

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2024] SGHCF 37

Divorce (Transferred) No 3527 of 2021

Between

XEB

... Plaintiff

And

XEC

... Defendant

JUDGMENT

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

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XEB

v

XEC

[2024] SGHCF 37

General Division of the High Court (Family Division) — Divorce
(Transferred) No 3527 of 2021
Choo Han Teck J
27 September 2024

17 October 2024

Judgment reserved.

Choo Han Teck J:

1 The plaintiff (the “Husband”), aged 55, is a Singapore citizen and the managing director of various family businesses. The parties dispute his precise salary, but it is at least \$11,000. The defendant (the “Wife”), a homemaker aged 53, is a Japanese citizen and a Singapore Permanent Resident. Her highest educational qualification is from high school. They married on 24 January 1996 but had lived separate lives in separate rooms of the matrimonial home since 2006. They have three children aged 27, 25 and 23 respectively. The eldest child is a university graduate, the middle child is doing a diploma in a local university, and the youngest child is studying at a local polytechnic. The Husband commenced divorce proceedings on 27 July 2021, and moved out of the matrimonial home on 2 October 2021. Interim judgment (“IJ”) was granted on 22 February 2022.

2 The parties accept that the court should use the IJ date, *ie*, 22 February 2022, to determine which assets fall under the matrimonial asset pool. However, the value of the matrimonial assets and liabilities are normally ascertained as at the date of the hearing of the ancillary matters (“AM”), that is, 27 September 2024 in this case. The exception is that the balances in bank and Central Provident Fund (“CPF”) accounts are to be valued as at the IJ date (22 February 2022 in this case). This is also the Wife’s position. The Husband says that the date for valuing the matrimonial assets should be in “Year 2022”, but gave no reasons for departing from the general position. The Wife is correct.

3 The Husband’s counsel, Mr Sarindar Singh, did not provide valuations for some of the matrimonial assets and many of the Wife’s expenses in the Joint Summary. Counsel are reminded that the Joint Summary are binding on the parties. The reminder is in the Joint Summary itself. I thus take the parties’ positions as stated in the Joint Summary in determining the matrimonial asset pool and the Wife’s expenses. Where no valuations are given by one party, I will accept that of the other’s, where they are supported by evidence.

4 I ascertain the pool of matrimonial assets as follows:

S/N	Asset	Husband’s Case	Wife’s Case	Court’s Decision
Assets that are jointly held by Husband and Wife				
1	Matrimonial home	\$3,265,665.29	\$3,173,832.41	\$3,475,000 – (\$301,167.59 – \$2,821*8) = \$3,196,400.41
2	Joint DBS Savings Account	\$53.57	\$7.57	\$7.57 as at 22 February

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
	(ending with 898)			2022 (as per bank statement)
3	Joint DBS Autosave Account (ending with 62-0)	No valuation given	\$31.00	\$31 as at 22 February 2022 (as per bank statement)
Husband's assets				
4	Bank accounts	\$7,759.61	\$7,759.61	\$7,759.61
5	Great Eastern SupremeHealth policies	\$0	\$0	\$0
6	Car (Nissan Qashqai)	No value provided, but he claims that it is a matrimonial asset	\$47,000, but she claims that it is not a matrimonial asset	\$76,226.67 as at AM hearing date
7	Husband's 1,240 out of 11,200 shares in [A] Pte Ltd	\$222,098.23 as at 31 December 2022	\$1,069,502 as at 30 June 2023	\$1,069,502
8	Husband's 200,000 out of 500,000 shares in [B] Pte Ltd	\$1,007,302.91	\$1,271,484.50 as at 30 June 2023	\$1,271,484.50
9	Husband's 100,000 out of	-\$466,930.25	\$0 as at 30 June 2023	\$0

