IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2021] SGHCF 29

Divorce (Transferred) No 3338 of 2018 and Registrar's Appeal No 4 of 2020

Between

CLT

… *Plaintiff*

And

CLS

… *Defendant*

GROUNDS OF DECISION

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

CLT
v
CLS and another matter

[2021] SGHCF 29

General Division of the High Court (Family Division) — Divorce (Transferred) No 3338 of 2018 and Registrar's Appeal No 4 of 2020
Debbie Ong J
15, 18 March, 24 May 2021

13 August 2021

Debbie Ong J:

Introduction

1 These are the grounds of my decision on the "Ancillary Matters" following the divorce of the parties in this case. The main area of dispute concerned the division of matrimonial assets falling under s 112 of the Women's Charter (Cap 353, 2009 Rev Ed) (the "Women's Charter"). The issues raised include how an inter-spousal gift during marriage ought to be treated, and how to characterise shares existing at the time of divorce in light of claims that they could be traced to shares gifted before marriage.

Facts

2 The plaintiff (the "Wife") and the defendant (the "Husband") were married on 17 September 2001. The Interim Judgment of Divorce ("IJ") was

granted on 26 February 2019. The ancillary matters (the "AM") were initially fixed for hearing on 30 November 2020. That hearing was adjourned as the lead counsel for the Husband had a medical certificate stating that he was unfit for work and to attend court for 5 days. The AM hearings were re-fixed and heard over two mornings on 15 and 18 March 2021.

3 This was a marriage that lasted about 17 years. The parties have one child, [Q], who will be 19 years old in 2021. The Husband has another daughter [R], aged 22, from a previous relationship; [R] has lived in the parties' household during the marriage since 2005. The Wife is 49 years old and a homemaker who receives about $13,000 per month from rent and investments. The Husband is 68 years old and a retired businessman who earns about $233,530 per year, inclusive of rental income.

4 I highlighted to both parties' counsel that the joint summary of relevant information ("Joint Summary") that the parties had jointly submitted is a key document which I would use as a summary of their latest submissions on their respective positions. I made it clear that the positions stated therein would represent their *final* positions which will be relied on in coming to my decision. In view of some changes to the parties' positions reflected in the respective written submissions, the Joint Summary dated 20 November 2020 was updated at the AM hearing.

Custody, care and control and access

5 The custody, care and control and access of Q were not issues before this court. Pursuant to the Consent Order dated 5 July 2019, the parties have joint custody over Q, with the Wife having sole care and control. The Husband has reasonable access which is arranged directly with Q.

Division of assets

6 As a general position, all matrimonial assets and liabilities should be identified at the time of the IJ and valued at the time of the AM hearing. It is noted that the balances in bank and Central Provident Fund ("CPF") accounts are to be taken at the time of the IJ, as the matrimonial assets are the moneys and not the bank and CPF accounts themselves. Thus, in general, available values as close to the AM hearing date as possible will be used. Nevertheless, where parties have specifically agreed to use a value for the asset or liability as at a different date, I will adopt that value instead. The parties agreed that, in general, the date for ascertaining the pool of assets is the IJ date and the date for valuing those assets is the date of the AM hearing (or a date closest to it).

7 In the present case, the parties agreed on the values of all assets as listed in the Joint Summary save for the two cars, SKE XX18 P and SCM XX83 S. The parties agreed to the exchange rate of SGD1: RMB4.96. Where "$" is used on its own, it refers to the Singapore dollar. I have used only whole dollar values in assigning values; the values in cents are dropped as they are *de minimis* in light of the large total value of the assets.

8 The main dispute was over the Husband's shares in two companies, [LB] and [J], which the Husband claimed are pre-marital gifts and hence should be excluded from the pool of matrimonial assets. The Wife claimed that these assets should be included in the pool of matrimonial assets.

The pool of matrimonial assets and liabilities

Undisputed matrimonial assets and liabilities

9 The parties agreed on the following matrimonial assets and liabilities, as well as their values, as tabulated:

S/N	Manner of Holding	Asset	Net Value / $
1.	Joint Names	Raffles Town Club membership	8,250
1.	Husband's Name	[Property M]	23,000,000
2.		[Property R2]	2,940,000
3.		SGX Shares	598,769
4.		Insurance	144,075
5.		UBS Insurance	1,651,517
6.		DBS Bank Account	1,296,768
7.		CPF Moneys	199,904
1.	Wife's Name	[Property B]	8,500,000
2.		Fujian Province Shophouses	114,062
3.		UOB Account No 118-XXX-XXX-X	37,182
4.		UOB Account No 357-XXX-XXX-X	130,959
5.		UOB Account No 633000XXXX	20,302
6.		China Industrial Bank Account (Fuzhou, Fujian)	410

S/N	Manner of Holding	Asset	Net Value / $
7.		Investments (Bonds, Multiclass Investments, Shares)	-60,245
8.		CPF	230
9.		Alipay	40
10.		WeChat	531
11.		Insurance	43,497
12.		Diamond ring (3.06)	35,000
13.		Diamond earring (2.01 + 2.00)	30,000
14.		Diamond ring (5.15)	183,000
15.		Jade band	3,000
16.		Jade bangle	5,000
17.		Jade ring	12,000
18.		Cartier watch	210,000
19.		Cartier watch	15,000
20.		Chopard watch	10,000
21.		Diamond pendant with chain	5,000
22.		Gold cow	11,700
23.		Gold rope chain	5,400
24.		Gold pendant with chain	6,360
25.		Gold bracelet	4,300
26.		Gold bangle	1,035

S/N	Manner of Holding	Asset	Net Value / $
27.		Gold coin	1,500
28.		Gold bar	3,000
29.		Gold bar	6,000
30.		Jade ring	1,000
31.		Diamond pendant with chain	5,000
32.		Hermes Birkin	45,000
33.		Hermes	10,000
34.		Pearl	15,000
Total Net Value of Undisputed Matrimonial Assets			39,249,546

10 In respect of the Raffles Town Club membership, the Husband's estimated value as reflected in the Joint Summary is "$8k to $8.5k". At the AM hearing, both parties were agreeable to taking its value at $8,250, representing the mid-point between the range of values which the Husband had suggested. Hence by the parties' agreement, the value of $8,250 is used in the table above. In any case, this is a relatively small sum in light of the total pool of matrimonial assets.

11 In respect of the valuation of all the parties' properties (*ie,* properties at [Property M], [Property R1], [Property R2], and [Property B]), I adopt the values agreed upon by both parties in the Joint Summary. These values ($23,000,000; $2,920,000; $2,940,000; and $8,500,000) were obtained in July

2019 from Colliers, which was jointly appointed by parties, and agreed to by counsel for the parties at the AM hearing.

12 As for Property R1 which is valued at $2,920,000, I found that this property is a matrimonial asset even though the property was purchased by the Husband in May 1994 prior to the marriage. At the AM hearing, counsel for the Husband confirmed that the mortgage was paid off in full in 2004 (after the marriage). It was hence not disputed that at least part of the property was paid for during the marriage. It was also not disputed that the parties used this property for shelter during the course of the marriage for a substantial period of about five years during their 17-year marriage. As such, this is a matrimonial asset within the meaning of s 112(10)(*a*)(i) of the Women's Charter.

