IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 39

Divorce Transferred No 3863 of 2020

Between

VXM

… *Plaintiff*

And

VXN

… *Defendant*

JUDGMENT

[Family Law — Matrimonial assets — Division — Indirect contributions ratio for working homemaker Wife]
[Family Law — Maintenance — Wife — No rental expenses for Wife who is already receiving substantial rental income from her own property]
[Family Law — Maintenance — Child — $650,000 a year in travel expenses for Children is wholly excessive]

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VXM
v
VXN

[2023] SGHCF 39

General Division of the High Court (Family Division) — Divorce Transferred No 3863 of 2020
Choo Han Teck J
16 August 2023

15 September 2023 Judgment reserved.

Choo Han Teck J:

1 The plaintiff ("the Husband") is a 45-year-old managing director and deputy chairman of a public listed automobile company ("T Ltd"). The defendant ("the Wife") is a 39-year-old part-time finance manager for her family's investment business ("M Ltd"). They married on 4 June 2011, and filed for divorce in 2020. Interim judgement ("IJ") was granted on 19 March 2021. They have two daughters, ("G") and ("C"), aged eight and seven respectively (collectively "the Children"). The issues concerning the Children have been resolved (in *VXM v VXN* [2021] SGHCF 42). The remaining ancillary matters concern the division of matrimonial assets and maintenance for the Wife and Children.

Division of matrimonial assets

2 The date for ascertaining the pool of assets is to be IJ date (19 March 2021), and the assets are to be valued at the date of the ancillary matters ("AM") hearing (16 August 2023), or the closest available date to the same — save for bank account balances and CPF account balances, which are to be valued at IJ date.

3 As to the value of the matrimonial assets available for division, I shall deal with the undisputed items and those with minor differences first:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife				
1	Various joint DBS accounts	$2,748.46 (as at 19 Mar 2021)	$2,748.46 (as at 19 Mar 2021)	$2,748.46
Husband's assets				
2	CPF accounts	$471,477.00 (at 19 Mar 2021)	$471,477.00 (at 19 Mar 2021)	$471,477.00
3	Insurance policies	$0	$0	$0
4	Shares, unit trusts, etc..	$3,817,267.97	$3,817,241.28	$3,817,254.63
5	Bank accounts	$334,461.24	$335,810.95	$335,136.10
6	Country club memberships	$5,600.00	$5,600.00	$5,600.00

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Wife's assets				
7	CPF accounts	$221,907.10	$221,907.10	$221,907.10
8	Bank accounts	$587,646.96	$587,646.96	$587,646.96
9	Art pieces	$27,089.40	$27,089.40	$27,089.40
Assets held jointly by the Husband and the Children				
10	Bank accounts	$106,491.94	$106,491.94	$106,491.94
Total				$5,575,351.59

4 The small differences between the parties' valuations arise from the different exchange rates they used when converting asset values from foreign to Singapore currency. Since the exchange rates of both parties do not differ materially, I apply the average of the two values. The Wife accepts that the money in their joint account came entirely from the Husband.

5 My decision as to the rest of the matrimonial assets are as follows:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife				
1	1kg gold bar	$78,867.50 (Wedding gift from Wife's parents, ought to be included as matrimonial asset)	$0 (Not to be included as a matrimonial asset as it was a gift by Wife's parents to her only)	$0 (Not a matrimonial asset)

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Husband's assets				
2	Porsche Panamera Sport Turismo Series 4 2018	USD 51,000 (13 Mar 2023)	USD 100,000 (24 Feb 2023)	USD 51,000 = $68,340.00
3	Porsche Cayenne Turbo 2019	USD 70,000 (18 Apr 2023)	USD 190,346.57 (24 Feb 2023)	USD 78,000 = $104,520.00
4	Porsche 911 Speedster 2019	USD 190,000 (13 Mar 2023)	USD 430,000 (24 Feb 2023)	USD 190,000 = $254,600.00
5	Porsche 911 Turbo S Cabriolet 2021	USD 165,000 (13 Apr 2023)	USD 62,503.32 (24 Feb 2023)	USD 165,000 = $221,100.00
6	HL Bank Savings Account No. xxxxxxxxxxxxxx4702	$0 (Not matrimonial funds)	$11,734.80 (31 Mar 2021)	$4,837.54
7	Rolex Cosmograph Daytona	$58,529.00	$43,900.00	$58,529.00
8	Patek Philippe Aquanaut Travel Time	$97,399.00	$174,522.85	$97,399.00
9	Patek Philippe Calatrava Pilot Travel Time	$55,774.00	$111,734.57	$55,774.00
10	Patek Philippe Rose Gold Blue Annual Calendar Complications	$71,250.00	$109,606.00	$109,606.00

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11	Patek Philippe Complications White Gold	$82,255.00	$188,882.00	$82,255.00
12	Patek Philippe Nautilus Chronograph Rose Gold	$108,717.00	$1,200,000.00	$1,200,000.00
13	Patek Philippe Grand Complications Blue Dial Perpetual Calendar	$89,160.00	$127,575.00	$127,575.00
14	Patek Philippe Nautilus Rose Gold	$219,211.00	$542,302.00	$542,302.00
15	Patek Philippe Rose Gold Diamond Bezel	NA	$0 (Watch in Wife's possession)	Watch in Wife's possession
16	Patek Philippe Nautilus Moonphase Power Reserve	$35,460.00	$329,325.00	$329,325.00
17	Patek Philippe Nautilus Travel Time Chronograph	$171,137.00	$525,099.00	$171,137.00

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18	Patek Philippe World Time Chronograph 5930	NA (Duplicate, this watch is actually the Patek Philippe Complications White Gold 5930g as disclosed above)	$199,950.00	$199,950.00
19	Tag Heuer limited edition smart watch	$0 (Husband does not recall owning this watch)	$22,228.34	$22,228.34
20	Patek Philippe Aquanaut Luce	NA (Watch lost, police report made)	NA (watch misplaced)	$0 (No order made as watch misplaced)
21	¼ share of property at Jalan Jintan Singapore ("Jalan Jintan Property")	$0 (Husband not legal and beneficial owner of property during family's stay there)	$1,725,000 (Property used as parties' matrimonial home for most of the marriage)	Not a matrimonial asset
22	Husband's director's fees received after IJ	$0 (These sums of monies should be excluded for being after IJ)	$98,340.00 (Husband had received these directors' fees prior to IJ, but only deposited them after IJ)	$98,340.00