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
	500,000 shares in [C] Pte Ltd			
10	Husband's 30,768 out of 38,460 shares in [D] Pte Ltd	-\$10,446.58	\$0 as at 31 December 2020	\$0
11	Husband's 1 out of 2 shares in [E] Sdn Bhd	No value provided	\$0 as at 30 June 2023	\$0
12	CPF Ordinary Account	\$24,713.39 as at 6 April 2022	\$13,145.75 as at 22 February 2022	\$26,961.33
13	CPF Special Account	\$217,685.51 as at 6 April 2022	\$186,004.61 as at 22 February 2022	\$216,305.57
14	CPF Medisave Account	\$64,687.50 as at 6 April 2022	\$61,259.62	\$65,990.00
15	Sums purportedly transferred out by Husband	\$0	\$12,150.30	\$0
Wife's assets				
16	[G] (sole proprietorship)	Value not provided	\$11,539 as at 28 February 2022	\$11,539.00
17	DBS Savings Accounts		\$5,953.96 as at 22 February 2022	\$2,720.98 + \$1,573.68 + \$1,659.30 = \$5,953.96

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
18	CPF Accounts		\$41,961.11 as at 22 February 2022	\$13,045.52 + \$12,142.56 + \$16,773.03 = \$41,961.11
19	Jewellery and other wedding gifts		\$5,000, but not matrimonial assets	Not matrimonial assets
Total:			\$5, 990,122.73	

5 I deal first with the matrimonial home (item 1). The Husband obtained a valuation of the house at \$3.4m. The Wife obtained one that valued it at \$3.55m. I take the average of these two valuations (which is also what the Wife did). The Husband said that the outstanding mortgage loan as at 12 September 2024 is \$184,336.71, but the evidence does not support his claim. The Wife produced documentary evidence showing that the outstanding loan as at January 2024 is \$301,167.59. That document also shows that the monthly instalment payment is \$2,821. I thus find that the outstanding loan as at the date of the AM hearing is \$278,599.59 (*ie*, \$301,167.59 – \$2,821 x 8). The value of the matrimonial home should therefore be \$3,196,400.41.

6 For item 6, the car, the Wife claims that it was a gift by the Husband and she was the only one who drove it. She thus asserts that the car is not a matrimonial asset. All “pure” inter-spousal gifts, *ie*, where the gift is not acquired by the donor spouse by way of a third-party or inheritance, are matrimonial assets: *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405 (“*Wan Lai Cheng*”) at [40]. An exception to this rule is where a spouse had manifested an unequivocal intention to divest his or her interest in an asset in favour of the

other spouse: *CLC v CLB* [2023] 1 SLR 1260 at [52]. The car in this case is a “pure” inter-spousal gift. The evidence does not show any unequivocal intention by the Husband to divest his interest in the car to the Wife. After all, even if the Wife was the only one to drive the car, the car was ultimately bought in the Husband’s own name, not the Wife’s, and must, therefore, remain a matrimonial asset.

7 The Wife’s valuation of the car is based on the Husband’s estimated value of the car (\$120,000) minus the outstanding hire-purchase loan as at March 2022 (\$73,000). But the car ought to be valued on the AM hearing date. The hire-purchase agreement provides that the Husband is obliged to make 79 monthly payments of \$1,020 and one final instalment of \$933.33, commencing on 27 September 2021. The Husband would have paid 37 months’ worth of instalments up until the AM hearing date (27 September 2024). The outstanding instalment payments as at the AM hearing date (27 September 2024) thus amount to \$43,773.33 (\$1,020 x 42 + \$933.33). Hence, I find the value of the car as at the AM hearing date to be \$76,226.67.

8 For items 7 and 8, the Wife’s valuation of the two companies is based on the valuation report that she obtained, although the Husband was ordered to pay for half the cost of the report. The valuation report provided a range of values on a net asset basis, of which the Wife took the median. Mr Singh submitted that this was a waste of money as one could ascertain the value of the companies through the audited accounts of those companies filed with the Inland Revenue Authority of Singapore (“IRAS”). The Wife’s counsel, Mr Justin Ee, pointed out that the Husband did not provide these audited accounts. Only the joint ACRA search results on the companies were provided, and these do not show the value of the companies. I thus accept the Wife’s valuation.

9 For items 9 and 10, the Husband seems to suggest that his shares are matrimonial liabilities on the basis that the companies have negative equity, *ie*, the companies' respective liabilities exceed their respective assets. However, in the case of a company limited by shares, a shareholder's financial liability is limited to the value of his investment in the company, *ie*, the sum that the company received for selling the shares held by the shareholder. Hence, the shares of a limited liability company with negative equity should be valued at \$0. The companies here are limited liability companies. I thus agree that the shares have no value (\$0) for both groups of shares. For item 11, I also accept the Wife's valuation of \$0 since Mr Singh did not provide any valuation.