Disputed matrimonial assets

13 The parties disputed the status (whether a matrimonial or non-matrimonial asset) or the valuation of some assets which I address here.

(A) VEHICLES SKE XX18 P AND SCM XX83 S

14 The Husband owns two Porsche cars in his name, referred to by their registration numbers here – SKE XX18 P and SCM XX83 S. The parties agreed that the cars are matrimonial assets. However, they disagreed on the valuation of the cars.

15 The Wife submitted that the value of both vehicles is $120,000 each. According to the Wife, these values are based off "ads of cars of a similar make and model on a resale website. These showed that the value of the cars was between $120,000 to 130,000." She also appreciated that the range of prices are the *advertised* price and the cars might hence "not be sold at the listed price".

Taking this into account, the Wife relied on the "lower range of these values". At the AM hearing, counsel for the Wife also clarified that the Husband's valuation was not based "on the scrap value of the car" but nevertheless maintained that the Husband's valuation was inaccurate.

16 The Husband submitted that the value of SKE XX18 P should be $109,052 while the value of SCM XX83 S is $73,000. According to the Husband, these values are based on the "Open Market Value" ("OMV") stated in the Land Transport Authority ("LTA") Vehicle Enquiry results. He also submitted that, for SCM XX83 S, the Husband's Cayenne model is "much older" than the one that the Wife referred to in the advertisement.

17 The LTA does not maintain a registry of market prices for vehicles. It is apparent that the OMV is defined as the price payable when a vehicle is imported into Singapore, which includes purchase price, freight, insurance and all other charges incidental to the sale and delivery of the car to Singapore. Hence LTA's OMV does not reflect the market sale value of the cars in Singapore. In any case, the OMV for SKE XX18 P of $109,052 was for January 2012 and the OMV for SCM XX83 S of $73,200 was for May 2004.

18 On the evidence before me, I accepted that the Wife's estimates are *generally* more reflective of the true market value of the cars in Singapore but I did not take the Wife's valuations at their face values. It was not disputed that price listings on sgCarMart are nevertheless not the most reflective of the cars' true market value since advertisements tend to be higher than the market value. I thought that a discount should be applied to account for this. I applied a 10% discount for SKE XX18 P and thought that $108,000 would be a fair estimate for the Husband's Porsche Panamera. I was mindful that the Husband's SCM XX83 S is older than those in the advertisements on sgCarMart and accordingly

apply a 20% discount. I found that $96,000 would be a fair estimate for the Husband's Porsche Cayenne. I included SKE XX18 P and SCM XX83 S at the respective values of $108,000 and $96,000 into the pool of matrimonial assets.

(B) [LB] SHARES

19 An issue raised by the parties with respect to the [LB] and [J] shares ([J] shares are discussed in the next section) was whether the Husband's *original* shares in these companies are pre-marital *gifts* or simply pre-marital assets acquired before the marriage. The Husband contended that all of his initial shares were gifts from his father who set up [LB] in 1974. The Wife contended that the Husband "ha[d] not provided an iota of proof to show how these were gifts from his Father/Brother and the Husband's claims on these fronts must be rejected." In my view, regardless of whether the shares are pre-marital gifts or assets acquired by effort before marriage, such original shares were *prima facie* excluded from the pool of matrimonial assets. The significance of whether a pre-marital asset is also a *gift* lay with the applicable formula for the transformation of such assets in s 112(10) of the Women's Charter. In the present case, since it was not disputed that the *original shares* were *not* substantially improved by the Wife or ordinarily used or enjoyed by the family for shelter (or as a matrimonial home), transportation, household, education, recreational, social or aesthetic purposes (see s 112(10)(*a*)(i) and (ii)), whether they were acquired by effort or by gift was not relevant. The Husband's *original* shares, being pre-marriage assets, were *prima facie* excluded from the pool of matrimonial assets. The Wife's basis for including some of the Husband's *current* shares into the pool did *not* rely on the *transformation* of the *original* shares; her case was that they were *acquired during* marriage.

20 The more pertinent issue and indeed the main difficulty in respect of the Husband's shareholdings in the two companies was the *connection* between the Husband's *current* shares and the shares that he *acquired prior* to the marriage (regardless of whether the acquisition was by effort or gift). In *USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*"), the Court of Appeal held at [31]–[32] that:

> … When a marriage is dissolved, in general all the parties' assets will be treated as matrimonial assets unless a party is able to prove that any particular asset was either not acquired during the marriage or was acquired through gift or inheritance and is therefore not a matrimonial asset. *The party who asserts that an asset is not a matrimonial asset or that only a part of its value should be included in the pool bears the burden of proving this on the balance of probabilities.* This rule obviates many difficulties that may arise in the court's fact-finding exercise and is consistent with the general approach to legal burdens in civil matters.
>
> Conversely, we might add, where an asset is *prima facie not a matrimonial asset, the burden would lie on the party asserting that it is a matrimonial asset to show how it was transformed.* For example, in our recent decision in *TQU v TQT* [2020] SGCA 8, it was undisputed that a property at Pender Court was a gift from the husband's father to the husband prior to the marriage (at [50]). The burden then fell on the wife to produce evidence that the property had been used as a matrimonial home and had therefore been transformed into a matrimonial asset, or that she had made substantial improvements to the property during the marriage (at [55]).
>
> [emphasis added]

21 Similarly, Judith Prakash J (as she then was) made similar remarks in *Ang Teng Siong v Lee Su Min* [2000] 1 SLR(R) 908 at [11]:

> … Now, therefore, if one party receives a gift during the marriage from a third party that gift cannot be divided as a matrimonial asset upon divorce unless it is the matrimonial home or has been improved by the other party or both. The *owner of the gifted asset would have to show that it originated from the generosity of a third party in order to prevent it from being divided upon divorce.* For the time being it appears that the matrimonial partnership stops short of extending to gifts received by either party.

[emphasis added]

22 In the present case, it was not disputed that the Husband had acquired some shares in [LB] and [J] prior to the marriage. Similarly, it was not disputed that the Husband's shareholding in the two companies had changed during the marriage. It was also not disputed that the Wife did not substantially improve these shares. The main difficulty was whether the shares *transferred during marriage* to the Husband are *traceable* to the original pre-marital shares (which are *prima facie* not matrimonial assets). The burden of proving that the shares in the two companies currently held by the Husband are *traceable* to the *original shares* acquired by him prior to the marriage (such that the *current* shares are to be excluded from the pool) fell on the Husband.

23 It was not disputed that the Husband's 250,000 shares in [LB] are worth $8,147,783. There was also no dispute that the Husband's *original* shareholding in [LB] was only in respect of 223,400 shares acquired before marriage. The Wife's position was that at least 26,600 new shares were acquired during the marriage. Nevertheless, the Husband submitted that all of his *current* 250,000 shares should be excluded from the pool of matrimonial assets on the basis that these were pre-marital gifts from his father. According to the Husband, he did not acquire any new shares as he "never paid any consideration for these shares" acquired between 2003 and 2007 during the marriage. They were shares transferred from his brother's wife and the brother's daughter. The Husband submitted that "notwithstanding the transfers that were carried between 2003 and 2007, at the end of the exercise, the number of shares *held by the two brothers ... always totalled to 500,000*" [emphasis added]. As such, the "transfers between the family members were always a paper exercise. There were [*sic*] no increase in the number of shares. The number of shares held *by*

the brothers after the exercise was the same as when *they* were *first given the shares prior to the Husband's marriage*" [emphasis added].