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23	Husband's bonus received after IJ	$0 (These sums of monies should be excluded for being after IJ)	$176,748.00 (Husband had received this sum in April 2021 for work done prior to IJ date)	$176,748.00
24	Various sums to be added back into the matrimonial assets	$10,000.00	$753,528.41	$400,461.97
25	Loans issued by Husband	$211,120.87	$274,300.00	$231,420.87
Wife's assets				
26	261 Bukit Timah Road #xx-xx Goodwood Residence Singapore ("Goodwood Property")	$3,764,112.83	NA (Not a matrimonial asset, property given to Wife by her parents)	$701,100.60 (Sums of monies given to Wife by her parents towards the purchase of Goodwood Property not matrimonial assets)

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27	Wife's interest in xxxN Crescent Drive, Beverly Hills, CA 90210 (the "US Property")	$2,470,625.00 (Husband was informed by Wife of her 25% share of the US Property which was sold for USD 7.375 million in July 2021)	NA (Wife says that she does not have any share in this property)	Wife not found to have a beneficial interest in this property
28	OCBC Time Deposit Account No. xxxxxxxx7501	$508,775.70	$0 (Not a matrimonial asset, deposits made by Wife's parents to satisfy mortgage requirements)	$0 (Not a matrimonial asset)
29	OCBC 360 Account No. xxxxxxxx2001	$25,904.78	$0 (Not a matrimonial asset, home loan account containing Wife's parents' monies as part of their gift of the Goodwood Property to the Wife	$3,490.92

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30	Sum of $282,000.00 which Wife had withdrawn from parties' joint account	$282,000.00	$0 (Sum has been fully expended on Wife's and Children's expenses)	$95,112.69
31	Sum of $309,282.85 paid pursuant to the initial maintenance orders	$309,282.85	$0 (Sum has been fully expended on Wife's and Children's expenses	
32	Sum of $116,000.00 received by the Wife during the covid-19 moratorium period	$116,000.00	$0 (Sum has not been dissipated, as part of Wife's parents' gift of Goodwood Property to Wife, the rental proceeds were collected for Wife's parents	$116,000.00
33	Luxury items	$550,839.01	$0 (Items were either pre-marital gifts from third parties or interspousal gifts from Husband)	$413,687.00

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34	Patek Philippe Rose Gold Diamond Bezel	$113,635.00	$67,150	$100,000.00
35	Loans from Wife's parents	$0 (Loans are sham loans – they are in fact gifts by Wife's parents, who had given monies to the Wife throughout the marriage)	Less $149,371.76	$0
Total				$5,985,839.93

6 The first disputed item is the 1 kg gold bar that was given by the Wife's parents as a wedding gift. The Husband says that it was a wedding gift from the Wife's parents to both him and the Wife. He says that there was no inscription on the gold bar when it was given, and the inscription must have been made by the Wife subsequently. Counsel for the Husband ("Ms Kee") submits that the Wife had admitted in her affidavit of means that the gold bar was a wedding gift. In contrast, the Wife says that the gold bar was a gift to herself only, as evidenced by the inscription of her name on it. The Wife's mother ("EH") says in her affidavit that she had wanted to give the Wife something to "keep for life as hers and hers only" so that she could remember that she would always belong to the H family.

7 I accept the Wife's account that the gold bar was given by her parents to her and her alone as a wedding gift. This solitary, discrete, and specific article is unlike the $1m given to the husband by the husband's father in the presence

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of both parties in the case of *VOD v VOC* [2022] SGHC(A) 6 (at [49]-[65]) ("*VOD*"). Unlike the $1m in *VOD*, the gold bar was not intended to be used for the benefit of both parties. The inscription further indicates its position as an article strictly of sentimental value.

8 Next are the disputed assets that the Husband owns:

(a) cars,

(b) watches,

(c) his share in the Jalan Jintan Property, and

(d) monies that he had received or spent.

As for the cars (four Porches), the dispute concerns their value. The Husband has provided an updated valuation of the motor vehicles based on valuation appraisal vouchers he had obtained from the US automotive company Cartelligent (in April 2023) in addition to an older one by Porsche Marin (2021). Both valuations track live market data for used vehicles. The Wife disagrees with the valuations and claims that the Porsches were in a good condition and had low mileage because the Husband only drove them when he visited the US, and therefore, the Husband's valuation of the vehicles is thus far too low. But there is no evidence from her to challenge the Husband's valuations, which, in my view, do not seem unreasonable. For completeness, in relation to the Husband's Porsche Cayenne Turbo 2019, I am taking the valuation from Cartelligent instead of Hansel BMW's (both valued in April 2023) because it does not make sense to use Cartelligent for three of the Porsches and Hansel BMW for the fourth. In any event, the two valuations do not differ by much.

9 The dispute over the watches also concerns their value. The Husband

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provided one value based on the original purchase price, and one based on the sale price derived from a website ("Chrono24"). Ms Kee submits that the sale price found in Chrono24 would be an "indicative value of the watch sold in retail stores" and that it would be a more accurate reflection of the value of the watches. According to the Husband, it was not possible to obtain valuation reports for the watches because second-hand watch retailers were unwilling to provide such reports. The Wife relies on other online prices for her valuation. The Wife also takes particular issue with some of the Husband's valuation as she pointed out that certain defects with the listing (i.e. missing original box for the watch, watch not being part of the exclusive Tiffany & Co series) led to the valuation being significantly lower than it should have been.

10 I am of the view that the listings on Chrono24 would more accurately reflect the current value. The Wife has acknowledged on affidavit that Chrono24 enjoys a good reputation in this regard. I prefer the valuation from Chrono24 to alternative platforms (e.g. Carousell). I thus accept the Husband's valuation of the following watches:

(a) Rolex Cosmograph Daytona,

(b) Patek Philippe Aquanaut Travel Time,

(c) Patek Philippe Calatrava Pilot Travel Time,

(d) Patek Philippe Complications White Gold, and

(e) Patek Philippe Nautilus Travel Time Chronograph.