10 For items 12, 13 and 14, the Husband valued the CPF accounts as at 6 April 2022, and the Wife claimed that she valued them as at 22 February 2022. However, the Wife's valuation in the Joint Summary is unsupported by evidence. I thus take the values as at 6 April 2022 and account for the transactions between then and 22 February 2022, in calculating the balance of the CPF accounts as at 22 February 2022 as shown in the table above.

11 For item 15, the Wife alleges that the Husband made 20 transfers out of his sole DBS Autosave Account XXX-XXXXXX-006, from 2 January 2019 to 4 January 2021. These amount to a total of \$12,150.30. All these transfers were described as "Advice Outward Telegraphic Transfer" on the relevant bank statements. The Wife contends that the purposes of these transfers are unknown. The parties agree that the Husband made the last six payments of around \$500 each (beginning from 2 March 2020) to one "F", whom the Wife suspects is the Husband's girlfriend. The Husband says that all 20 transfers were paid to F, whom he engaged to help develop a trading business in Hong Kong. The Wife contends he has no documentary proof supporting his explanation. Lastly, the Wife says that the Husband gave F two supplemental HSBC credit cards, and

that F had used them. She provided an invoice showing that F had spent \$174.13 using those cards from 28 January 2024 to 6 February 2024.

12 Mr Ee thus invites me to draw an adverse inference against the Husband, to return \$12,150.30 to the matrimonial pool of assets. I decline to do so because \$12,150.30 is negligible compared to the value of the entire matrimonial asset pool (roughly 0.2%). Spouses in divorce proceedings ought to treat each other with respect, and observe a measure of give-and-take: *UZN v UZM* [2021] 1 SLR 426 at [21].

13 For items 16 to 19, Mr Singh did not provide any arguments on, or valuations for, the Wife's sole assets. The evidence supports the Wife's valuations. For item 19, I agree with the Wife that the jewellery and wedding gifts are not matrimonial assets and are hers alone. The Wife avers that she received these from the Husband's family and relatives. The Husband does not appear to dispute this. Such gifts generally are not matrimonial assets: *Wan Lai Cheng* at [42]–[43]. In any event, even if the gifts are viewed as having come from the Husband, the gifts' total value at \$5,000 is *de minimis* in the context of the overall matrimonial pool of assets. Such *de minimis* gifts are not matrimonial assets: *Tan Hwee Lee v Tan Cheng Guan and another appeal and another matter* [2012] 4 SLR 785 at [48]–[49]. I order the Husband to return the jewellery and her other wedding gifts in his possession to the Wife.

14 In summary, the overall 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
\$2,734,229.68	\$59,454.07	\$3,196,438.98
Total: \$5,990,122.73		

15 The parties agree that the matrimonial pool of assets should be split 50–50. I agree that that is a fair division and I so order. Each party is thus entitled to \$2,995,061.36 from the matrimonial pool of assets.

16 The Husband proposes that he pays the Wife no maintenance. The Wife proposes that he pay her \$1,584,000 in full and final settlement of the issue of spousal maintenance, or alternatively, \$6,277.54 per month as maintenance.

17 I first ascertain the Wife’s reasonable expenses. For expenses which the Husband provides no figure, I indicate “NA” on their respective entries:

S/N	Expense	Proposal		Court’s decision
		Husband	Wife	
Household expenses (to be divided by four)				
1	Conservancy charges	\$513.60	\$513.60	\$513.60
2	Fire Insurance	NA	\$14.19	\$14.19
3	Marketing (wet market)	NA	\$200.00	\$200.00
4	Groceries and household necessities from the supermarket	800.00	\$2,200.00	\$1,000.00
5	Eating out and food delivery	500.00	\$1,000.00	\$750.00
6	Supplements, tonics, prescription drinks	NA	\$100.00	\$0 (luxuries)
7	Internet and cable TV	NA	\$165.00	\$165.00
8	Utilities (water, electricity, waste disposal)	500.00	\$539.00	\$500.00
9	LPG Gas and parts	NA	\$30.00	\$30.00

