

ANZ v AOA  
[2014] SGHC 243

**Case Number** : Divorce Transfer No 3632 of 2012  
**Decision Date** : 19 November 2014  
**Tribunal/Court** : High Court  
**Coram** : Judith Prakash J  
**Counsel Name(s)** : Bernice Loo and Sarah-Anne Khoo (Allen & Gledhill LLP) for the plaintiff; Shone Aye Cheng (A C Shone & Co) for the defendant.  
**Parties** : ANZ — AOA

*Family Law – Matrimonial assets – Division*

*Family Law – Maintenance – Wife*

19 November 2014

Judgment reserved.

**Judith Prakash J:**

**Introduction**

1 This judgment deals with the parties' claims in respect of division of matrimonial property and maintenance. The divorce proceedings were initiated by the plaintiff husband in 2012. Interim judgment was granted on 22 January 2013. During the course of the marriage, the parties had three children, a set of twins born in 1997 and a younger child born in 1998.

2 The parties are now in their 40s. The husband is a specialist doctor with a very healthy income whilst the wife has been a housewife for many years. The wife is a university graduate and also has two masters' degrees. She worked in human resource and development until mid-1998 when the family moved abroad for the husband's specialist training.

3 When this matter first came before me, I recorded a consent order giving the parties joint custody of their children with care and control to the wife. A further consent order was made in respect of the children's maintenance. The husband agreed to bear all the costs of supporting them. As for access, after hearing the parties, I made an order detailing the husband's rights of access.

4 Thereafter, the hearing proceeded over two days on the outstanding matters. I will deal first with the issues regarding division of assets and thereafter consider the issue of the wife's maintenance.

**Matrimonial assets**

5 There is a long list of assets. Apart from the matrimonial home, which is a terrace house ("the Home") held by the parties in joint names, the parties also have bank accounts, shares, insurance policies and some chattels. At my request, they submitted two tables. The first table contained a list of assets whose values had been agreed. The second table contained a list of assets whose values were disputed. Apart from value, there are disputes as to what should be included in the pool.

6 Table 1 below contains the assets in respect of which values have been agreed:

<b>TABLE 1 AGREED VALUE ITEMS</b>		
<b>ASSETS IN JOINT NAMES</b>		
<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	DBS Bank Account No 032xxx	\$571,640.15 (as at February 2012)
2	HSBC Bank Account No 142xxx	\$203,716.10 (as at 8 January 2013)
3	HSBC 143xxx	\$316.11 (as at 8 January 2013)
4	Frost (US) 404xxx	\$10,110.31 (as at 30 December 2012)
5	Frost (US) 404xxx	\$13,400 (as at 9 January 2012)
6	Frost (US) 512xxx	\$3,112 (as at 14 March 2013)
	<b>Total:</b>	<b>\$802,294.67</b>
<b>ASSETS IN HUSBAND'S SOLE NAME</b>		
7	UOB Account No 668xxx	\$600,065.75 (as at 31 January 2013)
8	UOB Current Account No 381xxx	\$9,369.98 (as at 31 January 2013)
9	UOB Uniplus 381xxx	\$8,884.70 (as at 31 January 2013)
10	Standard Chartered Bank Account No 561xxx	\$31,127.67 (as at 18 December 2012)
11	DBS SRS Account No 0015xxx	\$85,439.67 (as at 31 December 2012)
12	DBS Vickers Account No 195xxx (\$103,606.81 + \$37,198.06)	\$140,804.87 (as at 16 April 2013)
13	1983 Mercedes S Class	\$30,000
14	NTUC – Life Insurance (Protection Scheme) – Amount insured \$46,000	No surrender value
15	Surrender value of NTUC Income Life Insurance Policy No 001xxx	\$63,432 (as at October 2011)
16	AIA – Financial Guardian – Basic – Amount insured \$75,000	No surrender value
17	OUB Manulife Living Choice Insurance Policy No 149xxx	\$76,257.99 (as at 24 December 2012)
18	UK Premium Bonds @ GBP 7,000	\$14,004 (assuming GBP1 = \$0.499)
19	CPF Accounts (as at 31 December 2012) (i) Special Account (ii) Ordinary Account (iii) Medisave Account (iv) Investment – ordinary	\$63,034.02    \$99,070.23    \$44,178.93 \$11,688.59
20	Prudential Prulink Policy No 433xxx	\$74,444.08 (as at 29 June 2011)
	<b>Total:</b>	<b>\$1,351,802.48</b>

<b>ASSETS IN WIFE'S SOLE NAME</b>		
21	Shares – CDP	\$205,344.66 (as at 31 December 2012)
22	DBS Vickers' US Shares Trading Account	\$93,003.61 (as at 30 March 2013)
23	Mazda Premacy	\$19,700
24	Prudential Insurance Policy No 010xxx	\$46,558 (as at July 2013)
25	Great Eastern Life Policy No xxx	\$24,650 (as at July 2013)
26	NTUC Endowment Policy No 010xxx	\$10,415 (as at July 2013)
27	POSB Account No 085xxx	\$130,178.41 (as at February 2013)
28	UK Premium Bonds @ GBP 10,000	\$20,008 (assuming GBP1 = S\$0.499)
29	CPF (as at 30 March 2013) (i) Ordinary Account (ii) Medisave Account (iii) Special Account	\$1,781.01 \$15,072.91 \$181.57
30	SICC membership (transfer fee of \$30,000)	\$220,000
	<b>Total:</b>	<b>\$786,893.17</b>

7 Table 2 below contains assets in respect of which the values are disputed:

<b>TABLE 2 DISPUTED VALUE ITEMS</b>			
<b>ASSETS IN JOINT NAMES</b>			
<b>Item</b>	<b>Description</b>	<b>Wife's position</b>	<b>Husband's position</b>
1	Matrimonial Home	\$2,150,000 Per valuation report dated 10 March 2014	\$3,000,000 Per URA website's private residential property transactions record
<b>ASSETS IN HUSBAND'S SOLE NAME</b>			
2	DBS MySavings Account No 558xxx closing balance	\$331,007.28	\$0
3	The sum of \$100,000 which was transferred from DBS Joint Account into husband's Standard Chartered Bank Account on 29 November 2011.	\$100,000	\$0
4	Cash transferred from husband's DBS MySavings Account to husband's mother.	\$300,000	\$0
5	\$45,000 that was transferred from DBS Joint Account into DBS MySavings Account.	\$45,000	\$0