There is no evidence that the original box for the Patek Philippe Aquanaut Travel Time 5164 would have significantly added to the value. The original

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papers for the listing are available. The Wife refers to a website showing a limited-edition Tiffany & Co series of the Patek Philippe Aquanaut Travel Time 5164 but has no proof that this watch was a limited-edition Tiffany & Co series version.

11 However, I accept the Wife's claim that some of the watches are of the Tiffany & Co limited series, and thus, the Husband's valuations based on watches from non-limited series may be on the low side. I thus accept the Wife's valuation of the following:

(a) Patek Philippe Rose Gold Blue Annual Calendar Complications,

(b) Patek Philippe Nautilus Chronograph Rose Gold,

(c) Patek Philippe Nautilus Rose Gold and

(d) Patek Philippe Nautilus Moonphase Power Reserve.

The receipts show that these watches were of the Tiffany & Co limited series, and purchased in New York. There is also evidence of an online video interview with the Husband where he talked about his Tiffany & Co limited series Patek Philippe watches — two of the watches featured in the video seems like the ones in dispute here. I agree with the Wife that the Husband had used a listing of the wrong model for the valuation of the Patek Philippe Nautilus Moonphase Power Reserve — this explains the large discrepancy in its valuation. To provide more detail on the other watches, with respect to the Patek Philippe Nautilus Chronograph Rose Gold, notwithstanding that the Wife's valuation was based on a listing from Carousell, I accept it in the absence of a more reliable valuation for this watch. The Husband's Chrono24 listing here is not of the Tiffany & Co series. The original box and original papers are also unavailable, meaning that

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the watch would be of a lower value. I accept the Wife's valuation of the Patek Philippe Nautilus Rose Gold for the same reasons. This watch is also in a poorer condition with "light signs of wear or scratches". As for the remaining watches, I accept the Wife's valuation of the Patek Philippe Grand Complications Blue Dial Perpetual Calendar. The Chrono24 listing the Husband relies on does not include the belt.

12 I accept the Wife's account that the Husband owned a separate Patek Philippe World Time Chronograph 5930. The Husband candidly admitted in an online interview that he had purchased such a watch following a significant life occasion for the purposes of remembrance. This is consistent with her account of how the Husband came about the watch. I accept the Wife's valuation which is based on Chrono24. I also accept her account of the Tag Heuer limited edition smart watch. Notwithstanding that the Husband is unable to remember purchasing such a watch, the Wife has evidence of the payment to Tag Heuer from the Husband's bank account. Finally, I make no order as to the Patek Philippe Aquanaut Luce which both parties accept has been lost.

13 The issue regarding the Jalan Jintan Property is whether it should be considered to be a matrimonial asset. It is undisputed that the Husband and the Wife lived there from marriage until around November 2018. It is also undisputed that the Husband's mother ("HM") was the registered owner of the Jalan Jintan Property. The Husband inherited a one quarter share in it when HM died in 2020. The Husband says that the Jalan Jintan Property was never his. The Wife asks for the Husband's one quarter share in the Jalan Jintan Property to be considered a matrimonial asset for the purposes of division on the basis that the property was the "cradle of parties' marriage". Her counsel, ("Ms Gill"), relying on *BJS v BJT* [2013] 4 SLR 41 ("*BJS*") at [28] argues that although the

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Husband did not have legal title of his one-quarter share of property at the material time parties were living there, the court is empowered to regard it as a matrimonial asset. Ms Gill argues that the Husband's disclaimer of his inheritance (dated 15 December 2021) was an attempt to keep this asset beyond the Wife's reach. The legal title is now with the Husband's sister.

14 I agree with Ms Gill that the court is empowered to find the Jalan Jintan Property to be a matrimonial asset – should the facts and circumstances warrant it (*BJS* at [28]; *Tang Ngai Sheung Peggy v Wong Yeu Yu* [2008] SGHC 221 at [9]; *Yeo Gim Tong Michael v Tianzon Lolita* [1996] 1 SLR(R) 633 at [7]). However, the facts and circumstances of the present case are not in the Wife's favour. Throughout HM's life, the parties accepted that this was her property. They were initially planning to live elsewhere but that fell through because the property concerned was not built in time.

15 Consequently, HM told the Wife and the Husband to stay in the Jalan Jintan Property which HM had been using as the office for one of her businesses. It was intended to be used by Husband and Wife until construction of the original property was completed. But when that property was completed, parties had become comfortable in the Jalan Jintan Property and did not move. I think that it is clear from the Wife's own account, that HM had not intended the property to be owned by the Husband and the Wife, nor for it to be their matrimonial home. It was just a place for them to stay — and HM appears to have retained control over the Jalan Jintan Property as its owner. The facts of *BJS* cited by Ms Gill are different from the present case.

16 The Wife asks for various sums of monies spent and received by the Husband to be deemed as matrimonial assets for division. This includes the

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director's fees and bonuses received by the Husband after the IJ date. The Wife says that the director's fees of $47,460 paid by R Investments Ltd and $50,880 paid by AP Holdings Ltd to the Husband are matrimonial assets because the cheques for these payments were dated 25 February 2021 before the IJ date. The Husband says that these director's fees are not matrimonial assets because he received them sometime in April 2021, after the IJ date (19 March 2021). In any event, they were to be declared as his income for the Year of Assessment 2021/2022. I am unpersuaded by the Husband's explanation and find these sums amounting to $98,340 to be matrimonial assets. The cheques were dated almost a month before IJ date. The Husband cannot claim that they were only paid after the IJ date just because they were deposited into his account after the IJ date. Any delay on the Husband's part in receiving his director's fees cannot benefit him now. As far as these payments were concerned, they were to be paid to the Husband since 25 February 2021, before IJ date.

17 In relation to the Husband's bonus of $176,748 received from T Ltd after IJ date in April 2021, the Wife claims that this bonus was ostensibly for work done prior to IJ date. The Husband says that this sum was paid by T Ltd after IJ date, and that no discretionary bonus had been given to him for FY2020. I accept the Wife's claim. By the Husband's own account, the directors of T Ltd "had approved a bonus payment to be paid out in April 2021" after "an increase in [T Ltd's] revenue and profits for the 1st half of 2021". Accordingly, it follows that this bonus was paid out in the light of T Ltd's improved performance prior to April, which would mostly constitute the period of time before the IJ date (of 19 March 2021). Therefore, I agree with the Wife that this bonus of $176,748 was paid ostensibly for performance obtained prior to the IJ date and that it is a matrimonial asset (*AJR v AJS* [2010] 4 SLR 617 at [4]).

