

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 17

Divorce Transferred No 4968 of 2019

Between

WVS

... Plaintiff

And

WVT

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division]
[Family Law — Custody — Care and Control]
[Family Law — Maintenance — Child]

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WVS

v

WVT

[2024] SGHCF 17

General Division of the High Court (Family Division) — Divorce Transferred
No 4968 of 2019
Choo Han Teck J
23 January 2024

19 March 2024

Judgment reserved.

Choo Han Teck J:

1 The parties were married on 2 May 2001, and interim judgment was granted on 23 December 2019. They have three children, aged 15, 13 and 11. The 13-year-old is the daughter, the other two are their sons. The plaintiff wife (“the Wife”) owns diverse businesses, the defendant husband (“the Husband”) owns a minimart. The parties are before me for:

- (1) the division of matrimonial assets;
- (2) care and control of the children; and
- (3) children maintenance.

2 I first deal with the valuation of the undisputed matrimonial assets:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held by Husband and Wife				
1	Teck Whye Property	\$1,349,190.49	\$1,349,190.49	\$1,349,190.49
2	Owen Road property	\$866,241.85	\$866,241.85	\$866,241.85
3	Sale proceeds from Australian property	\$162,357.11	\$162,357.11	\$162,357.11
4	Sale proceeds from Rosewood Drive property	\$198,980.00	\$198,980.00	\$198,980.00
5	MG PL	\$586,500.00	\$586,500.00	\$586,500.00
6	MI Holding LLP	\$441,700.00	\$441,700.00	\$441,700.00
7	Maybank account	\$1,130.00	\$1,130.00	\$1,130.00
8	NAB Account	\$2,608.85	\$2,608.85	\$2,608.85

Husband's assets				
9	CPF accounts	\$214,737.97	\$214,737.97	\$105,151.92 + \$56,001.44 + \$53,584.61 = \$214,737.97
10	POSB savings account	\$12,120.93	\$12,140.43	\$12,130.68
11	AIA insurance policies	\$25,605.69	\$25,605.69	\$25,605.69
12	Singtel shares	\$1,501.64	\$1,501.64	\$1,501.64
13	“AEA”	\$188,861.00	\$188,861.00	\$188,861.00
14	Shares in “M PL”	\$58,049.25	\$58,049.25	\$58,049.25
Wife's assets				
15	Cashew Heights property	\$709,014.57	\$709,014.57	\$709,014.57
16	Sale proceeds from Toyota car	\$73,000.00	\$73,000.00	\$73,000.00
17	AIA insurance policies	\$76,272.93	\$76,272.93	\$43,265.88 + \$33,007.05 = \$76,272.93
18	Shares in MG 2	\$472,200.00	\$472,200.00	\$472,200.00

19	Shares in Federal Int.	\$3,540.00	\$3,540.00	\$3,540.00
20	Bank of China account	\$3,519.07	\$3,519.07	\$3,519.07
21	DBS Autosave account	\$381,437.10	\$381,437.10	\$381,437.10
22	UOB current account	\$4,900.52	\$4,900.52	\$4,900.52
23	CPF accounts	\$360,318.97	\$360,318.97	\$117,622.69 + \$59,443.82 + \$183,252.46 = \$360,318.97

3 The quarrel over the Husband's POSB savings account obtained on the IJ date is over \$20, due to values taken at different times of the same day. I thus take the average of the two values, which is \$12,130.68.

4 My decision regarding the rest of the matrimonial assets are as follows:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Joint assets				
1	Matrimonial Home	\$359,000.00	\$489,000.00	\$489,000.00
2	Rental proceeds from Teck Whye Property	\$0	\$227,309.42	\$151,539.47

3	Rental proceeds from Owen Road property	\$0	\$264,844.47	\$0
4	Rental proceeds from Rosewood Drive property	\$0	\$65,028.00	\$65,028.00
5	OCBC Easisave account	\$6,293.84	\$2,141.59	\$2,141.59
6	UOB Privilege account	\$3,840.99	-\$241.56	-\$241.56
Husband's assets				
7	Clementi Avenue property	\$494,405.71	\$1,061,072.37	\$144,405.71
8	CPF Investment accounts	\$0	\$134,205.91 + \$14,064.57 = \$148,270.48	\$0
9	Maybank current account	Not a matrimonial asset	\$44,478.59	\$44,478.59
10	DBS account	\$10,958.77	\$29,923.48	\$10,958.77
11	GT Pte Ltd	\$0	\$10,500	\$0