S/N	Expense	Proposal		Court's decision
		Husband	Wife	
10	Aircon maintenance and chemical wash	NA	\$101.00	\$100.00
11	Dry cleaning of curtains, rugs, carpets, sofa covers	NA	\$33.33	\$33.33
12	Replacement of curtains	NA	\$35.00	\$0 (no need to do it so often)
13	Reupholstering of sofa	NA	\$25.00	\$0 (no need to do it so often)
14	Replacement of household appliances	300.00	\$300.00	\$300.00
15	Repair of household appliances	NA	\$15.00	\$15.00.00
16	Pet care (rabbit, terrapin)	NA	\$100.00	\$100.00
17	Pest control	NA	\$15.00	\$15.00
18	Gardening	NA	\$25.00	\$25.00
19	Water purifier	NA	\$20.00	\$20.00
20	Kitchenware	NA	\$10.00	\$0 (they do not have to be replaced often)
21	Home supplies	NA	\$200.00	\$200.00

S/N	Expense	Proposal		Court's decision
		Husband	Wife	
22	House maintenance	NA	\$75.00	\$75.00
Subtotal for this part (after dividing by 4)				\$1,014.03
Car expenses				
23	Petrol for car	NA	\$500.00	\$0, because the Wife is not getting the car. This will be explained below.
24	Cash card for car	NA	\$120.00	
25	Road tax	All sums paid by Husband	\$50.00	
26	Insurance for car		\$200.00	
27	Maintenance and repair of car	NA	\$100.00	
28	Tyres for car	NA	\$50.00	
29	VICOM inspection	NA	\$6.40	
Subtotal for this part				\$0
Personal expenses				
30	Annual gynecologist check-up / specialist	NA	\$150.00	\$40 (no reason for an annual check-up to cost \$1,800)
31	Dental expenses	NA	\$41.67	\$41.67
32	Mobile phone	NA	\$75.00	\$0 (the Husband is not required to

S/N	Expense	Proposal		Court's decision
		Husband	Wife	
				sponsor the Wife's new assets)
33	Singtel Contract Plan	NA	\$103.00	\$20 (there are many cheaper mobile plans)
34	Insurance premiums (Great Eastern Policy)	NA	\$1,078.00	\$1,078.00
35	Clothes / shoes / underwear	NA	\$175.00	\$100.00 (\$175 is excessive)
36	Haircuts and treatment	NA	\$200.00	\$200.00
37	Skin care / cosmetics / supplements	NA	\$400.00	\$0 (luxuries)
38	Food	NA	\$500.00	\$0 (provided for in S/N 5)
39	Dry cleaning	NA	\$16.00	\$16
40	Outings	NA	\$100.00	\$0 (luxuries)
41	Birthday gifts for parents / friends	NA	166.67	

S/N	Expense	Proposal		Court's decision
		Husband	Wife	
42	Chinese New Year red packets	NA	\$166.67	\$50 (Wife's proposal is excessive)
43	Christmas presents for family and friends	NA	\$83.00	\$0 (luxuries)
44	Eyecare	NA	\$30.00	
45	Computer	NA	\$46.66	\$0 (the Husband is not required to sponsor the Wife's new assets)
46	Furniture and bedding	NA	100.00	
47	Annual trips back to Japan	NA	\$350.00	\$350
48	NTUC membership	NA	\$9.99	\$10
49	Microsoft subscription	NA	\$10.98	\$0 (luxuries)
50	iCloud	NA	\$13.98	
51	Amazon Prime	NA	\$2.99	
52	Passport renewal	NA	\$1.67	\$1.67
53	Yearly re-entry permit to Singapore	NA	\$0.83	\$0.83
Subtotal for this part				\$1,908.17
Total				\$2,922.20

18 The household expenses are divided by four because the parties' three children will be living with the Wife but are already adults. The Husband thus only needs to pay for the Wife's share.