24 From the foregoing, I gathered that the Husband's case is that all of his *current* 250,000 shares are pre-marital assets since the additional 26,600 shares (representing the increase from 223,400 shares prior to the marriage to 250,000 shares he currently holds) came from a *collective pool* of 500,000 shares in [LB] which he shared with his brother. I thought his argument is that since all of the 500,000 shares were acquired by the Husband and his brother prior to the marriage, all of the 500,000 shares (of which he holds 50% currently) are necessarily non-matrimonial assets.

25 On the Husband's own evidence of the share transfer forms, I noted that the *Husband himself* had acquired 175,000 shares in [LB] in 2007, during the marriage.

26 Even if it was accepted that the *total* shareholding of the Husband and his brother remained constant at 500,000 shares, I could not see how this resulted in attributing *all* of the Husband's *current* 250,000 shares to his *original* 223,400 pre-marriage shares. In attempting to avoid confronting the issue, it was the Husband's case that he "never paid any consideration for these shares" and such transfers were merely "a paper exercise" due to a "tax planning exercise".

27 The transactions in respect of the [LB] shares are as follows:

(a) sale of 60,900 shares: from the Husband to the Husband's brother's daughter on 11 April 2003;

(b) sale of 87,500 shares: from the Husband to the Wife on 11 April 2003;

(c) purchase of 29,160 shares: by the Husband from the Husband's brother's wife on 15 February 2007;

(d) purchase of 29,170 shares: by the Husband from the Husband's brother's other daughter on 15 February 2007;

(e) purchase of 29,170 shares: by the Husband from the Husband's brother's wife on 15 February 2007; and

(f) purchase of 87,500 shares: by the Husband from the Wife on 15 February 2007.

I noted that in all of the signed share transfer forms of the transactions listed above, the relevant parties declared that a "consideration" for ordinary shares in [LB] of $1 per share was paid by the purchaser to the seller.

28 As highlighted by the Wife, there were "proper share transfer forms, and payments were made to IRAS. [She] understand[s] that this meant that parties have represented to the authorities that these were arm-length transactions with monies being paid for the shares. These were for all intents and purposes shares transfers with proper consideration paid for the same". The Wife also cautioned that the affidavit made by the Husband's "staff member" in respect of the tax planning exercise was "not an expert opinion as he is not an objective witness, and is more of a factual witness".

29 I agreed that there was an inconsistency between the evidence submitted by the Husband and the Husband's submission that no consideration was paid for the shares acquired by him in 2007. This inconsistency resulted in a

significant dilemma: either all of the respective parties to the share transfers had falsely declared that consideration was paid in respect of the share transfers to aid the Husband in respect of tax liabilities, or consideration had been paid such that title and ownership passed upon the Husband's sales in 2003 and his purchases in 2007 respectively. In essence, the Husband's case that all of his *current* 250,000 shares are pre-marital gifts relied on the *fundamental premise* that the share transfers in 2003 and 2007 were merely "paper transfers" for "tax planning" purposes (*ie*, pursuant to some arrangement in avoiding or even evading some taxes which would otherwise be liable to be paid) and nothing more. This inconsistency was of concern – one cannot blow hot and cold – either the shares were properly transferred with title passing, or they were not and were part of a questionable scheme not to pay taxes.

30 The Wife submitted that 175,000 of the Husband's shares should be included in the pool of matrimonial assets as they were acquired during the marriage on 15 February 2007. Her position was thus that *those 175,000* shares (*ie*, 70% of the Husband's shares in [LB]) are matrimonial assets. The value of such 70% amounts to about $5,703,448. To be clear, the Wife accepted that 75,000 of the Husband's current 250,000 shares are not matrimonial assets.

31 Without more, as both parties were relying on the respective share transfer forms and certificates of stamp duty, I accepted these objective documentary evidence as reflecting what transpired. It was stated in the transfer documents that consideration was paid. Thus, as consideration was paid to the Husband for the sale of his *original* pre-marital shares in 2003, he had divested himself of any interest in those shares. Similarly, as declared, consideration was paid by the Husband for the purchase of some 175,000 shares in 2007, and these were shares acquired during the marriage. I included the 175,000 shares valued at about $5,703,448 in the pool of matrimonial assets.

(C) [J] SHARES

32 According to the Husband, [J] was a company set up by his father in 1972. The Husband has been one of the directors, and had acquired 191,600 shares prior to the marriage and currently holds 50,000 shares. The Husband originally submitted that "no new shares were acquired during the marriage and whatever shares the Husband holds now were clearly in existent [*sic*] prior to the marriage". It was later explained that the transactions in respect of the [J] shares are as follows, resulting in the Husband having 50,000 shares currently:

(a) sale of 60,014 shares: from the Husband to the Husband's brother's daughter in 2003;

(b) sale of 87,500 shares: from the Husband to the Wife in 2003;

(c) purchase of 87,500 shares: from the Wife to the Husband in 2005;

(d) purchase of 29,160 shares: from the Husband's brother's wife to the Husband in 2007;

(e) purchase of 29,170 shares: from the Husband's brother's daughter to the Husband in 2007;

(f) purchase of 29,170 shares: by the Husband from the Husband's brother's other daughter in 2007;

(g) sale of 175,000 shares: from the Husband to [B] Corporation Bhd in 2010; and

(h) sale of 25,000 shares: from the Husband to [BB] International in 2013.

I noted that unlike the transfers of the [LB] shares, no share certificates were provided by the Husband for the transfers of [D] shares. Through the affidavit of one Mr Fok, an accountant employed by [LB] and [J], however, the Husband tendered the Register of Members and Share Ledger, as well as the Register of Transfers, which stated the dates of such transactions and how much consideration was paid in each of the transactions. From what was stated in these documents, the consideration paid was also $1.00 per share.

33 According to the Wife, the Husband must have acquired at least 58,400 [J] shares (representing the difference between 250,000 shares which the Husband held as of 31 March 2008 and the 191,600 shares held prior to the marriage). Her position was that the "entirety of the Husband's current shareholding in [J] is a matrimonial asset". This was because "the Husband's pre-marital shares in [J] Pte Ltd had all been sold and used primarily to pay for the mortgage loan of the current matrimonial home" and the "current shareholding of 50,000 shares is less than the 58,400 shares that were obtained by the Husband marriage".

34 The Wife stated, and the Husband did not dispute, that in March 2008, the Husband had 250,000 shares in [J]. According to the Husband, he "sold part of his shares in [J] back in 2011, and ploughed the monies into the family and utilized the proceeds of $11.5 million towards redemption of the mortgage of [M] Drive". The Husband's initial case was that he "already held 191,600 shares" and "now holds 50,000 shares in the company. … therefore no new shares were acquired during the marriage and whatever shares the Husband holds now were already in existent [*sic*] prior to the marriage". The Husband subsequently explained that "between 2003 and 2007, [J] similarly underwent a tax planning exercise (similar to [LB]) and as such, the transfers of shares were between family members and without consideration". As such, "any additional

shares the Husband received are not shares that are newly acquired by him but were gifts from the various family members as part of tax planning exercise". The Husband disagreed with the Wife that the 250,000 shares should be considered "as the bulk of the 250,000 shares were sold off in 2010".