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18 The Wife also asks for the money which the Husband had expended or allegedly dissipated, to be added back as matrimonial assets. These sums amount to $753,528.41. The Husband says that his expenditure was only $367,710.31 and that the Wife has not proven that he was dissipating his assets. According to him, the money was spent on legitimate expenditures: funeral expenses for his mother in January 2020, payment for the services of a private investigator, payment for his father's US property taxes, payment for Airbnb accommodation for a cancelled work trip, and payment for office equipment from Best Denki. If a substantial sum is expended when divorce proceedings are imminent, or after interim judgement, but before the ancillaries are concluded, it has to be included in the assets if the other spouse has a putative interest in it and had not agreed to the expenditure. In the present case, divorce proceedings were commenced by the Husband on 4 September 2020, many months after most of these various expenses were incurred by the Husband. Some of these expenses even occurred around two years before divorce proceedings were commenced. As such, it does not appear to me that the money was spent by the Husband when divorce proceedings were imminent. Only the sum of $20,000 that was spent by the Husband on a private investigator in February 2021, after divorce proceedings had commenced should be added back to the matrimonial assets.

19 The Wife says the Husband had dissipated $385,818.09 from his Standard Chartered Bonu$aver Account No. xx-x-xxx006-1 ("Bonu$aver Account"). She explains that on 20 December 2018 and 5 January 2019, $385,000 and $130,000 were transferred to the Husband's Bonu$aver Account respectively. The balance of the Bonu$aver Account on 12 December 2018 was $10,487.34 (not $15,243.46 as the Wife claims), and the account balance was just $145,025.37 as of 12 January 2019, after the two large transfers in the

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interim. That leaves $380,461.97 unaccounted for (slight adjustment from the Wife's figure of $385,818.09). I accept the Wife's position that it was highly suspicious for such a large sum to be unaccounted for in the Bonu$aver Account within such a short span of time after the monies were transferred into the account. Given the lack of a plausible explanation from the Husband in relation to this discrepancy surrounding the Bonu$aver Account, the $380,461.97 should be added back as matrimonial assets. With respect to HL Bank Savings Account No. xxxxxxxxxxxxx4702 ("HL Savings Account"), I allow the Wife's claim up to a sum of $4,837.54 because that was the excess sum remaining in the account, after adjusting for the inheritance monies received by the Husband (which should not be included).

20 As for the Husband's loans to third parties, the Wife urges me to add back the loans of $274,300 as matrimonial assets. The Husband disagrees with the Wife's figure and says that he only loaned out $254,300 to third parties. He also says that of the $254,300 loans, USD $31,999.35 had been repaid. I accept the Wife's claim that the loans amounted to $274,300. It is consistent with the Husband's answers to the Wife's interrogatories. But I also accept the Husband's explanation that USD 31,999.35 of the loans had been repaid to him. Accordingly, the balance of $231,420.87 is to be added back as matrimonial assets.

21 I now turn to the disputed assets held in the Wife's sole name. These disputed assets can be categorised as:

(a) assets held by the Wife which are allegedly gifts from her parents,

(b) other assets which the Wife allegedly owns, and

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(c) the sums of monies received and expended by the Wife.

I deal with the three categories in turn.

22 The assets which the Wife says were gifts from her parents, includes, the Goodwood Property, OCBC Time Deposit Account No. xxxxxxxx7501, OCBC 360 Account No. xxxxxxxx2001, and the sum of $116,000 given to her during the covid-19 moratorium period as rental from the Goodwood Property. The Wife's position is that her parents wanted to buy her the Goodwood Property as a gift so that she would have a property in her name like her siblings. This was done using monies from M Ltd to exercise the Option to Purchase, to pay for the buyer's stamp duty and the balance owed to the vendor. More money from M Ltd was to be placed in a fixed deposit maintained with OCBC in order to secure a housing loan from OCBC in the Wife's name. According to the Wife, the agreement was to let her parents use the rental proceeds as they deemed fit.

23 The Husband claims all of the above as matrimonial assets. Ms Kee argues that the payments made by M Ltd towards the purchase of the Goodwood Property are monies or dividends received by the Wife from M Ltd in her capacity as an employee or as a shareholder of M Ltd respectively. The Wife's parents are not shareholders of M Ltd, and thus do not have the rights to make gifts from M Ltd. Ms Kee also refers to other salient factors:

(a) that the Goodwood Property was financed by a OCBC Home Loan taken out in the Wife's sole name,

(b) that the rental income from the Goodwood Property was deposited into the Wife's OCBC 360 Account No. xxxxxxxx2001 or another one of her POSB accounts, and

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(c) that after the commencement of divorce proceedings, the Wife had changed how the rental income from the Goodwood Property was received.

24 I do not agree fully with either party. I accept that the Goodwood Property was intended to be a gift from the Wife's parents to her. It is incorrect for the Husband to say that the only plausible explanation for the usage of M Ltd's monies for the Wife's benefit here must mean that it was paid to her in her capacity as an employee or paid to her as dividends in her capacity as a shareholder. Even though the Wife's parents were only directors of M Ltd, they could, with the consent of the shareholders of M Ltd (the Wife and her siblings) use the funds of M Ltd for other purposes, such as making a gift of Goodwood Property to the Wife. Indeed, the children had no complaints about their parents using M Ltd's monies as they saw fit. The Wife's mother, EH, provided evidence of a deposit made by herself of $9,800,000 into M Ltd's bank account on 7 August 2018, shortly before the payment of $1,077,919.20 was made by M Ltd towards the balance sum owed to the vendor of Goodwood Property (on 29 August 2018). This is consistent with her control over the company, and the working arrangements with the shareholders, her children. I accept EH's account that it was always the parents' intention to pay for the Goodwood Property with the funds from the sale of their property at Balmoral Road ("Balmoral Home") (the $9,800,000 above) although the $9,800,000 only came in later. It is clear to me that Goodwood Property was intended to be a gift to the Wife from her parents. As such, the monies from M Ltd that were applied towards the Goodwood Property are not matrimonial assets. The remaining issues with respect to these disputed assets are whether the past rental income (of $14,500 a month) for Goodwood Property and the Wife's taking of the OCBC mortgage in her name are matrimonial assets. The Wife's claim, on the

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other hand, is inconsistent with the facts and the law. EH had stated on affidavit that she and the Wife's father "could not afford to make payment of the full purchase price of this property up front" and that "what [they] would do was to pay for the initial down payment and then rent out the property to pay for the running costs of the property" and "top-up in cash for any shortfall required". This was repeated by Ms Gill in the Wife's closing submissions. It is obvious that the Wife's parents had not given her the whole of the Goodwood Property. They had only given her the monies for the initial payments for the Goodwood Property and the fixed deposit used to secure the OCBC mortgage. They could not give something they could not afford, nor something they had not paid for.

