

BHL v BHM
[2013] SGHC 92

Case Number : Divorce Suit No 1613 of 2010
Decision Date : 29 April 2013
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Gill Carrie Kaur (Harry Elias Partnership LLP) for the plaintiff; Kamalam d/o S V Suppiah (Guna & Associates) for the defendant.
Parties : BHL — BHM

Family Law – Custody

Family Law – Matrimonial Assets – Division

Family Law – Maintenance

29 April 2013

Belinda Ang Saw Ean J:

Introduction

1 This case concerned the determination of ancillary matters relating to custody, care and control and access, maintenance and division of the matrimonial assets.

2 The plaintiff wife (“the wife”) and defendant husband (“the husband”) were married on 7 March 2000 in India. The wife and husband are now permanent residents of Singapore. There are two children of the marriage, a son born in February 2002 and a daughter born in July 2007. The marriage lasted for about nine years before the parties separated in December 2009. Subsequently, the wife commenced divorce proceedings on 9 April 2010 and interim judgment was granted on 30 December 2010.

3 I made the following orders on 15 and 18 January 2013:

(a) Joint custody of the children of the marriage with care and control to the wife. The husband’s access to the children is set out in [17] below.

(b) The matrimonial property in Singapore (“the matrimonial home”) is to be apportioned 60:40 in favour of the wife, with an option for the wife to buy over the husband’s 40% share in the property. Orders relating to the sale of the matrimonial property are set out in [46] below.

(c) The property owned by the parties in India is to be sold and the sale proceeds are to be divided equally, after deducting the repayment to the wife of \$28,425 and the costs and expenses of the sale (see also [47] below).

(d) The parties’ three joint bank accounts are to be closed and the balance therein divided equally. Parties are to retain all other assets in their own names.

- (e) Maintenance for the wife at \$1.00 per month.
- (f) Maintenance for the children at \$4,000 per month.
- (g) Each party to bear the legal costs of the ancillaries.
- (h) Liberty to apply.

4 The wife has filed an appeal against the whole of my decision made on 15 and 18 January 2013. I now give my grounds of decision.

Custody, care and control and access

5 The children have been living with the wife after the parties separated in December 2009. In the interim period pending the determination of ancillary matters, the husband has had day access to the children on Sundays from 11am to 5pm.

6 The parties agreed that there should be joint custody of the children with care and control to the wife.

7 As for the issue of access, the husband wanted day and overnight access to the children. Whilst the wife did not oppose day access, she was not agreeable to the husband's proposal for overnight access once a month from Saturday 11am to Sunday 5pm and also during two weeks of school holiday every year.

8 The wife argued that any form of overnight access was not appropriate for the children given the husband's sexual promiscuity and his tendency to view pornographic material at home. According to the wife, she had caught the husband having an affair with a former domestic helper, chatting with his ex-girlfriend, speaking to bar girls, watching pornography on a regular basis, drinking excessively at night and so on. The wife produced three supporting affidavits by third parties: an affidavit by her sister stating that the husband had tried to molest her on numerous occasions, an affidavit by a mutual friend detailing the husband's extra-marital affairs, and finally, an affidavit by another former domestic helper from India ("the Indian domestic helper") stating that the husband had made sexual advances to her and also watched pornography at home in front of his young son.

9 In response, the husband argued that the wife's refusal to allow overnight access was unreasonable and would inhibit bonding between the father and the children. The husband stated that most of the wife's assertions were untrue and grossly exaggerated, and in any case irrelevant to the issue of overnight access to the children. According to the husband, the wife was obsessive, had low self-esteem and often unfairly accused him of having affairs. He pointed out that he has had day access to the children since December 2009 without any incident. Moreover, he was only a social drinker and did not drink excessively. As for his alleged "hyper sexuality", the husband produced a medical report by his psychiatrist ("the husband's psychiatrist"), which detailed the husband's depressive episode that occurred in 2007 and stated that no symptoms of "hyper sexuality" were found in the husband (see [14] below).

10 The husband also denied the allegations made in the three supporting affidavits produced by the wife. The husband stated that his sister-in-law's version of events was false; it was the wife who had suggested that her sister stay with them and share their bed on one occasion, and it was the sister who had displayed suggestive behaviour towards him. The affidavits of the mutual friend and the Indian domestic helper were also denied and denounced as biased and untrue.