35 It was not disputed that the "bulk of the 250,000 shares were sold off in 2010" (*ie*, 200,000 of the 250,000 shares were sold off). The disagreement was whether the 175,000 shares purchased by the Husband in 2005 and 2007 (*ie*, during the marriage) are matrimonial assets.

36 As with the [LB] shares, the difficulty here was that the Husband's case was inconsistent. The Husband's case that "no new shares were acquired during the marriage" since they were "gifts from the various family members as part of tax planning exercise" was contradicted by the documentary evidence tendered before this court. The Register of Transfers showed that consideration was paid in respect of each of the transfers between the respective parties. I also did not think that the Husband's argument that "between 2001 until 2010, despite the transfers between the family members, the number of shares always totalled 500,000" helped to support his assertion that he did not acquire *any* additional shares during the marriage. The difficulties with his argument have been addressed at [25]–[26].

37 Having found that the Husband acquired 175,000 shares *during* the marriage (which are hence *prima facie* matrimonial assets), I turned to consider whether the Husband's *current* 50,000 shares are traceable to the Husband's *original* pre-marital 191,600 shares such that they should be excluded from the pool of matrimonial assets. I accepted that the Husband had 222,514 shares prior to the marriage, as stated in the Husband's later rebuttal submissions (and not 191,600 as initially submitted by him). This was supported by the Register of

Members and Share Ledger tendered in Mr Fok's affidavit. In 2003, the Husband sold 147,514 shares, leaving him with 75,000 *pre-marital* shares. In 2005 and 2007, the Husband purchased a total of 175,000 shares *during* the marriage. Such shares acquired during marriage are matrimonial assets under s 112(10) of the Women's Charter. Given that the Husband had acquired 175,000 [J] shares *during* marriage and held 50,000 [J] shares at the *time of divorce*, he should prove that the latter 50,000 shares are the shares acquired prior to the marriage and not those acquired during marriage. On the evidence and submissions, I did not think that the Husband discharged his burden of proving that his *current* 50,000 shares are traceable to his *original 75,000 shares* which retained their character as *pre-marital* assets. Hence, I included the Husband's 50,000 shares in [J] valued at $5,408,937 in the pool of matrimonial assets.

Dissipation of assets

38 The Wife submitted that the Husband has wrongfully dissipated assets. She alleged that the following transfers were made by the Husband:

(a) to the Husband's mistress:

(i) $262,097 representing the value of the house some time during the marriage (which the Husband contended there was "no evidence");

(ii) $40,323 for course fees at some time during the marriage (which the Husband contended there was "no evidence");

(iii) $20,161 sometime in February 2018 (which the Husband contended was a "loan");

(b) to the Husband's brother-in-law:

(i) $18,000 on 3 January 2017 (which the Husband contended was a "gift");

(ii) $18,000 on 16 January 2017 (which the Husband contended was to "pay for brother in law's expenses"); and

(c) $400,000 to the Husband's former partner (the mother of [R]) (which the Husband contended was a "gift") on 21 October 2016.

39 The Court of Appeal in *UZN v UZM* [2021] 1 SLR 426 ("*UZN*") at [68] explained that where "there are indeed sums expended or given away especially nearer to the time when divorce is imminent it may be possible to view such acts as wrongful dissipation carried out with the intention of depleting the matrimonial pool" and whether there is such wrongful dissipation of assets "depends on the evidence and facts of the particular case". Further, the court affirmed that substantial sums expended when divorce is imminent must be returned to the pool, referencing this as the "*TNL dicta*" (see *UZN* at [62]–[65]).

40 As a reference point, the divorce writ was filed on 18 July 2018 by the Wife. The previous two divorce proceedings were discontinued on 20 October 2012 and 2 January 2018 respectively. Thus, I considered the period when divorce is *imminent* to be *sometime after the Wife had discontinued* the previous divorce proceeding but before 18 July 2018. For context, the Wife found the Husband in "highly compromising circumstances" on 4 June 2018 with his mistress.

41 From the Husband's submissions, it can be seen that the Husband only contends that the allegations of transfers of $262,097 and $40,323 were without evidence. The Wife, in turn, relied on certain emails in support of her contentions. I noted that the emails are dated March to May 2018. Having

looked at the communications between the Husband and his mistress and noting that the email conversations were dated rather far apart in time, I did not think there is sufficient evidence to conclude that the Husband had in fact transferred the respective amounts as alleged by the Wife. With respect to the course fees for the Cordon Bleu cooking class, there was no reply from the Husband indicating that he had transferred the said sum. As for the "shell and core" house referred to by the third party, there is similarly no evidence that the Husband transferred $262,097 to pay for this house.

42 With respect to the other transfers, which the Husband accepted that he did in fact make, I noted that the transfers were made *before* divorce was imminent and do not fall within the *TNL dicta*. On the evidence, I did not think that the respective transfers were made by the Husband intentionally to deplete the pool of matrimonial assets. It is possible that the Husband may have made the various gifts and loan on account of his generosity to such third parties, which is distinct from an intention to deplete the pool of matrimonial assets.

43 Thus, on the evidence, I did not find any alleged dissipation which ought to be taken into account in this division exercise.

Submissions on the Husband's gifts to the Wife

44 The Wife submitted that the Husband should be estopped from claiming a share in the property at [B] Road ("Property B") as it was a gift by the Husband to her as part of their settlement to withdraw the divorce suit in 2012. I briefly summarised the applicable principles concerning gifts given by one spouse to the other spouse which do not originate from a third-party gift or inheritance (*ie*, "pure inter-spousal gifts"). In *Tan Hwee Lee v Tan Cheng Guan and another appeal* [2012] 4 SLR 785 ("*Tan Hwee Lee")* at [30], the Court of Appeal affirmed its decision in *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405

("*Wan Lai Cheng*") that, as a general position, "interspousal gifts of assets which do not originate from a third-party gift or inheritance … are not "gifts" for the purposes of s 112(10) of the [Women's Charter], and therefore constitute matrimonial assets for division". However, the *nature and context* of the gift could be taken into consideration when the court decides on a "just and equitable division" between the parties (*Tan Hwee Lee* at [39]). The court said (at [41]):

> … In situations when it would be *clearly inequitable* for a donor spouse to be awarded a substantial share in the asset constituting the inter-spousal gift (or in the form of other assets), the court can take such a situation into consideration under s 112(1) and *award the donee spouse a greater percentage of the overall matrimonial assets* …
>
> [emphasis in original]

45 The Court of Appeal had stated earlier in *Wan Lai Cheng* at [115]:

> … where the donor spouse clearly intends to permanently renounce his or her beneficial interest in the asset transferred (that is to say, when a 'pure' interspousal gift is intended to be a true gift), the donor spouse may be estopped from claiming any share in that asset when the court exercises its discretion in equitably distributing the pool of matrimonial assets.