6	Husband's CPF Investments from CPF Special Account.	\$74,000	\$0
7	Husband's CPF moneys utilised towards purchase of the Matrimonial Home and accrued interest as at December 2011.	Principal: \$386,158.93 Interest: \$137,480.80 Total: \$523,639.73	\$0
<b>ASSETS IN WIFE'S SOLE NAME</b>			
8	Wife's CPF moneys utilised towards purchase of the Matrimonial Home and accrued interest as at March 2013.	Principal: \$57,371.49 Interest: \$25,110.04 Total: \$82,481.53	\$0

8 The issues that arise in respect of the assets are:

- (a) What were the parties' respective contributions to the Home?
- (b) What are the correct values of the disputed items?
- (c) Which assets, if any, should be excluded from the pool?
- (d) Should certain moneys withdrawn by the husband be put back into the pool for the purpose of division?

I will take the issues in turn.

### **Matrimonial home**

9 The Home is a terrace house located within the Thomson area and has a land area of slightly over 2,000 square feet. It was purchased in early 1997 for \$1,150,000. The parties funded part of the purchase price, using \$225,000 from their own resources and \$169,000 from their Central Provident Fund ("CPF") accounts. The balance of the purchase price was financed by a housing loan of \$756,000. As at January 2013, the housing loan stood at \$197,982.83. The monthly instalments of the loan were paid from an HSBC account, No 142xxx ("HSBC 142"), which the parties held in joint names.

10 It is important to note that at the time they decided to buy the Home, the parties had been married for about two months. The husband was a qualified doctor but was still undergoing training in his speciality. He was earning about \$4,545 per month. The wife was a human resource and development officer and was earning \$3,838 per month.

11 The parties' respective contributions to the purchase as claimed by each of them are as follows:

<b>Contribution</b>	<b>Husband</b>	<b>Wife</b>
Down-payment: Cash	\$90,000	\$137,715.38 + \$60,000

Down-payment: CPF	\$143,000	\$57,371.49
Legal and stamp fees	\$0	\$29,100
Renovations	\$0	\$80,000
Additional renovations and furnishings	\$0	\$92,720
Instalment payments through CPF	\$243,158.93	\$0
Capital repayment 6 December 1998	\$0	\$30,000
Capital repayment on 30 May 2000	\$0	\$50,000
Capital repayment on 8 January 2002	\$40,000	\$0
Repayment of housing loan by cash between 1997 and 2006 paid by husband but amount unknown	\$0	\$0
Repayment of housing loan by deduction from HSBC 142 between July 2006 and July 2012	\$122,400 (at \$1,700 pm for 72 months)	\$45,878.40 (being 36% of instalments for 72 months at \$1,770 pm)
Repayment of housing loan between August 2012 and April 2013	\$13,015.17 (for 9 months at \$1,446.13 pm)	\$4,685.46 (being 36% of instalments for 9 months at \$1,446.13 pm)
<b>Total:</b>	<b><u>\$651,574.10</u></b>	<b><u>\$587,470.73</u></b>

12 In the above table, I have set out the repayment of housing loan instalments up to April 2013, although the wife calculated them up to the beginning of 2014. Since these instalments came from the same source, what is important is who funded that source and therefore, for convenience, I have taken the earlier cut-off date of April 2013. As regards the CPF contributions, I have taken the principal figures only. The wife also claimed a further sum of \$60,000, as set out in para 55 of her written submissions, but she admitted that she had no documentary evidence of the same. I have therefore disregarded that sum. It is also possible that it is a duplication of the sum of \$60,000 which she said she transferred to the husband and which I have included under her cash contribution.

13 There are a number of points to be decided arising out of the parties' respective claims. The first relates to the cash contributions at the time of purchase. First, the husband questions the wife's initial cash contribution of \$137,715.38. The husband says that the wife funded only \$13,500 from her own resources and the balance of \$124,215.38 was part of a cash gift of \$150,000 from the wife's parents which was meant for both of them and therefore he did not include it in his calculations. The husband further says that the \$29,100 which the wife claims to have paid for legal fees and stamp duties also came from her parents' gift. The wife says that the gift was made to her alone and relies on a letter dated 8 February 2013 from her mother which says that over the years the wife had received gifts from herself and her husband which were meant for the wife's personal use. The letter sets out a list of these gifts which includes the sum of \$150,000 given by the wife's mother in March 1997.

14 The husband submits that there is no conclusive evidence to show that it was the wife's parents' intention to give the sum of \$150,000 to the wife alone. It was used to acquire the Home for

the benefit of both parties and therefore must have been meant as a joint gift. In *Ang Teng Siong v Lee Su Min* [2000] 1 SLR(R) 908, the court had stated that in the absence of clear and credible evidence to the contrary, a parent's contribution towards the purchase of his or her child's matrimonial home was presumed to be for the benefit of both the husband and the wife. The husband relies on this case. I think the husband is correct. The wife's mother's statement made more than 15 years after the gift was disbursed cannot be regarded as evidence of the parents' intentions at the material time. The timing of the gift is significant. It was made in April 1997 and the parties had agreed to the purchase in February 1997. The money given by the mother was used towards the purchase. Thus, I accept that the intention was to help the young couple buy the Home. Therefore, the sum of \$124,215.38 must either be apportioned equally between them or be deducted entirely from the wife's contribution. As for the \$29,100 paid towards stamp duties, the wife showed a cheque from her account made out for this amount. However, part of the same (\$25,284.62) should be treated as having come from the \$150,000 gift. The balance of \$3,815.38 must be attributed to the wife. On this basis, the wife should be credited with \$17,315.38 being the balance of \$3,815.62 added to the sum of \$13,500 which the husband admits the wife paid.