12	NTUC Fairprice shares	NIL	Adverse inference against Husband	<i>De minimis</i> value
Wife's assets				
13	AIA Financial Guardian Life Insurance Policy	\$36,856.00	\$32,647.85	\$32,647.85
14	100% of MG 1	\$133,600.00	Not a matrimonial asset	\$133,600.00
15	50% of MG (BK)	\$82,858.50	Not a matrimonial asset	\$82,858.50
16	Shares in W Holdings Pte Ltd	\$453,100.00	\$100.00	\$150,000.00 (startup capital)

5 As to the Matrimonial Home (at Blk xxx Segar Road), the Wife's valuation was obtained at 7 March 2023, while the Husband's was on 11 September 2020. The Wife's valuation is closest to the AM hearing date. The Wife objected to the Husband's updated values in affidavit because it was in breach of my directions. I find that those values do not differ materially with the Wife's valuation. Thus, a reply from the Wife is not necessary, and I accept the Wife's valuation of the Matrimonial Home at \$489,000. The parties had purchased several properties in their joint names, and company names, and rented them out. The properties were mortgaged, and the rental proceeds paid for the mortgage and expenses. They agreed that the Husband be solely

responsible for the collection of rent, and the renewal of tenancy agreements. This applies to the Teck Whye, Owen Road and Rosewood Drive properties.

6 The rent from the Teck Whye property were deposited into their joint OCBC bank account, as agreed. This property was purchased on 9 January 2013, and has been rented out to date. The Wife alleges that there are unaccounted rental proceeds that should be added back into the pool of matrimonial assets. In an elaborate spreadsheet, she shows the expected rental proceeds from each property, and the total expected rent. Her counsel submitted that there is a discrepancy of \$227,309.42. On the other hand, the Husband says that all the rents have been accounted for. He denies that he had used the rental proceeds for his personal expenses because the monthly mortgage instalments have always been paid on time, and no arrears have accrued.

7 I find that although the monthly mortgage instalments were paid on time without any arrears, there is indeed a discrepancy between the expected rental proceeds and the actual rental proceeds deposited. The discrepancy arises from the months where no rent was deposited into the account. For instance, no deposits were made for a full year's worth of rent from the tenant, My Tuition Class, in 2017. That amounts to \$28,800 (12 months x \$2,400/month). At least eight months' worth of rent from the tenant, YIS Living Pte Ltd ("YIS"), were not deposited into the account. During five of those eight months, the Husband had deposited the rents (totalling \$44,000) into the parties' other joint accounts, presumably to pay off the loans on other properties. Those were the months of June 2018, August 2018, September 2018, November 2018, and January 2019. This leaves the rents for May 2019, July 2019, and November 2019 unaccounted for, which amount to \$26,400 (3 months x \$8,800/month).

8 In some months, the Husband deposited the rent from YIS into his personal DBS bank account. He used them to pay certain (shared) expenses first, and then transfer the balance to the joint OCBC account. That is why instead of the full \$8,800, a smaller amount of money was deposited into the joint OCBC account. Based on the bank statements, this had occurred in the months of August 2019 (\$6,000.00), September 2019 (\$3,735), October 2019 (\$5,697.23), December 2019 (\$3,596.55), January 2020 (\$3,800.00), February 2020 (\$4,529.17), and March 2020 (\$4,412.00), and these smaller deposits totalled \$31,769.95. This led to a discrepancy of \$29,830.05 between the expected rent and the actual deposited rent (7 months x \$8,800/month – \$31,769.95). In my view, the Husband is not entitled to do so because the parties had agreed to use the rental proceeds to pay the monthly mortgage instalments and expenses relating to that property. However, the Husband had utilised the rental proceeds to pay the maid's salary and expenses arising from other properties, from which both benefitted. The Husband does not dispute the expected rent, and has no reasonable explanation for the discrepancy between the expected and actual sums deposited. I am of the view that it is just and equitable to add the unaccounted rental proceeds to the pool of matrimonial assets. But this is not a finding that the Husband had misappropriated the rental proceeds for his own use. The unaccounted rental proceeds thus amount to \$151,539.47 (\$227,309.42 – \$31,769.95 – \$44,000).

