

Goh Cheek Yean v Lum Sai Gek  
[2014] SGHC 91

**Case Number** : DT No 1921 of 2011  
**Decision Date** : 29 April 2014  
**Tribunal/Court** : High Court  
**Coram** : Belinda Ang Saw Ean J  
**Counsel Name(s)** : Tan Yew Cheng (Leong Partnership) for the plaintiff; Kee Lay Lian (Rajah & Tann LLP) for the defendant.  
**Parties** : Goh Cheek Yean — Lum Sai Gek

*Family Law – Matrimonial assets – Division*

*Family Law – Maintenance – Wife*

29 April 2014

**Belinda Ang Saw Ean J:**

1 The plaintiff, Goh Cheek Yean, and the defendant, Lum Sai Gek, were married on 27 October 1980, and they have three children who are now adults. The parties divorced after 31 years of marriage. The plaintiff filed for a divorce in April 2011 on the ground that the parties had lived apart for a continuous period of at least four years immediately preceding the filing of the Writ of Divorce (s 95(e) of the Women's Charter (Cap 353, 2009 Rev Ed). Interim judgment of Divorce was granted on 29 November 2011.

2 At the conclusion of the hearing on 4 October 2013 ("October hearing"), I ordered apportionment of the matrimonial assets on a 50:50 basis. In addition, monthly maintenance of \$1 was awarded to the plaintiff. In light of the equal apportionment of the matrimonial assets and the nature of the assets in question, the parties were directed to address the court on the specific orders that were required.

3 On 18 November 2013, the parties appeared to record as orders made in the ancillary proceedings the terms of the agreed mode of division of the matrimonial assets. The extracted Order of Court dated 18 November 2013 read as follows:

(a) The Matrimonial Home at 25 Siglap Road, Singapore 455864 shall be sold in the open market at the best available price within six (6) months from the date of this Order and the sale proceeds shall be divided equally between the parties. The Plaintiff is given the option to purchase the Defendant's share if she wishes at market price within seven (7) days from receipt of an open market offer. The costs of the sale shall be borne by both parties equally. The parties will refund, if necessary, principal with interest to their own CPF accounts from their respective share of the sale proceeds.

(b) The balance monies in the HSBC Premier account no. [xxx-xxxxxx-496] standing at \$255,018.52 as at 8 July 2013 (item 3 of the Schedule annexed to the Order) be set aside for Lum Han Wen Joel's tertiary education and any remaining amounts after payment of school fees and expenses for Lum Han Wen Joel's tertiary education in Australia shall be divided between the

Plaintiff and the Defendant equally.

(c) The remaining total value of the Matrimonial Assets (i.e. other than all the monies in the HSBC account no. [xxx-xxxxxx-496] in paragraph (b) hereof) as contained in the Schedule annexed hereto be divided equally between the Plaintiff and the Defendant and each party shall take into account the assets under his/her sole name in calculating the half-share of the assets that he/she shall receive.

(d) If and when the Defendant sells his SIA Engineering shares (which are stock options), the Plaintiff shall get 50% of the net profits after payment of costs and disbursements.

(e) The Defendant is to pay the Plaintiff monthly maintenance of \$1.

(f) No order as to costs.

(g) There shall be liberty to apply.

4 The plaintiff has appealed against that part of the decision that divided the matrimonial assets equally between the parties. My grounds of decision will focus primarily on the equal division of the matrimonial assets.

### **Scope of the dispute**

5 The defendant's written submissions outlined the following issues to be decided in the ancillary proceedings:

- (a) the division of the matrimonial assets;
- (b) the tertiary education expenses of the son, Joel; and
- (c) the maintenance of the plaintiff.

6 I will comment on issue (a) last since the other two issues (b) and (c) are short points.

7 The issue of maintenance did not feature much in the arguments even though the plaintiff's idea of a nominal sum was \$100 per month. Issue (b) is also a short point. By the October hearing, the opposing positions on the expenses of Joel's education had dwindled. I refer to the balance sum of \$255,018.52 in the joint HSBC Premier Account No. xxx-xxxxx-496 ("HSBC Account"). First, it was not seriously disputed that the funds in that HSBC Account were from the balance sale proceeds of the investment property at 991 Bukit Timah Road, #03-08 Chempaka Court Maplewoods, Singapore 589630 ("Maplewoods property"). Second, the parties had dedicated many paragraphs in their respective affidavits to contributions each had made to the acquisition of the Maplewoods property. Each disagreed with the other's version of the facts. By the October hearing, this court did not have to resolve matters such as the role each played in the acquisition of the Maplewoods property, their financial contributions and the loan of \$200,000 from the defendant's sibling. This was because the parties eventually agreed not to divide the funds in the HSBC Account but to instead set it aside for Joel's overseas tertiary education. Should there be any money left over by the end of Joel's studies, the parties agreed to share the balance equally.