15 Next, the wife says that of the husband's initial \$90,000 cash contribution, \$60,000 came from her. On 11 February 1997, the husband had only \$36,111.96 in his account with DBS Bank. On 12 February 1997, a sum of \$10,000 was deposited into his account and on 13 February 1997, a further deposit of \$50,000 was made. This gave the husband a total of \$95,631.67 and, on 19 February 1997, he withdrew \$90,000 which was used as part of the down-payment. The wife says that the two deposits came from her though she has not been able to produce a bank statement supporting this allegation. The husband's response is rather weak. He simply says that he does not recall the wife giving him any cheques or depositing cheques amounting to a total of \$60,000 into his DBS account in February 1997. He does not give any alternative explanation for the appearance of these deposits. In the circumstances, I accept that the wife contributed a further \$60,000 and that the husband's initial cash contribution should be reduced to \$30,000. The wife's total cash contribution thus comes to \$77,315.38 (inclusive of the sum of \$17,315.38 in [14] above).

16 The next dispute is as to the sum of \$80,000 which the wife says she put into the husband's DBS account on 2 May 1997 to assist in paying for the renovations and furnishings of the Home. The wife produced a copy of her POSB bank statement for May 1997 showing that she had withdrawn \$80,000 on 2 May 1997. She also produced a copy of the husband's DBS account statement for May 1997 and it showed a deposit of \$80,000 on that same day. Before the deposit, the husband had only \$23,055.68 in his account. The husband did not explain where this money came from. All he said was that the source of the \$80,000 could not be traced to the wife. However, after that assertion was made, the wife was able to show that she had taken out \$80,000 from her bank on the relevant day. In the circumstances, I accept the wife's claim to have paid \$80,000 for the renovations.

17 I turn to a further sum which was spent for renovations and furnishings. This amounted to \$92,720. The wife says that the documentary evidence supports her contention that she spent that amount. In his affidavit, the husband said that at least \$25,000 of that sum came as a gift to both of them from the wife's parents. However, he could not prove that. The \$150,000 that the wife's mother gave them in 1997 was fully utilised in the purchase as noted above. Between April and October 1997, the wife received large sums of money as her inheritance from her grandfather's estate. Any money that she spent towards the Home from this source will have to be credited to her alone.

18 At the hearing, the wife broke down the \$92,720 into four sums, viz, \$7,720, \$60,000, \$15,000 and \$10,000. Taking the amounts in turn, the husband acknowledged that the wife had paid \$7,720 for renovations. I therefore accept this figure. The next sum, \$60,000, is not supported by any receipts or bills. I must therefore disregard it. As for the \$15,000 she stated that this was in respect

of furniture and was paid for by her father. I cannot include this sum as part of her contribution towards the Home since the cost of furniture cannot be considered part of the purchase price of the Home. The final amount, \$10,000, was used to pay for some minor renovations in 2003. In total, the sum of \$92,720 must be reduced to \$17,720 being sums paid by the wife for renovations.

19 The next contention relates to the payment of instalments from HSBC 142. The husband's position is that he should get full credit for all these instalments because he contributed the opening balance of \$312,815.89 to HSBC 142 when that account was opened in 2006. The wife says that she contributed \$112,815.89 to HSBC 142 and the husband's contribution was \$200,000 only. Therefore, she says, the instalment payments should be apportioned between the husband and the wife in the proportions 64:36. The bank statements produced by the wife show that on 21 June 2006 two cheques were paid into HSBC 142. One was for \$200,000 and that is the payment which the wife accepts that the husband made. The second cheque in the sum of \$60,000 was drawn on the wife's POSB current account. On 29 June 2006, a cheque for \$50,000 drawn on the wife's POSB current account was also paid into HSBC 142. The documents therefore support the wife's allegation of having contributed \$110,000 at least. They do not support her assertion that she supplied the \$2,815.89 which was the balance brought forward in the account on 1 June 2006. Further, apart from the deposit of \$200,000 which the wife accepts came from the husband there is no evidence on contributions made by him. There is no indication where the sum of \$2,815.89 came from and I therefore attribute it to both parties equally. Accordingly, the contributions to HSBC 142 must be apportioned 64.5:35.5 in favour of the husband. There is a slight difference of \$70 in the instalment amounts mentioned by the husband and the wife. I will use the husband's figure of \$1,700 per month for the six-year period between July 2006 and July 2012.

20 I accept the wife's capital repayment of \$50,000 made in 30 May 2000. Whilst the husband disputed that the wife paid it, he did not show any evidence that he had made the payment. On the other hand, the wife produced her POSB details and acknowledgment of the payment by the mortgagee bank.

21 As for the sum of \$30,000 allegedly paid by the wife in December 1998, she said that she put this sum into the joint POSB account from which the monthly loan instalment was being deducted by the then mortgagee DBS. She did not, however, produce evidence of this. During the period between completion of the purchase in 1997 and refinancing of the Home in 2006, the housing loan was paid to DBS by monthly instalments. Part, if not all, of these instalments came from the husband's CPF account. The husband has claimed that he paid the difference in cash but there is no evidence of cash payments over and above amounts taken from his CPF account. Since neither party has been able to quantify or prove any cash contribution towards the monthly instalments, I am ignoring them for the purpose of this calculation.

22 As a result of the findings made above, the table of contributions to the purchase of the Home is revised as follows:

Contribution	Husband	Wife
Down-payment: Cash	\$30,000	\$77,315.38
Down-payment: CPF	\$143,000	\$57,371.49
Renovations	\$0	\$80,000
Additional renovations and furnishings	\$0	\$17,720

Instalment payments through CPF	\$243,158.93	\$0
Capital repayment 6 December 1998	\$0	\$0
Capital repayment on 30 May 2000	\$0	\$50,000
Capital repayment on 8 January 2002	\$40,000	\$0
Repayment of housing loan by deduction from HSBC 142 between July 2006 and July 2012	\$78,948 (being 64.5% of \$1,700 pm for 72 months)	\$43,452 (being 35.5% of instalments of \$1,700 pm for 72 months)
Repayment of housing loan between August 2012 and April 2013	\$8,394.78 (being 64.5% of \$1,446.13 pm for 9 months)	\$4,620.38 (being 35.5% of instalments of \$1,446.13 pm for 9 months)
<b>Total:</b>	<b><u>\$543,501.71</u></b>	<b><u>\$330,479.25</u></b>

23 On the basis of the figures given above, the total amount paid towards the purchase price was \$873,980.96. Of this, the husband contributed 62.2% whilst the wife contributed 37.8%.

