

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2014] SGHC 256

Divorce Suit No 6042 of 2011
(Registrar's Appeal from State Courts No 82 of 2014 and Summons No 4640
of 2014)

Between

CGX

... Appellant

And

CGY

... Respondent

(Registrar's Appeal from State Courts No 116 of 2014 and Summons No 4797
of 2014)

Between

CGY

... Appellant

And

CGX

... Respondent

JUDGMENT

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

[Family Law] — [Maintenance] — [Wife]

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CGX

v

CGY and another appeal and other matters

[2014] SGHC 256

High Court — Divorce No 6042 of 2011 (Registrar's Appeal from State Courts Nos 82 and 116 of 2014 and Summons Nos 4640 and 4797 of 2014)
Valerie Thean JC
6 November 2014; 24 November 2014

24 November 2014

Valerie Thean JC:

Introduction

1 The plaintiff (“the Husband”) and the defendant (“the Wife”) appealed in RAS No 82 of 2014 and cross-appealed RAS No 116 of 2014 respectively against the district judge’s (“the DJ”) decision on their ancillary matters, made on 21 April 2014. I heard at the same time Summons No 4797 of 2014 and Summons No 4640 of 2014, the Husband’s and Wife’s respective summonses to adduce further evidence.

Background

2 The Husband and Wife were married on 12 March 2007 in New Delhi, India. They do not have any children. The Husband is a senior information

technology application consultant earning a gross monthly salary of \$5,950. The wife is an insurance executive earning a gross monthly salary of \$2,150.

3 The Husband had been living in Singapore for some time prior to the marriage and is a Singapore citizen. After the wedding, the Wife moved to and settled in Singapore. They both continue to reside in Singapore, although they are no longer living together. The Wife left the matrimonial home in July 2011.¹ Interim judgment was granted on 18 July 2012, on the agreed basis of both the claim of the Husband and counterclaim of the Wife, on each other's unreasonable behaviour.

4 Arguments on ancillary matters were heard by the DJ on 11 March, 2 and 9 April 2014. After the hearing on 9 April 2014, the Husband asked for the opportunity to make further arguments. The DJ obliged, and heard parties on 21 April 2014. At the close of that hearing, the DJ ordered, *inter alia*, that:

(a) The Wife was to transfer her interest in the matrimonial home (which was held jointly) at [Property 1] to the Husband, against the Husband paying the Wife 25% of the net value of [Property 1].

(b) The parties were to jointly instruct their agreed property valuer, Chesterton Singapore Pte Ltd ("Chesterton") to carry out a valuation of the matrimonial flat within three months from the date of the interim judgment becoming final.

(c) The Husband was to pay lump sum maintenance of \$30,000 (calculated on the basis of \$500 per month for five years) into the Wife's

¹ ROA Vol 3B at 394.

bank account (this lump sum maintenance was paid up by the Husband subsequent to the order and prior to the hearing of the appeal). A previous interim maintenance order which the Wife had obtained was rescinded with effect from 1 May 2014.

(d) The Husband was to return to the Wife all jewellery and personal effects given to the Wife by the Wife's family, if they were in his possession. The Wife was to return to the Husband all jewellery and personal effects given to the Husband by the Husband's family, if they were in her possession.

5 The Husband and Wife both appealed and cross-appealed against the orders above. Both also applied to adduce further evidence on appeal in Summons No 4797 of 2014 and Summons No 4640 of 2014 respectively. I will address the summonses in the course of discussing the issues to which they relate.

Matrimonial asset

6 The only matrimonial asset subject to division is [Property 1], which was purchased on 31 May 2010.² [Property 1] was financed in part by the sale proceeds of an earlier flat which the couple owned ("[Property 2]"). [Property 2] was purchased on 22 August 2008³ and sold on 15 March 2010. Parties agreed that the proceeds from the sale of [Property 2] were applied to the purchase, renovation and furnishing of [Property 1].

² ROA Vol 3B at page 126.

³ ROA Vol 3B at page 693.

Direct contributions

7 To assess the parties' direct financial contributions to [Property 1], it is first necessary to determine the direct financial contributions they made to [Property 2].

Property 2

(1) The Husband's contentions

8 The Husband contended that he contributed the following amounts to the purchase of [Property 2]:

S/No	Contribution	Amount (\$)
1.	CPF lump sum	18,650.00
2.	Cash option fee	5,000.00
3.	CPF stamp fee	6,300.00
4.	Cash balance	30,650.00
5.	Furnishing	30,735.56
6.	Cash mortgage repayment (\$500 per month from August 2008– May 2010)	11,000.00
7.	CPF mortgage repayment (\$1,035 per month from August 2008–May 2010)	22,770.00
TOTAL		125,105.56

(2) The Wife's contentions

9 The Wife contended that she had paid amounts to the Husband in cash towards [Property 2], totalling about \$33,666.67 (the cash payments were made in Indian rupees, but the method of currency conversion was not disputed for the following amounts):⁴

S/No	Contribution	Amount (\$)
1.	Dowry from the Wife's family (March 2007)	10,000.00
2.	Cash from the Wife's family (October/November 2007)	10,000.00
3.	Cash from the Wife's family for the Husband's application for Singapore Citizenship (January 2008)	6,666.67
4.	Cash from the Wife's family during the Husband's period of joblessness (June–October 2008)	7,000.00
TOTAL		33,666.67

(3) The DJ's decision

10 The DJ found that the Husband paid \$18,650 from his CPF account and \$5,000 in cash (totalling \$23,650) towards the purchase of [Property 2]. The Wife, on the other hand, contributed \$3,000 in cash. The DJ therefore concluded that the Husband's and the Wife's entitlement to the sale proceeds of [Property 2] would be 89% and 11% respectively.