8 I now turn to issue (a). The parties owned three immoveable properties during the marriage. However, only one immoveable property was subject to division. This was the matrimonial home at 25 Siglap Road, Singapore 455864 ("the matrimonial property"). The other two investment properties

purchased during the marriage were sold well before the divorce. It is quite obvious from the narrative below that the main dispute was over the just and equitable division of the matrimonial property (see [10] below).

9 Briefly for background, the investment property in China was co-owned with a friend ("China property"). According to the defendant, this China property was purchased in 1997, and that it was sold in or around 2004/2005. The Maplewoods property was purchased in 1999 after the defendant's posting to Taipei, Taiwan. It was sold in 2007.

10 At the October hearing, the defendant through his counsel, Ms Kee Lay Lian ("Ms Kee"), informed the court that as far as the defendant was concerned, the main dispute was over the just and equitable division of the matrimonial property. The plaintiff's counsel, Ms Tan Yew Cheng ("Ms Tan"), was similarly instructed. Ms Tan made clear that the plaintiff wanted a larger share of the matrimonial property (and not 50% only) based on her direct and indirect contributions to the marriage. [\[note: 1\]](#) On the other hand, the defendant in his first affidavit proposed a 60:40 split in his favour. [\[note: 2\]](#) Ms Kee reiterated the defendant's position at the October hearing.

11 This leads me to the other remaining matrimonial assets in the joint names of the parties in the total sum of \$189,614.17 (\$444,632.69 - \$255,018.52) (see [7] above and the Schedule attached to the Order of Court dated 18 November 2013 (see [3] above)). Again, there were no arguments over the nature, source and value of the individual assets that comprised this total figure of \$189,614.17. In fact, the parties were agreeable to sharing the balance sum of \$189,614.17 equally. The court was advised of the defendant's position by Ms Kee. This was also the position taken by the plaintiff in her third affidavit. [\[note: 3\]](#)

12 In relation to the assets in the sole name of each party, the defendant was agreeable to each party retaining assets held in his/her own name. In the case of the plaintiff, she wanted an equal division of the assets held in the respective names of the parties. The value of the assets held in each party's name was not disputed: \$773,958.92 (plaintiff) and \$761,487.40 (defendant). Although the difference in the values was a relatively small sum of \$12,471.52, the order made was for the assets held in the respective names of the parties to be divided equally.

13 The SIA Engineering Stock Option ("the SIA stock options") was put in issue by the parties. The defendant argued that the stock options had no value whereas the plaintiff thought otherwise. Apart from the SIA stock options, there were no other remaining assets in one party's sole name that was being disputed.

14 In summary, the main issue related to the appropriate apportionment that would represent a just and equitable division of the matrimonial property. The other issue for determination was the value of the SIA stock options, and whether the SIA stock options, like the other assets, should be divided on the same 50:50 basis.

15 Counsel on both sides proposed the adoption of the global assessment methodology in assessing the division of the matrimonial assets since this was a long marriage of 31 years.

## **Division of the matrimonial property**

### ***Background facts***

16 The parties married at age 22 in 1980. At the time of the marriage, both parties worked full-

time. The defendant was employed by Singapore Airlines Engineering Company ("SIA Engineering") as a senior licensed aircraft maintenance engineer with a basic monthly salary of \$950. The plaintiff was employed as an Education Officer (Teacher) with the Ministry of Education ("MOE") on 29 June 1981, and her basic monthly salary was about \$1,000. The plaintiff worked full-time as a teacher during the marriage except when she was on leave of absence from MOE. In March 1998, she returned to full-time teaching. The plaintiff obtained a master's degree in counselling and guidance in 2010. To pursue this two-year course in 2008, she took half-pay leave for one year and, then, no-pay leave for a further period of eight months. [\[note: 4\]](#)

17 By the time of the ancillary proceedings, the defendant was an Assistant Manager with SIA Engineering. His monthly take home pay was \$7,659. As for the plaintiff, she was a vice-principal of a primary school and her monthly take home pay was \$7,628.53.

18 The three children to the marriage are above the age of 21. Justin was born in September 1985 and he is a graduate of Singapore Management University. The second child, Joel, was born in February 1988, and the youngest child, Denise, was born in September 1990. Denise is a graduate of New York University. Joel is currently studying in Murdoch University, Perth. He is expected to qualify as a veterinarian in 2016.

19 A short account of the defendant's overseas employment is relevant. On the two occasions that the plaintiff went along with the defendant, she obtained leave of absence from the MOE. All in all, she was on no-pay leave for almost seven years. In those seven years, she was a homemaker. The plaintiff's case is that she had made career sacrifices for the marriage and family.