24 It is difficult for me to value the Home as at January 2013 as no evidence of its value then has been placed before me. The husband has adduced some records produced by the Urban Redevelopment Authority listing sales of properties in the same road as the Home. The earliest of these, a sale in June 2013, was at a price of \$2,950,000. The wife produced a professional valuation carried out according to the Direct Comparison Method and that put the value of the Home at \$2,150,000 as at 27 February 2014. Whilst the husband's figure is closer in time to the date of the interim judgement it does not bear much weight as there are no details of the property sold in June 2013 and I do not know whether it was substantially comparable to the Home.

### ***Assets claimed by the wife***

25 In 1997, the wife inherited a substantial sum, in excess of \$750,000, from her grandfather. Apart from the gifts of \$150,000 and \$15,000 made by her parents on the occasion of the purchase of the Home, the wife received cash gifts from them amounting to approximately \$145,000 between 2004 and 2006. The wife claims that the following assets were derived from her inheritance and her parents' gifts and therefore should belong to her solely and should not form part of the matrimonial pool:

- (a) The shares in the wife's CDP account valued at \$205,344.66;
- (b) The shares in the wife's DBS Vickers' Shares Trading Account valued at \$93,003.61;
- (c) The cash balance in her POSB account No 085xxx being \$130,178.41;
- (d) UK Premium Bonds (the "Bonds") of which Bonds worth \$20,008 are in the wife's name and Bonds worth \$14,004 are in the husband's name; and
- (e) The moneys in three US accounts (Frost accounts) which are held jointly with the husband and which total \$26,622.31.



26 The husband acknowledged that the wife had inherited \$764,921.29 from her grandfather and had received a total of \$295,000 from her parents. He claimed that her parents' gifts were to him as well but, apart from the gift made in 1997 for the purpose of helping the couple finance the Home, there is no evidence that the gifts were meant to be joint gifts. All the gifts were made by cheque drawn in favour of the wife. The husband also asserted that he had no idea what the wife had done with the sum of \$130,000 given to her by her parents in 2006. If he took no interest in this gift, he must not have thought it was for him as well. He stated that apart from the gifts used for the benefit of the family, the wife had always been in control of the funds and she did as she pleased with them. The wife's position is that she used a lot of her own money to support the family while they were in the United Kingdom ("UK") and, later, the United States of America ("US"), for the husband's training. She has been able to substantiate about \$170,000 in transfers but asserts that the amount that she spent exceeded this sum.

27 The law is that assets acquired during the marriage by gift from a third party or inheritance, fall within the pool of matrimonial assets only if the same were substantially improved during the marriage by the other party or by both parties to the marriage. The assets that the wife claims to belong to her alone are shares and bank balances. The husband does not claim to have improved these. The most that he says is that some part of them may have been derived from his income since she had free access to the moneys in his personal DBS account and after that to those in a joint DBS account which he funded. He also says that the wife consciously used her own funds as an expression of her financial freedom and liked doing things on her own terms.

28 I accept that on the evidence, items (a), (b) and (c) listed in [25] above were acquired by the wife with her own funds arising from inheritance or gift. They should therefore be removed from the pool. The same goes for the Bonds in the wife's name being part of item (d). The question that arises is whether the Bonds in the husband's name and the moneys in the Frost accounts should be treated the same way.

29 The wife's position is that she purchased the Bonds which were put in the husband's sole name, using her inheritance. The wife wants the Bonds to be sold and the proceeds returned to her. Similarly, the moneys in the Frost accounts were funded from her inheritance and should be returned to her. The husband says that these are bare allegations and there is no documentary proof that the moneys used for the Frost accounts or the Bonds came from her alone. She has not shown that there was no mixture of funds. The burden is on the wife to show the source of the funds was only her inheritance. The wife had some savings during the early part of the marriage when she was still working and therefore there may well have been a mixture of funds. The wife's response was that the first time the husband ever said that she could have taken his money was in his submissions. The husband knew that the wife had her own money and never alleged that she mixed her money with his in the joint account.

30 I take the Bonds first. I note that when the family was in the UK for the husband's training, his clinical allowance/stipend was deposited into his personal DBS account in Singapore. The husband says that the money was used to pay for the housing and car loan instalments in Singapore but that he had access to the funds while in the UK. He does not go so far as to assert that he purchased the Bonds with his money. I consider, however, that if the wife bought them with her funds alone, but placed the Bonds in the husband's name, she was making a gift to him. She could very well have placed the Bonds in her name alone as she did with other similar bonds that she purchased. Gifts between spouses during the marriage are generally treated as part of the matrimonial pool of assets at the end of the marriage unless there is a particular reason not to do so. Accordingly, the Bonds in the husband's name must be regarded as part of the pool. As for the moneys in the Frost accounts, the husband said that the wife deposited some money into several fixed deposits in the US because

the interest rates were better there than in Singapore. After they moved back to Singapore she continued to manage these moneys. The Frost accounts were always in joint names. There is no clear evidence that the funds came solely or mainly from the wife and therefore I think that these moneys should be treated as having been jointly acquired and kept as part of the pool as well.

### ***Dispute relating to value of assets in husband's sole name***

31 There are disputes about the value of some of the assets in the husband's sole name. These assets are shown in Table 2 in [7] above. I will deal first with items 6 and 7. Item 6 is the husband's CPF investment from his CPF special account which the wife values at \$74,000. The husband says that this is double-counting as this is the same investment as the husband's Prudential Prulink policy disclosed as item 20 under Table 1 in [6] above. The documentary evidence supports the husband's position. Moving to item 7, this is in respect of the husband's CPF moneys utilised towards the purchase of the Home and accrued interest as at December 2011. The husband says that this is another instance of double-counting as his CPF money used in relation to the Home is already encapsulated in the value of the Home. I accept this argument. I should state here that a similar approach must be taken to item 8 being the wife's CPF funds used for the purchase of the Home. For the foregoing reasons, items 6, 7 and 8 cannot be part of the pool.