⁴ Wife's submissions in RAS 116/2014 at paragraphs 37–40. The wife appeared in person at the hearing of the appeal. The figures and time frames she furnished orally did not match those in her submissions. Where there were any inconsistencies, I have for the purposes of the appeal used the figures and dates in her submissions.

11 The DJ rejected the Wife's submission that her family members gave the Husband \$70,000 out of which \$30,000 was used for the purchase of [Property 2]. These moneys were apparently paid by the family members as gifts. The Wife's family members had filed affidavits in support of her contention, and exhibited handwritten bank statements to prove the withdrawals of large amounts of money from their Indian bank accounts. The Wife argued that these withdrawals were proof that her family members had provided money to her which she contributed to the purchase of [Property 2].

12 The DJ rejected this assertion. The DJ stated that it was "unusual that bank withdrawal statements of such large amounts could be handwritten". The DJ further stated that there was no evidence that this was common practice in India. The DJ also mentioned in passing that the sums, if paid, were in any event paid pursuant to dowry demands by the Husband, and they would have been tainted with illegality. The DJ therefore rejected the Wife's claim that she had contributed \$30,000 in cash to the purchase of [Property 2].

Property 1

(1) The Husband's contentions

13 The Husband claims that the contributions of the respective parties to [Property 1] was as follows:

S/No	Item	Husband (\$)	Wife (\$)
1.	CPF contributions	95,585.00 (Principle)	11,419.00 (Principle)
		6,520.00 (Interest)	363.00 (Interest)

2.	Cash contributions from sale of [Property 2]	41,258.50	0.00
3.	Renovation and furnishing from sale of [Property 2]	54,609.00	0.00
TOTAL		197,972.50	11,782.00
PERCENTAGE SHARE		94.4%	5.6%

(2) The Wife's contentions

14 The Wife contended that she and her family made cash contributions to the Husband during this period (again, the cash payments were made in Indian rupees, but the method of currency conversion was not disputed for the following amounts). The Wife's breakdown of her alleged cash contribution to [Property 1] was as follows:

S/No	Contribution	Amount (\$)
1.	Cash from father for ancestral land which the Husband said could be taken into account for [Property 1] (December 2009)	15,000.00
2.	Cash from family for furnishings (August 2010)	7,500.00
3.	Cash from the Wife's personal savings	6,000.00
TOTAL		28,500.00

(3) The DJ's decision

15 The DJ accepted the Wife's position that she had made the cash contributions to the purchase of [Property 1]. These were the DJ's calculations:

S/No	Contributions	Husband (\$)	Wife (\$)
1.	CPF contributions	95,585.00 (Principle) 6,520.00 (Interest)	11,419.00 (Principle) 363.00 (Interest)
2.	Cash contributions from sale of [Property 2]	$41,258.50 \times 89\% =$ 36,720.065	$41,258.50 \times 11\% =$ 4,538.435
3.	Renovation and furnishing from sale of [Property 2]	$54,609 \times 89\% =$ 48,602.01	$54,609 \times 11\% =$ 6,006.99
4.	Other contributions	0.00	28,500
TOTAL		187,427.075	50,827.425
PERCENTAGE SHARE		78.67%	21.33%

The \$28,500 listed above under "other contributions" comprised the three items in the table above at [14]. The DJ accepted the Wife's submission that: (a) she contributed \$6,000 in cash to the purchase of the property; (b) the Wife's parents gave her Rs250,000 (about \$7,500) which she used for the furnishing of [Property 1]; and (c) the Husband had assured the Wife that an earlier sum of Rs500,000 (about \$15,000) given to the Husband's parents to resolve issues in India would be taken as the Wife's contribution to [Property 1].

16 The DJ arrived at the result that the direct contributions of the Husband and the Wife to [Property 1] were 79% and 21% respectively. The DJ decided to round up the Wife's share in [Property 1] to 25% because the DJ reasoned that if not for the marriage, the parties would not have been able to form the family nucleus required to purchase a Housing Development Board ("HDB") flat and make a profit from it.

The arguments on appeal

(1) Property 2

17 Both the Husband and the Wife are unsatisfied with the DJ's approach to their contributions to [Property 2].

18 The Husband argues that the DJ erred in holding that the husband contributed only \$23,650 to [Property 2]. The Husband contends that he contributed more than \$125,105.56 to [Property 2] and its renovation and furnishing, and referred the court to a detailed breakdown with supporting documentation showing the amounts he paid. The sums that are said to amount to \$125,105.56 are listed as seven items in the Husband's submissions.⁵ The Husband argues that there was no reason for the DJ to limit his contribution in the light of the documentary evidence that he provided. The Husband also contends that the DJ was wrong to take into account the Wife's alleged \$3,000 contribution to the purchase of [Property 2], contending that there was no evidence to support her assertion of such a contribution.

