

Soh Seng Hwee v Paw Ling Chiang Lina
[2002] SGHC 149

Case Number : Divorce Petition No 983 of 1992, SIC No 602678 of 2002, SIC No 600255 of 2002
Decision Date : 16 July 2002
Tribunal/Court : High Court
Coram : Woo Bih Li JC
Counsel Name(s) : —
Parties : —

JUDGMENT

Cur Adv Vult

GROUND OFS OF DECISION

1. Soh Seng Hwee and Paw Ling Chiang Lina were at one time husband and wife. On 16 September 1992, a Decree Nisi was granted to dissolve the marriage. I understand that a Decree Absolute was made subsequently. However, for easy reference, I will refer to Mr Soh as 'the Husband' and Mdm Paw as 'the Wife'.
2. The parties had entered into a Deed of Settlement dated 5 February 1988 i.e before the Decree Nisi was granted.
3. When the ancillaries came up for hearing, Judith Prakash JC (as she then was) made an order, inter alia, that the Husband pay the Wife maintenance of \$5,000 per month in accordance with Clause 2(1) and (2) of the Deed. This was on 29 July 1993.
4. In 1996, the Husband made an application to court. One of the reliefs he sought was to reduce the maintenance to be paid to the Wife. On 10 April 1996, Justice T S Sinnathuray decided that there be no variation of the maintenance.
5. The Husband has been in default from time to time in paying maintenance to the Wife.
6. On 27 November 2001, the Wife applied by way of Summons-in-Chambers No 602678 of 2001 for a lump sum maintenance instead. In her first affidavit filed on 27 November 2001, she said there were material changes in circumstances. In summary, she alleged her medical expenses had increased and this caused her monthly expenses to increase. She also alleged that the income of the Husband, who is a medical practitioner, had increased. She based this on a private investigator's report of the alleged number of patients being seen by the Husband in late 1999. She asked for a lump sum of at least \$350,000.
7. In her second affidavit filed on 17 April 2002, she said that her application for a lump sum was prompted by the Husband's irregular payments. She also elaborated that she was 66 years old and the \$350,000 was less than the aggregate of six years' monthly maintenance at \$5,000 per month.
8. The Husband in turn filed an application by way of Summons-in-Chambers No 600255 of 2002. In it, he sought again a reduction of the maintenance to be paid to the Wife. He asked that it be reduced from \$5,000 to \$1,000 per month. His alternative prayer was for a lump sum maintenance to be paid.
9. In his affidavit, he said that he was 68 years old. In summary, he listed various illness he was suffering from and asserted he could stop work at any time. He also alleged that, contrary to the Wife's assertion, the income from his practice had been dropping and relied on his tax returns to establish this. He also relied

on his accountant to support this allegation as well as an alleged net worth of less than \$100,000 which included the value of his practice. He sought to contrast this with the assets of the Wife. He also alleged that without the benefit of legal advice, he did not know he could seek a variation of maintenance prior to his latest application before me.

10. Although he had sought a lump sum maintenance, as an alternative, he carefully avoided stating in his affidavits the lump sum he was suggesting. When asked, his Counsel suggested \$5,000 as the lump sum.

11. It seems to me that the real reason for the Wife's application for a lump sum is the Husband's frequent defaults in paying maintenance.

12. On the other hand, I am of the view that the Husband has not been forthcoming about his income, and has deliberately made it out to be much less than what he is actually earning. He has also exaggerated his poor health. Both of these reasons had been used, among other reasons, in 1996 when he failed in his application to reduce the maintenance to the Wife. In addition, I do not accept that he did not know of his rights to apply for a variation of maintenance if there was a change of circumstances, given his previous attempt to do so in 1996. It is clear to me that the Husband's late application to reduce the maintenance is his counter-attack in response to the Wife's application for a lump sum maintenance.

13. As regards the question of a lump sum maintenance, it is obvious to me that such a maintenance should, if possible, be ordered given the history of defaults by the Husband. However, the Husband offered a lump sum maintenance of only \$5,000 through his Counsel. Even if the monthly maintenance had been reduced from \$5,000 per month to \$1,000 per month, as the Husband had sought, the offer of \$5,000 as a lump sum was derisory.

14. On the other hand, the Wife was seeking \$350,000 as the lump sum. Even though I was minded to grant her something less, there was insufficient evidence before me of the Husband's assets and income to assist me in making an order for a lump sum to be paid at one go, which sum would be very much in excess of the \$5,000 suggested by the Husband's Counsel. On the one hand, I was mindful to avoid making any order that the Husband could not meet and, on the other hand, to avoid a result in which my caution might result in the Wife being short-changed.

15. It is as much in the Husband's interest to pay a lump sum maintenance, if not more so. If the Husband is genuine about paying a lump sum maintenance, he should offer a more realistic sum and/or make full disclosure of his assets and income. He has not done either.

16. In the circumstances:

(a) SIC 600255 of 2002 is dismissed

(b) I make no order on the Wife's substantive prayer in SIC 602678 of 2001.

17. I will hear the parties on costs.

Sgd:

WOO BIH LI

JUDICIAL COMMISSIONER

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