32 I now move to items 2 to 5 in Table 2. These are balances in various bank accounts. In respect of these items, it has to be borne in mind that the husband informed the wife in December 2011 that he wanted a divorce and he moved out of the Home in January 2012. He started the divorce proceedings in July 2012. The interim judgment was issued in January 2013.

33 In November 2011, the husband withdrew \$100,000 from the joint DBS account No 032xxx ("joint DBS account") and transferred it into his Standard Chartered Bank account No 561xxx ("SCB account"). After he moved out of the Home, the SCB account became his main working account and he used it to pay for his living expenses. This disclosure was made in the husband's second affidavit of assets and means.

34 In the husband's first affidavit of assets and means, he disclosed that he transferred a sum of \$900,000 from the joint DBS account into his sole DBS account No 558 ("the DBS savings account") in January 2012. He said that he did this for safekeeping pending the determination of the ancillary matters. In November 2012, \$600,000 was transferred from the DBS savings account into his UOB High Yield account No 668xxx ("UOB High Yield") and a further \$300,000 was sent from the DBS savings account to his mother. The husband explained that he wanted to provide financial help to his mother as she had been drawing down on her retirement savings to help his brother avoid bankruptcy. The DBS savings account has since been closed.

35 The wife submits that the husband has dissipated some of his assets and has not made full disclosure. She wants the total sum of \$1m withdrawn from the joint DBS account between November 2011 and January 2012 to be attributed to the husband and included in the matrimonial pool. The husband's position is that he has fully accounted for this money. The only part of it that has been spent is the \$300,000 which he sent to his mother.

36 The parties have agreed that the operative date for division of matrimonial property should be the date of the interim judgment, ie, 22 January 2013. Therefore that date or one as close to it as possible should be used for the assessment of the pool and valuation of the assets. The documents disclosed by them show the following:

ACCOUNT DESCRIPTION	BALANCE	DATE
Joint DBS account	\$571,640.15	February 2012
UOB account 668xxx	\$600,065.75	31 January 2013
SCB account No 561xxx	\$31,127.67	18 December 2012
DBS savings account	\$318,873.35	31 December 2012

It should be noted that the balance in the joint DBS account as given above was the balance shown after the \$1m had been withdrawn by the husband. The husband explained that from February 2012, a further \$3,000 a month was withdrawn from the joint DBS account and put in the DBS savings account. He maintained that he had made full disclosure of all his bank accounts and of all his dealings with them. The husband says that the DBS savings account should be valued at zero because he had transferred \$600,000 into the UOB High Yield account, sent his mother \$300,000 from the balance and subsequently closed the account.

37 The wife makes various points regarding the movements of money between the husband's accounts and in relation to withdrawals that he made from November 2011. I am not going into these points here because, having considered them, I find that they lack substance. I am satisfied with the disclosure made by the husband.

38 I do not, however, accept his position that the DBS savings account should be considered as having a nil balance for the purpose of division, per item 2 of Table 2. According to his bank statement, on 31 December 2012, there was \$318,878.35 in that account which balance would have included the \$3,000 monthly transfers from the joint DBS account. Of that amount, the \$300,000 given to the husband's mother has to be notionally pooled back into the matrimonial assets. The husband was entitled to give his mother money if he wanted to, but that gift must come out from his share of the assets only. The wife cannot be made to contribute to it. As for the remaining \$18,000 or so, that came from the joint DBS account from February 2012 onwards and, therefore, apart perhaps from the initial withdrawal of \$3,000 in February 2012 itself and interest earned on the balances, would all have been encompassed in that month's balance in the joint DBS account. I note from the bank statement that for the period between 1 October and 31 December, the account earned \$296.93 in interest but \$193.77 of this was for October alone because that was before the husband transferred \$600,000 to his UOB account. As a rough estimate, the account would have accrued about \$180 a month in interest between March and September 2012. Therefore I think that a further \$4,556.93 (being \$3000 as principal, \$1260 as interest up to end September 2012 and \$296.93 as interest up to 31 December 2012) have to be added to the pool as moneys which should have been in the DBS savings account at the date of the interim judgment.

39 Item 3 of the list is in respect of the sum of \$100,000 transferred from the joint DBS account into the SCB account. The husband said it should not be brought back into the pool for two reasons. First, he used this account for his expenses, including his rent and legal fees, between January and December 2012. Second, there would be double-counting of the sum of \$31,127.67 which is already included as one of the husband's assets, being item 10 of Table 1. I find it difficult to accept this argument. The husband is a highly paid doctor. During 2012, he earned an annual income of over \$700,000. That income should have been more than sufficient to cover his extra expenses during the year. The husband has not explained why he needed to spend more than \$67,000 from the \$100,000

taken from the joint DBS account as well. Further, there was some evidence that during 2012 the husband did make some withdrawals from the joint DBS account. Accordingly, the whole of the \$100,000 must be put back in the pool as well and this means crediting the husband with an extra \$68,872.33.

40 The final item, item 4, relates to the sum of \$45,000 which represents an accumulation of the \$3,000 monthly transfers from the joint DBS account to the DBS savings account until the latter was closed. I agree with the husband that this amount should not be counted because to do so would be to double-count: part of it is already represented in the February 2012 balance in the joint DBS account and I have already added back \$4,556.93 pursuant to [38] above.

***Pool of matrimonial assets re-calculated***

41 For the reasons given above, apart from the Home, the matrimonial assets and their values are as set out in the table below:

<b>ASSETS IN JOINT NAMES</b>		
<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	DBS Bank Account No 032xxx	\$571,640.15
2	HSBC Bank Account No 142xxx	\$203,716.10
3	HSBC 143xxx	\$316.11
4	Frost (US) 404xxx	\$10,110.31
5	Frost (US) 404xxx	\$13,400
6	Frost (US) 512xxx	\$3,112
	<b>Total:</b>	<b><u>\$802,294.67</u></b>
<b>ASSETS IN HUSBAND'S SOLE NAME</b>		
7	UOB Account No 668xxx	\$600,065.75
8	UOB Current Account No 381xxx	\$9,369.98
9	UOB Uniplus 381xxx	\$8,884.70
10	DBS MySavings Account No 558xxx	\$304,556.93 (notional balance as at 22 January 2013)
11	Standard Chartered Bank Account No 561xxx	\$100,000 (being money transferred from the joint DBS account)
12	DBS SRS Account No 0015xxx	\$85,439.67
13	DBS Vickers Account No 195xxx (\$103,606.81 + \$37,198.06)	\$140,804.87
14	1983 Mercedes S Class	\$30,000
15	NTUC – Life Insurance (Protection Scheme) – Amount insured \$46,000	No surrender value