19 The Wife contends that the DJ erred in limiting her contribution to [Property 2] to the \$3,000 contribution from her personal savings. The Wife

⁵ Husband's submissions in RAS116/2014 at paragraph 26.

argues that the DJ was wrong to disregard the handwritten bank withdrawal slips. She states that handwritten bank withdrawal slips were common practice in India. In any event, the Wife obtained typewritten confirmation of the handwritten withdrawal slips from the bank from which the withdrawals were made. The Wife seeks to introduce the typewritten confirmation slips as further evidence on appeal.

(2) Property 1

20 The Husband denies that the Wife had made “other contributions” totalling \$28,500.

21 The Husband further appeals the DJ’s order in relation to a second valuation report by Chesterton. This is the subject of his summons for further evidence, which I detail below.

22 The Wife’s only quarrel with the DJ’s apportionment of [Property 1] (apart from her share of the contribution from the proceeds of [Property 2] described above) is that the DJ had taken incorrect figures for the Wife’s CPF contribution. The Wife submits that the DJ took the Husband’s CPF contributions to the flat as at 20 January 2014, but took the Wife’s CPF contributions as at 23 August 2012. The Wife argues that the DJ should have taken her CPF contribution as that on 22 January 2014 because that would have been a more accurate assessment date.⁶

⁶ Wife’s submissions in RAS 116/2014 at paragraph 18.

My decision on the direct contributions

23 Before addressing each of the arguments raised by the Husband and the Wife, I will first deal with the summonses for further evidence that the Wife and the Husband are seeking to introduce on appeal.

(1) The summonses for further evidence

24 Woo Bih Li J held in *ACU v ACR* [2011] 1 SLR 1235 (“*ACU v ACR*”) that the practice where a High Court judge deals with appeals from a district judge was to treat the hearing as a first instance hearing, with freedom to admit fresh evidence. He took reference, however, from the rule in *Ladd v Marshall* (1954) 1 WLR 1489 (“*Ladd v Marshall*”). In *Ladd v Marshall*, Denning LJ (as he then was) stated at 1491 that:

... To justify the reception of fresh evidence... three conditions must be fulfilled: first, it must be shown that the evidence could not have been obtained with reasonable diligence for use at the trial; secondly, the evidence must be such that, if given, it would probably have an important influence on the result of the case, though it need not be decisive; thirdly, the evidence must be such as is presumably to be believed, or in other words, it must be apparently credible, though it need not be incontrovertible.

25 In *ACU v ACR*, Woo J considered that the fresh evidence would not have satisfied the first criterion of the three-part test. He nonetheless found that the second and third criteria would have been satisfied. He therefore allowed the evidence to be introduced.

(A) THE WIFE’S SUMMONS

26 The Wife seeks to introduce documents pursuant to her summons for further evidence. These documents fall into three categories:

- (a) typewritten bank confirmation slips matching handwritten receipts of withdrawals from an Indian bank which were rejected by the DJ;
- (b) a certificate on the state of her health; and
- (c) documents showing her legal bills.

27 The first is the typewritten confirmations of the handwritten withdrawal slips that the DJ rejected. These typewritten withdrawal slips are endorsed with the stamp of the Indian bank that issued the handwritten withdrawal slips, and certify the withdrawals recorded in the handwritten withdrawal slips. These are said to be relevant to establishing her cash contributions to [Property 1] and [Property 2].

28 I recognise that the typewritten confirmation slips could have been produced at the hearing before the DJ. It therefore fails the first of the three limbs in *Ladd v Marshall*. But that alone is not an impediment to me allowing it to be introduced, as *ACU v ACR* shows. On the other hand, the typewritten confirmation slips are of great importance to an issue raised in the appeals. The “unusual” nature of handwritten withdrawal slips was the DJ’s sole basis for dismissing what could otherwise have been proof of substantial cash contributions to the purchase of both [Property 1] and [Property 2] by the Wife. The Wife, on her part, explained in her affidavit that it was common in India to have handwritten records. The typewritten withdrawal slips would be crucial to a resolution of that issue, as they lend credibility to the contentions that the withdrawals had been made. The typewritten slips were endorsed by UCO Bank in India, the bank from which the withdrawals were made. The Husband does not contest the authenticity or reliability of the typewritten confirmation slips:

his issue was with the nexus to the money held in his accounts. For these reasons, I allow the typewritten bank slips to be adduced in evidence.

29 The second category of evidence the Wife seeks to introduce, in order to bolster her appeal on the maintenance awarded, is a medical certificate issued by Dr Rishi Arya in India which states that the Wife is a “chronic asthmatic” which requires her to be on “regular medication to continue leading a normal daily routine”.⁷ The medical certificate does not give any indication as to what kind of medication her condition requires, and the expense she would be put to on account of such medication. No diagnosis as to the underlying cause or severity of the condition is given. I therefore dismiss her application to introduce the medical certificate into the evidence.

30 The third and final category of evidence the Wife seeks to introduce are documents showing the extent of her legal fees incurred in the divorce proceedings, also in support of her appeal to raise the maintenance award. These documents are, in my judgment, irrelevant to the issue of maintenance. I therefore dismiss the Wife’s application to introduce these documents into evidence.

(B) THE HUSBAND’S SUMMONS

31 The Husband seeks to adduce further evidence which falls, broadly speaking, into two categories. The first category of evidence relates to the Husband’s argument that the Chesterton report should not be relied upon.