46 However, *de minimis* inter-spousal gifts need not be taken into account. This is a *discretion* of the court that may be exercised for *practical* reasons as the courts should not be "overly burdened by petty arguments over gifts of this nature" (see *Tan Hwee Lee* at [48]–[49]). What is considered *de minimis* is, in turn, dependent on not only the value of the assets concerned but also the assets' *relative* value compared to the pool of matrimonial assets as a whole. For example, in *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [52], the Court of Appeal was "not minded to disturb this exercise of discretion by the Judge" in excluding the jewellery in that case from being taken into account "even if the jewellery was worth

something in the range of a quarter million to half a million dollars". The total size of the pool of matrimonial assets in that case was about $68.9 million.

47 Bearing the principles above in mind, I considered whether in the present case, the *nature and context* is such that it would be clearly inequitable for the Husband to be awarded a substantial share in Property B, the Wife's jewellery, and the Wife's 25% share of the property in China if these were included in the pool and divided as matrimonial assets. In respect of the Wife's jewellery and the 25% share of the property in China, the parties disputed whether such assets fall within the *de minimis* exception set out above.

(1) Wife's Property B

48 The Wife submitted that the "Husband should be estopped from claiming a share in the Wife's Property B as it was intended to be a true gift" which was "gifted by the Husband to the Wife as part of their settlement to withdraw the divorce suit in 2012. The Husband is a businessman and is well aware of the effects of signing a contract/deed". Clause 3 of the Deed of Arrangement dated 1 October 2012 (the "Deed") in turn provided that, "the Husband shall make an absolute gift to the Wife of his share of the property [Property B] … which is presently owned and registered in the joint names of the Husband and Wife". Since the property was to "financially reward her for her efforts made towards the family as a Wife, Mother and Step-Mother during the past 10 years of marriage", the Wife submitted that it was "not fair nor equitable for the Husband to seek a division of this asset". Relying on *Tan Hwee Lee* at [41], the Wife sought a "greater percentage of the overall matrimonial assets", which counsel for the Wife also confirmed at the AM hearing.

49 The Husband relied on *Wan Lai Cheng* at [41] and *Tan Hwee Lee* in submitting that Property B is liable to be divided since it is "clearly a pure inter

spousal gift". Unlike Property R1 (which is addressed below), Property B "falls squarely in the definition of an inter spousal gift, which is to be included in the matrimonial asset pool, pursuant to section 112(10) of the Women's Charter" and there "is nothing to say that the Husband clearly intended to permanently renounce his beneficial interest in property" pursuant to the Deed. His position that there was no intention to permanently renounce his interest in the property was supported by Clause 4 of the Deed, which provided that, "[s]o long as the Husband and Wife are married, the Wife agrees that she shall not sell, mortgage or otherwise encumber the property, without the permission of the Husband".

50 The Deed did not fall within s 112(2)(*e*) of the Women's Charter as it was made specifically in contemplation of the Wife *discontinuing* the divorce proceedings in 2012 and as such was not made in contemplation of divorce. Paragraph 4 of the Preamble made it clear that the parties "have decided to privately resolve the issues that have been causing conflict between them, and to discontinue the present proceedings under Divorce Suit No. 3717 of 2012/X". Clauses 1 and 2 of the Deed set out the context of the Deed as that the Husband "is desirous of immediately ensuring the Wife's financial security and wellbeing" and affirms the Wife's faithfulness and role as a "good mother" throughout their marriage. It is "[t]o [that] end" that the Husband made the "absolute gift to the Wife of his share of the property". The Deed was hence entered into on the Husband's part to *avoid* further divorce proceedings and to give assurance to the Wife in securing her financial security. The Husband could perceive the property as remaining within their joint marital partnership, in contrast with the situation in s 112(2)(*e*) where one would contemplate parting with property upon divorce.

51 The present case may have *some* similarities with the case of *Wong Ser Wan v Ng Cheong Ling* [2006] 1 SLR(R) 416 ("*Wong Ser Wan*") at [69] but is

also *distinguishable* from it. In *Wong Ser Wan,* in the attempt by the husband to save the marriage after the wife discovered his infidelity, the parties signed a Financial Agreement ("FA"). The husband made various gifts to the wife in accordance with the terms of the FA and the wife subsequently discovered that the husband had not ceased his extra-marital relationship. She filed a fresh divorce petition and obtained a *decree nisi* of divorce. Some assets had been transferred to the wife under the FA before the hearing of the AM. The husband asked that these gifts be subject to division as matrimonial assets but the court declined to do so. Instead, the court held that "the express intention of the husband was to transfer the assets listed in the Financial Agreement irrevocably to the wife and to give up all his rights in the same" (at [75]). Furthermore, during the time of negotiating and signing the Financial Agreement, the husband was legally represented and "would have been advised as to what the financial consequences of divorce were likely to be" (at [75]). However, the basis of *excluding* these assets in the pool has since been *rejected* by the Court of Appeal in *Tan Hwee Lee* (at [56]):

> … *in the light of the s 112(1) approach*, we are of the view that the "inequity" exception as set out in *Wong Ser Wan* should, as was the case with the "proprietary interests" exception in *Lee Leh Hua*, no longer be followed. The "inequity" exception in *Wong Ser Wan* is *unnecessary* because s 112(1) itself already permits the court to consider the equity of allowing a donor spouse to benefit from an inter-spousal gift when apportioning the matrimonial assets between the parties. To illustrate the point, adding the assets in the FA back into the pool of matrimonial assets will not lead to an injustice to the wife in *Wong Ser Wan* so long as the court is prepared to give her a larger share of the pool of matrimonial assets at the second stage via s 112(1). Indeed, in addition to the result arrived at being in effect the same, it might be argued that the s 112(1) approach and the exception set out in *Wong Ser Wan* might well have been, in the final analysis, the same in substance. Be that as it may, it seems to us that the s 112(1) approach is more principled in so far as it derives its authority from the (key) provision (*viz*, s 112(1)). It bears noting that the entire *raison d'être* underlying s 112 in general and s 112(1) in particular is to ensure *a just and equitable division* of matrimonial assets utilising a *broad-*

> *brush* approach (see, *eg*, the decision of this court in *NK v NL* ([41] *supra*) at [68]).
>
> [emphasis in original]

52 My first observation in respect of the Property B gift in the present case was that I did not think that the Husband went so far as to give up all his rights in respect of the property such that in the event of a divorce, he would have renounced his entitlement to it. On the contrary, the Deed clearly provided, at Clause 4, that "[s]o long as the Husband and Wife are married", the Wife cannot encumber the property "without the permission of the Husband". I accepted that the Husband had no intention to renounce all of his interests in the property. On the face of Clauses 3 and 4 of the Deed, it would seem that the Deed ensured that the Wife had a property to reside in and hence gave her the "financial security and wellbeing" referred to in Clause 1.

53 It is pertinent here that I explain an important aspect of the underlying philosophy of s 112 of the Women's Charter. Our legal regime in s 112 can be described as the "deferred community of property" regime. The Court of Appeal in *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*") explained (at [40]):

> … matrimonial assets are not to be viewed as belonging to the husband or the wife exclusively, to be dealt with accordingly upon a divorce. On the contrary, the legislative mandate to the courts is to treat all matrimonial assets as community property (or, as one writer put it, "deferred community of property" inasmuch as the concept of community property does not take place until the marriage is terminated legally) to be divided in accordance with s 112 of the Act…

54 Thus, *during marriage, each spouse may own, and deal with assets he or she owns,* to the exclusion of the other spouse. This is also referred to as the "*separation of property*" regime. During marriage, a spouse may confer a gift to the other spouse such that the latter is free to use or dispose of that gifted

asset and enjoy that asset as his or her own. However, upon divorce, these assets are pooled together as matrimonial assets to be divided as community property. Indeed, when divorce is imminent, neither spouse is allowed to expend or transfer away substantial assets, even those in his or her own name (see *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL*") at [24]). This explains why the regime is described as a "*deferred*" community of property regime.