16	Surrender value of NTUC Income Life Insurance Policy No 001xxx	\$63,432
17	AIA – Financial Guardian – Basic – Amount insured \$75,000	No surrender value
18	OUB Manulife Living Choice Insurance Policy No 149xxx	\$76,257.99
19	UK Premium Bonds @ GBP 7,000	\$14,004
20	CPF Accounts (as at 31 December 2012) (i) Special Account (ii) Ordinary Account (iii) Medisave Account (iv) Investment – ordinary	\$63,034.02 \$99,070.23 \$44,178.93 \$11,688.59
21	Prudential Prulink Policy No 433xxx	\$74,444.08
	<b>Total:</b>	<b><u>\$1,725,231.74</u></b>
<b>ASSETS IN WIFE'S SOLE NAME</b>		
22	Mazda Premacy	\$19,700
23	Prudential Insurance Policy No 010xxx	\$46,558
24	Great Eastern Life Policy No xxx	\$24,650
25	NTUC Endowment Policy No 010xxx	\$10,415
26	CPF (as at 30 March 2013) (i) Ordinary Account (ii) Medisave Account (iii) Special Account	\$1,781.01 \$15,072.91 \$181.57
27	SICC membership (transfer fee of \$30,000)	\$220,000
	<b>Total:</b>	<b><u>\$338,358.49</u></b>

42 The value of the assets in the pool, leaving aside the Home, come to a total of \$2,865,884.90. For most of the marriage the husband was the sole breadwinner. Most of the assets were therefore derived from his income. The wife did contribute to some of them, either from her savings or her inheritance. She must be credited with her CPF balances, half the amounts in the Frost accounts and for paying the total cost of the Bonds in the husband's name. In addition, she paid \$60,000 towards the purchase of the SICC membership. In total therefore, the wife's financial contribution to the assets would be \$104,350.65 (\$13,311.16 (half of Frost) + \$14,004 (Bonds) + \$60,000 (SICC) + \$17,035.49 (CPF)). This figure is approximately 3.6% of the total value of the assets.

### ***Parties' indirect and non-financial contributions***

#### *The husband*

43 The husband's position is that throughout the marriage he was the sole breadwinner and the wife was a homemaker. He deposited his income into his personal DBS account, which subsequently became the joint DBS account, and all the family's expenses came from this account. Whilst conceding that the wife made financial contributions to the family's welfare in the early years of the marriage, he maintains that from the time they returned to Singapore in 2001, her financial contributions had been minimal.

44 The husband says that he made significant non-financial contributions towards the Home and the welfare of the family. Despite his heavy work schedule, he always placed the children's welfare as a top priority. He is a hands-on father and used to take the children to school in the morning. Even after he left the Home, he came back twice a week to spend nights with the children and to take them to school the following morning. He monitored the children's school work, attended their bowling competitions and important school events. During the weekends, the husband took the children out for food and activities and he also took the children on vacation including visits to his family in Malaysia.

45 The husband says that he managed the family's finances and helped out with household chores and repairs in the evenings and the weekends.

46 The husband says that during the family's stay in the UK for two years, his mother lived with them. He and the wife relied on her support in the raising and care of the children. He said that his mother was as much the children's caregiver as the wife and he were in the UK. In 2000, the family spent six months in the US for his subspeciality training. His mother spent some time with them helping out. After 2001, the family lived in Singapore and had a full-time helper who did the cooking, cleaning and most of the household chores.

#### *The wife*

47 The wife says that she has made substantial indirect and non-financial contributions to the family.

48 As far as her indirect financial contributions are concerned, apart from helping the husband buy a car in 1997, she used her own money to pay for many of the family's expenses. These included kindergarten fees and the children's enrichment and tuition fees, the cost of hiring a maid and household purchases. In addition, she paid for her own credit cards and even paid some of the husband's credit card bills and personal subscriptions. Further, while the family was overseas, since the husband had little money, she transmitted large sums from her personal account to her overseas bank accounts and these moneys were used for daily living expenses, purchase of cars and a roof over their heads.

49 As regards her non-financial contributions, the wife emphasises the fact that she left full-time employment in June 1998 to take care of the family. She had devoted herself to the family and rarely went out on her own. She took care of maintenance jobs around the Home and although the family had a domestic helper, the wife was the one who supervised and gave the helper directions. In particular, the wife said that she painted the Home, repaired water-damaged walls, did simple plumbing, assembled furniture, repaired household linens and did gardening and pet care.

50 From birth, the wife looked after the children. Whilst the husband's mother did help when she visited the family abroad, the wife denied that they relied on her. The wife emphasises that she has tried to impart moral values to the children and has involved them in charity work. The wife maintains that she used to transport the children to and from school and also coached them in their studies. In addition, she did volunteer work at two schools to help the children secure places in the schools. After their admission, she spent a lot of time on school-related activities both in the schools and at home. She put a lot of effort into the children, nurturing them and broadening their experiences. As a result, each one has won well over 20 awards and trophies for both academic subjects and sports.

#### *Proposals for division*

51 The husband calculated the wife's financial contribution to the Home as being 11%. On that basis, he proposed that it would be fair for the court to award her a 25% share of the Home. As for the other joint assets, the husband proposed that the money in HSBC 142 be used to pay off the housing loan and that thereafter the balance and all other joint assets be divided 75:25 between the husband and wife respectively. As for assets in the parties' sole names, each party is to keep the same.

52 On the husband's calculation, following his proposals for division would mean that the wife receives 31% of the assets while he receives 69% of the assets. He considers this fair as he is not making any claim for a share in the assets which are in the wife's name despite the fact that he had contributed financially to her assets while she did not contribute to his.