⁷ Wife’s affidavit filed in SUM 4640/2014 at page 21.

32 The Husband's application in respect of the first category of evidence will require me to set out in some detail his contentions as to the factual background. At the hearing of the ancillary matters in the District Court, a valuation report dated 24 January 2014 produced by M/s Goh Leong Valuers ("GLV") had been adduced by the Wife and accepted by the Husband. The GLV report placed the value of [Property 1] at \$770,000.

33 The Husband's version of events is that, at the adjourned date at which he expected delivery of judgment, the DJ showed him a printout of recent transactions in the area around [Property 1]. He did not notice that these were flats on higher floors. The DJ was of the view that another valuation ought to be made. The Wife's solicitors proposed a revaluation of the property, and put forward a list of valuation firms which could carry out the revaluation of [Property 1]. The Husband, who appeared in person at the ancillary matters before the DJ, said he was pressed and selected Chesterton out of the list of property valuers. The DJ therefore ordered that [Property 1] be valued by Chesterton. The Chesterton valuation report, dated 14 May 2014, placed the value of [Property 1] at \$860,000.⁸

34 The Husband, in his substantive appeal, argues that the Chesterton report should be disregarded. He argues that he felt compelled to accept the Chesterton valuation under pressure from the Wife's solicitors and the DJ. He also points to the fact that Chesterton is not an HDB-approved valuer. Finally, he argues that, in any event, the Chesterton report is unreliable and that the GLV valuation report is to be preferred. On her part, the Wife does not dispute the Husband's

⁸ Husband's affidavit filed in SUM 4797/2014 at page 124.

account but reminds in her reply affidavit that the Husband agreed to the second valuation.

35 The evidence the Husband seeks to adduce supports each of these links in the chain of his argument that the Chesterton report should be rejected. The evidence consists of:⁹ (a) print-outs indicating the prices of property in the area around [Property 1]; (b) the Husband's handwritten notes of the names of five property valuers from which he chose Chesterton; (c) the Chesterton report; (d) emails between the Husband and Chesterton confirming that the latter is not an HDB-approved valuer; (e) a print-out from the HDB website purportedly showing that HDB requires approved valuers for the valuation of HDB flats; and (f) emails between the Husband and the Wife's solicitors showing that the Wife agreed to the GLV valuation prior to the DJ's order that [Property 1] be valued by Chesterton.

36 I allow the Husband's further evidence on this point as it is quite material to his case that an HDB-approved valuer should be used. While the Wife makes the point that it is not crucial to have an HDB-approved valuer, this is necessary for purposes of seeking financing, and it would be reasonable to assume that the Husband would require some refinancing of his mortgage now that the Wife was no longer contributing. The DJ probably ought not to have made the order for a second valuation, especially one not by an HDB-approved valuer. There was already in evidence a relatively current valuation done by GLV in January 2014. There is nothing to suggest that the GLV valuation was defective or unreliable and was accepted for use by both parties.

⁹ Husband's affidavit filed in SUM 4797/2014 at paragraph 44.

37 Of course, the Husband had an opportunity to raise his dissatisfaction with the DJ's order that Chesterton value the flat when parties appeared before the DJ for further arguments (at the Husband's request) on 21 April 2014. He was not recorded to have done so. It was only *after* the Chesterton produced the report, which turned in the Wife's favour, that the Husband raised a host of objections to it. I will take this issue into account when I consider the question of costs.

38 The second category of evidence that the Husband seeks to introduce are documents which he says explain what appear to be numerous and substantial deposits into his bank account¹⁰. This is in response to the Wife's argument that those deposits show that he was receiving cash gifts from the Wife's family. The Husband seeks to explain these deposits with documentary proof that he had taken various short term loans which account for the in-flow of cash into his bank account. I am of the view that the relevance of these documents to this appeal is low. Looking at the records, many of the cash withdrawals that the Wife is relying on are neither referable in quantum nor time to the Husband's deposits. In the light of my finding in respect of the Wife's contentions, it follows that the source of those deposits is also of little relevance. This part of his summons is dismissed.

(2) Analysis of the arguments raised on appeal

39 Having dealt with the evidential issues that were argued before me in conjunction with the appeals, I will now address the substantive issues that arise.

¹⁰ ROA Vol 4, pages 2234-2324.

(A) PROPERTY 2

40 I accept the Husband's assertion that the DJ was incorrect to limit his contribution to [Property 2] to \$23,650. The documentary evidence that the Husband placed before the court far exceeded that amount, and the DJ does not appear to have given any reasons for accepting some payments while rejecting others.

41 I am not satisfied, however, that the Husband contributed \$125,105.56, as he claims. His claim for contribution to furnishing, which is one of the categories forming part of the larger composite sum, is stated to be \$30,735.56. The Husband has, however, only produced documentary proof for the purchase of furniture up to the value of \$15,135.56. The remaining sum of \$15,600 remains unsubstantiated; it is merely itemised with generic descriptions and approximate prices.¹¹ I therefore do not accept that the Husband contributed the unsubstantiated \$15,600 in furnishing. I take his contribution to [Property 2] to be \$109,505.56.