11 While these were the arguments put forward by the parties, I was mindful that in deciding issues of custody, care and control, and access, the paramount consideration must be the welfare of the children, pursuant to s 125 of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Women's Charter"). The welfare of the child is to be measured not only by money nor by physical comfort, but also by taking into account the child's moral and religious welfare, physical well-being and the ties of affection between the child and parents (*Soon Peck Wah v Woon Che Chye* [1997] 3 SLR(R) 430 at [25], citing *Rayden and Jackson's Law and Practice in Divorce and Family Matters* (Butterworths, 16th Ed, 1991) at p 1004). Moreover, the court should promote joint parental responsibility in custody proceedings, as it is in the best interests of a child to have both parents involved in his or her life (*CX v CY* [2005] 3 SLR(R) 690 at [26]).

12 This principle of joint parenthood is equally applicable to access orders. As the Court of Appeal stated in *BG v BF* [2007] 3 SLR(R) 233 at [13]:

... As far as possible, the child should be allowed to interact with both parents so that, despite the breakdown in relations between the parents, he is assured, to the greatest extent possible, of a normal family life with two parents.

In the usual course of things, where care and control of the child is granted to one parent, the other parent will be granted reasonable access to the child. To deny the other parent such reasonable access will require convincing evidence that the parent is incapable of caring for the child (see *Tay Ah Hoe (m.w.) v Kwek Lye Seng* [1996] SGHC 120).

13 Having regard to the principles traversed above, on the issue of overnight access, a closer examination of the wife's evidence did not reveal sufficient basis to refuse overnight access to the husband. For instance, the third party affidavits adduced by the wife were of doubtful relevance and reliability. The wife's sister and the Indian domestic helper understandably had closer ties to the wife. The latter was the daughter of a domestic helper who had served the wife's family back in India, and came from India to Singapore to work for the parties for a year when the son was born in 2002 and again in 2006 for about half a year. [\[note: 1\]](#) According to the husband, the Indian domestic helper's affidavit was also unreliable as she was illiterate and did not speak English. Moreover, her claim that the husband had openly watched pornographic material in the son's presence was six years ago in 2006. As for the mutual friend, her affidavit simply recounted what she had heard from the wife, and was thus unreliable.

14 The wife's portrayal of the husband as "hyper sexual" was denied by the husband, relying on the medical report prepared by the husband's psychiatrist, who had found no presence of such a symptom. [\[note: 2\]](#) Moreover, this medical report covered numerous sessions with the husband from September 2007 to April 2010, as well as seven marital counselling sessions attended by both parties in 2007. The husband's psychiatrist concluded that "[h]ypersexual behaviour would be inconsistent with a depressive episode as one would expect reduced sexual interest and behaviour during depressive episodes".

15 I accepted the husband's argument that if he were indeed "hyper sexual" as the wife claimed, the wife would have raised issues regarding the husband's sexual proclivity during the marital counselling sessions, yet she did not do so. I also noted that the wife's counsel had written to the husband's psychiatrist requesting clarification of his medical report and suggesting that the husband actually suffered from Bipolar disorder whereby "hypersexuality can co-exist with depressive behaviour". [\[note: 3\]](#) In that letter, counsel for the wife also asked the husband's psychiatrist to confirm that he could not "preclude the possibility of hypersexuality" in the husband. In his reply

letter, the husband's psychiatrist stated that there was no evidence that the husband suffered from Bipolar disorder. [\[note: 4\]](#)

16 In the circumstances, the evidence adduced by the wife did not persuasively show that the overnight access was risky or that the children would be morally corrupted merely by spending one night a month and two weeks of school holiday with the husband.

17 Accordingly, I granted the husband day and overnight access to the children in terms of his proposal as follows:

- (a) Every Sunday from 11am to 5pm;
- (b) Overnight access from Saturday 11am to Sunday 5pm once a month;
- (c) Two weeks school holiday access either in June or December every year with liberty to bring the children overseas for holidays. This access shall take effect from December 2013;
- (d) On alternate public holidays from 11am to 5pm, commencing with Chinese New Year 2013;
- (e) On Deepavali day from 10am to 5pm;
- (f) On the eve of each child's birthday for 3 hours each in odd years; and on the day of each child's birthday for 3 hours each in even years;
- (g) On the husband's birthday for 3 hours;
- (h) The wife is to inform the husband of any holiday plans with the children, together with an itinerary and contact details. If the husband is bringing the children overseas, he is likewise to follow this order.

Division of matrimonial assets

Background facts

18 The parties both moved from India to Singapore to work in 1999. In March 2000, they went back to India to get married and returned to Singapore thereafter. A son was born to them in February 2002. In mid-2003, the father found a job in Australia and the family relocated there until February 2006, whereupon they returned to and settled down in Singapore. The wife gave birth to the daughter in July 2007.