25 The Wife is wrong to assume that the rental income from the Goodwood Property that was applied towards paying off the mortgage could count as being part of her parents' gift to her. The Goodwood Property was purchased in the Wife's name. The Wife's parents had intended for the Goodwood Property to be hers — indeed, that is the crux of the Wife's case. The Wife is thus the owner of the Goodwood Property, and accordingly, all rental income earned from it (during her marriage to the Husband) are matrimonial assets. The fact that the Wife took on the liabilities associated with the OCBC mortgage in her name further emphasises this point.

26 The evidence of EH shows that the sale proceeds of $9,800,000 of the Balmoral Home exceeded the purchase price of the Goodwood Property ($7,400,000). This means that the Wife's parents could have purchased outright the entire Goodwood Property but did not to do so. Instead, they made a gift of money for the Wife to partially pay for the Goodwood Property, leaving the rest to be paid by the Wife through the OCBC mortgage, and drawing off the Wife's rental income from the Goodwood Property. Not having paid in full for the

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Goodwood Property for the Wife, it cannot now be said that the parents had given the entire property to her. Her parents' gift to her in relation to Goodwood Property only relates to the sums of money which they had actually expended on it, i.e. the sums paid for by M Ltd (at [24] above) as well as any other sums of money her parents have continued to contribute towards the purchase of Goodwood Property. In my view, it is irrelevant that the Wife's parents had agreed to contribute to any shortfall relating to the Wife's OCBC mortgage. To the extent that they had contributed further to the purchase of Goodwood Property, those would be considered as gifts.

27 In summary, the monies that were paid towards the Goodwood Property by M Ltd (on behalf of the Wife's parents) are not matrimonial assets. This includes the sum of $508,775.70 in OCBC Time Deposit Account No. xxxxxxxx7501. But where paid towards the acquisition of Goodwood Property, those monies (estimated to be $1,925,622.14) according to the Wife's closing submissions) will be subtracted off the value of Goodwood Property to be included in the matrimonial assets. With respect to Goodwood Property, I find that a fair value would be $7,400,000, being the purchase price of the property. In reaching this value, I also rely on the evidence adduced by the Wife because the information provided on the Urban Redevelopment Authority website is accompanied by a date stamp and seems more credible. Taking into account the OCBC mortgage of $5,920,000 which the Wife is liable for, and accounting for the $1,146,722.74 that has been repaid, $701,100.60 should be included in the matrimonial assets. I have no further evidence of the amount of outstanding mortgage, and I will not admit fresh evidence at this stage.

28 As for the $116,000 rental income from the Goodwood Property during the 8-month moratorium period, the Wife says that $58,000 was disbursed to

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her siblings on her parents' instructions, and the remainder to her parents. Accordingly, since the Goodwood Property rental monies are matrimonial assets, the $116,000 should also be included in the matrimonial assets.

29 The Husband has claims regarding the Wife's US Property, and her luxury items including the Patek Philippe Rose Gold Diamond Bezel. He says that the Wife has a beneficial share in the US Property of which the Wife had not made full disclosure. According to the Husband, he found out about the US Property a few years ago when he was there, and he recalled the Wife telling him that she was entitled to the rental income from it. The Husband wants me to draw an adverse inference and include the Wife's 25% beneficial share of the US Property as a matrimonial asset, valued at $2,470,625, based on 25% of the US Property's sale price on 12 July 2021. In support of his position, the Husband produced Statements of Information about a limited liability company ("BC Ltd") that has two of the Wife's family members as managers or members, and property records of the US Property showing that BC Ltd bought over the property in November 2014.

30 The Wife refutes the Husband's account and denies that she has a beneficial share in the US Property. Ms Gill argues that the Husband's assertions about the US Property are flawed because they are based only on the Statements of Information about BC Ltd that show the Wife's father and one brother to be managers of the company, and not any of the Wife's other brothers. She submits that it is improbable that the Wife could have a 25% share of the US Property when it was owned by BC Ltd, which she has no share in.

31 I agree with Ms Gill that the Husband's position with respect to the US Property is tenuous and does not show how the Wife could have a 25% share of

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the US Property. Only the Wife's father and one of her brothers were involved in BC Ltd, unlike the Wife's involvement in M Ltd, where she and her brothers were all shareholders. Moreover, I am not convinced by the Husband's account about difficulties faced by the Wife's family in moving rental proceeds back to Singapore, and that his participation in facilitating such transfers through various transactions is evidence supporting his claims regarding the US Property. The Wife's contrary explanation is that the Husband moved funds to the US to purchase his cars. Since there is no documentary or reliable evidence to support either party's account, I decline to accept either party's explanation regarding these alleged transactions. Hence, since the Husband has not discharged his burden of proof that the Wife had a 25% beneficial interest in the US Property, her alleged share will not be included as matrimonial assets.

32 With respect to the luxury items owned by the Wife, the Husband takes the position that all such interspousal gifts were paid for using matrimonial funds and ought to be divided between the parties upon divorce. In contrast, the Wife says that items which are pre-marital assets and/or gifts from third parties should not be classified as matrimonial assets. Citing *CLC v CLB* [2023] 1 SLR 1260 ("*CLC*") Ms Gill also submits that the court should exclude the interspousal gifts from the matrimonial assets because there was an unequivocal intention on the part of the Husband to divest his interest in these assets in favour of the Wife. The Husband had not expressed any intention to assume any interest in ornaments for women.