42 I now turn to the Wife's contention that she contributed \$33,666.67 to the purchase of [Property 2]. Her contention is based on her affidavit evidence, affidavits sworn by her family members, handwritten withdrawal slips showing sums withdrawn by her family members from their Indian bank accounts, as well as the typewritten confirmations of the handwritten withdrawal slips which I have allowed into the evidence.

43 However, the fact that her family members made withdrawals from their Indian bank accounts (even if accepted) does not, *ipso facto*, prove any direct

¹¹ Supplemental ROA at page 1.

contribution to [Property 2] on the part of the Wife. The Wife's argument requires *two additional inferences*, namely that: (a) the relatives gave the money that they withdrew to her; and (b) the money which was given to her by her relatives was applied to the purchase of [Property 2].

44 The Wife relies on two additional factors which she says supports those two inferences:

(a) The Wife raises the fact that the Husband was out of a job for a few months in mid to late-2008.¹² The date of purchase of [Property 2] coincided with the period which the Husband was out of a job. The Wife was not employed at that point in time. The suggestion is that the only way the couple would have been able to maintain the upkeep of [Property 2] was if they were receiving funds from her family.

(b) The Wife also relies on the Husband's bank account statements which were placed before the court. These statements show substantial and unexplained deposits by way of "Cash Cheque Deposit" and "MAS Electronic Payment Scheme Receipt". These payments, she says, were the deposits of cash which had been given to her by her family.¹³

45 The Wife submits that the withdrawal slips, coupled with the above two facts, collectively support the inference that the monies withdrawn from her relatives' accounts were paid to the Wife in cash, and the inference that that money was subsequently channelled by her into the purchase of [Property 2].

¹² ROA Vol 3A at pages 576–577.

¹³ ROA Vol 4 at pages 2234–2310.

46 It will be helpful to set out again the Wife's alleged contributions to [Property 2]:

S/No	Contribution	Amount (\$)
1.	Dowry from the Wife's family (March 2007)	10,000.00
2.	Cash from the Wife's family (October/November 2007)	10,000.00
3.	Cash from the Wife's family for the Husband's application for Singapore Citizenship (January 2008)	6,666.67
4.	Cash from the Wife's family during the Husband's period of joblessness (June–October 2008)	7,000.00

47 In relation to the first two items, I am prepared to draw the first inference that the Wife's family provided the two sums to the Wife as gifts. It is consistent with her account that there was a dowry and gifts provided by her family at the beginning of her marriage. The claimed sums were also supported by withdrawal slips indicating the stated amounts at or around the stated dates.¹⁴

48 The DJ made a passing remark that the sums given to the Wife by her family would have been made pursuant to the Husband's demands for a dowry, which would be illegal. I respectfully do not agree that there is a basis for that conclusion. Apart from the Wife's bare allegation that the monies were paid in response to the Husband's demands for the payment of a dowry, there is nothing otherwise to suggest that the sums transferred to the couple were payments

¹⁴ Wife's affidavit in SUM 4640/2014 at pages 8, 10, 12, 14 and 16.

made illegally or under the inducement of threat. Further, the Husband strenuously denies making any such threats against the Wife or her family.

49 While I may accept that the Wife received the sums stated in the first two items as gifts from her family, I am not satisfied that the second inference should be drawn in relation to them. The sums of money were given to the Wife close to a year before [Property 2] was purchased. I do not think that they would have been applied directly to the purchase of the property. I am therefore of the view that as far as the first two items are concerned, they should properly be considered within the rubric of indirect contributions, rather than direct financial contributions to [Property 2].

50 The third item is not substantiated by a withdrawal slip. It is supported only by a statement sworn by [A], the Wife's first cousin, that he had loaned that sum of money to the Wife's father because the Wife was in need of money.¹⁵ As this purported contribution was based on a bare assertion unsubstantiated by contemporaneous documentary evidence, I disregard it.

51 The fourth item is a composite sum said to be established by three different documents. The first two documents are withdrawal slips from the account of [B], the Wife's mother, dated 19 August 2008 and 4 September 2008. These withdrawal slips show withdrawals of \$1,666.67 and \$1,833.33 (totalling \$3,000) on those respective dates. The third document is a statement sworn by [A] that he had extended a loan of \$3,333.33 on 4 September 2008 to the Wife's father, for the Wife's use.¹⁶

¹⁵ ROA Vol 3B at page 1058.

¹⁶ ROA Vol 3B at page 1058.

52 I am prepared to draw both inferences in relation to the first two sums from [B] totalling just over \$3,000. I am satisfied that the amounts were withdrawn by the Wife's mother and given to her. I also accept that the Wife probably applied the sums to the purchase of [Property 2] in view of the proximity of the transfers to the purchase of [Property 2]. Of course, as discussed at [43] above, there is no automatic nexus between the withdrawals and the payment into [Property 2]. These withdrawals, however, provide an explanation for the source of the Wife's funds from which her contended contribution of \$3,000 was made, which the DJ accepted. I also accept that she made the \$3,000 contribution. I disregard the third sum of \$3,333.33 because it is supported only by a statement of [A] with no other independent documentary evidence.

53 The cash contributions by the Wife which I have accepted above would have comingled with the sums that the Husband eventually paid for [Property 2]. The Wife's cash contributions must be deducted from the Husband's contribution to [Property 2]. I therefore take their contributions to [Property 2] to have been \$106,505.56 and \$3,000.