19 The husband is now 39 years of age and works as a Sales Manager. In 2010, his gross monthly income was about \$16,878.50 (gross yearly income of \$202,541.65 divided by 12 months). [\[note: 5\]](#) During the marriage, the husband was gainfully employed, except for two periods of time. The first period was from March 2006 to September 2006 [\[note: 6\]](#) (the wife said it was from February 2006 to October 2006), after the husband lost his job in Australia in February 2006. During this period, the husband suffered from depression, for which he sought medical help. The second period of unemployment was from October 2007 to January 2008. Since January 2008, the husband has been working for his current employer.

20 The wife is now 37 years of age and is employed as a Human Resource Manager. In 2010, her gross monthly income was \$12,116. [\[note: 7\]](#) The wife also worked full-time during the marriage,

except on a few occasions. The wife was working full-time when the parties got married in 2000. She went part-time for three months in 2002 when the son was born, after which she resumed her job on a full-time basis. When the family first relocated to Australia, she did not work for one year from 2003 to 2004, but found employment in Australia between 2004 and 2006. When the family moved back to Singapore in February 2006, the wife was unemployed for two months before she found another job in April 2006, which required her to travel frequently. She stopped work again for about half a year in 2007 due to her pregnancy with the daughter, but resumed work again in early 2008 until the present.

21 The parties owned two immovable properties: the matrimonial property in Singapore and a property in India (the "India property"). The India property was purchased by the parties as joint tenants in 2005 and fully paid up by November 2011. Although no formal valuation of the India property was produced, parties agreed that the present value of the India property should be regarded as \$155,000 (using an exchange rate of 1 INR = 0.0225160 SGD).

22 The matrimonial property in Singapore (the "matrimonial property") was purchased in September 2009 for \$1,865,000. It was registered in their names as tenants in common, with the wife and husband holding 99% and 1% respectively. At the time it was purchased, the matrimonial property was still under development. As at the date of the declaration of the value of matrimonial assets, the estimated valuation of the matrimonial property was approximately \$2,550,000, according to an URA survey of recent property transactions for the same development. [\[note: 8\]](#) The parties disagreed on the outstanding loan balance for the matrimonial property: the wife claimed that the amount was \$1,156,589.99 whereas the husband's evidence indicated that it was \$1,385,406.23 instead. Nevertheless, at the final hearing on 18 January 2013, counsel for the wife submitted a bank statement showing \$1,362,200.38 outstanding on the loan as of January 2013. [\[note: 9\]](#) As this figure seemed consistent with the husband's position, I accepted it for the purposes of these proceedings.

23 The parties' relationship began to deteriorate in 2009, around the same time that the matrimonial property was purchased. The parties' marriage had been strained since 2006 as a result of the husband's depression, and became even more so in September 2009 when the wife accused the husband of having an affair with their domestic helper at that time. On 30 December 2009, the wife asked the husband to leave their home (at that time, parties were living in rental accommodation). She then commenced divorce proceedings in April 2010. The wife and children subsequently moved into the matrimonial property in July 2010 when the development was completed. Since July 2010, the wife has been paying the monthly cash instalments, property tax and maintenance for the matrimonial property. [\[note: 10\]](#)

The matrimonial assets

24 As disclosed through the exchange of affidavits of assets and means, the parties had the following jointly-owned assets:

Asset	Net value
Matrimonial property	\$1,187,799.62 (\$2,550,000.00 less outstanding loan of \$1,362,200.38)
India property	\$155,000.00

HSBC Savings account (only used to pay housing instalments) [note: 11]	Nil
DBS Savings Plus account	\$2,768.98 (as at 31 December 2009) [note: 12]
DBS Autosave account	\$332.15 (as at 31 December 2009) [note: 13]

25 As for other property in the parties' sole names, the wife declared the following assets owned by her:

	Item	Net value
1	Car	\$5,566.00 [note: 14] (\$68,000 less hire purchase loan of \$62,434)
2	Bank accounts	
	Standard Chartered Bank ("SCB") Savings account [1]	\$18,041.59 (as at February 2011) [note: 15]
	SCB Savings account [2]	\$5,210.10 (as at March 2011) [note: 16]
	SCB Current account	\$2,337.96 (as at February 2011) [note: 17]
	UOB Current account	\$8,394.94 (as at February 2011) [note: 18]
	DBS Savings Plus account (joint account with wife's father)	\$1,814.16 (as at February 2011) [note: 19]
	PNB India Savings account (joint account with wife's father)	\$5,542.67 (INR 246,165.98 as at March 2011) [note: 20]
3	CPF accounts	(as at January 2011) [note: 21]
	Ordinary account	\$11,092.56
	Medisave account	\$20,164.20
	Special account	\$20,788.80