9 The Wife further asks for an adverse inference to be drawn against the Husband because she claims that he under-declared the rent income received. She believes this to be the fair market value based on similar properties in the same neighbourhood, which is \$14,000 a month, higher than what the \$11,000 (\$8,500 + \$2600) that the Husband offered their tenants. In my view, there is no merit to these arguments because the tenancy agreements and bank statements

already show a sufficiently coherent account of the actual rental rates provided by the Husband. It is the actual rental and not the fair market rate that should be taken as what the parties received during their marriage.

10 Similar arguments were made in relation to the Owen Road property. The purchase of the Owen Road property was completed on or around 29 August 2013, and rented out to date. The rental proceeds of the Owen Road property were, as agreed between both parties, to be deposited into their joint UOB bank account. In another elaborate excel spreadsheet, the Wife states the expected rental sums and the actual deposits made to show the discrepancy, attached with the relevant bank statements in support of her allegation — that a total of \$264,844.47 of unaccounted rental proceeds was not deposited into the joint UOB account. The Husband says that the monthly rent was insufficient to cover the mortgage instalments and he had to pay the balance, so he could not have misappropriated the rental proceeds for his own use.

11 Based on the UOB bank statements and the tenancy agreements, I am unable to determine whether there is a discrepancy between the expected and actual rent collected. The deposits made into the account from 2013 to May 2018 were recorded without identifying the respective sources, so it is unclear whether the deposits were rental deposits or deposits from other sources. For instance, the monthly statements show that there were cheque deposits of about \$2,000. These deposits were proximate but not equal to the amounts stipulated in the tenancy agreements (\$2,200 and \$2,300), and more problematically, these deposits were not recorded as “rent” from a particular tenant — unlike the OCBC bank statements (in relation to the Teck Whye property) that had specified the source of the deposits. Thus, it would be arbitrary to regard some

deposits of \$2,000 as rental deposits, and disregard other amounts as deposits from rent.

12 The Husband's case is more consistent with the objective evidence before me. He adduced the relevant bank transaction receipts and cheques from September 2018 to March 2020, and I find that they are consistent with his account. In particular, there were irregular and partial payments of rent from the tenant staying on the upper floor of the Owen Road property. Hence, the total monthly rent would have been insufficient to cover the mortgage instalments. For instance, in March 2019, instead of the full sum of \$2,200, the tenant only paid \$1,000. The total rental proceeds for that month, including rent from the other two tenants, would thus have been \$5,462.45 (\$1,000 + \$1,900 + \$2,562.45). The loan payment that month was \$6,989.36.

13 The bank statements reveal that the total monthly rent under the tenancy agreements would not have been sufficient to break even if the monthly rent was paid up in full by all the tenants, considering all the other expenses such as property tax and utilities expenses, in addition to the monthly loan payments even if the monthly rent was paid up in full by all the tenants. For instance, using the same month in March 2019, the total expenses including loan payment would have at least been \$7,821.23 which is greater than the full rental sum, \$6,662.45, expected to be received that month. I thus incline to the Husband's account, and do not add the \$264,844.47 to the pool of matrimonial assets.

14 The Wife makes the same argument regarding the rental proceeds \$65,028.00 from the Rosewood Drive property. This property was purchased in June 2012 and sold in February 2020. It was rented out during that period and the rental proceeds were to be deposited into the parties' joint Maybank account.

It is undisputed that in some months, the rental proceeds were insufficient to cover the loan payments, because there were periods where there were no tenants. The Wife's contention relates to the periods when the property was rented out where she says that there had been unaccounted rental proceeds. Based on the tenancy agreements and Maybank bank statements, I find that there is indeed a discrepancy between the expected and actual rental proceeds received. The Husband claims that at least three of the tenants defaulted midway through their lease. However, he has no supporting evidence. His bare assertion does not convince me. If the tenants had defaulted, he should have some correspondence regarding the defaults. The rental proceeds of \$65,028.00 ought to be added to the pool of matrimonial assets.