54 This will lead to the following apportionment of shares in the proceeds from the sale of [Property 2]:

S/No	Item	Husband (\$)	Wife (\$)
1.	CPF lump sum	18,650	0.00
2.	Cash option fee	5,000.00	0.00
3.	CPF stamp fee	6,300.00	0.00

4.	Cash balance	30,650.00	0.00
5.	Furnishing	15,135.56	0.00
6.	Cash mortgage repayment	11,000.00	0.00
7.	CPF mortgage repayment	22,770.00	0.00
8.	Other cash contributions	-3,000.00	3,000.00
TOTAL		106,505.56	3,000.00
PERCENTAGE SHARE		97.26%	2.74%

(B) PROPERTY 1

55 The DJ accepted the Wife's position on her contributions of \$28,500 to the purchase of [Property 1]. I reproduce the Wife's position for convenience:

S/No	Contribution	Amount (\$)
1.	Cash from father for ancestral land which the Husband said could be taken into account for [Property 1] (December 2009)	15,000.00
2.	Cash from family for furnishings (August 2010)	7,500.00
3.	Cash from the Wife's personal savings	6,000.00
TOTAL		28,500.00

56 The first item apparently related to a sum that the Wife's father lent to the Husband's father for the purchase of ancestral land. [C], the Wife's father, and [D], her uncle, filed affidavits supporting this contention.¹⁷ Both of them also provided withdrawal slips indicating withdrawals of the amounts in question from their bank accounts.¹⁸ In view of the corroborating evidence, I am prepared to accept that this in fact occurred. However, in view of the significant elapse of time between these withdrawals and the purchase of [Property 1], as well as the nature in which these sums are said to be contributions to [Property 1], I am of the view that they are more properly considered as part of the Wife's indirect contributions rather than direct financial contributions to [Property 1]. While the Wife contends that the Husband agreed that the sum could be counted as the Wife's contribution to [Property 1], in the absence of other contemporaneous evidence on the same, it would be better to use the position at law, which is that it is not considered in the nature of a direct contribution to the payment of the flat.

57 It is not clear what documentary proof the DJ relied on in accepting the Wife's assertion that she contributed the second item. The Wife's submissions also did not connect that amount to any documentary evidence. The date and the sum in question, however, appear to correspond to a sum of \$8,333.33 allegedly loaned by [E], the Wife's father's first cousin, on 17 August 2010 to the Wife's father for the Wife's use. The only evidence supporting the existence of this loan is a sworn statement by [E] that he had done so.¹⁹ It is unsupported by any corroborating withdrawal slip. In view of the total absence of

¹⁷ ROA Vol 3B at page 1031.

¹⁸ Wife's affidavit in SUM 4640/2014 at pages 10 and 16.

¹⁹ ROA Vol 3B at page 1071.

independent documentary evidence corroborating this loan, I disregard this sum.

58 The third item is the Wife's purported cash contribution to [Property 1] from her savings. I note that the Wife had started working as an administrative assistant in August 2008 when her Husband was out of a job. [Property 1] was purchased in May 2010. I therefore think it probable that the Wife would have amassed some savings by the time of the purchase of [Property 1], which would have allowed her to contribute to it. I therefore do not disturb the DJ's finding on this point.

59 I also accept the Wife's contention that a more current CPF statement should have been used to determine the extent of her CPF contributions to the purchase of [Property 1]. Counsel for the Husband accepted at the hearing that the DJ had taken a dated figure for the Wife's CPF contribution, and agreed with the figure put forth by the Wife.

(3) My calculations

60 In view of the figures that I have accepted and rejected above, my calculations on the direct financial contributions to [Property 1] are as follows:

S/No	Contributions	Husband (\$)	Wife (\$)
1.	CPF contributions	95,585.00 (Principle)	17,182.00 (Principle)
		6,520.00 (Interest)	866.08 ²⁰ (Interest)

²⁰ Wife's submissions in RAS 116/2014 at paragraph 18; ROA Vol 4 at page 36.

2.	Cash contributions from sale of [Property 2]	$95,867.50 \times 97.26\%$ $=$ 93,240.73	$95,867.50 \times 2.74\%$ $=$ 2,626.77
3.	Other cash contributions		6,000.00
TOTAL		195,345.72	26,674.86
PERCENTAGE SHARE		87.99%	12.01%

61 A final point on this area of the financial contributions concerns a contention by the Wife (see [44(b)]) that the Husband had dissipated some \$70,000 worth of matrimonial assets. The basis of the Wife's contention is a bank withdrawal slip showing a \$70,000 withdrawal from the Husband's bank account on 5 September 2011.²¹ The Husband explained that this money had been taken out to repay the loans he had taken earlier for the flat, and also to protect his savings because he was fearful of her relatives.

62 This contention is related to the Wife's earlier contention that her relatives had contributed \$70,000 which the Husband must have banked into his account. In the analysis above, I have accepted some of these alleged contributions but not others. Of significance is the fact that the time periods for the cash injections into the Husband's account²² show no discernible connection to the timing or the amount of the various alleged contributions from the Wife's family members. The Husband, on his part, explained that the earlier injections were loans taken out for the purposes of the flat.

²¹ ROA Vol 3A at page 615.

²² ROA Vol 4 at pages 2234–2324.