55 For the reasons that I have set out, Property B was included in the pool as a matrimonial asset. This was consistent with the approach set out in *Tan Hwee Lee.* My observations above on the nature and context of the gift will be relevant in considering whether a greater share of the total pool ought or not to be awarded to the Wife. I address this later at [81].

(2) Wife's jewellery and 25% share of the property in China

56 It was not disputed that the Wife's jewellery and bags have a value of $623,295. Including the Wife's 25% share in the China property, the total value of these assets amount to $737,357. The Wife submitted that these assets "would not add a substantial value to the pool of matrimonial assets" and the court should "thus exclude the same … when assessing what is a fair and equitable division of assets". The Husband, however, submitted that "there is no reason to exclude these items from the pool from division" and that if the Wife claimed the "sums are de minimis [*sic*] in the context of pool of matrimonial assets, then similarly the sums which the Wife had claimed that the Husband had wrongfully dissipated is also de minimis [*sic*] as well as ought to be disregarded from calculation of the pool."

57 As a comparison, the High Court and Court of Appeal both found that jewellery worth "in the range of a quarter million to half a million dollars"

compared to a pool of assets worth about $68.9 million was *de minimis* (*Yeo Chong Lin* at [52]). In this case, the disputed assets are worth $737,357 out of a total of over $53 million. Although the *relative* value of the jewellery and property in China may be described to be *de minimis*, I was not persuaded that there was good reason to exercise my discretion in excluding such assets from the pool in the circumstances of this case. It seemed to me that the Wife sought to exclude such assets *only* because of their relatively small values. I did not think that *every* pure inter-spousal gift (such as the Wife's jewellery and share of the property in China) should be excluded from the pool of matrimonial assets *solely* because such assets are small in relative value. I did not think that the value of more than $700,000 is so small and insignificant.

58 I held that these gifts to the Wife should be included in the pool of assets. As with Property B, I will address later (see [81]) whether in the circumstances, a greater share of the total pool ought or not to be awarded to the Wife.

The total pool of matrimonial assets and liabilities

59 The net value of the pool of matrimonial assets liable for division is **$53,485,931** as set out in the table below.

S/N	**Manner of Holding**	**Asset**	**Net Value / $**
1.	Joint Names	Raffles Town Club membership	8,250
1.	Husband's Name	[Property M]	23,000,000
2.		[Property R1]	2,920,000
3.		[Property R2]	2,940,000
4.		SKE XX18 P	108,000

S/N	Manner of Holding	Asset	Net Value / $
5.		SCM XX83 S	96,000
6.		SGX Shares	598,769
7.		Insurance	144,075
8.		UBS Insurance	1,651,517
9.		DBS Bank Account	1,296,768
10.		CPF Moneys	199,904
11.		[LB] Shares	5,703,448
12.		[J] Shares	5,408,937
1.	Wife's Name	Property B	8,500,000
2.		Fujian Province Shophouses	114,062
3.		UOB Account No 118-XXX-XXX-X	37,182
4.		UOB Account No 357-XXX-XXX-X	130,959
5.		UOB Account No 633000XXXX	20,302
6.		China Industrial Bank Account (Fuzhou, Fujian)	410
7.		Investments (Bonds, Multiclass Investments, Shares)	-60,245
8.		CPF	230
9.		Alipay	40
10.		WeChat	531

S/N	Manner of Holding	Asset	Net Value / $
11.		Insurance	43,497
12.		Diamond ring (3.06)	35,000
13.		Diamond earring (2.01 + 2.00)	30,000
14.		Diamond ring (5.15)	183,000
15.		Jade band	3,000
16.		Jade bangle	5,000
17.		Jade ring	12,000
18.		Cartier watch	210,000
19.		Cartier watch	15,000
20.		Chopard watch	10,000
21.		Diamond pendant with chain]	5,000
22.		Gold cow	11,700
23.		Gold rope chain	5,400
24.		Gold pendant with chain	6,360
25.		Gold bracelet	4,300
26.		Gold bangle	1,035
27.		Gold coin	1,500
28.		Gold bar	3,000
29.		Gold bar	6,000
30.		Jade ring	1,000
31.		Diamond pendant with chain	5,000

S/N	Manner of Holding	Asset	Net Value / $
32.		Hermes Birkin	45,000
33.		Hermes	10,000
34.		Pearl	15,000
Total Value of Matrimonial Assets			53,485,931

Proportions of division

Approach: ANJ *and* TNL

60 In *TNL,* the Court of Appeal held that the structured approach in *ANJ* does not apply to single-income marriages. As the present case involves a single-income marriage, the approach in *ANJ* does not apply. In *TNL*, the Court of Appeal observed at [48] that in *long* single-income marriages, the trends of division leaned towards an equal division of matrimonial assets. This trend does not apply to single-income marriages which are not long. *TNL* involved a 35-year marriage. The cases which the court in *TNL* referred to as relevant precedents involved marriages of 26 years and longer.

61 The parties did not dispute that the *ANJ* approach is inapplicable on the facts of this case. This is a single-income marriage as the Wife has never worked during the marriage. The Wife submitted that a fair and equitable division of assets is for "the matrimonial assets to be divided equally between parties as this is a *long* single-income marriage where parties have played their part", especially since Property B is an "*absolute* gift that was given to the Wife" [emphasis added]. The Husband submitted, based on *BOR v BOS* [2018] SGCA

78 ("*BOR*"), the present case falls within the range of 15 to 18 years, which are considered to be "moderately lengthy marriages".

Wife's submissions on her contributions

62 According to the Wife, when the Husband "travelled extensively during the earlier years of the marriage," she took care of the family on her own in his absence. The Wife had worked hard to learn the English Language so that she could "help out with the chores and expenses" by writing cheques. She also submitted that she had also taken meticulous care of her Husband, ensuring that his diet consisted of food to his liking and which would improve his health. When the parties entertained the Husband's friends, family, and colleagues for special occasions such as the Chinese New Year celebrations, the Wife would "buy food, snacks and decorations for the whole house, and instruct the domestic helpers on what to do as the mistress of the family". In 2013, the Wife attempted IVF at the age of 41 years old to try to give the Husband a son.

63 The Wife submitted that she was a loving and dedicated caregiver to both Q and R. For example, the Wife cared for Q's physical well-being, supported her in her studies by attending teacher conferences, and accompanied her to enrichment classes to nurture her interests in the arts. Although the Wife could not understand much English, she would record the conferences and take notes of the materials discussed and receive help from friends to translate the same. As a stepmother to R, the Wife was deliberate in her interactions with R to ensure that she would not feel left out and cared for R as if she was her own daughter. She submitted that as such, she also similarly supported R in her education and enrichment classes.

