

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 11

District Court Appeal No 71 of 2022

Between

WGJ

... Appellant

And

WGI

... Respondent

JUDGMENT

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

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WGJ

v

WGI

[2023] SGHCF 11

General Division of the High Court (Family Division) — District Court
Appeal No 71 of 2022
Choo Han Teck J
15 February 2023

7 March 2023

Judgment reserved.

Choo Han Teck J:

1 The appellant (the “Husband”) and the respondent (the “Wife”) were married on 26 October 1999. The Husband is 50 years old and was working as a Regional Sales Director in a technology company based in China. He has been unemployed since the time the divorce was served. The Wife is 49 years old and has been working as a backroom marketing executive in the same company for 22 years. They have three children, aged 18, 16 and 14 (the “Children”), and are presently schooling. Parties obtained interim judgment of divorce on 21 October 2020. On 5 July 2022, the District Judge (“DJ”) gave his decision on the ancillary matters in FC/ORC 3511/2022 (the “AM Order”). The Husband appeals against the DJ’s decision on the following issues:

- (a) The division of the matrimonial home (the “Matrimonial Home”);

- (b) Division of the remaining matrimonial assets, including the property at [x] (the “Condominium Unit”);
- (c) The DJ’s finding on the Husband’s dissipation of assets; and
- (d) Maintenance for the Children.

Division of Matrimonial Assets

2 On the division of matrimonial assets, counsel for the Husband, Ms Glenda Lim, raises three arguments as to why the DJ had erred in his findings. First, she says that the DJ erred in his valuation of the matrimonial assets. Secondly, she says that the DJ wrongly assessed parties respective direct and indirect financial contributions. Lastly, she says that the DJ had erred in finding that the Husband had dissipated the sum of \$802,772.69.

3 The assets of parties as assessed by the DJ were as follows:

S/N	Manner of Holding	Asset	Net Value / in SGD
1.	Joint Assets	Joint POSB account	\$2,000.00
1.	Wife’s Name	Condominium Unit in the Wife’s name	\$954,000.00
2.		Wife’s DBS account	\$5,139.51
3.		Wife’s 2 UOB accounts	\$3,853.28
4.		Wife’s POSB account	\$1,476.67
5.		Wife’s Manulife policy	\$12,218.19
6.		Wife’s NTUC Income policy	\$76,992.69

7.		Wife’s Prudential policy	No value
8.		Wife’s SGX account	\$23,044.34
9.		Wife total CPF accounts	\$510,812.98
Sub-total for assets under Wife’s name			\$1,575,319.47
1.	Husband’s Name	Matrimonial home in Husband’s Name	\$2,000,000.00
2.		Land Rover	\$22,300.00
3.		Husband’s 2 motorcycles	\$8,164.00
4.		Husband’s 5 DBS Accounts	\$43,233.89
5.		Husband’s Standard Chartered Accounts	\$5,189.98
6.		Husband’s UOB Account	\$6,197.17
7.		Husband’s Shares	\$47,102.54
8.		Husband’s equities/loan stock/bonds	\$82,375.00
9.		Husband’s SRS account	\$4,383.33
10.		Husband’s CPF accounts	\$593,044.48
Subtotal for assets under Husband’s name			\$2,811,990.39
Combined Total Assets			\$4,389,309.86
Assets dissipated by the Husband			\$802,772.69
Grand Total			\$5,192,082.55

4 Before turning to the valuation of the matrimonial assets pool, I shall address the value of Item 7 of the Wife's assets, namely, the Prudential policy.

In their letter to Court dated 15 February 2023, Ms Lim says that Item 7 was wrongly ascribed a nil value, but should instead be valued at \$60,901.33, being the sum assured under the policy. I disagree. This Prudential policy was a life insurance policy, and the sum assured only accrues on death. There is no market value or surrender value unlike other investment policies. Since the only way this policy would be of value is the death of the policyholder, I am of the view that the DJ was correct in not ascribing a value to this policy.