19 I turn now to consider the Wife's earning capacity. Mr Singh submits that the Wife currently receives roughly around \$7,500 monthly from her work. He argues that the Wife has financial resources; as such, she would have at least \$10,000 to sustain her own personal expenses and should thus receive no maintenance. Mr Ee refutes this. He submits that the Wife's pottery-making is a hobby and does not produce any substantial income. The Wife averred in affidavit that her gross and net monthly income was \$714.16 in 2020 and \$171.50 in 2021, and that she made a net loss of \$354.66 from her pottery-making in 2022. In contrast, Mr Ee says the Husband's net monthly income was \$11,396.40 in 2021, \$11,624.81 in 2022 and \$11,969.57 in 2023.

20 Mr Singh has not shown me evidence that the Wife's monthly earnings amount to \$7,500. In contrast, Mr Ee's figures are based on the parties' Notices of Assessment from IRAS. I have no reason to doubt their veracity, or to suspect that the Wife dishonestly disclosed her income. I therefore accept Mr Ee's figures.

21 The Wife is 53 years old, and she only worked part-time or on an ad hoc basis throughout the marriage of around 25.5 years. I accept that her pottery-making hobby does not generate a substantial income. It appears to me that she will find difficulty getting a job that is stable and generates substantial income. But spousal maintenance is supplementary to the division of assets. When ordering spousal maintenance, I am bound to consider the value of assets to which the Wife is entitled after division. The Wife here will receive one half of the matrimonial assets, which amounts to just slightly less than \$3m. That is a

substantial sum. Thus, using the broad-brush approach, I fix the quantum of spousal maintenance at \$2,000 per month.

22 Mr Ee asked this court to grant a lump sum maintenance using the method in *Ong Chen Leng v Tan Sau Poo* [1993] 2 SLR(R) 545 (“*Ong Chen Leng*”) to determine the number of years to pay maintenance. That method involves subtracting the age of the wife from the mean of a woman’s average life span and the retirement age of a man: see *Ong Chen Leng* at [35]. For the purposes of the *Ong Chen Leng* method, the Court of Appeal in *Wan Lai Cheng* at [89] accepted that “a woman’s average life span” is 85 years.

23 Although the *Ong Chen Leng* method is merely a guide, not a rule of law (*TNL v TNK* [2017] 1 SLR 609 at [62]), I think that the method should apply in this case. It provides a reasonable total estimate of the spousal maintenance that the Husband would have to pay if he made monthly payments, including reduced payments after he retires. It grants parties a clean break. It also will not cripple the Husband financially, as the lump sum can be partially set off against sums which the Wife would have to pay the Husband in this case.

24 The Husband’s retirement age is 65 because that is the retirement age from the year 2030 onwards. Following that formula, the number of years for the Husband to pay maintenance is 22, *ie*, $(85 + 65) / 2 - 53$. The lump sum is therefore \$528,000, *ie*, $\$2,000 \times 22 \times 12$.

25 As for how to effect division, the Husband seeks to sell the matrimonial home and use the proceeds to balance out the division of assets, with parties retaining their respective assets in their own names. The Wife seeks possession of the matrimonial home and the car. However, she was under the impression that the car was a gift. I have held that it is a matrimonial asset. If I were to

transfer both the matrimonial home and the car to her, she would also have to pay the Husband the value of those assets' respective outstanding loans. As a result, she would have to pay the Husband \$71,938.64 even after considering the lump sum maintenance. That may not be feasible for her as a housewife without substantial income. It will be fairer, instead, to have the matrimonial home transferred to the Wife. Since the full value of the matrimonial home (\$3,475,000) is greater than what the Wife is entitled to from the matrimonial asset pool (\$2,995,061.36), she must pay the Husband the difference of \$479,938.64. This is to be set off against the lump sum maintenance of \$528,000, which the Husband is to pay her. The Husband shall thus pay the Wife \$48,061.36 within two months from now. The rest of the joint assets shall be transferred to the Husband, and the parties shall each keep their respective sole assets. If the Wife sells the matrimonial home, she must pay (into her own CPF account) the value of the sum which the Husband took from his CPF account plus accrued interest, in accordance with CPF law. The Husband shall continue to pay off the outstanding housing loan to the bank.

26 The parties are to bear their own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Sarindar Singh (Singh & Co) for the plaintiff;
Justin Ee Zhi-Ming, and Thian Wen Yi (Harry Elias Partnership
LLP) for the defendant.