Husband's submissions on his contributions

64 According to the Husband, he had played an active role in the children's lives. He submitted that spending more time with the family was the reason that he went into "semi-retirement" in 2011. For example, he would enrol the children into "good schools" and "various enrichment activities outside school, such as painting/ballet and music lessons". He had purchased the children's school materials and advised them when they had to choose their elective subjects and co-curricular activities. When Q was unhappy at the School of the Arts, the Husband supported her in enrolling in another school. Working with an enrolment agency, the Husband successfully enrolled Q at [M] University. Likewise, the Husband helped R in her university admission process. The Husband also taught the children skills such as swimming, cycling and canoeing, and brought them for their regular medical appointments.

65 The Husband also submitted that he contributed to the household. Since Q's birth, parties have always had a full-time maid to help with household chores. The Husband submitted that he cared for the maid's well-being and ensured that they attended their regular medical check-ups. He also looked out for the family's health. For example, the Husband instructed the maids to prepare healthy meals for the family and would purchase fruits for the family so that they would have had fruits to eat every day. Additionally, the Husband took charge of maintenance works at home.

Observations on the parties' submissions on contributions

66 I noted that the Husband disagreed with the Wife's narrative. While the Husband accepted that the Wife did help with writing cheques, cooking some dishes, attending some teacher conferences, the Wife only did so "on very rare occasions" or "sometimes". The Wife also disagreed with the Husband's

narrative and submits that the Husband's list of indirect contributions was an "afterthought". I emphasise that the court adopts a broad brush approach to reach what is in its view a "just and equitable" division of the matrimonial assets (s 112(1) of the Women's Charter). Such a broad brush approach is not based on an exacting arithmetic exercise into the parties' day-to-day contributions. As such, I looked at the overall contributions of the parties, having regard to the respective roles that each party played in the marriage. In the present case, each discharged largely their main roles in the marriage.

67 It was not disputed that the present case involves a marriage of 17 years during which the parties have raised a child with the spouses' roles divided along more traditional lines. In this case, the Husband was the sole breadwinner while the Wife was the homemaker. I noted that the Wife had received some yields from investing moneys. The fact that the Wife had received some yields from investing moneys did not detract from the fact that the Wife had not worked during the marriage and this was a single-income marriage. As clarified in *UBM v UBN* [2017] 4 SLR 921 at [50], the term "Single-Income Marriage" includes "a marriage where one party is *primarily* the breadwinner and the other is *primarily* the homemaker" [emphasis in original].

68 Putting aside the quibbles over each party's contributions in the day-to-day activities, it was evident from the foregoing that parties worked well together in safeguarding the interests of the marriage and providing for their child. It appeared to me that a party's contributions to the wellbeing of the family, such as the Husband's travelling abroad for business purposes, was mutually supported by the other party's contributions, such as the Wife's caring for the children and looking after the home in Singapore. In any case, it was not necessary for me to ascribe a specific ratio to the indirect contributions of the

parties since the *ANJ* approach does not apply to single-income marriages such as the present case.

69 As a final but related note, the Wife submitted that, *if* the *ANJ* approach was applicable, then Property B is to be recognised as the Wife's direct contributions. Relying on *UFU v UFV* [2017] SGHCF 23 at [25], she submitted that the Wife (who owns the gifted assets) "must be treated as having made direct contributions to the same". Since the *ANJ* approach was inapplicable to the present single-income marriage, the Wife's submissions on this did not affect the present case.

The applicable principles in the present case

70 In determining what is a just and equitable division of matrimonial assets in single-income marriages, the court considers factors such as the length of the marriage (for example, in *TNL* at [48]) and the size of the pool of matrimonial assets liable to be divided (for example, in *Yeo Chong Lin,* which was cited in *TNL*), the roles each party carried out in the marriage and whether children were raised in the marriage.

71 The marriage in *TNL* was a long one of 35 years. The precedents which the Court of Appeal considered in that case for "long marriages" was about 26 years or longer (at [48]–[51]). In such *long* marriages, the trends of division leaned towards an *equal division* of matrimonial assets as "the law acknowledges the equally important contributions of the homemaker to the partnership of marriage" (*Tan Hwee Lee* at [85], cited in *TNL* at [49]). In *BOR* at [113], the Court of Appeal highlighted that the trend for "moderately lengthy marriages" of about 15–18 years was "towards awarding the homemaker wife about *35% to 40%* of the matrimonial assets" [emphasis added].

72 As stated at [70], another factor which the court considers is the exceptionally massive pool of matrimonial assets. In *VIG v VIH* [2020] SGHCF 16 ("*VIG*"), which concerned a 12-year marriage, a total of about $36.8 million was divided 30:70 in favour of the husband, taking into account "that the bulk of the matrimonial assets was earned by the [h]usband's efforts at building up Company [X]" (at [71]). In *Yeo Chong Lin*, a case concerning a *49-year* marriage, a total of about $68.9 million was divided 35:65 in favour of the husband.

73 I did not think that the present single-income marriage was a long one in the sense contended by the Wife. This case did not share the same factual matrix as that in *TNL* and the cases discussed in *TNL* as long marriages. Neither was this marriage length anywhere close to that in *Yeo Chong Lin*.

74 The Husband, in contrast, submitted that "a fair and equitable distribution of the assets would be 80:20 in favour of the Husband". The Husband submitted that *neither* the *ANJ* approach nor the *TNL* approach was applicable on the facts. He invited me to follow the approach adopted in *VIG*, where the "husband was largely the sole breadwinner in which most of the assets were acquired by him as the wife only worked for a few years". According to the Husband, the present case was similarly a case where "the matrimonial assets were ALL accrued by the Husband's efforts only" and the Husband "despite his job, was heavily involved in the children's upbringing and his indirect contributions" [emphasis in original].

75 Several issues must be clarified. First, I did not think that the court in *VIG* took an approach that was an alternative to the *ANJ* and *TNL* approaches. I emphasise that the *TNL* approach is *not* simply to incline towards the equality of division in *all* cases where single-income marriages are concerned. The Court

of Appeal in *TNL* at [49] expressly reiterated its observations made in *Tan Hwee Lee* at [85] that:

> … equality in division is *not* the starting point or the norm in the division of matrimonial assets between spouses … it also remains true that the 'courts would nevertheless not hesitate to award half (or even more than half) of the matrimonial assets if such a decision is justified on the facts' … *This is especially so in long marriages where 'the law acknowledges the equally important contributions of the homemaker to the partnership of marriage'* …
>
> [emphasis as added by the Court of Appeal in *TNL*]

It is clear that the Court of Appeal in *TNL* decided that what was a just and equitable division of matrimonial assets depends on the surrounding facts of the case and the trends of division in past cases (at [48]–[52], [54]). The court observed that the trends in precedent cases reflected equal division in *long single-income* marriages. Likewise, the court in *VIG* also considered the surrounding facts of that case and trends of division in past cases (at [70]–[71]).