20 The defendant's first overseas posting to Abu Dhabi was from July 1983 to March 1986. The plaintiff went along with the defendant to Abu Dhabi. She found employment as a clerk for 18 months until the first child, Justin, was born in September 1985.

21 After Abu Dhabi, the parties returned to Singapore. In the course of the next six years, the parties had two children: Joel in 1988 and Denise came along in 1990. With the birth of each child, the plaintiff extended her maternity leave to take no-pay leave of about three to four months to nurse her new born.

22 The second overseas posting to Taipei was from 1994 to 2000. The entire family was relocated to Taipei. The parties enrolled the children in the American International School until it was time for the children to integrate into the education system in Singapore. For the sake of the children's education, the plaintiff and the children returned to Singapore in 1998. She started teaching in March 1998. The defendant remained in Taipei until 2000.

23 The defendant was subsequently posted to Manila, Philippines, from May 2005 to April 2008. The children remained in Singapore with the plaintiff.

24 In 2013, the defendant was posted to the United States, and this overseas assignment was expected to end in May 2014. By 2013, the marriage had long deteriorated. According to the plaintiff, she had moved to her daughter's bedroom since 2001. The parties slipped into the routine of going about their daily lives separately. For instance, they hardly had meals together as a family even though the plaintiff continued to plan the weekly dinner meals for everyone including the defendant. The defendant kept to his own routine. He would go for evening walks after work, listen to music and watch movies in his bedroom. [\[note: 5\]](#)

### ***Direct contributions to the matrimonial property***

25 The matrimonial property was purchased in 1992 for \$780,000. The property is valued at \$3.2m as at 16 May 2013. There is no outstanding mortgage. [\[note: 6\]](#)

26 At the October hearing, the plaintiff wanted 65% - 60% of the matrimonial property. On the other hand, the defendant wanted 70% - 60% seeing that he paid the bulk of the purchase price of the matrimonial property.

27 The debate was over the extent of the financial contributions made by the parties. The defendant submitted that his financial contribution to the matrimonial property was 92.5% compared to plaintiff's 7.5%. From the table below, the defendant's version of his percentage computation which included the direct and indirect financial contributions would be as follows:

| <b>Defendant's version</b>  |                       |                    |
|---|-----------------------|--------------------|
| <b>SN</b>   | <b>Defendant</b>      | <b>Plaintiff</b>   |
| 1) Contribution from sale of Bedok flat   | \$37,663.09           | \$7,989.14         |
| 2) Initial 10% deposit  | \$78,000.00           | —                  |
| 3) CPF contribution (without interest)  | \$609,518.70          | \$ 89,667.00       |
| 4) Legal fees and stamp duty  | \$33,057.90           | —                  |
| 5) Cash contribution  | \$34,200.00           | —                  |
| 6) Defendant's monthly payment of \$472 that the plaintiff had arranged to withdrawn from her CPF account (\$472x12 x7) | \$39,648.00           |                    |
| 7) Survey fees  | \$2,125.00            | —                  |
| 8) Renovations (twice)  | \$140,000.00          | —                  |
| 9) Repairs (over 20 years   | \$68,100.00           | —                  |
| 10) Property tax (1993-2012)  | \$32,680.00           | —                  |
| 11) Utilities and Starhub bills (\$820 pm x 12 x14)   | \$137,760.00          | —                  |
| <b>Total</b>  | <b>\$1,212,752.68</b> | <b>\$97,656.14</b> |
| <b>%age direct financial contribution</b>   | <b>92.5%</b>          | <b>7.5%</b>        |

28 From this table, items (1) to (7) and the first renovation costs could be regarded as direct contributions to the acquisition costs of the property. The indirect financial contributions (item (8) second renovation costs to item (11)) should be treated separately from direct contributions.

29 Whilst the plaintiff do not dispute that the defendant paid the bulk of the acquisition costs, she

disagreed that her direct contribution was only 7.5%. She argued that the court should take into account, amongst other things, the sale proceeds from their first matrimonial home, and the rental income from the matrimonial property.

30 The matrimonial property was purchased for \$780,000. The plaintiff argued that the discount of \$50,000 from the developer's selling price of \$830,000 was her direct contribution. This discount came from her father who was the developer of the matrimonial property, and the plaintiff's brother, Mr Goh Kim Hup, a director of Poligo Development Pte Ltd (the corporate developer of the matrimonial property) signed a statutory declaration confirming the discount. [\[note: 71\]](#) Even so, the defendant argued that there was nothing extraordinary for developers to give discounts to entice buyers. [\[note: 81\]](#) Although I was satisfied that there was a discount, I was not persuaded that the discount should be treated as the plaintiff's direct contribution to the acquisition of the matrimonial property. I accepted the plaintiff's evidence that her father was keen that the couple should seize the opportunity to own a landed property and that the discount was probably meant to encourage them to buy. Be that as it may, the plaintiff's argument that the discount be treated as her direct contribution was fanciful. I agreed with Ms Kee that it was factually wrong to treat such a discount as a direct contribution to the purchase price of \$780,000 since the \$50,000 discount did not go towards the payment of the purchase price of \$780,000.