53 The husband would like the option to buy over the wife's share in the Home on the basis that he pays her 25% of the net equity of the Home being its market value as at the date of the order of court. Thereafter, the husband would agree to the children continuing to reside at the Home until they finish basic tertiary education. The wife may reside there with the children for the same period of time. If the husband does not exercise his option to buy the wife's share in the Home, then it should be sold in the open market with the net proceeds, after payment of the housing loan and refund of CPF moneys, being divided 75:25 in favour of the husband.

54 The wife submits that the court should follow the classification method on the basis that, as stated in *NK v NL* [2007] 3 SLR(R) 743, this is the approach that is appropriate in a situation where there are multiple classes of assets and where the parties have made different contributions. Here, it is in the Home that the wife's direct financial contributions can be most clearly seen. To simply make an award based on a global assessment of all matrimonial assets, including the Home, would not achieve a just and equitable division for the wife.

55 The wife calculates her financial contributions to the Home as amounting to 51.36% of the cost of acquisition. She proposes that she be given between 80% and 85% of the net value of the Home being the market valuation of \$2,150,000 less the existing housing loan. She wishes to retain the Home and therefore is willing to buy over the husband's share. As for the other matrimonial assets, the wife wants at least 50% of the same.

#### *My decision*

56 I agree with the wife's submissions that this is a case in which the classification approach should be taken. The wife's direct financial contributions were substantial only in regard to the Home while being minimal in regard to the other assets in the pool. In view of the number of assets in the pool to which the wife contributed very little and the fact that it is not possible for me to determine the value of the Home as at January 2013, the classification approach is more likely to result in an equitable outcome.

57 I have already determined the wife's share of the cost of the Home as being 37.8% and her share of the cost of the other assets as being 3.6%. As for her indirect and non-financial contributions to the family, I accept that she has been an involved and caring mother. She gave up her career to go abroad with the husband and family and after their return she remained a full-time caregiver. Whilst she has had assistance at home, the main responsibility for the home and family has been the wife's.

58 I accept too that the husband has fully carried out his responsibility of supporting the family and has also made efforts to be a hands-on father despite the demands of his busy career. In view of

the time and effort he has had to devote to his career, in which he has done very well, he has not had as much time with the children as the wife but he has made efforts at developing his relationship with them. The parties are both to be congratulated in that, since the separation and divorce, they have still worked together to ensure that the children have warm and on-going ties with both parents.

59 The marriage lasted slightly over 16 years, from November 1996. The wife devoted her efforts to the family and, in the early years when the husband's means were lower, did not hesitate to contribute financially from her own resources. After the husband's situation improved, she still made financial contributions though more sporadically and at a much lower level. I have, however, also to give regard to the husband's efforts. Overall, I think the correct percentage to award the wife would be 25% for her non-financial contributions. Rounding the figures slightly, this would mean that she would be entitled to 63% of the Home and 28.5% of the other assets in the pool.

60 The wife wishes to retain the Home. As she is entitled to a larger share of it, I give her the first option to take over the husband's 37% share of the net value of the Home (after deduction of the outstanding housing loan). As there have been changes in the property market over the last two years, the parties shall procure a new valuation which they should pay for in proportion to their shares in the Home. The wife shall inform the husband within one month of the issue of the valuation report whether she wishes to buy over his share. If she does not, the husband shall have the option, to be exercised within a further two, to buy over the wife's share.

61 As for the other assets, those in the wife's name, in whole figures, total \$338,358. The wife shall be entitled to retain these. The total value of the assets is \$2,865,884.90. Therefore, 28.5% is equivalent to \$816,777. The husband shall pay her a further \$478,419 to make up the difference between the assets in her hands and the sum of \$816,777. The amount that the husband has to pay her may be set off against what she has to pay him to take over the Home if she exercises the purchase option. Upon such payment or set off by the husband, all assets in joint names, apart from the Home, shall be transferred to the husband solely. Further, if the husband sets off the amount payable to the wife against the amount she has to pay him for the Home, the husband shall be responsible for refunding his own CPF account if required. If neither party wishes to take over the other's share in the Home, the Home shall be sold in the open market within six months and the net proceeds of sale (after deduction of expenses and housing loan) shall be divided between the wife and the husband respectively in the proportions 63:37. Each party shall reimburse his/her CPF account from his/her share of the sale proceeds.

## **Maintenance**

62 In her submissions before me, the wife asked for monthly maintenance of \$13,000 per month, a sum of \$7,000 at the end of every year towards her holiday expenses and a new car of a model equivalent to that of a Mazda Premacy every five years. The husband was willing to pay her \$2,000 per month on the basis that she has earning capacity and should find gainful employment and that he is bearing all the children's expenses. After the hearing the wife wrote in to ask for maintenance on a lump-sum basis.

63 The wife tabulated her expenses as follows:

<b>(A) Household</b>	<b>Description</b>	<b>Monthly amount</b>
1	Groceries – supermarket	\$1,200



2	Groceries – wet market	\$240
3	Festive season food and fun expenses	\$67
4	Internet / SCV	\$400
5	Meals out	\$1,400
6	Mortgage / tax / Home insurance	\$1,543
7	Pet dog	\$200
8	Pharmacy / Chinese herbs	\$100
9	Service air-conditioners	\$550
10	SICC Club fees	\$300
11	Utilities / gas	\$500
12	House maintenance – replace items	\$1,000
<b>(B) Car</b>	<b>Description</b>	<b>Monthly amount</b>
13	Petrol	\$590
14	Cashcard	\$70
15	Road tax	\$100
16	Insurance	\$100
17	Servicing / maintenance	\$560
18	Miscellaneous	\$12
<b>(C) Maid</b>	<b>Description</b>	<b>Monthly amount</b>
19	Salary and levy	\$765
20	Medical	\$33
21	Home leave every two years	\$104
22	Others	\$30
<b>(D) Personal</b>	<b>Description</b>	<b>Monthly amount</b>
23	“Ang pows” and other festive gifts	\$50
24	Books / CD / magazines	\$60
25	Breakfast / lunch out on weekdays	\$250
26	Church donations	\$500
27	Clothes / shoes / bags / accessories	\$500
28	Courses / talks	\$500

29	Hair / grooming	\$500
30	Insurance	\$249
31	Medical / dental	\$67
32	Outings	\$50
33	Personal vacations	\$400
34	Skincare / cosmetics	\$100
35	Float	\$500
<b>(E) Other expenses</b>	<b>Description</b>	<b>Monthly amount</b>
36	Overseas vacations	\$2,666
37	The husband's insurance	\$1,563
38	The wife's insurance	\$1,000
39	Hospital / surgical	–
40	Car	–
41	Children's upkeep	\$3,000

64 Taken together the items in the above boxes come up to \$21,819. The breakdown is as follows:

- (a) Household expenses: \$7,500
- (b) Car expenses: \$1,432
- (c) Maid's expenses: \$932
- (d) Personal expenses: \$3,726
- (e) Other expenses: \$8,229

The husband criticises this sum as being excessive.