33 I accept the Wife's valuation in relation to the luxury items that she owns (except for the Patek Philippe Rose Gold Diamond Bezel which I will deal with later). I accept that I should take into account the difficulties in selling them as second-hand items. They can sell what they like, but there is no obligation to

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hold a garage sale in a divorce. In any event, the Husband's own valuation does not differ greatly from the Wife's. I accept the Wife's position that pre-nuptial assets and gifts from third parties are not matrimonial assets (*USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*") at [19(d)]). I thus exclude the 13 items which the Wife received as gifts from her parents, her relatives, the Husband's parents, and wedding guests. Gifts to the Wife before the marriage, including those by the Husband, are to be excluded. This leaves the remainder of the items made up of mostly luxury handbags, jewellery, and watches with a total value of $413,687.

34 I am of the view that they should be included as matrimonial assets. The fact that the luxury items given to the Wife by the Husband were for women does not mean that the Husband had a "clear and unequivocal" intention to divest his interests in the asset in favour of the matrimonial pool. If this were the case, the bar to finding that a spousal gift was a complete divestment of the donor spouse's interest in the asset would be too easily cleared. There has to be other evidence to support a "clear and unequivocal" intention on the part of the donor spouse. Accordingly, the luxury items owned by the Wife (amounting to $413,687) are matrimonial assets. As long as a marriage subsists, the husband and wife are the left and right pockets of the same suit.

35 Turning to the Patek Philippe Rose Gold Diamond Bezel, I am unable to accept the Wife's valuation that is based on a discount applied to the retail price. Although the Wife has stated that she does not have the original box and papers for this watch, any discount for these missing items should be applied to the sale price as per the Chrono24 listing. Both parties accept Chrono24 as reflecting accurate representations for such watches. This will be consistent with the approach taken for the valuation of the Husband's many watches (at [9]-[12]

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above). As such, I am of the view that applying a discount to the Husband's valuation of $113,635, $100,000 would be a fair adjustment for the missing items. The Wife does not dispute that this was wholly paid for by the Husband and therefore, should be considered as the Husband's contribution to the matrimonial assets. I accept this as the Wife has clearly not considered this watch to be a gift from the Husband.

36 The Husband says that the Wife had not accounted for the $282,000 which the Wife withdrew from the parties' joint account on 27 July 2020, and $309,282.85 paid as interim maintenance between 30 July 2021 and 28 October 2021. Therefore, they should be treated as matrimonial assets. The Wife disagrees, and claims that they were used for expenses and exhausted. Her claim that she had borrowed from her parents ($149,371.76) to meet her expenses is relevant to these sums of money because it would be double counting to allow a claim for reasonable expenses and yet allow her to deduct loans taken from her parents to meet those very expenses.

37 I accept the Wife's account that her parents had provided her with loans amounting to $149,371.76 to meet her and her children's expenses. The Wife and her parents had regularly recorded the loans and the purposes for them. They are helpful evidence in support of the Wife. The Husband questions why the parents had to lend the money and not just give them to her. Equally, why not? In any event, I accept the Wife's account of her expenditure and the repayment of most, if not all, the monies lent by her parents. Additionally, the various receipts, invoices and supporting cheques adduced by the Wife as evidence of her expenses support her case. I am of the view that the Wife's expenditure of those monies (other than the payment of legal fees) was not unreasonable. Legal costs of matrimonial proceedings should be returned to the

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matrimonial assets as they should be settled by the parties out of their own share of the matrimonial assets after division, and not taken out of the matrimonial pool (*UZN v UZM* [2021] 1 SLR 426 at [44]-[45]; *UFU (M.W.) v UFV* [2017] SGHCF 23 at [105] ; *AQT v AQU* [2011] SGHC 138 at [37]). As such, I add $95,112.69 (which the Wife paid to her previous solicitors) back as matrimonial assets.

38 The Husband objects to the Wife reimbursing her parents with the monies that were supposed to be for her reasonable maintenance, but this objection has no practical effect on the value of the matrimonial assets in the present case. Had I added back the sums paid by the Wife to her parents as reimbursement for the loans to meet her expenses, I would have to deduct an equivalent amount from the Wife's assets in lieu of her debt to her parents pursuant to the very same loans. Therefore, in the interests of expediency, those sums should be regarded as having neither enriched nor depleted the matrimonial assets.

39 In summary, the total value of the matrimonial assets is as follows:

Subtotal for assets under Wife's name	**Subtotal for assets under Husband's name**	**Subtotal for joint assets**
$2,266,034.67	$9,292,408.39	$2,748.46
Direct financial contributions from Wife	**Direct financial contributions from Husband**	
$2,070,921.98	$9,490,269.54	
Total: **$11,561,191.52**		

40 I have now to consider how the assets ought to be divided. Both parties were working and had income throughout the marriage of medium length, and

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contributed to the matrimonial assets. I find the direct contributions of the Husband and Wife to be in the ratio of 82.1:17.9 respectively. As for the indirect contributions, the Husband says that it should be 65:35 in his favour. This is on the basis that he had been the sole contributor to the family expenses throughout the marriage, and had been involved in the Children's lives despite his busy work schedule. He claims that he arranged for helpers to assist the Wife with homemaking, and he had taken good care of the Wife during the marriage. The Wife says that the ratio for the indirect contributions should be 70:30 in her favour. This is on the basis that she had been the primary caregiver of the two Children with minimal input or assistance from the Husband, and she had played a significant role in homemaking and supporting her Husband and his late mother as well.

41 I accept that the Husband had been the sole contributor of money (in addition to his direct contributions to the matrimonial assets) to the marriage, through payment of family expenses throughout the marriage. I also accept and find that the Wife was the primary caregiver of the two Children and had been the sole homemaker. Although I accept that the Husband was present and involved in the upbringing of the Children, it is clear that those were moments between his work. He was a busy working man, running T Ltd, a company employing more than 5,000 employees worldwide. It thus fell to the Wife to bear the more significant role as the Children's caregiver.

42 Given that the Wife bore the significant portion of the child-care and home-making responsibilities, while the Husband contributed significantly to the family expenses, I am of the view that the proportion of indirect contributions to the marriage should be in the ratio of 70:30 in the Wife's favour (*WGE v WFF* [2023] SGHCF 26 at [158]-[162]). As the direct contributions

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ratio is 82.1:17.9 in favour of the Husband, and the indirect contributions ratio is 70:30 in favour of the Wife, the overall (rounded up) contributions of the parties to the marriage should be in the ratio of 56:44 in favour of the Husband.