15 As for the parties' joint OCBC and UOB bank account balances, I accept the Wife's valuations as her valuation dates are closest to the AM hearing date. That would be \$2,141.59 for the joint OCBC account and -\$241.56 for the joint UOB account.

16 Turning to the Clementi Avenue property, the Husband says that it is not a matrimonial asset because he inherited the property in 2009 from his father. His father purchased the property in 1990. When he died in 2009, the Husband and his mother became joint owners of the property, which was then not fully paid up, and the outstanding mortgage payable is being paid by its rental proceeds. It is undisputed that the Husband and his mother earn rental income of about \$8,000 monthly, of which \$4,000 is used to pay the mortgage instalments from this property. The balance is for their personal use. The Wife says that those rental proceeds are marital funds, and the property should be a matrimonial asset.

17 In my view, although the property was inherited in 2009, the mortgage payments were made using the rental proceeds acquired during the marriage. In other words, the property was partially paid for during the marriage. For such an asset, rather than regarding the entire property as a matrimonial asset, only that portion of the value of the asset that was acquired during the marriage should go into the pool of matrimonial assets (*USB v USA and another appeal* [2020] 2 SLR 588 at [19(c)]). The just and equitable way to determine the proportion of the value of the asset is the exact sum paid to reduce the mortgage loan. The outstanding mortgage was approximately \$200,000 when he inherited the property in 2009. Shortly after, an additional mortgage of \$300,000 was taken out. Given that parties do not dispute the outstanding mortgage as of 31 December 2020 to be \$211,188.59, the value of the Clementi Avenue property as matrimonial asset is \$144,405.71, which is 50% of (\$500,000 – \$211,188.59).

18 As for the Husband’s (alleged) CPF Investment Accounts, the statement relied on by both parties shows that the Husband did not set up a CPF Investment Account. The amounts shown on the statement merely reflect the funds in the Husband’s Ordinary and Special Accounts that are available for investment, and not the funds that have been withdrawn for CPF investments. That the Husband has no CPF investment account is consistent with the “–” reflected under the “net amount used”, and I thus find accordingly.

19 Next, I consider whether the Husband’s Maybank joint account with his mother should be considered a matrimonial asset. This account takes the rental proceeds of the Clementi Avenue property. The Wife says that those rental proceeds are earned in the course of their marriage and so 50% of the account balance ought to be included in the pool of matrimonial assets. The Wife’s

position is correct at law, and I order that \$44,478.59 being 50% of the Husband's Maybank account, be part of the matrimonial assets.

20 As for the Husband's DBS account balance, I accept the Husband's valuation at \$10,958.77 because it is the closest to the IJ date. The Wife's valuation is obtained as of 31 March 2020, whereas the Husband's valuation is obtained as of 30 September 2019. As for the Husband's company GT Pte Ltd, the valuation report (dated 31 December 2021) relied on by both parties indicates that the value of the company is nil because it had been struck off since 4 October 2021. The Wife, however, says that the paid-up capital of \$10,500 by the Husband into the company should be added back to the pool of matrimonial assets. But that asset is gone, and, accordingly, I accept the value of GT Pte Ltd to be \$0.

21 The Wife alleges that the Husband owns shares in NTUC Fairprice, because the bank statement of June 2020 showed a dividend payment of \$79.85 from NTUC Fairprice. She also points to the Husband's payment of \$9 monthly for the NTUC membership from March to June 2020. She claims that the Husband has not disclosed how many shares he owns in NTUC Fairprice, and asks that an adverse inference be drawn against him. I reject the Wife's contentions. The Husband has explained in affidavit that the NTUC membership entitles one to dividends if one subscribes to 20 NTUC FairPrice shares at \$1 each. I am of the view that these shares are of *de minimis* value, and accordingly exclude them from the matrimonial pool. Turning to the Wife's AIA Financial Guardian Life Insurance policy, the dispute is over its valuation. Its full surrender value is \$36,856, which is the position the Husband takes. The Wife says that only a proportion of the full surrender value ought to be added into the matrimonial pool, because the policy was purchased prior to the

marriage. Her valuation is \$32,647.85. I accept the Wife's submission, as the insurance policy here is an asset that was partially paid for during the marriage. Thus, only the proportion of the value of the asset that was acquired during the marriage goes into the pool (*USB v USA* at [19(c)]).