31 It was common ground that the net sale proceeds of the first matrimonial home, a HDB flat with an address at Block 115, Bedok Reservoir Road, #06-110, Singapore ("Bedok flat"), was utilised to purchase the current matrimonial property. The disagreement was over the amount of the net sale proceeds that was utilised to contribute towards the purchase of the matrimonial property.

32 Generally, sale proceeds that were utilised towards the purchase of the new matrimonial home would be taken into account. In *Li Kong v Cheng Lai Nar* [2005] SGHC 164 at [49]-[50] and *O'Conner Rosamund Monica v Potter Derek John* [2011] 3 SLR 294 at [22], the parties sold their earlier matrimonial home and ploughed back the sale proceeds to purchase and renovate the new matrimonial home. In the two cases, the court, on the available evidence, was able to decide on the parties' share of the net sale proceeds by ascribing a percentage value to their financial contributions to its acquisition. A different approach was adopted in *Tan Bee Giok v Loh Kum Yong* [1996] 3 SLR(R) 605 ("*Tan Bee Giok*") where the marriage was a long one and one party was a homemaker throughout the marriage. In that case, the couple lived in three different matrimonial homes in the course of the marriage. They lived in each property for a considerable length of time before it was sold and the net sale proceeds were ploughed back to purchase the next matrimonial home. The same *modus operandi* was adopted for the acquisition of the last property that was subject to division. The appellate court deemed the respective shares of the sale proceeds to be contributed by each party taking into account their non-financial contributions especially where the marriage was long, and this was likely to be substantial *vis-a-vis* a homemaker wife (at [36] cited in *Chan Yuen Boey v Sia Hee Soon* [2012] 3 SLR 402 at [52]; note also *Thery Patrice Roger v Tan Chye Tee* [2014] SGCA 20 at [24] on assessing non-financial contribution at the end of the marriage).

33 In 1980, the parties purchased the Bedok flat for about \$128,700. It was ready for occupation five years later. After the Abu Dhabi posting, the parties lived in the Bedok flat from 1986 until it was sold in 1991. According to the defendant, the net sale proceeds was about \$45,653, and not the figure of \$120,000 suggested by the plaintiff. In percentage terms, the defendant and the plaintiff contributed 78.3% and 21.7% respectively to the Bedok flat. Therefore, out of the net sale proceeds of \$45,653, the amounts attributable to the defendant and the plaintiff were \$35,746 and \$9,907 respectively.

34 I now examine the arguments and evidence that enabled me to split the net sale proceeds 78.3% for the defendant and 21.7% for the plaintiff. The Bedok flat was financed with a loan of \$121,000 and money from the parties' respective CPF accounts. According to the defendant, the defendant and the plaintiff paid \$61,593.52 and \$27,081.02 from their CPF accounts respectively. [\[note: 9\]](#) As the cash down payment of \$6,236 came from their joint account, the plaintiff's position was that half of that payment should be attributed to her. This was because her monthly income of \$2,000 as a clerk in Abu Dhabi for 18 months [\[note: 10\]](#) went into their joint account. [\[note: 11\]](#) She also claimed that the defendant was given a spousal allowance in Abu Dhabi and that allowance ought to be treated as her indirect financial contribution.

35 I accepted the defendant's evidence that the spousal allowance was a component of his overall salary package. I also accepted the defendant's evidence that the family lived frugally and was thus able to get by on the overseas allowance in order to accumulate their savings. Consequently, I find to be plausible the defendant's evidence that the salary the plaintiff earned as a clerk in Abu Dhabi was for her own use and to supplement the living expenses of the family in Abu Dhabi. Accordingly, the cash down payment of \$6,236 was paid by the defendant.

36 The defendant estimated renovation costs of the Bedok flat at \$60,000. I agreed with the plaintiff that the figure appeared high. A reasonable sum would be \$30,000 as suggested by the plaintiff. The defendant's estimate of \$60,000 was seemingly disproportionate compared to the purchase price of \$128,700. [\[note: 12\]](#)

37 I pause here to mention in parenthesis that although the defendant's direct and indirect financial contributions towards the purchase and renovation of the Bedok flat were much more than the plaintiff's, I took into account her indirect contributions as a homemaker in Abu Dhabi and Taipei in assessing the plaintiff's contributions to the marriage and family.

38 In relation to the monies withdrawn from their Central Provident Fund ("CPF") accounts, it was not disputed that the defendant and the plaintiff withdrew \$609,518.70 and \$89,667.00 respectively to acquire the matrimonial property. [\[note: 13\]](#) Furthermore, in my view, the defendant's alleged cash payment of \$39,648 (see item (6) at [27] above) was not a separate cash outlay – it was part of the total sum of \$609,518.70 withdrawn from the defendant's CPF account. My reasons are as follows.