43 Counsel for the parties have urged me to adjust the division to account for adverse inferences which they say should be drawn against the other party. The Husband asks for an adverse inference to be drawn against the Wife for her non-disclosures of another company she allegedly had interests in ("K Ltd" in Indonesia) and her dissipation of matrimonial assets (her shares in M Ltd). I am of the opinion, that there was nothing untoward about the Wife transferring her M Ltd shares to her parents. I accept that the shares were a gift from the Wife's parents to her when she was young, and that she had transferred the shares back to them at their request, to avoid their gift to the Wife from being wrongly divided as a matrimonial asset.

44 However, the Wife's M Ltd shares are financial resources that should be taken into consideration when determining maintenance. It would be thus more appropriate to consider this factor there (at [53]). The Husband's allegation about the Wife's interests in K Ltd has no basis. He is essentially alleging that because the Wife had put $3,000 towards the financing of K Ltd, she was a part owner and thus should have been able to gain access to the relevant information for disclosure purposes. Given the small sum of $3,000 involved in K Ltd, I accept the Wife's account that the $3,000 was simply a sum she contributed to help her friend launch K Ltd's first event in Indonesia, and that she did not have any interests in the business. I also accept the Wife's account that her friend had already returned her the $3,000 after she started making profits. As such, no adverse inference should be drawn against the Wife for the purposes of division of matrimonial assets.

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45 On the other hand, the Wife asks for an adverse inference to be drawn against the Husband to account for undisclosed assets and/or indeterminable monies in the Husband's possession, and an uplift of 7% to be made to the overall ratio in her favour. The crux of the Wife's claim is that the Husband has received many deposits into his bank accounts allegedly as reimbursements for work — and business-related expenses which turned out to be untrue. The Wife says that this indicates that the Husband is concealing other sources of income and financial resources.

46 I agree with the Wife that an adverse inference should be drawn against the Husband. She has produced evidence of deposits in the Husband's bank accounts (amounting to a discrepancy of at least $2,220,404.62) which he claims to be reimbursements for work and business-related expenses, but turns out to be untrue. T Ltd had written a letter to state that it is unable to disclose the exact breakdown of reimbursements that the Husband had received for work-related expenses on its behalf. Notwithstanding this, T Ltd had provided in the same letter a confirmation of the total sums paid to the Husband as reimbursement for work related expenses for various months spanning November 2017 to August 2020. However, that sum is significantly inconsistent with the Husband's own account of his reimbursements which he says are reflected as various deposits in his bank accounts.

47 For instance, based on the Husband's explanations of his bank statement for October 2018, the Husband would have received a total of $424,560 into his DBS Autosave Account No. xxx-xxxx105-2 as reimbursements from T Ltd for business expenses which the Husband had incurred. However, the letter from T Ltd shows that no reimbursements were given to the Husband in October 2018. This occurred again in the month of January 2019 (and many other

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months too). In January 2019, based on the Husband's explanation of his bank statement for that month, he should have received a total of $304,578.26 into his DBS Autosave Account No. xxx-xxxx105-2 as reimbursements from T Ltd for business expenses. Again, the letter from T Ltd shows that no reimbursements had been given to the Husband in January 2019.

48 Given the inconsistency between the Husband's explanations of many of the deposits into his bank account (for reimbursement of expenses) over a long period of time and the list of monthly reimbursements paid out to the Husband from T Ltd, it is evident that the Husband had concealed other sources of income or undisclosed financial resources. An adverse inference should thus be drawn against the Husband, and a higher proportion of the known assets should therefore be given to the Wife (*Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 at [64]). In the light of the high total value of unexplained deposits into the Husband's account, I am of the view that the overall ratio should be adjusted to 52:48 for the Husband and the Wife respectively. The Husband is thus entitled to $6,011,819.59 and the Wife to $5,549,371.93.

Maintenance for Wife and Children

49 The next issue concerns the maintenance for the Wife and the Children. The Wife asks for $24,934.67 a month as maintenance for herself, consisting of her monthly personal expenses amounting to $17,409.12, her share of household expenses amounting to $9,899.63, and subtracting her monthly take-home income of $2,399. The Wife wants $27,955.47 per month for the Children, which is made up of their monthly personal expenses being $8,156.20, and their share of household expenses being $19,799.27. On top of this $27,955.47, the Wife also asks for the Husband to be responsible for all of the Children's school fees, medical treatment, and to reimburse the Wife for the Children's travel

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expenses of up to $650,000 a year. The Husband disagrees and says that no maintenance should be awarded to the Wife. As for the Children's maintenance, the Husband says that a reasonable quantum of maintenance for the Children is $5,000 a month for both Children (excluding the expenses the Husband would be paying directly for in full, such as school fees, medical treatment and play therapy), with the Husband bearing 70% of the Children's maintenance and the Wife bearing 30% of the Children's maintenance.

50 The expenses claimed by the Wife are as follow:

S/No.	Expense	Amount
Household expenses		
1	Rent	$17,000.00
2	Domestic helper expenses	$1,397.08
3	Utilities	$684.59
4	Household upkeep / Repairs	$683.33
5	Laundry / Drycleaning	$300.00
6	Food and groceries	$2,100.00
7	Entertainment	$3,300
8	Transport	$4,200
9	Straits Times Subscription	$33.90
	Total	$29,698.90

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	Wife's personal expenses	
10	Medical, dental, and eye-care expenses	$1,391.12
11	Apparel and accessories	$800.00
12	Personal grooming	$2,518.00
13	Pilates / fitness classes	$650.00
14	Personal entertainment	$800.00
15	Personal travel	$4,250.00
16	Gifts	$2,300.00
17	Luxury purchases	$4,700.00
	Total	$17,409.12
Children's expenses		
18	School fees	$26.00
19	G's extra-curricular activities	$2,102.65
20	C's extra-curricular activities	$2,292.65
21	Holiday camps	$429.48
22	Medical, dental, and eye-care expenses	$1,296.40.00
23	Play therapy	$1,400.00
24	School-related expenses	$240.00
25	Apparel and accessories	$1,200.00
26	Personal grooming	$500.00
27	Stationery and toys	$500.00

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28	Personal entertainment	$400.00
29	Subscriptions	$74.75
30	Birthday presents	$83.33
31	Birthday parties	$333.34
	Total	$10,878.60

51 It is trite that the court's power to order maintenance is supplementary to its power to order a division of matrimonial assets (*TNL* at [63]; *ATE v ATD* [2016] SGCA 2 at [33]). This means that after the division of matrimonial assets, if the Wife has sufficient resources to maintain herself, there would be no need to order maintenance for the Wife. In the present case, I agree with the Husband that it would be inappropriate to make a further maintenance order for the Wife for the following reasons.