5 On the dispute as to the valuation of the matrimonial asset pool, the Husband submits that the value should be \$4,410,389.90. Counsel for the Wife, Ms Tan Siew Kim, pointed out that the DJ made a calculation error and that the correct value should have been \$4,401,528.05 instead of the figure of \$4,389,309.86 which was stated in the DJ's Grounds of Decision ("GD"). Ms Tan says that the DJ's finding should not be disturbed. The difference in valuation between the parties' positions are less than \$10,000, in an asset pool well over \$4,000,000. As the DJ noted in his GD, parties' evidence on the valuation of several assets were either inaccurate or outdated, leaving the DJ to adopt a broad brush approach to ascribe a value which he thought was reasonable. The Husband's counsel, Ms Lim, has not pointed to any particular asset in the GD which she says was valued wrongly, but merely recounted the case law on valuation and says that the Husband's valuation ought to be preferred. I thus decline to disturb the finding of the DJ save for the amendment of the calculation error which Ms Tan pointed out. The valuation of the matrimonial asset pool thus stands at \$4,401,528.05, before accounting for any dissipation.

6 I now turn to the assessment of the ratio for division. On the direct financial contribution of the parties, the Husband says the DJ erred in assessing

the direct contributions of the parties to the two properties — the Matrimonial Home and the Condominium Unit.

7 As for the Matrimonial Home, the first point of contention was the apportionment of the cash gift of \$500,000 from the Husband's mother to the purchase price of the Matrimonial Home. The DJ found that this gift was made to the couple, and thus apportioned both parties \$250,000 as financial contribution to the Matrimonial Home. The Husband says that this gift was made by his mother to him only and thus should count wholly to his direct contribution. In support of his argument, he points to an affidavit sworn by his mother affirming that the \$500,000 was only intended for him and not the Wife. He asserts that the Wife bore the legal burden of proving that his mother had intended the property to be gift a to be to the couple.

8 I agree with the DJ's apportionment of \$500,000 equally between the parties. Without clear and convincing evidence showing otherwise, a gift to a married couple should be treated as a gift to both parties. This flows from the union of the marriage and the view of marriage as a co-equal partnership. In this regard, I do not think that the Husband's mother's affidavit is clear and convincing evidence. Her declaration was made after the divorce proceedings commenced. It was more likely made to serve her son's interests. Moreover, counsel for the Wife did not have an opportunity to cross-examine the Husband's mother. On the contrary, from the Wife's affidavits, the Wife had a close relationship with the Husband's family while the parties were still married. This was not challenged by the Husband. The Husband's mother's gift of \$500,000 was paid as a deposit for the purchase of the Matrimonial Home, which was to be enjoyed by the couple and not just the Husband. The DJ's finding is thus perfectly reasonable.

9 The second point of contention for the direct financial contributions to the Matrimonial Home is the repayment of the mortgage for \$390,000 taken from United Overseas Bank. The Husband says that he paid for the entirety of the loan, while the Wife says that she contributed a total of \$229,600 such that the Husband's contribution was only \$160,400. The DJ declined to attribute to any party any contribution on the basis that both parties had not proven their exact contribution. Neither party adduced proof of their payment toward the redemption of the mortgage. The Husband's evidence that he had redeemed the loan in May 2011 is merely the final redemption notice from the bank addressed to the couple indicating that the mortgage was redeemed. It does not say that he paid mortgage entirely by himself. It is not disputed that the he liaised with the lawyers and the bank regarding the mortgage repayment, but this does not mean that all the monies for redemption came only from him. Moreover, there is no documentary proof that the total repayment was \$411,300 as he claimed.

10 As for the Wife's alleged contribution of \$229,000, this consisted of the alleged payment of her yearly bonus amounting to \$92,000 to the Husband, \$56,700 of the rental from their HDB unit, and \$80,000 in profit from the sale of their previous matrimonial home. To support her assertion that she contributed money from her yearly bonus amounting to \$92,000, the Wife relied on her bank statements from 2015 onwards. But these statements were made in 2015 when the mortgage was already fully redeemed in 2011. I agree with counsel for the Husband that transactions in 2015 alone does not support the finding on the balance of probabilities that they were payments for a mortgage which was fully redeemed in 2011. As for the rental proceeds and profits from the sale of the previous matrimonial home, there is also no documentary evidence of the sale or the rental proceeds. The only evidence is an excel

spreadsheet drawn up by the Husband which documents the profits at \$26,406 which is not contemporaneous and is unreliable.

