[46]

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43 Exhibit W2; NE 9 May 2019 at p 6.

44 Wife's 1st AAM at para 22.3.

45 Wife's 1st AAM at paras 22.5–22.16.

46 NE 9 May 2019 at pp 7–8.

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53 I take guidance from the Court of Appeal's reasoning in *BON and others v BOQ* [2018] 2 SLR 1370 ("*BON*"). In that case, the husband's father had provided S$93,000.00 towards the parties' exercise of the option to purchase the matrimonial property. Notwithstanding the evidence of the husband's father on affidavit that the sum was for the benefit of the husband alone, his intention to benefit the couple jointly was reliably inferred from his objective acts (at [9] and [10]):

> 9 … [H]e acted to provide the sum for the couple to purchase the property in their joint names without taking any additional steps to protect the sum from the wife, through a trust or otherwise.
>
> 10 … It does not follow that just because the wife's parents did not wish to contribute to the purchase that the father must therefore have intended only to benefit his son, the husband. It is equally reasonable to infer that the father had decided to help [the parties] with the purchase of the property for the benefit of both husband and wife which is consistent with their joint registration of the property. On balance, therefore, we uphold the Judge's finding that the sums were intended as gifts to the couple on the basis that it was not against the weight of the evidence.

54 I understood from the above reasoning that it was critical in *BON* that the property in question was purchased in the parties' joint names. In contrast, the GB Property was purchased three years before the marriage and in the Husband's sole name. The Property also appeared to be purchased for the (incidental) benefit of the Husband's parents and siblings: the Wife did not appear to have a say as to who else was to live there. Indeed, she deposed that the Husband had told her that if the purchase of the GB Property proceeded, they would "be sacrificing [their] privacy as newly-weds as [they] would *have to* stay with [the Husband's] parents and his other siblings" [emphasis added].[47]

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47 Wife's 1st AAM at para 22.4.

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There was also insufficient evidence as to the purpose for which the loan of S$100,000.00 from the Wife's father was made.

55 In my view, the evidence supported a finding that the Husband's parents wanted him and his siblings to each own property in their respective names. They contributed to the purchase of the GB Property with the intention that it should be a gift to him solely, and with the understanding that they (and their other children) would also benefit from such contribution. This intention was consistent with the fact that the GB Property was not purchased in the parties' joint names, and by the subsequent use of the GB Property by the Husband's parents and siblings, even though the Husband's use of the Property was prioritised. I accordingly treat the S$379,000.00 used for the purchase of the GB Property as a gift from the Husband's parents to him alone and apportion the full value of the Property of S$5.7m to him.

(4) The Robertson Quay Property

56 The Wife submitted that she made 100% of the direct contributions to the Robertson Quay Property. The Robertson Quay Property was purchased in 2007, completed in 2009 and had a purchase price of S$2,801,900.00. According to the Wife, the moneys used to purchase the Robertson Quay Property were as follows:[48]

S/No	Contribution	Sum (S$)
1	POSB Cheque No -3780	140,095.00
2	POSB Cheque No -3802	420,285.00
3	UOB mortgage loan	1,119,600.00

[48] WS at para 52.

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S/No	Contribution	Sum (S$)
4	Cheque from [A] Pte Ltd	583,818.96
5	Cheque from [A] Pte Ltd	500,000.00
	Sub-total	**2,763,798.96**
	Difference from purchase price	**38,101.04**

The Wife explained these contributions:

(a) Serial No 1: This payment was for the Property's 5% booking fee and was financed through a loan from the Wife's father.[49]

(b) Serial No 2: The Wife received a cheque from [A] Pte Ltd on 7 May 2007 for S$420,285.00. This sum represented the proceeds from the sale of a separate property which the Wife had previously purchased with her father's assistance.[50]

(c) Serial Nos 4 and 5: The cheques from [A] Pte Ltd were part of a S$1.2m loan she took from her family, of which S$300,000.00 has been repaid (see above at [17(b)]).[51]

(d) The difference of S$38,101.04 was funded from her savings, and not from the 2001 sale of the East Coast Property: see [28]–[29] above.[52]

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49 Wife's 2nd AAM at para 12 and p 21.

50 Wife's 2nd AAM at para 12 and p 22.

51 Wife's 2nd AAM at para 12 and p 23.

52 WS at para 53.

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57 The Husband accepted that the Wife's direct contributions towards the Robertson Quay Property was S$1,061,232.40, comprising:[53]

(a) the S$140,095.00 booking fee (referenced at [56(a)]);

(b) the Wife's repayment of S$300,000 of the S$1.2m loan from her family (referenced at [56(c)]); and

(c) the Wife's repayment of the UOB mortgage loan in the sum of S$621,137.40.