63 Whilst the Husband's account had a lot of activity, there was no evidence (aside from that which I have already accepted) that his account comprised any assets built up by both parties jointly. It bears mention that prior to the marriage, the Husband was earning a substantial salary from his previous employers, JPMorgan Chase Bank and Credit Suisse. The DJ did not make any finding as to this alleged dissipation of assets by the Husband, and I similarly reject the contention.

Indirect contributions and division of asset

64 The DJ did not place any weight on the indirect contributions of the parties. The DJ noted that the marriage was a short and childless one. The indirect contributions asserted by both parties were strenuously denied by the other. Both parties were working full-time for most of the marriage. Both were traditional Indians who believed in the sanctity of marriage; each would have made efforts to make the marriage work as divorce would bring shame to them and their families. The DJ concluded that the indirect contributions made by either party would have cancelled out the other party's indirect contributions. The DJ nevertheless decided to round up the Wife's share in [Property 1] (from 21% to 25%) because "if not for the marriage, the parties would not be able to form the family nucleus required to purchase [an] HDB flat and make a profit from it".

65 This last statement was objected to by the Husband, who criticised the "rounding up" and its rationale. The fact of the family nucleus and its attendant entitlement to an HDB flat was a privilege enjoyed by both parties, and I accept that it ought not to be dealt with in this way.

66 It would be useful, at this juncture, to take reference from the Court of Appeal in *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 where husband and wife were married for three years and without children. The Court of Appeal stated at [28] that “[i]n a short and childless marriage, the division of matrimonial assets will usually be in accordance with the parties’ direct financial contributions as non-financial contributions will be minimal”. The Court of Appeal apportioned 64% of the share of the property to the husband and 36% to the wife in line with their direct financial contribution to the property, which was in the ratio 64:36.

67 More recently, in *ACY v ACZ* [2014] 2 SLR 1320 (“*ACY v ACZ*”), the court considered the division of assets in a childless marriage of three years. As far as the division of assets was concerned, the only item in dispute was a property located in the United Kingdom. The property was purchased after the marriage and held in the joint names of the husband and wife. George Wei JC established that the wife’s direct financial contribution to the property, taken at its highest, amounted to only 4% the value of the property. He therefore rejected the wife’s position that she was entitled to a 25% share in the property. Wei JC awarded her a 5% share in the property. In doing so, Wei JC bore in mind “the emphasis of the law on direct financial contributions in short childless marriages” (*ACY v ACZ* at [39]).

68 Viewing this case in the broader context of the cases I mention, in my view, the DJ was correct not to place too much weight on the indirect contributions of the parties. I accept that generally, both the Husband and the Wife equally tried to make the marriage work. The division should therefore not stray too far from the financial contributions of the parties.

69 However, viewing the marriage broadly, I think it is appropriate to give the Wife a small uplift. The Wife left her native city of Jalandhar in Punjab, India, and uprooted from familiar familial surroundings to marry the Husband and set up a new life in Singapore pursuant to their arranged marriage. I accepted at [47]–[49] and [56] above that the Wife, through gifts from her family, provided some \$35,000 in cash. Some of the money was contended to be contribution to the Husband’s extended family, other components must have contributed to the joint expenses and purchases that the Husband and Wife made during their marriage. In viewing these contributions I took into account that the Husband, as the primary earner during much of their marriage, would also have made ongoing contributions of his own.

70 Viewing the various factors in a broad-brush manner, I am of the view that it is just and equitable to divide [Property 1] 85% to the Husband and 15% to the Wife.

Valuation or sale of Property 1

71 Parties agreed that the Husband would pay the Wife for her share of the flat, with her transfer to the Husband to hold solely. For reasons mentioned at [34]–[36] above, the valuation of \$770,000 provided by the GLV report is to be used if parties are able to carry out this option.

72 Both in the court below and before me, parties assumed that the HDB would allow the Husband to keep the flat. The correspondence shown to me was, however, not definitive on this. Although the Husband is over 35 years of age, only specific categories of flats are specified in that scheme and it was not clear that [Property 1] was within such a category. In the event that the HDB

does not allow the transfer, the flat should be sold in the open market when permissible, and the proceeds divided in the shares which I have apportioned.

Maintenance

The DJ's decision

73 The Husband's net salary is \$4,943 whilst the Wife's net salary is \$1,711 (both salaries are reflected here without bonus and overtime payments). The DJ decided that since this was a short childless marriage, a lump sum maintenance order was appropriate to ensure a severance of ties. The DJ calculated the Wife's monthly expenses to be \$2,207, after revising down what was thought to be inflated figures. The DJ considered that a multiplicand of \$500 per month was appropriate since the Wife's take-home income was about \$1,711. The DJ also used five years as a multiplier since the parties were married for that length. The DJ accordingly ordered the Husband to pay the Wife lump sum maintenance of \$30,000. The DJ considered the income of the parties, the length of the marriage, and the expenses of the Wife.

The arguments on appeal

74 The Husband argues that no order of maintenance should have been made in favour of the Wife. The Wife is able to support herself with her own earnings in the context of a short childless marriage.²³ The Husband relies on the recent decision of *ADB v ADC* [2014] SGHC 76 where Choo Han Teck J held at [10] that "[t]he idea that maintenance is an unalloyed right of a divorced woman is an idea borne from the time when women were housewives living on the maintenance of men ...".