39 The defendant explained that there were no contributions to the plaintiff's CPF account during the period she was on no-pay leave, and furthermore, the monthly withdrawals of \$472 from her CPF account to fund the purchase of the matrimonial property had ceased. The defendant argued that he paid the total sum of \$39,648 in cash to cover the plaintiff's monthly contributions of \$472. All in all, he paid this monthly sum of \$472 over a period of seven years. He subsequently revised the total payment to \$22,656 and this figure was based on the monthly payment of \$472 for over a period of four years and not seven as claimed. In contrast, the plaintiff's contended that there was no separate cash contribution of \$22,656. She relied on the defendant's CPF statements to support her contention that the monthly sum of \$472 was withdrawn from the defendant's CPF account. The plaintiff's version seemed plausible, and I agreed that the total sum of \$22,656 (\$472 x 12 x 4) was withdrawn from the defendant's CPF account. It followed that included in the defendant's total CPF withdrawal of \$609,518.70 would be the sum of \$22,656.

40 As for the alleged cash contribution of \$34,200 to acquire the matrimonial property (see item (5) at [27] above), the plaintiff did not dispute that cash payment of \$34,200. According to the completion statement, this amount was the difference between the loan amount and CPF funds available for the purchase of the matrimonial property. [\[note: 14\]](#) Accordingly, I accepted the

defendant's cash payment of \$34,200.

41 I now turn to the renovations (see item (8) at [27] above). The plaintiff did not dispute that the defendant paid for the renovations. The parties accepted that the matrimonial property was renovated twice: once in 1992/1993, and again in 2000. The second renovation would have been after the defendant returned from Taipei and before the family moved to the matrimonial property. As stated, the first renovation would usually be treated as part and parcel of the costs of acquiring the matrimonial property as the expenditure was necessary to make the place habitable. I accepted the defendant's estimation that \$40,000 was spent on renovation. The plaintiff was not able to challenge the defendant's quantum.

42 In summary, the parties' direct contributions towards the purchase of the matrimonial property would be as follows:

| <b>SN</b>                                 | <b>Defendant</b>    | <b>Plaintiff</b>   |
|---|---------------------|--------------------|
| 1) Contribution from sale of Bedok flat   | \$35,746.00         | \$9,907.00         |
| 2) Initial 10% deposit                    | \$78,000.00         | –                  |
| 3) CPF contribution (without interest)    | \$609,518.70        | \$ 89,667.00       |
| 4) Legal fees and stamp duty              | \$33,057.90         | –                  |
| 5) Cash contribution                      | \$34,200.00         | –                  |
| 6) Survey fees                            | \$2,125.00          | –                  |
| 7) Renovation in 1992/1993                | \$40,000.00         | –                  |
| <b>Total</b>                              | <b>\$832,647.60</b> | <b>\$99,574.00</b> |
| <b>%age direct financial contribution</b> | <b>89.32%</b>       | <b>10.68 %</b>     |

### ***Indirect financial contributions***

43 According to the defendant, he made indirect financial contributions towards the second renovation and furnishing costs of the matrimonial property, and over the years, he had spent a further sum of \$68,100 for the replacement of furniture, appliances, and repairs. In addition, the defendant was responsible for all outgoings of the property such as property tax, utilities, and telephone and internet bills.

44 The defendant explained that his income was always about half to two-thirds more than the plaintiff's even when she was working (and that it was only when she became a vice-principal that she earned more than the defendant), and therefore it was he who paid for the household and family expenses including the family car, children's education and the family holidays. He maintained that he paid for the overseas studies of Joel and the daughter, Denise.

45 The plaintiff did not dispute that the second renovation was paid by the defendant. However, she disagreed that the defendant spent \$100,000 on the second renovation. The plaintiff was not



able to challenge the defendant's quantum.

46 In relation to the sum of \$68,100 for furnishings and repairs to the property over the last 20 years, the plaintiff disputed this claim arguing that only \$35,000 was spent. Contrary to the plaintiff's claim, the defendant was able to list out the expenses he had incurred, [\[note: 15\]](#) and the expenses were also not unreasonable. Hence, I accepted the defendant's figure of \$68,100.