11 In the absence of evidence of the loan repayment, the financial contributions of the parties as to the loan repayment is not proved. As the loan repayment was not the asset which had to be divided, but merely a factual finding of parties' financial contributions for the purposes of arriving at a ratio of direct contributions, the DJ did not err in not taking into account the mortgage repayment due to the lack of proof. For the foregoing reasons, I see no basis to disturb the DJ's assessment of the parties' contributions to the Matrimonial Home.

12 Turning to the Condominium Unit, the Husband says that the DJ erred in assessing the parties' respective contributions to be \$681,277.14 (Wife): \$475,229 (Husband). Instead, he says that the correct contribution should be \$236,802.14 (Wife): \$947,541.00 (Husband). The Husband advances the following arguments:

- (a) The DJ failed to take into account legal fees amounting to \$2,800 paid by him.
- (b) The DJ wrongly attributed the payment of the booking fee of \$67,712 to the Wife instead of him. The Husband claims that he had transferred the said sum to her so that she could pay for the booking fee.
- (c) Even though the Husband does not dispute the DJ's findings that the Wife paid for the 15% progressive payment, 10% progressive payment, the HSBC housing loan which amounted to \$396,528, the DJ failed to take into account two cash payments of \$200,000 made by the

Husband to the Wife which allegedly was made to reimburse her for these payments.

13 On the first point concerning the legal fees, the only evidence is the Husband's photograph of his chequebook which hardly constitutes sufficient proof for his claim. There is thus no basis to disturb the DJ's exclusion of this sum.

14 On the second point concerning his alleged payment of \$67,712 to reimburse the Wife for the booking fee, the Husband says that he was not able to obtain a copy of the bank statement of the transaction because the transfer took place in 2013. Without any documentary proof, this is just a bare assertion which holds little weight against the Wife's evidence that she issued a cheque for the booking fee. Thus, the DJ's finding is a reasonable one.

15 I now turn to the final point about the two alleged repayments amounting to \$400,000. On the first payment of \$200,000, the Husband is unable to produce any evidence of him making the payment, or the Wife's receipt of the payment. The Husband says that the Wife does not deny receiving this from him. In support, he refers to the Wife's response to his request for discovery. However, she had, pursuant to this request for discovery, provided her bank statements for May 2013 and June 2013 for her DBS Bank and her June 2013 statement for UOB Bank. In spite of these documents, the Husband was unable to point to any documentary proof that he paid, or the Wife received the payment of \$200,000. Thus, I do not think the DJ's finding was unreasonable. On the second payment of \$200,000 which was allegedly paid in 2015, the Husband points to a statement from his joint account of a cheque for \$200,000 that had cleared. However, he was not able to point to any corresponding encashing of

the cheque reflected in the Wife's bank accounts, despite having access to these statements through the discovery process. Instead, the Husband merely asserted that this \$200,000 was also received by the Wife, relying on the same response to his request for discovery for the Wife's 2013 bank statements. I do not see how a response to a request for discovery concerning bank statements in 2013 is relevant to alleged transactions in 2015. Moreover, the Wife's statement that "the cash was used to offset the financing" was made with regard to transactions in 2013, not 2015. Thus, the DJ's decision to not attribute these payments to the Husband was not against the weight of the evidence.

16 For the above reasons, I am of the view that the DJ's findings for the Husband's contribution for the Condominium Unit should not be disturbed.

Indirect Contributions

17 Turning to the assessment of indirect contributions, the Husband says that the DJ erred in arriving at a ratio of 60:40 in favour of the Wife. Instead, he says that the indirect contribution of the parties should be apportioned equally. In support of this, the Husband exhibited multiple screenshots of conversations, instances of video calls when he was overseas, and proof of payments for household expenses. In a long marriage of over 20 years, it is not profitable for parties to try to document exactly what they had done for the family. Whereas the quantification of direct contributions is strictly mathematical, indirect contributions involve a quantification of intangibles. The purpose of adducing evidence through affidavits in matrimonial matters helps the court more to understand the family dynamics, and less as a methodical comparison to see who did more for the family. Thus, incidents of child bonding, screenshots of conversations, and pictures, must be considered as snapshots in the longer and fuller story.