22 As for the Wife's company MG 1, the Wife says that it is not a matrimonial asset because it was incorporated in 2005 when parties were living separately, and all direct financial and indirect contributions towards the company were made by the Wife. Even after the parties reconciled in 2007, the Wife says that the Husband has not made any contributions to the company. In my view, MG 1 ought to be regarded as a matrimonial asset. Although it was incorporated when parties were living separately, the company continued to operate after the parties reconciled in 2007, up until 30 January 2023 when it ceased business operations. Thus, it cannot be said that the asset was not acquired during marriage, and I accept the parties' valuation of the business at \$133,600. The Wife makes the same argument in relation to her 50% share in the company MG (BK), which was also incorporated while parties were living separately, but it has continued its operations to-date. For the same reasons above, I add the Wife's 50% share in MG (BK), valued at \$82,858.50, into the pool of matrimonial assets.

23 The Wife claims that W Holdings Pte Ltd ("W Holdings") is not a matrimonial asset because it was incorporated on 2 January 2020, a week after the IJ date. However, she says in affidavit filed on 15 March 2021, which the Husband relies on, that the entire startup capital for W Holdings was derived from the net profits that W Bakery Sin ("W Bakery"), a company incorporated in 2018 during the marriage, made in 2019. In the same affidavit, she says that W Holdings was incorporated "with the intention of transferring all of W

Bakery Sin's businesses and operations to [W Holdings]", and W Bakery Sin has ceased operations upon doing so. These statements are supported by evidence of W Bakery's financial statements in 2019 and W Holding's general ledger at the time of incorporation.

24 However, that is not the Wife's position in her later submissions. She now says that only \$100 from W Bakery went into the capital for W Holdings. She claims that W Holdings was funded by her family company, SHB. I am unable to accept these claims. They are self-serving and not supported by the evidence she adduced. That SHB entered into business arrangements with W Holdings after its incorporation is not material to the source of its startup capital. The evidence merely shows that W Holdings has been making payments to SHB after incorporation but does not show that W Holdings' startup capital came from SHB. I accept the Wife's claim that SHB's business arrangements with W Holdings, which has continued to-date, played a pivotal role in W Holdings' early development, but W Holdings' startup capital was derived from the W Bakery's (which would have been a matrimonial asset) net profits. I am thus of the view that the \$150,000 ought to be returned to the matrimonial pool, but W Holdings itself is not a matrimonial asset.

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

Subtotal for assets under Husband's name	Subtotal for assets under Wife's name	Subtotal for joint assets
\$700,729.30	\$2,483,309.51	\$4,316,175.80
Total: \$7,500,214.61		

26 I now consider the appropriate division ratio to apply, beginning with the direct financial contributions towards the parties' joint assets. The matrimonial home was purchased at \$245,200.00 on 1 September 2000. Based on the CPF statements adduced by both parties, I find their CPF contributions towards the matrimonial home to be \$37,713.96 for the Husband and \$161,091.48 for the Wife respectively. The parties disagree on who paid the initial cash deposit of \$19,686. Neither has evidence to support their respective positions and I thus find it just and equitable to split the contributions towards the cash deposit equally. As for the renovation costs, the Wife says that she paid \$40,000 of the total \$80,000 and the Husband says he paid the remaining \$40,000. Although the Wife denies that the Husband paid the remaining \$40,000, the parties have not adduced any evidence as to the renovation costs. I thus find that each party had paid \$40,000 each towards the renovations. The parties' direct financial contributions towards the matrimonial home are:

S/N	Item	Husband's contributions	Wife's contributions
1	CPF contributions	\$37,713.96	\$161,091.48
2	Cash payments	\$196,083.00 (\$186,240.00 + \$9,843.00)	\$9,843.00
3	Renovation Costs	\$40,000.00	\$40,000.00
	Total	\$273,796.96	\$210,934.48
	Percentage	56.5%	43.5%

	Proportion of net value	\$276,208.02	\$212,791.98
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27 Turning to the Teck Whye property, it was purchased on 9 January 2013 at \$2,130,000. The parties took out a loan of \$450,000 from the Wife's mother to make the initial downpayment for the property, and a term loan from OCBC for the rest of the purchase price. It is undisputed that the term loan is paid by the monthly rental proceeds of the property, and the parties' contributions for that is 50:50. What is in dispute is the parties' contributions towards the repayment of the loan from the Wife's mother. The Wife says that it was paid off solely by her, while the Husband says that it was paid by the profits earned from their joint company MG PL, and thus should be split in a 50:50 manner. I find that the repayment of the loan for the initial downpayment was not paid by the Wife solely, but by the profits derived from the parties' business. It is clear to me that the parties had capitalised on the success of their joint business (NG shop from 2007 to 2017) by using the profits earned to invest in multiple properties, of which some were also rented out to generate passive income.