²³ Husband's submissions in RAS116/2014 at paragraph 59.

75 In the alternative, the Husband argues that the Wife's monthly expenses should be reduced to \$1,025 based on her average bank withdrawals. The Husband states that he does not have sufficient means to pay the lump sum maintenance ordered. While he has already made the lump sum maintenance payment to the Wife, he states that he had to take loans from various banks to do so.²⁴ If the court is minded to grant a maintenance order, the multiplicand should be \$400 and the multiplier should be 28 months, which is half the length of the marriage. That would amount to a lump sum of \$11,200. The Husband relies on the decision of Wei JC in *ACY v ACZ* where he held that a reasonable multiplier for a marriage of about three years was 18 months. The Husband also points out that he has paid \$400 a month since October 2011, a period of about 30 months up to the time of the trial below.

76 The Wife disputes the DJ's reduction of her monthly expenses. The Wife argues that the DJ failed to take into account her toiletries expenses,²⁵ and that she could not be expected "to eat all her meals at hawker centres all her life". The Wife asks for \$10 for each meal instead of the \$5 that the DJ allowed. The Wife asked for lump sum maintenance of \$150,000, assessed at a multiplicand of \$2,500 a month multiplied by five years.

My decision on maintenance

77 I have dealt with and rejected the Wife's summons introduce further evidence on maintenance at [29]–[30] above. The Wife's other contentions that her monthly expenses were higher than what the DJ took into account are unsubstantiated and, in my view, unreasonable.

²⁴ Husband's submissions in RAS116/2014 at paragraph 69; Annex A.

²⁵ Wife's submissions in RAS 82/2014 at paragraph 36.

78 The Husband's reliance on *ADB v ADC* is similarly misplaced. Choo J merely suggested that maintenance should not be granted *as a matter of course*, in view of the present-day societal context. The case does not stand for the proposition that the starting point where a wife is working is that there would be no order as to maintenance.

79 I am of the view that the multiplicand of \$500 per month is an appropriate one, taking into account the Wife's income and expenses, as well as the Husband's income. I differ with the DJ only on the appropriate multiplier. In view of the circumstances of this marriage, a more appropriate multiplier is two years. This is a short childless marriage. Both parties are working. It would be reasonable for a lump sum to be awarded to ease the Wife's transition. I set this lump sum at \$500 for two years, being \$12,000.

80 Accordingly, the Husband is ordered to pay the Wife a lump sum maintenance of \$12,000, calculated on a multiplicand of \$500 per month multiplied by a period of two years.

Jewellery

81 The DJ stated that both parties were prepared to return the jewellery given to each other by their respective families as wedding gifts. The main issue was whether the jewellery was in their possession. The DJ was of the view that there was no jurisdiction under the Women's Charter (Cap 353, 2009 Rev Ed) to make an order to trace the whereabouts of the jewellery alleged to be in India. The DJ nonetheless recorded the agreement of both parties to return the jewellery given to them by the other's family.

82 On appeal, there was confusion as to whether each party was to return the jewellery given by the other party's family to *that* party, or whether each

party was to return the jewellery given by the other party's family to the *other party*. The paragraph of the DJ's judgment dealing with the issue seemed to reference both ideas, but the DJ's final order was for the latter. The Wife said that the DJ's order was correct as the Wife's allegation was that the Husband still held jewellery given to her by her family, some of which was in India. The Husband's counsel contended that the order ought to have been framed in terms of the return of jewellery given by the *other* side.

83 It seems to me that the DJ accepted she had no jurisdiction to make the order that she did, but in any event, recorded it as a consent order. It seems there is no consensus on this order. As the appeal functions as a rehearing before me, I set aside the order.

Conclusion

84 In summary, Summons No 4797 of 2014 and Summons No 4640 of 2014 are both allowed in part. The appeal and cross-appeal in RAS No 82 of 2014 and RAS No 116 of 2014 are allowed in part:

- (a) The DJ's order on the transfer of the Wife's interest in [Property 1] to the Husband is varied. Subject to the HDB's agreement to the Husband taking [Property 1], the Wife is ordered to transfer her interest in [Property 1] to the Husband, against the Husband paying the Wife 15% of the net value of [Property 1], which is taken as \$770,000, with the Wife refunding such sums owing CPF out of this sum obtained.
- (b) In the event that the HDB does not agree to the transfer, [Property 1] is to be sold in the open market at the time when it may be sold, with proceeds divided 15% to the Wife and 85% to the Husband.

Each payment should refund as necessary their CPF accounts out of the proceeds obtained.

(c) The DJ's order on maintenance is varied in that the amount of the lump sum should be substituted for the sum of \$12,000.

(d) The \$18,000 arising from the Husband's previous lump sum payment may be deducted from the sum that the Husband has to pay the Wife for her share of the flat.

(e) The DJ's order for the return of the jewellery by the Husband and the Wife is set aside.

(f) Liberty to apply.

85 I will hear parties on costs of the appeal, the cross-appeal and the two summonses.

Valerie Thean
Judicial Commissioner

Johnson Loo Teck Lee (Drew & Napier LLC) for the respondent in
RAS No 82 of 2014 and the appellant in RAS No 116 of 2014;
The appellant in RAS No 82 of 2014 and the respondent in RAS
No 116 of 2014 in person.