18 In this case, it is not disputed that the Husband was the main breadwinner of the family — he was a sales director which required him to travel frequently. The Wife was the homemaker who held a stable job at the same company for 22 years. The extent of the Wife’s indirect contribution extended beyond the immediate family, being the primary caregiver of the three children and her parents-in-law, as seen in her provision of month allowance to the parents-in-law post-divorce. As far as I can tell, the Wife was a diligent homemaker, while also contributing financially to the family, albeit to a lesser extent compared to the Husband. Although I accept that the Husband’s indirect financial contribution does outweigh the Wife’s, I am of the view that the Wife’s indirect non-financial contribution outweighed the Husbands far more significantly. Accordingly, I affirm the DJ’s finding that the ratio of 60:40 in favour of the Wife is fair and reasonable.

Dissipation of Assets

19 As to the third issue of the dissipation of matrimonial assets, the Husband says that the DJ erred in finding that the Husband had dissipated assets amounting to \$802,772.69. The Wife agrees that the DJ had double counted certain sums and submitted that the amount dissipated should instead be \$616,772.69. The assets which the DJ found were dissipated by the Husband are as follows:

S/N	Asset	Net Value / in SGD
1.	Husband’s severance package from his last employer	\$75,871.78
2.	Great Eastern Endowment Policies	\$116,900.91

3.	Great Eastern Policies on behalf of Children	\$39,000.00
4.	Prudential Policies	\$120,000.00
5.	Payments made to one [X]	\$5,000.00
6.	Payments made for the alleged purchase of 15 units of Computer Numerical Control (“CNC”) machines	\$200,000.00
7.	Payment of Legal Fees to TSMP Law Corporation	\$60,000.00
Total		\$616,772.69

20 Parties are in agreement that an adverse inference may be drawn for dissipation of assets if it is supported by a substratum of evidence which establishes a *prima facie* case against the other party and the other party must have some particular access to the information that is said to be concealed: *Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21 at [28]. What is disputed, however, is whether the DJ was correct in drawing an adverse inference in his finding that the Husband dissipated matrimonial assets.

21 I will deal with Items 1 and 6 together as the Husband says that the severance package formed part of the \$200,000 paid out for the CNC machines. The Husband thus says that the DJ had erred by double counting the severance package. I agree with the Husband. I do not think that it is profitable to trace the monies by reference to their source. Once they have been co-mingled in the bank account, it does not matter where they originate. Instead of saying that the Husband dissipated his severance package, dissipation should be assessed by

pointing out the alleged transfers of certain sums out of the Husband's account which constituted the actual dissipation of funds.

22 With this in mind, I turn to the sequence of events based on the evidence:

(a) It was not disputed that the severance package of \$75,781.78 was received by the Husband in his DBS bank account.

(b) On 6 July 2021, a transfer of \$125,000 was made out of the DBS account. A corresponding entry of receipt was noted on the Husband's Standard Chartered bank account on 6 July 2021. At this point, there is no dissipation because this was just an internal transfer of monies within the Husband's bank accounts, which were both in the matrimonial asset pool.

(c) On 7 July 2021, two payments of \$5,000 and \$75,000 were made from the Husband's UOB Account, earmarked for "[T]".

(d) On 8 July 2021, \$100,000 was transferred out of the Husband's Standard Chartered account, earmarked for one "[L]".

(e) On 12 July 2021, \$20,000 was transferred out of the Husband's Standard Chartered account, also made to "[L]".

23 From the above, only \$200,000 had been transferred out of the Husband's bank accounts, instead of the \$275,871.78 which the DJ had found. I thus agree with the Husband that the DJ had double-counted the severance package, which formed part of the payment of \$200,000 allegedly for the CNC machines. The Husband further claimed that this payment of \$200,000 was not a dissipation of assets, explaining that they were made to [T] and [L] as a loan

to assist [G] (mother of [L]) financially. I agree with the DJ that by this time, divorce proceedings had already commenced, and the Husband would know that the Wife would have a putative share in the assets. Thus, whatever the reason may be for the transfer, it is plainly a dissipation of assets since the Wife did not consent to it.

24 It is not disputed that there were two policies under the Great Eastern insurance policies in Item 2, namely, Policy No 020708304-6 (“the first policy”) worth \$31,900.91 and Policy No 020703818-5 (“the second policy”) worth \$85,000. The Husband’s position is that the second policy was sold to his former boss, [T], for \$85,000 to be paid in cash. However, there was no such corresponding deposit of the cash into any of the Husband’s bank accounts. [T] confirmed in writing that the surrender value of the policy was \$85,069.08. Since this surrender value was what the couple stood to gain if the policy had not been unilaterally sold by the Husband, I find that the sum of \$85,069.08 was dissipated from the matrimonial asset pool.