76 The Husband submitted that as the "bulk of the matrimonial assets" was earned by the working spouse (at [71]), a division of 80:20 in favour of the Husband is just. I gathered that in essence, counsel for the Husband sought a division of 80:20 in the Husband's favour because he had acquired the matrimonial assets and was present in the children's lives. Such an argument undermines the philosophy of marriage as an equal partnership of different efforts. In cases of single-income marriages, it is common that all or at least the majority of matrimonial assets will be acquired by the breadwinner. To give a greater recognition to breadwinning and lesser recognition to homemaking, without more, grates against the Court of Appeal's views in *NK v NL* [2007] 3 SLR(R) 743 (at [20] and [34], citing *Lock Yeng Fun*):

> … The division of matrimonial assets under the Act is founded on the prevailing ideology of marriage as an equal co-operative partnership of efforts. The contributions of both spouses are equally recognised whether he or she concentrates on the economics or homemaking role, as both roles must be performed equally well if the marriage is to flourish …
>
> …
>
> Our examination of the case law shows that the courts might not have given sufficient recognition to the value of factors like homemaking, parenting and husbandry when attributing to them a financial value in the division of matrimonial assets. This ought *not* to be the case …
>
> [emphasis in original]

77 While I noted that the Husband was not absent in the children's lives despite his work schedule as a successful businessman, this in itself should not devalue the Wife's efforts and contributions in homemaking. I emphasise that in a marriage, both spouses are expected to mutually cooperate with each other in "safeguarding the interests of the *union* and in caring and providing for the *children*" [emphasis added] (s 46(1) of the Women's Charter).

Dividing the pool of matrimonial assets

78 In my view, bearing in mind case precedents and the facts of this case, a just and equitable division of the matrimonial assets is 30:70 in favour of the Husband. I was mindful that what is a just and equitable division of matrimonial assets depends on the facts of each case. In the present case before me, of particular importance are the factors concerning the *length* of the marriage (**17 years** in the present case), the *exceptionally large pool* of matrimonial assets (amounting to **$53,485,931** in the present case), and the different roles played by the parties giving rise to various contributions as set out at [62]–[65].

79 I found that dividing the matrimonial assets in such a proportion was in line with the trend of cases for marriages which are moderately long *and* involve exceptionally substantial pools of matrimonial assets. The case of *Yeo Chong Lin* was of particular relevance. *Yeo Chong Lin* also involved a single income marriage where the wife's contributions were largely in the domestic sphere. The marriage in *Yeo Chong Lin* lasted 49 years which was almost *3 times as long* as the marriage in the present case. The values of the assets there and in the present case were exceptionally large ($68m and $53m respectively). There were other differences from *Yeo Chong Lin* that I bore in mind, such as the note that the couple in *Yeo Chong Lin* "were poor in the early years and therefore the Wife's role must have been "more arduous" then" (*Yeo Chong Lin* at [73]). I was of the view that awarding the Wife in the present case of 17-year marriage a 30% share of such a massive pool of assets was just and equitable on the facts and circumstances of this case. The share for the Wife amounts to $16,045,779 and the share for the Husband amounts to $37,440,151.

80 In reaching this division ratio, I have adopted a broad brush approach. I have borne in mind the fact that the Husband had made inter-spousal gifts to the Wife and that Property R1 was partially "acquired" before the marriage. In respect of the latter, the Husband submitted that "it would be inequitable for the value of the property to be included in the asset pool as the property was acquired by the Husband … solely and most of the property was already paid up prior to marriage". However, he conceded that payments towards the acquisition of this property continued to be made during the marriage. Further, it was not disputed that this property was ordinarily used or enjoyed by the family for shelter for about 5 years. Thus, even if the property was partially paid for prior to the marriage and also partially paid for during the marriage, its usage would transform it into matrimonial asset by virtue of s 112(10)(*a*)(i) of the Women's Charter.

81 As I had explained at [50] above, the gift of Property B to the Wife appeared to be an assurance of security to the Wife. It was not a transfer made in contemplation of divorce, for it was made to support the continuance of the marriage. The Husband did not intend to completely divest all interest in it during the marriage, as analysed earlier. In these circumstances I was not persuaded that the Wife ought to have a higher share of a massive pool of assets purely due to the facts surrounding the transfer of Property B to her. The less substantial gifts of the China property and the jewellery also do not significantly affect the proportion awarded in an approach which is "broad brush". The Wife will be able to continue to keep these assets given that her ultimate share of the total assets far exceeds the value of these gifts.

82 Ordering a division of 30% to the Wife and 70% to the Husband, the Wife will receive assets worth $16,045,779. Property B, the China property and the jewellery should form part of her share of assets as consequential orders. The Husband will have $37,440,151 worth of assets. Both parties remain very wealthy after the termination of the marriage.

83 I directed that the parties should work out all the consequential orders necessary to carry out my division order, with liberty to apply. As the parties were unable to agree on all the consequential orders, I heard the parties on 12 August 2021 and made the necessary consequential orders.

Maintenance for Wife

84 By consent of the parties, I made no order on RAS 4/2020 on the date of the hearing on 18 March 2021. The Husband has been complying with FC/ORC 972/2020 dated 19 February 2020.

85 The Wife estimated her living expenses to be $24,211 while the Husband states that a reasonable figure is $3,938. The Wife submitted that the Husband should pay a lump sum maintenance of about $300,000 (being the total of $28,000 multiplied by 12, minus a slight discount) so that she "can tide over the transition period to move out of the current matrimonial home".

86 The Husband submitted that after the division of matrimonial assets, the Wife "would have sufficient in her possession to maintain herself moving forward and there will be no need for further order for maintenance for herself".

87 With assets worth $16,045,779, the Wife has more than sufficient to meet her needs. There will also be financial yields on assets prudently invested which will be incoming income for her use. There shall be no maintenance for the Wife.

Maintenance for Q

88 The maintenance for Q was largely not contentious. It was not disputed that the Husband has been lovingly supporting her and paying for her expenses. Counsel for both parties at the AM hearing also confirmed that there have been no issues in the past in respect of any failure of the Husband to sufficiently maintain Q. As reflected in the Joint Summary, the only dispute was in respect of the Wife's position that the Husband should "reimburse the Wife any expenses paid for the child within 14 days of the production of receipts".

89 At the AM hearing, counsel for the Wife confirmed that she would like to be reimbursed for expenses in respect of "anything", as long as it was for the child. I thought that the Wife's position was far too open-ended and such an order runs the risk of uncertainty.

90 In any case, I highlighted then and reiterate now that the Husband has shown his love and support for his daughter in respect of maintaining her. On the facts, the Husband is clearly not neglecting to provide for his daughter. The current arrangement for maintenance has been working well and I see no reason or need to make the additional order as submitted by the Wife. As such, I declined to make an additional order that the Husband is to reimburse for just "anything" spent on their daughter. The Wife has large financial resources after the division orders are carried out, and she too can afford to pay for some of her daughter's expenses. The Husband is to continue maintaining the child solely in respect of her reasonable expenses, such as those listed in the Joint Summary.

Costs

91 I have made the orders on 9 June 2021 for each party to bear their own cost for the ancillary matters, and for the Husband (appellant in RAS 4/2020) to pay the Wife cost fixed at $1,500 for RAS 4/2020.

Debbie Ong
Judge of the High Court

Foo Siew Fong, Cheong Zhihui Ivan and Chew Wei En
(Harry Elias Partnership LLP) for the plaintiff;
Choh Thian Chee Irving, Looi Min Yi Stephanie and Oei Su-Ying
Renee Nicolette (Optimus Chambers LLC) for the defendant.