47 A related matter is the rental proceeds from the matrimonial property. The plaintiff argued that since the rental proceeds were used to service the monthly mortgage instalments, her share of the rental proceeds should be treated as her financial contribution towards the monthly mortgage instalments. The plaintiff estimated the rental income to be \$240,000. [\[note: 16\]](#) She based her estimate on an average monthly rental of \$4,000 over five years (after taking into account periods of vacancies). In support of the monthly rental proceeds of \$4,000, the plaintiff submitted a tenancy agreement dated 9 June 1997 for two years at \$4,200 per month. [\[note: 17\]](#)

48 The defendant disagreed that the property was rented out for five years and that the rental income was as much as \$240,000. After examining the evidence, I accepted the defendant's position that the matrimonial property was rented out from June 1994 to mid-1999. [\[note: 18\]](#) Notably, the defendant did not proffer any information on the total amount of rent collected for this period. He ought to have been able to provide the information since the rental proceeds were deposited into the defendant's account or the joint account.

49 The defendant explained why he thought the plaintiff's estimation of \$240,000 was inflated. The plaintiff and the children lived in the Ridgewood flat from March 1998 to the end of 1999 because the matrimonial property was tenanted. The rental for the Ridgewood flat was \$3,600 per month and that was \$600 more than the monthly rent of \$3,000 received from the matrimonial property. [\[note: 19\]](#) The plaintiff did not dispute the defendant's explanation. He further explained that he paid the estate agent's commission for finding a tenant, and that commission of \$9,200 must be taken into account in working out the net rental proceeds. [\[note: 20\]](#)

50 I now come to the utilisation of the rental proceeds. The defendant explained that the rental proceeds were not used exclusively to pay the monthly mortgage instalments, and that the rental proceeds went to defray other expenses such as property tax, and income tax on rental income. [\[note: 21\]](#) The defendant's allegation that the rental proceeds for the period in question (June 1994 to mid-1999) were used to pay "legal fees and stamp duties (amounting to 3% of the value of the property)" [\[note: 22\]](#) was misplaced for the reason that legal fees and stamp duty would have been paid at completion of the purchase in December 1992. [\[note: 23\]](#) Moreover, the alleged maintenance fees for this landed property would probably have been subsumed under the defendant's "repair costs". In short, the defendant did not make out his allegation that he used the rental proceeds to pay legal fees and stamp duty, and maintenance fees.

51 As for the defendant's allegation that the rental proceeds were used to contribute towards the monthly mortgage instalments, this expenditure was implausible going by the sums of money that were used to pay the monthly mortgage instalments. I have already mentioned that the parties' contributions from the CPF accounts (without interest) were \$699,185.70 (\$609,518.70 + \$89,667). It seemed to me that the monthly withdrawal from the defendant's CPF account was enough to meet the monthly mortgage instalments. Hence, the defendant's assertion that he had utilised the rental proceeds to meet the monthly mortgage instalments was not made out.

52 The plaintiff claimed that she spent \$500,000 on the three children in their growing up years leaving the defendant to pay the household expenses. The children's expenses included their monthly allowance, tuition, enrichment classes, driving lessons, computer/lap tops, dental, and travels. There were other expenses like the maid's salary, maid's agency fees, medical insurance and air tickets for the maid. In the course of the long marriage, the plaintiff had employed at least ten maids and she estimated spending \$80,000 on domestic help. This figure of \$80,000 did not include the foreign worker's levy that was paid by the defendant who was responsible for that expenditure of about \$240 to \$300 per month. The defendant was, however, dismissive of the plaintiff's assertion that she spent as much as \$500,000 on the children. There appeared to be merit in the defendant's argument given the plaintiff's modest income as a teacher before her appointment as vice-principal in 2008.

53 The defendant accepted overseas postings for better pay and that in turn led to greater savings. The defendant admitted that he saved \$100,000 in the first posting [\[note: 24\]](#) and another \$400,000 in his second posting. [\[note: 25\]](#) With the savings, he was able to build up the family wealth. At one time, the family wealth comprised three immoveable properties. Furthermore, even though the defendant was a salaried man, he and the plaintiff were able to afford to send Joel and Denise overseas for further studies. The funding of the children's overseas studies was from the net sale proceeds of two investment properties, one in China, and the Maplewoods property.

54 As for Justin's tertiary education in Singapore, the defendant claimed that he gave Justin a sum of \$46,000 for his semester fees. [\[note: 26\]](#) The plaintiff disputed this. She claimed that she used part of the proceeds of an insurance policy in the sum of \$46,260 to help pay for Justin's tertiary education.

55 Other payments made by the defendant were as follows.

(a) He gave the plaintiff \$53,000 [\[note: 27\]](#) to buy a second-hand car (BMW X3) from her brother in 2008. Based on the bank statements tendered by the plaintiff, it was clear that she received a \$53,000 fund transfer to her POSB savings account on 14 Mar 2008 and the same amount was debited shortly after on 17 Mar 2008. [\[note: 28\]](#) The lump sum part-payment was of the same amount according to her brother's statutory declaration. [\[note: 29\]](#) Therefore, I accept the defendant's claim.

(b) He paid for all the family cars acquired, totalling about \$292,000 [\[note: 30\]](#) (although the plaintiff claimed that the actual amount was lower because of trade-ins).