58 Two alleged contributions were disputed between the parties.

59 First, the Wife claimed that she received an additional gift of S$500,000.00 from her father that she put towards the purchase of the Robertson Quay Property. Reference to this sum was only made in JS2 and in the Wife's oral submissions, but not in her written submissions.[54] The Wife appeared to accept later in the AM hearing that there was no documentary evidence to show that a gift had been made to her from her father, and did not include the S$500,000.00 as a direct contribution from her.[55] Given the lack of documentary evidence on this issue, I will not consider this alleged contribution any further.

60 Second, the Husband claimed to have contributed S$100,000.00 towards the Robertson Quay Property, this sum being his share of the sale proceeds of the East Coast Property after accounting for the Wife's use of the proceeds for the benefit of the family. The Wife disagreed, arguing that the full sale proceeds

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53 NE 9 May 2019 at p 10; WS at paras 42, 52.

54 See JS2 at p 20; NE 9 May 2019 at p 3; *cf* WS at paras 42, 52.

55 NE 9 May 2019 at p 10.

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of the East Coast Property (amounting to S$660,000.00) were used for the family's expenses: specifically, to rent an apartment for her and the Children from 2001 to 2003, and to pay for their living expenses, the Children's education and a car.[56] I find that there is insufficient basis for the Husband to earmark S$100,000.00 of the East Coast Property's sale proceeds and to claim that this sum was used to purchase the Robertson Quay Property. As the Wife argued, the sale of the East Coast Property and the purchase of the Robertson Quay Property were not so closely proximate that it could be reasonably inferred that the sale proceeds of the former were used to purchase the latter. I am also satisfied that the Wife has largely accounted for the moneys used to purchase the Robertson Quay Property, and that it is more likely than not that her account is accurate.

61 Taking a broad brush approach and keeping in mind that the Robertson Quay Property was purchased in the Wife's sole name, I find that she made 100% of the direct contributions towards the Robertson Quay Property.

Summary of the parties' direct financial contributions

62 The ratio of direct financial contributions is 71:29 between the Husband and the Wife, based on their respective direct contributions as set out below:

S/No	Asset / Liability	Husband's direct contributions (S$)	Wife's direct contributions (S$)
1	Bukit Timah Property	1,778,829.35	762,355.44
2	Assets in the Wife's sole name (including the Robertson Quay Property	-	3,279,082.71

[56] WS at para 49; Wife's 3rd AAM at para 8.

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S/No	Asset / Liability	Husband's direct contributions (S$)	Wife's direct contributions (S$)
	and S$8000.00 to be nominally returned to the pool)		
3	Assets in the Husband's sole name (including the GB Property)	8,007,735.26	-
	Total direct contributions to the matrimonial pool	**9,786,564.61 (71%)**	**4,041,438.15 (29%)**

Step 2: Indirect contributions

63 The Husband submitted that the ratio of indirect contributions between him and the Wife was 40:60. He has been paying for the youngest Child's university fees overseas and has shared equal parenting responsibilities in raising the Children, bringing them on multiple overseas holidays, helping with their schoolwork and fetching them to school and other enrichment programs. However, he acknowledged that his contributions towards their education was limited by his frequent travelling.[57] He stated on affidavit that the Wife contributed more towards the family needs of the Children and sacrificed her personal career in the process, but highlighted that she receives a monthly allowance of around S$1,200.00 from their three elder Children.[58]

64 On the Wife's part, she submitted she paid for the household expenses and the Children's pre-university educational expenses. She also worked during

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57 JS2 at p 17, S/N 3; NE 9 May 2019 at p 13.

58 Husband's 3rd AM Affidavit at para 6.

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the marriage and had to juggle the Children's day-to-day needs and managing the household. The Husband was often absent as he had to travel overseas for work. He also had multiple affairs during the marriage. Her homemaking and parenting contributions supported the Husband's successful career. She emphasised that her position was not that the Husband did not contribute at all to the marriage but that the ratio of indirect contributions should be 30:70 between the Husband and her.[59]

65 The parties were generally agreed that the Wife made greater indirect contributions to the marriage. I find that she made significant personal sacrifices for the marriage and the family throughout the 35-year marriage, and dedicated herself to raising the Children and managing the household especially when the Husband was travelling for work or was otherwise absent. At the same time, the Husband did contribute to some expenses and was present for the Children. Taking a broad brush approach in this assessment, I find that a ratio of 30:70 between the Husband and the Wife is fair and equitable.

Step 3: Average ratio

66 The average ratio of the direct and indirect contributions between the Husband and the Wife is 50.5:49.5:

	Husband (%)	**Wife (%)**
Direct contributions	71	29
Indirect contributions	30	70
Average ratio	50.5	49.5

[59] WS at paras 58–66.