52 First, the Wife is receiving a significant share of the matrimonial assets which amounts to a large sum of $5,549,371.93. After keeping all the assets currently under her name, the Wife should receive a lump sum of $3,283,337.2 from the Husband. This would be adequate and appropriate towards the Wife's maintenance.

53 Secondly, in addition to the Wife's share of the matrimonial assets, I agree with the Husband that the Wife has significant financial resources to help maintain herself. She has at least around $2m of equity in the Goodwood Property that was excluded from the matrimonial assets (being a gift from her parents (at [22]-[27] above). Further, the M Ltd shares which she had transferred to her parents to stow away from the matrimonial assets. Although the shares are not in her name, it is not disputed that they were a gift to her. She maintains

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that it is a pre-nuptial gift and should not be a matrimonial asset. Ms Kee submitted that the M Ltd shares should be included as financial resources available to the Wife, given the non-disclosure of information regarding this asset (at [43] above). I agree with Ms Kee that this should be done. Even on the limited evidence available, M Ltd appears to have substantial resources, especially in its bank accounts. The Wife's beneficial ownership of the M Ltd shares is thus further indication that she has significant financial resources at her disposal. She also has shares in other family companies as further financial resources available to her.

54 Thirdly, I agree with the Husband that the Wife also has a high income of $17,500. Her income should be assessed on the monthly income earned from M Ltd (at $3,000 a month), and the monthly rental income of $14,500 received from Goodwood Property, which she owns.

55 Fourthly, I find that the Wife has a higher earning capacity compared to the current salary she is drawing from her work in her family's company. She has a master's degree in business administration ("MBA") from Loyola Marymount University in the US. I accept the evidence adduced by the Husband that fresh graduates from this MBA programme are expected to have an average salary of USD 107,500 annually, significantly higher than what the Wife is currently making after around 15 years of work in M Ltd. This disparity between what the Wife is presently making after 15 years of work experience, and a fresh graduate from her MBA programme is indicative that the Wife's earning capacity is much higher than her current income from her role in her family's company. She should find gainful employment and earn as much as reasonably possible to contribute to her previous lifestyle and standard of living (*Quek Lee Tiam v Ho Kim Swee (alias Ho Kian Guan)* [1995] SGHC 23 at [22]; *NI v NJ*

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[2007] 1 SLR(R) 75 at [11]; *ATT v ATS* [2012] 2 SLR 859 at [28]). This principle applies with equal force in the present case. The Wife started work in M Ltd sometime in June 2008, three years before her marriage, so it is obvious that she did not reduce her earning capacity because of the family. It was a decision of her own volition, made years before she got married and had children. She continued in this work up to the present time. It is neither fair nor reasonable for the Husband to be responsible for extra maintenance to make up the shortfall between the Wife's higher earning capacity and her actual salary because she chooses to stay at M Ltd and earn a low salary after 15 years of work. To enjoy the luxury she claims, the modern, capable woman, such as the Wife, will have to earn the money for herself.

56 Fifthly, the Wife has asked for travel expenses for the Children of up to $650,000 a year. Since the Children are young and cannot travel by themselves, this must mean that she would be prepared to spend a significant sum on her own travel expenses in conjunction with any travel expenditure of the Children. The Wife's request for up to $650,000 a year for the Children must mean that the Wife was prepared to spend a similar sum on herself. This further indicates to me that she is financially self-sufficient. But, in this regard, $650,000 as an annual travel expense for the Children is clearly excessive.

57 For the above reasons, I make no order for the maintenance of the Wife. Furthermore, many of the expenses that she is claiming, are, in my view, unreasonable. This includes the $10,000 a month in maintenance for the purposes of gifts, travels, and luxury purchases for herself. Gifts are voluntary in nature and if the Wife wants to give gifts to third parties like her friends and family, she should do so personally, and not expect the Husband to pay for it. The same goes for luxury items and her travels. It is also not right for her to ask

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for $17,000 a month as rental expenses when she is the owner of Goodwood Property for which she is collecting a monthly rental of $14,500. The Husband should not be required to pay for rental expenses when the Wife is drawing rental income from another property that she owns. Rental expenses are generally ordered if a wife has insufficient resources to secure adequate accommodation for herself and the children. This is not such a case.

58 As for the Children's maintenance, I accept the Husband's position that he is to make direct payment for agreed activities in full. This includes school fees, medical expenses, play therapy and other extra-curricular activities as agreed. In my view, it is sensible for the Husband to pay for agreed activities directly because the activities may change over time as the Children grow up and have different interests. This order will give the parties the flexibility to deal with changes in the expenses of the Children. I am making the order as a global sum payable as maintenance instead of adjusting each of the remaining items of expenses individually so as to give the Wife some flexibility to apply this portion of the Children's maintenance as she thinks fit.

59 Other than the direct payment in the previous paragraph, I order a sum of $10,000 a month for the Children's maintenance. This sum comprises other miscellaneous expenses for the Children, and their share of the household expenses.

60 Both parents have a shared duty to maintain children, although their specific obligations differ according to their means and capacities. See: (*AUA v ATZ* [2016] 4 SLR 674 at [41]; *TIT v TIU* [2016] 3 SLR 1137 at [61]). On the facts, I find that it is reasonable for the Husband and Wife to bear the Children's maintenance in the ratio of 80:20. For avoidance of doubt, this

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apportionment between Husband and Wife is only to apply to the sum of $10,000 a month fixed as the Children's maintenance. The Husband remains responsible for making any necessary direct payments of the Children's expenses. The Husband's payment of the Children's maintenance is backdated to March 2022.

61 Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Kee Lay Lian and Shawn Teo Kai Jie (Rajah & Tann Singapore LLP)
for the plaintiff;
Foo Siew Fong and Gill Carrie Kaur (Harry Elias Partnership LLP)
for the defendant.

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