(c) He bought a car for Joel's use in Perth. The car was purchased for about A\$15,000. The defendant paid for the costs of running and maintaining the car like car insurance and petrol. [\[note: 31\]](#)

(d) He paid for the children's life insurance policies. [\[note: 32\]](#)

56 Given the fact that the defendant paid for most of the family and household needs and shouldered a large part of the payments for the matrimonial property, the Maplewood property, and the China property, I find that the plaintiff must have also taken on some financial responsibilities after she resumed full-time teaching, albeit not as much as \$500,000 as claimed by her. In my view, both of them had made their fair share of indirect financial contributions to the family that was circumscribed by the level of their respective incomes and financial commitments.

## ***Indirect contributions***

57 The defendant's indirect contribution was in attending to the DIY maintenance that was needed in the matrimonial property and the Maplewood property. His sentiment about his children – that they sided with the plaintiff in the divorce and that they would not show him concern in his golden years – confirmed the court's impression that the defendant was a detached father who left the parenting, nurturing and well-being of the children to the plaintiff.

58 The plaintiff's indirect contributions featured largely in the home and in caring for her children. The plaintiff was a teacher. She took no-pay leave for a total period of seven years to be a homemaker. She was also the primary caregiver of the three children. The plaintiff returned to teaching full-time in March 1998. The defendant continued working in Taipei until sometime in 2000. During this period of time, she had to settle the children to life in Singapore by herself. She had to work and run the household at the same time, although by this time the parties had decided to employ a domestic helper. She was the parent with the primary responsibility for the education, nurture, health and well-being of the children.

59 The defendant returned to Singapore in 2000. About five years later, he accepted the third overseas posting to Manila, Philippines from May 2005 to April 2008. In his absence, the plaintiff continued to take care of the household and welfare of the children.

60 As for the children, Justin joined the work force after graduation. Denise is a graduate of New York University, and at the time of the ancillaries, she was undertaking internship in New York. Joel is expected to complete his tertiary education in 2016. The plaintiff's involvement in the children's lives, guidance and encouragement along the way were likely factors that contributed to the children's academic achievements.

61 It is the plaintiff's case that her teaching career was put on hold for seven years and for this reason she lost out monetarily seeing that her peers had moved up in seniority and were earning larger salaries. After the children went to university, she had more time to pursue a postgraduate degree to improve her career prospects. She obtained a master's degree in 2010. According to the plaintiff, she lost out on promotion prospects to becoming a Principal or Superintendent. [\[note: 33\]](#) When she resumed teaching in 1998, she re-joined MOE at the same grade and last drawn salary scale in 1994. Even with her promotion to vice-principal in 2008, she was still lagging behind some of her contemporaries who were already of "super-scale grade". [\[note: 34\]](#)

62 I agreed that the plaintiff's career break was to concentrate on motherhood and the family. I accepted the plaintiff's evidence that even though she had reached the position of a vice-principal she was not able to catch up, seniority wise, with her contemporaries in the teaching profession. In some cases, the progress of the wife's career that had been interrupted by concentrating on her marriage and family are irrecoverable. Our courts have redressed such a state of affairs by giving full recognition to the indirect contributions of the homemaker who had chosen motherhood over her career in the interests of her family.

63 In this case, the matrimonial property was purchased when her career had been interrupted. The Maplewoods property was purchased soon after she had resumed full-time teaching in March 1998, and her salary was based on her last drawn pay before taking leave of absence. Seen in this light, her direct and indirect financial contributions in relation to those properties were relatively small compared to the defendant's whose career was uninterrupted and unimpeded and was able to sustain his earning capacity and to contribute more to the acquisition of matrimonial assets, and hence the

family wealth.

64 As the Court of Appeal reminded in *BCB v BCC* [2013] 2 SLR 324, the direct financial contribution of either spouse to the family assets is but one of the factors, and that the non-financial or indirect contributions of both the husband and wife should be given their full value (*BCB* at [12]). In *AYQ v AYR* [2013] 1 SLR 476, the Court of Appeal at [23] explained that the indirect contributions would have to be assessed at the end of the marriage and not at one specific point in time when a particular asset was acquired. This approach would involve the assessment of the spouse's indirect contribution "with retrospective lenses, looking back and fully appreciating the entire context and circumstances of the marriage."

65 In *AYQ v AYR*, the Court of Appeal held at [23] that a 30% weightage for the wife's indirect contributions was appropriate in light of all the facts and circumstance of the case, including the length of the marriage (23 years with 2 children) and the actual contributions and *career sacrifices* which the wife had made.