28 What is left is how the profits earned from the parties' joint business be apportioned. The Wife's case is that her contributions towards the joint business are significantly higher than the Husband's contributions, and his contributions have been duly compensated for. She says that the Husband was paid \$50,000 to give up his stake in their joint business. Thus, her position is that the profits earned from the joint business should be attributed fully to her. The Husband's case is that their contributions are equal, and he was not compensated for his stake. He says that he had voluntarily given up his stake to salvage the marriage, because the Wife had threatened to file for divorce and cease her involvement in all business operations. I am of the view that the just and equitable attribution

of profits earned from NG shop is 65:35 in favour of the Wife. The parties' contributions to the start-up capital were about equal. The Wife was the one with the experience, having managed a similar business before the incorporation of NG shop. In 2014, the business expanded to 12 outlets. The Wife was also working for her family business concurrently, so I accept that the Husband assisted with their joint business where he could. The agreement for the Husband to oversee the rent collection and renewal of tenancy agreements of the various properties is also indicative of the Wife's heavier involvement with the operations of NG shop over the years. Accordingly, I find the Husband's contributions to the initial downpayment to be \$209,928.01 (35% of \$599,794.31), and the Wife's contributions to be \$389,866.30. The parties' direct financial contributions towards the Teck Whye property are as follows:

S/N	Item	Husband's contributions	Wife's contributions
1	Initial downpayment	\$209,928.01	\$389,866.30
2	Arrears of mortgage instalment payment	\$10,564.46	\$10,564.46
3	Rental proceeds to pay loan	\$155,625.30	\$155,625.30
	Total	\$376,117.77	\$556,056.06
	Percentage	40.3%	59.7%
	Proportion of net value	\$544,377.56	\$804,812.93

29 As for the parties' direct contributions to the Owen Road property, I find that the initial cash payments derived from the net profits of the parties' joint business ought to be attributed 65:35 in favour of the Wife, for the reasons stated above (at [28]). That would be \$220,500 (35% of \$630,000) for the Husband and \$409,500 for the Wife. Thus, their direct contributions to the Owen Road property are as follows:

S/N	Item	Husband's contributions	Wife's contributions
1	Initial cash payments	\$220,500.00	\$409,500.00
2	Rental proceeds to pay loan	\$126,454.26	\$126,454.26
	Total	\$346,954.26	\$535,954.26
	Percentage	39.3%	60.7%
	Proportion of net value	\$340,404.80	\$525,837.05

30 As for the parties' Australian property, I find that it was funded in the same manner as the previous properties. Therefore, the direct financial contributions are as follows:

S/N	Item	Husband's contributions	Wife's contributions
1	Initial cash payments	\$28,000.00 (35% of \$80,000)	\$52,000.00 (65% of \$80,000)
2	Mortgage instalments	\$38,187.51	\$38,187.51

	Total	\$66,187.51	\$90,187.51
	Percentage	42.3%	57.7%
	Proportion of net value	\$68,719.50	\$93,637.61

31 As for the Rosewood Drive property that was funded in a similar manner as the properties above, the same findings above (at [37]) would therefore apply, and the parties' direct contributions are as follows:

S/N	Item	Husband's contributions	Wife's contributions
1	Initial cash payments	\$207,837.35 (35% of \$593,821)	\$385,983.65 (65% of \$593,821)
2	Mortgage instalments	\$57,109.95	\$57,109.95
	Total	\$264,947.30	\$443,093.60
	Percentage	37.4%	62.6%
	Proportion of net value	\$74,457.87	\$124,522.13

32 Given that the parties' joint OCBC, UOB, Maybank and NAB accounts were used to hold the profits from NG shop, the parties' direct contributions for these accounts will similarly be in the 65:35 ratio in favour of the Wife. The direct contributions are therefore \$3,665.27 for the Wife, and \$1,973.61 for the Husband.