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67 In *ANJ* at [27], the Court of Appeal held that the average ratio may be shifted to take into account, *inter alia*, the length of the marriage, the size of the matrimonial assets and its constituents, and the extent and nature of the indirect contributions. As regards the final factor, the Court of Appeal observed:

> … The courts also tend to give weighty consideration to homemakers who have painstakingly raised children to adulthood, especially where such efforts have entailed significant career sacrifices on their part.

68 I take into account that the marriage was long, the manner in which the Wife prioritised the Children over her career, and the adverse inference drawn against the Husband for his failure to make full disclosure of his income and assets (see above at [37]). This is a case where it would be appropriate to adjust the average ratio. In so doing, I take into account the High Court's observations in *UBM v UBN* [2017] 4 SLR 921 at [25]–[27] and [32] that the court is not bound to adjust the average ratio only by according different weightages to the direct and indirect contributions. In the circumstances, I adjust the average ratio for the Wife, and shift the ratio of her share from 49.5% to 53%. The final distribution ratio is therefore 47:53 between the Husband and the Wife.

Apportionment of the matrimonial assets

69 The total value of the matrimonial pool is S$13,828,002.76 (see [43] above). Applying a distribution ratio of 47:53, the respective shares of the matrimonial pool of the Husband and the Wife translate to S$6,6,499,161.30 and S$7,328,841.46. After deducting the assets held by the Wife, S$4,049,758.75 remains payable to her (being S$7,328,841.46 – S$3,279,082.71). I set a timeframe of six months for the Husband to make the necessary transfers, which is to take into consideration how the Bukit Timah Property will be dealt with and accounted for. I also grant liberty to apply within

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the six months of this judgment should further directions be required on the apportionment of the matrimonial assets.

Maintenance for the youngest Child

70 The youngest Child is 21 years old this year and is pursuing her university education overseas. My jurisdiction to order maintenance in relation to her university expenses would fall under s 69(5)(*c*) of the Women's Charter. This subsection provides that the court shall not order a parent to make payment towards the maintenance of his or her child if the child has attained the age of 21, unless the court is satisfied that the child is or will be receiving further education.

71 The Wife submitted that she was willing to pay for 25% of the overall costs of the youngest Child's overseas education.[60] The Husband did not make submissions on this issue, but appears happy to financially support the Child's university fees in similar proportions as that submitted by the Wife.[61] I order that both parties are to contribute to their youngest Child's university expenses, but leave it to them to agree on the amounts of such maintenance. I grant parties liberty to apply in the event there is no agreement.

Maintenance for the Wife

72 The Wife sought a lump sum maintenance of S$270,000.00, based on a multiplicand of S$1,500.00 and a multiplier of 15 years.[62] The Husband objected to an order of maintenance for the Wife, and argued that the Wife is in a better

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60 NE 24 June 2019 at p 6.

61 JS2 at p 4, S/N 2.

62 WS at para 88.

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financial position than him and can rely both on the dividends from her family companies and on the returns from her gold bars to maintain herself.[63]

73 I agree with the Husband that it would be relevant to consider the Wife's financial resources in determining whether maintenance should be ordered and in what quantum: s 114(1)(*a*) of the Women's Charter; *AVM v AWH* [2015] 4 SLR 1274 ("*AVM*") at [91]–[98]. In *AVM*, the High Court declined to award the wife substantial maintenance as the husband, who was an undischarged bankrupt, did not appear to have the capacity to pay maintenance. Furthermore, the wife had shown herself both during and after the marriage to be a resourceful businesswoman who had achieved economic independence for herself.

74 In the present case, I accept the Wife's explanation that she cannot rely on dividends from her family company to support herself, as these dividends are to be put towards repaying her debt to her family for financing the Robertson Quay Property. However, she has received a substantial share of the matrimonial assets and would have income, including the rental from the Robertson Quay Property, sufficient for her maintenance if she manages the assets properly. She also enjoys the financial support of her three adult Children. The Husband himself is closely approaching retirement age. In fact, he has already retired once and is working on a contract basis. Moreover, some of his assets will have to be transferred to the Wife to give effect to the division order. Given the circumstances, I do not think that maintenance for the Wife should be awarded.

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63 NE 24 June 2019 at pp 6–8.

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Conclusion

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

(a) The matrimonial assets are to be distributed in the proportions of 47:53 between the Husband and the Wife, with the Husband to transfer S$4,049,758.75 to the Wife within six months from the date of this judgment.

(b) The parties are to maintain their youngest Child and are to share the costs of her university expenses. No order is made as to the proportions of such maintenance.

(c) No maintenance is ordered for the Wife.

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

Tan Puay Boon
Judicial Commissioner

Lee Ming Hui Kelvin and Ong Xin Ying Samantha (Wnlex LLC) for the plaintiff;
Yeo Kan Kiang Roy (Sterling Law Corporation) for the defendant.

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