### **Just and equitable division**

66 In this case, a just and equitable division of the matrimonial property was assessed as 50:50. On the facts and circumstances of this case, an equal division gave due weightage and recognition that each party did their best in their own spheres of responsibilities in the marriage partnership. I accepted that the defendant was a good provider. He was the traditional father who provided for the material necessities of the family, and enhanced the family wealth. Indeed, the plaintiff herself admitted to the importance of the defendant's financial contributions. [\[note: 35\]](#) A 50% division to the plaintiff was appropriate in light of all the facts and circumstances of the case such as the length of the marriage (31 years), three children, her direct and indirect financial contributions as well as her indirect contributions and career sacrifices that the plaintiff had made.

### **SIA stock options**

67 I now come to the defendant's SIA stock options. The defendant has 27,200 stock options with an average exercise price of \$3.425. According to the defendant, the SIA stock options were worthless until they were exercised, and therefore had attributed zero value to them. [\[note: 36\]](#) I disagreed. Stock options are clearly a matrimonial asset (*Chan Teck Hock David v Leong Mei Chuan* [2002] 1 SLR(R) 76 at [28] – [29]). I accepted the plaintiff's case that they were worth \$42,568. [\[note: 37\]](#) Be that as it may, the net profit of this matrimonial asset would be shared on an equal basis when the defendant exercised his option in the future.

### **Plaintiff's maintenance**

68 The plaintiff sought nominal maintenance of \$100 per month from the defendant. [\[note: 38\]](#) No reason was proffered for departing from the norm of \$1 per month. In the course of the proceedings, the plaintiff was diagnosed to be suffering from cancer and medical treatment was required. At some stage, she would have to stop work completely. In the circumstances, the plaintiff was awarded monthly maintenance of \$1.

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[\[note: 1\]](#) Plaintiff's 4<sup>th</sup> Affidavit, para 6.

[\[note: 2\]](#) Defendant's 1<sup>st</sup> Affidavit, para 59(a).

[\[note: 3\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 79.

[\[note: 4\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 47.

[\[note: 5\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 81.

[\[note: 6\]](#) Plaintiff's Bundle of Documents, page 11.

[\[note: 7\]](#) Plaintiff's Supplementary Bundle of Documents, page 12.

[\[note: 8\]](#) Defendant's submissions, p 40.

[\[note: 9\]](#) Defendant's submissions, page 24; Plaintiff's submissions, pages 19-20.

[\[note: 10\]](#) Plaintiff's 1<sup>st</sup> Affidavit, page 8.

[\[note: 11\]](#) Plaintiff's submissions, page 19.

[\[note: 12\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 7.

[\[note: 13\]](#) Defendant's submissions, p 36; Plaintiff's submissions, para 64.

[\[note: 14\]](#) Defendant's 2<sup>nd</sup> Affidavit, page 49.

[\[note: 15\]](#) Defendant's submissions, para 65.

[\[note: 16\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 34.

[\[note: 17\]](#) Plaintiff's Supplementary Bundle of Documents, p15.

[\[note: 18\]](#) Plaintiff's 1<sup>st</sup> Affidavit, para 23(u); Defendant's submissions, p81.

[\[note: 19\]](#) Defendant's submissions, para 71.

[\[note: 20\]](#) Defendant's submissions, para 72.

[\[note: 21\]](#) Defendant's submissions, para 72.

[\[note: 22\]](#) Defendant's submissions, para 72.

[\[note: 23\]](#) Defendant's 2<sup>nd</sup> Affidavit, page 96.

[\[note: 24\]](#) Defendant's 2<sup>nd</sup> Affidavit, para 8.

[\[note: 25\]](#) Defendant's 3<sup>rd</sup> Affidavit, para 15.

[\[note: 26\]](#) Defendant's 2<sup>nd</sup> Affidavit, para 87.

[\[note: 27\]](#) Defendant's 2<sup>nd</sup> Affidavit, para 55.

[\[note: 28\]](#) Plaintiff's Affidavit in reply to requests for discovery and interrogatories, page 20.

[\[note: 29\]](#) Plaintiff's Affidavit in reply to requests for discovery and interrogatories, page 19.

[\[note: 30\]](#) Defendant's 2<sup>nd</sup> Affidavit, para 57.

[\[note: 31\]](#) Defendant's 2<sup>nd</sup> Affidavit, para 59.

[\[note: 32\]](#) Defendant's submissions, para 104.

[\[note: 33\]](#) Plaintiff's 1<sup>st</sup> Affidavit, page 7.

[\[note: 34\]](#) Plaintiff's 1<sup>st</sup> Affidavit, page 8.

[\[note: 35\]](#) Plaintiff's 3<sup>rd</sup> Affidavit, para 71.

[\[note: 36\]](#) Defendant's submissions, p 66.

[\[note: 37\]](#) Plaintiff's Updated Value of Matrimonial Assets Sheet, p 3.

[\[note: 38\]](#) Plaintiff's submissions, para 115.

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