33 The companies MG PL and MI Holding LLP are shell companies that hold properties on behalf of the parties. Those properties were similarly purchased with the profits derived from NG shop, and the direct contributions ratio would therefore be 65:35 in favour of the Wife. Accordingly, the parties' direct contributions towards MG PL are \$381,225 for the Wife and \$205,275 for the Husband; direct contributions towards MI Holding LLP are \$287,105 for the Wife and \$154,595 for the Husband. As for the unaccounted rental proceeds added to the matrimonial pool, the parties' direct contributions are split equally, which would be \$108,283.74 each.

34 The direct contributions of parties to the matrimonial assets are thus as follows:

Asset	Husband's direct contributions	Wife's direct contributions
Joint assets	\$1,754,020.02	\$2,562,155.79
Husband's assets	\$700,729.30	\$0
Wife's assets	\$0	\$2,483,309.51
Total:	\$2,454,749.32	\$5,045,465.30
Ratio:	33	67

35 As for the parties' indirect contributions, I am of the view that a 50:50 ratio would be just and equitable in the circumstances. I find that while the Wife had devoted most of her time and effort in managing the parties' businesses and her family business, the Husband was more involved with the children's education, activities, and daily needs. Given that the direct contributions ratio is 67:33, and the indirect contributions ratio is 50:50, the final ratio is thus 59:41 in favour of the Wife.

36 I deal next with the dispute over the care and control of the three children. Under the interim orders granted on 26 November 2020, the children stay with the Husband with access granted to the Wife. The children were 11, 9 and 7 years old then, they are now 15, 13 and 11 years old respectively. The Wife hopes to have shared care and control of the children, while the Husband wishes to retain sole care and control of them. Having gone through the relevant counselling report and the custody evaluation report, and taking into account the totality of circumstances, I am of the view that the care and control of the children shall remain with the Husband, with access granted to the Wife. In assessing what is in the children's best interests, I have considered their wishes and independent opinion, given that they are of sufficient age to express them coherently. In my view, it would be disruptive to implement shared care and control, not just practically but also emotionally, given how different the parenting styles are.

37 In the circumstances, I make the following orders:

- (a) The Husband shall have sole care and control of the children;
and
- (b) The Wife shall be granted access to the children as follows:
 - (i) Every Saturday 10am to 10pm (no overnight access);
 - (ii) Every Wednesday after school (or from 12pm in the event that there is no school) to 10pm, at the Husband's place of residence.
 - (iii) Parties are at liberty to correspond and agree on alternative weekday if that Wednesday of that week is unsuitable.

- (iv) Parties are at liberty to correspond and agree on overnight access for any of the children on any day of the week, depending on the preferences of the child or children;
- (v) With respect to the children's holidays:
 - (A) Alternate public holiday access from 10am to 8pm;
 - (B) Half of June school holidays (with overseas and overnight access); and
 - (C) Half of November-December school holidays (with overseas and overnight access);
 - (D) Chinese New Year eve and the first day of Chinese New Year (with overseas and overnight access), but this is to alternate every year.
- (c) Both parties to have full access to the children's school records, report books and examination results from the school.

38 I deal finally with the issue of maintenance for the children. The Husband earns about \$5,000 a month and the Wife, \$6,397.50. Having regard to the parties' positions on the children's estimated expenses, I am of the view that a reasonable estimate of each child's monthly expenses is about \$1,500, inclusive of their tuition fees and medical expenses. In my view, this is to be shared 55:45 between the Wife and the Husband respectively, which is \$2,475 for the Wife and \$2,025 for the Husband. The Wife moved out of the matrimonial home in May 2018, so she owes arrears of the children's maintenance. She had paid some expenses for the children even when they were living separately, but there is no evidence for a determinative finding. In the

circumstances, I order that the arrears be paid in the form of a lump sum payment of \$100,000.

39 Each party to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Linda Joelle Ong and Satviender Kaur Nijer (Engelin Teh Practice
LLC) for the plaintiff;
Yu Gen Xian, Ryan (Aspect Law Chambers LLC) for the defendant.