65 I consider that the wife's list of expenses is inflated in some respects. First, dealing with the household expenses under section (A) of the table in [63] above, item 6, the sum of \$1,543 being the mortgage payment and property tax and home insurance should be reduced as the mortgage payment comes out of HSBC 142 and, in any event, will cease to be applicable when the Home is sold. Instead, I allocate \$250 towards the property tax and insurance of a replacement home. Then, in respect of items 1, 2, 3, 4, 5 and 11, these cover the children's food, phone bills and utilities as well. They total \$3,807 and I would reduce them by 60% (bearing in mind that there are also food and utility expenses for the maid) to \$1,523. Item 9, servicing of air-conditioners, seems to be on the high side and I would put it at \$300. As for the house maintenance, some of these would be capital expenditure. I would reduce the figure to \$700. By my calculation, the new total for section (A) would be \$3,373.

66 Moving to the car expenses in section (B) and the maid's expenses in section (C), the agreed

maintenance for the children has been calculated to cover the children's share of these expenses. Therefore, I reduce each by 50% to \$716 and \$466 respectively.

67 The wife's personal expenses come to \$3,726. The husband says that a more reasonable figure would be \$1,865. He should not have to pay her expenses for "ang pows", church donations and her insurance premiums which the wife has always paid herself. The sums of \$500 for clothing and accessory and another \$500 for hair grooming each month are excessive because the wife, by her own evidence, was frugal and she herself has testified how she did not spend too much money on clothes or spas, facials and massages. The wife did not buy branded goods but purchased items from thrift shops.

68 Looking at section (D) of the table, I delete items 23 and 26 being the "ang pows" and church donations. As for items 27, 28 and 29 which refer to clothes, grooming and courses, I reduce them from \$1,500 in total to \$1,000 in total. I omit 35 since this is not a regular expense but would be taken from savings.

69 Moving to section (E), as for personal vacations and overseas vacations, items 33 and 36, the husband is paying the wife \$9,000 annually for the children's vacations with her, so I think it would be reasonable for her to spend \$750 per month (\$9,000 annually) on these items for both her own holidays and those with the children. As for item 37, this refers to the insurance policies which the husband has taken out and which he is or should be paying for. They are not the wife's responsibility so this item must be deleted. Item 38 is the wife's proposed new insurance premium, put at \$1,000 because she wants to add a new endowment plan costing \$500 per month and medical insurance. I disallow this item. The wife has not put any figure for her hospital/surgical expenses as she wants the husband to pay these as and when incurred. I will allocate \$400 a month to this item. Finally, I disallow item 41 which is for the children's upkeep since this is now borne by the husband. All in all under sections (D) and (E), the wife's reasonable expenses would be \$2,926.

70 Totalling up the revised figures for sections (A) to (E), I get \$7,481 per month. This excludes any mortgage loan the wife might have to pay after the matrimonial assets are divided and the cost of replacing her car when the Certificate of Entitlement of the current car runs out. The wife says that she has had a car since 1987 and having her own transport is part of her lifestyle. Based on the family's lifestyle before the breakup of the marriage, I consider it reasonable for the wife to expect to have her own car to drive. The wife is only asking for a car every ten years which is not excessive. A sum of \$1,250 per month would give her \$150,000 over ten years and this should enable her to purchase a reasonable family car. Thus, I consider the sum of \$8,731 per month or, to round it down, \$8,700, to be reasonable in terms of the wife's maintenance.

71 There is no doubt that the husband can afford to pay the wife \$8,700 per month in addition to the amounts that he is paying as the children's maintenance. According to his affidavit, his monthly expenses, including the children's expenses, come up to \$28,000 per month. On the other hand, his monthly take-home income is at least \$58,000 per month. The husband, however, says that the wife should find work. She has earning capacity, having worked before marriage and in the early years of the marriage. Her contemporaries are now commanding salaries in the region of \$15,000 a month. Further, the wife has her own financial resources. Having re-calculated the wife's expenses at a total of \$3,400 a month, the husband was offering to pay her \$2,000 a month. It would seem that the husband considers the wife capable of earning about \$1,400 a month.

72 The wife is now 44 years old. She has been out of the job market since 1998, about 16 years. I have no doubt that she is capable of finding gainful employment. It is helpful that she has computer skills. However, her work experience is long out of date and she may find some difficulty in re-

adjusting to employment, at least in the short term. I do not think the wife can earn \$15,000 per month at present. She should, however, be able to earn \$2,000 a month. Therefore, I would assess the monthly maintenance payable by the husband at \$6,700.

73 In the written submissions filed on the wife's behalf in February 2014, she asked for monthly maintenance of \$13,000. At the second hearing before me, which took place on 27 May 2014, she did not change this position. The next day, however, the wife's solicitor wrote in to the court and stated that the wife requested the court to consider awarding her a lump-sum maintenance instead. The husband's solicitor objected to this request on the basis that the parties had not made any submissions on lump-sum maintenance. I accept this point. I have not had the opportunity of considering submissions on whether a lump-sum was appropriate or on how the lump-sum should be calculated, especially since the wife is still fairly young and is thinking of a multiplier of 30. Before making any decision on lump-sum maintenance, I would also have had to receive and consider submissions on the multiplier and on what discount, if any, should be applied to it.

74 Accordingly, I award the wife monthly maintenance of \$6,700.

## **Conclusion**

75 I will see the parties to finalise the exact terms of the orders that have to be made to implement this judgment. In particular, I need to consider the date from which the maintenance shall be payable and whether any order as to costs should be made.

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