25 I now refer to the first policy. The Wife says that this was also assigned to the Husband’s former boss. I do not agree with the Wife. The policy assignment form which the Husband exhibited only demonstrates that the second policy was assigned, not the first. Instead, it was undisputed that the maturity value of \$31,900.91 were paid into the Husband’s DBS account on 28 September 2020. Thus, I am of the view that the first insurance policy was not dissipated. There was a payment of \$17,379.31 out of the Husband’s DBS account on the next day, 29 September 2020 which he claims was for his “daily living expenses”. Although this was in my opinion, rather high for “daily living expenses”, this payment was an internal transfer between the Husband’s bank accounts, being paid to his DBS bank account, and not a dissipation of assets

out of the matrimonial pool. Accordingly, I find that the amount dissipated for Item 2 should be \$85,069.08, being the sum of the surrender value of the second policy which the Husband sold off from the matrimonial asset pool.

26 I now turn to Item 3, consisting of the Great Eastern Policies purchased on behalf of the children which amounted to \$39,000. The Husband's position is that this was a re-investment of the proceeds from the second insurance policy which was sold for \$85,000. Thus, he says that the DJ double counted these payments. I do not agree with the Husband. There was no documentary proof that the Husband used the monies from the sale of the second insurance policy to his former boss. It does not matter that the policies were bought on behalf of the Children, and it is immaterial that the pay-outs from these payments went to the Children, because it was not done with the consent of the Wife. Thus, I affirm the DJ's findings that the value of these insurance policies should be counted back into the matrimonial pool.

27 I now turn to Item 4 consisting of the Prudential Insurance policies amounting to \$120,000. The Husband says that he had again sold these policies to his former boss, but instead of requesting a bank transfer, he received payments wholly in cash. He pointed to cash deposits amounting to \$69,250 as the remainder of the sale proceeds less his "living expenses, children's insurance premiums, legal fees and the renewal of the Certificate of Entitlement for his motorcycle, as well as repair and towing charges of around \$2,000.00". I am of the view that the Husband's account of events is suspect and inconsistent. First, it is unclear why payment had to be made in cash, requiring a thousand pieces of \$100 notes when a simple bank transfer would have been much more well-documented and convenient. I find the entire transaction structure to be dubious as it is not clear how much money the Husband actually

received from the sale of these proceeds. Secondly, the appellant's case stated that "the Husband received the total sum of \$100,000 in cash from his former boss". However, in his Affidavit dated 13 July 2021, he maintained his position in his answers to interrogatories that out of the three insurance policies, two were sold to his former boss for \$30,000 and \$60,000, and one was sold to "a friend" for \$60,000. Thereafter, in his statement of evidence in MSS 3158/2020, he said that all three proceeds were sold to his boss for a total of \$120,000, except that he had not received \$20,000 from his boss, which explains why he had only received \$100,000 to date. Thirdly, there were unexplained transfers from the Husband's account of \$17,000 just two days prior to the deposit of the \$69,250 in cash. It is unclear where these monies were transferred to. Lastly, even if I were to accept that \$69,250 was indeed the proceeds from the sale, there remains over \$50,000 unaccounted which the Husband claims were used for his living expenses and other expenses, but this was not supported by evidence.

28 Based on the foregoing, I am of the view that the Husband has not been transparent in his dealings. The DJ's findings that the Prudential policies were dissipated was a reasonable one.

29 Turning to Item 5 of the payment of \$5,000 made to [X] who was the daughter of [H], the Husband takes the position that the arrangement was that [H] would remit an equivalent amount in Chinese RMB to the Husband which was used for the family's expenses in China. Once again, the Husband's accounts are contradictory. In his Notice in Response to Discovery dated 29 April 2021, the Husband stated that the \$5,000 payment to [X] was "for business purposes". However, in the appellant's case, the Husband says that the \$5,000 was used to top up his WeChat account for the family's holiday expense.

Once again, I find the Husband's explanation unsatisfactory, and in any case, the Husband's WeChat wallet was not part of the matrimonial pool. Accordingly, I affirm the DJ's finding that this Item was dissipated.

30 Finally, I turn to Item 7, which was the payment of \$60,000 to TSMP Law Corporation on 10 February 2021. The Husband says that this payment ought not be considered a dissipation of matrimonial assets. Relying on *USA v USB* [2020] 4 SLR 301 at [35], he says that because the date of valuing bank accounts is the date of the interim judgment (21 October 2020), any transaction after that should not be regarded as a dissipation of assets. The date of valuation is a matter of discretion (see *ARY v ARX and another appeal* [2016] 2 SLR 686 at [36]). In this case, noting the complexity of the transactions and that non-monetary assets were liquidated and deposited into bank accounts post-grant of the interim judgment, I am of the view that transactions post-interim judgment are relevant. I am further of the view that the DJ was correct in finding that the payment of \$60,000 was made without the Wife's consent and thus was a dissipation of matrimonial assets.

31 For the foregoing reasons, I find that the amount which the Husband had dissipated are as follows:

S/N	Asset	Net Value / in SGD
1.	Husband's severance package from his last employer	\$0(double counted)
2.	Great Eastern Endowment Policies	\$85,069.08
3.	Great Eastern Policies on behalf of Children	\$39,000.00

4.	Prudential Policies	\$120,000.00
5.	Payments made to one [X]	\$5,000.00
6.	Payments made for the alleged purchase of 15 units of CNC machines	\$200,000.00
7.	Payment of Legal Fees to TSMP Law Corporation	\$60,000.00
Total		\$509,069.08

32 Accordingly, the total matrimonial asset pool for division should be as follows:

Combined Total Assets	\$4,401,528.05
Assets dissipated by the Husband	\$509,069.08
Grand Total	\$4,910,597.13

33 As I have upheld the DJ's assessment of direct and indirect contributions, the final division ratio of 50:50 ought not to be disturbed and each party shall be entitled to \$2,455,298.57.

Child Maintenance

34 On the issue of the maintenance of the Children, the Husband does not dispute the DJ's assessment of their reasonable expenses at \$6,000. However, he says that the DJ erred in apportioning the maintenance obligation equally between the parties. His argument on appeal is that the Wife remains employed, earning a total of \$13,444, being the sum of her monthly salary and the rental

from the Condominium Unit. On the other hand, he remains unemployed since May 2020. Thus, he claims that there is a mismatch in their financial capacities which prevents him from bearing the maintenance burden equally.

35 First, while the Wife's income is \$13,444, she continues to pay monthly rental of \$3,500 to the Husband's sister for the apartment in the same development as the Matrimonial Home (where the Husband resides) facilitate access to the Children. She is also contending with her own medical problems of which there is adequate proof. I do not agree with the Husband's version of the Wife's financial capacity.

36 The DJ's finding that the Husband drew an average nett income of \$17,000 a month for several years before he was retrenched was not disputed. The Husband says that he has attempted to seek reemployment to no avail, and thus his earning capacity should not be pegged to his last drawn salary. In support of this, he annexed applications for job interviews in his affidavit. However, all the attached emails were new, and as recent as September 2021. The earliest email was dated August 2021. This means that the Husband was unemployed for over a year without seeking re-employment. The Skills Future course he attended was in February 2021, some seven months after his unemployment. I do not accept that these failed attempts at seeking employment meant that the Husband had a reduced earning capacity. It was not as if he had commenced employment with another company and had accepted a pay cut. Moreover, the Husband remains "self-employed" on his LinkedIn page as pointed out by the Wife. It is not clear if the Husband is running his own business, and if so, what his current income is. In any case, I do not believe that his earning capacity, which has consistently outstripped the Wife for several years, would suddenly become lower than hers. The Husband, in seeking a

greater share of the matrimonial asset pool, tries to show that he was a man of considerable means, so it is disingenuous for him to claim impecuniosity where the apportionment of maintenance is concerned. I thus see no basis to disturb the DJ's finding on maintenance.

37 The appeal is allowed in part on the findings of dissipation of assets. As majority of the appeal is dismissed. Parties are to submit on costs in writing by 14 March 2023.

- Sgd -
Choo Han Teck
Judge of the High Court

Glenda Lim Jia Qian (Aequitas Law LLP) for the appellant;
Tan Siew Kim (Sterling Law Corporation) for the respondent.