4 Insurance policies	
Five insurance policies, three for her and one for each child	No surrender values given [note: 22]
5 Shares, stock options etc	Unknown [note: 23]
6 Other assets	
Jewellery	\$5,000.00 [note: 24]
Total	\$103,952.98

26 The husband disclosed the following assets in his sole name:

Item	Net value
1 Car	\$9,732.00 [note: 25] (\$58,000 less hire purchase loan of \$48,268)
2 Bank accounts	
HSBC Current account	\$907.11 (as at January 2011) [note: 26]
DBS Savings Plus account	\$20,518.97 (as at January 2011) [note: 27]
3 CPF accounts	(as at January 2011) [note: 28]
Ordinary account	\$11,130.09
Medisave account	\$29,860.60
Special account	\$25,987.10
4 Insurance policies	
Two insurance policies	No surrender values given [note: 29]
5 Shares, stock options etc	\$11,988.00 [note: 30]
Total	\$110,123.87

Direct contributions to the matrimonial property and India property

27 Both parties made direct contributions toward the acquisition of the matrimonial property, although the wife's direct contributions were greater. The down-payment was partly financed by CPF funds from both parties. The remainder of the down-payment, option fee, legal fees and stamp duty were paid out of one of the wife's Standard Chartered Bank ("SCB") accounts. The monthly mortgage instalments were paid using CPF funds of both parties, as well as cash contributions from another SCB account under the wife's name.

28 There were two further issues in relation to the parties' direct contributions toward the matrimonial property. First, the husband repaid to the bank the sum of \$44,944.50 in October 2009 for a personal loan taken out by the wife for the down payment of the matrimonial property. The wife did not dispute this but argued that this was a gift to her which should not be taken into account in the division of matrimonial assets. I did not find this argument convincing. Even if this sum was a gift (which the husband contested), this did not preclude it from being taken into account in the division of matrimonial assets (see *Yeo Gim Tong Michael v Tianzon Lolita* [1996] 1 SLR(R) 633 at [12]–[13] and *Wan Lai Cheng v Quek Seow Kee* [2012] 4 SLR 405 where inter-spousal gifts are assets that go into the pool of matrimonial assets for division). The second issue related to the actual source of funds in the wife's SCB accounts that were used for cash contributions towards the matrimonial property. The wife's case was these funds represented her personal savings. Conversely, the husband asserted that the wife's SCB accounts actually contained family savings, pursuant to an understanding between the parties that he would pay for household expenses while the wife's income would be saved for the family. As such, he argued that half of the contributions towards the matrimonial property made out of the wife's SCB accounts should be attributed to him. For the sake of argument, even if the funds in the wife's SCB accounts were not savings for the family, it could be argued that the husband had made *indirect* financial contributions which enabled the wife to amass *her own* savings in her SCB accounts to finance the matrimonial property for the benefit of the family as a whole. I will thus deal with this below, in the context of indirect financial contributions.

29 As such, the parties' direct financial contributions towards the matrimonial property as at January 2013 were as follows: [\[note: 31\]](#)

	Wife	Husband
CPF	\$91,499.91	\$120,748.23
Option fee	\$90,750.00	
Legal fees and stamp duty	\$49,570.00	
15% down payment	\$138,250.00	\$44,944.50
Renovations	\$17,212.00	
Mortgage instalments (August 2010 to January 2013)	\$65,686.08	
Total	\$452,967.99	\$165,692.73
Percentage of direct financial contribution	73.2%	26.8%

30 I noted that apart from the above contributions, the wife had also been paying the property tax and conservancy fees since July 2010, which amounted to about \$14,000 in total. [\[note: 32\]](#) However, it should similarly be noted that the wife had been occupying the matrimonial property to the exclusion of the husband since July 2011 [\[note: 33\]](#), which was a factor to be taken account in the division of the same under s 112(2)(f) of the Women's Charter.

31 As for the India property, the parties had made equal contributions towards the monthly instalment payments until December 2009 when they separated. [\[note: 34\]](#) From January 2010 to February 2011, the wife paid for the monthly instalments which totalled \$6,885.75 (INR 305,816), as

well as the maintenance and utility bills of \$1,039.79 (INR 46,180) in total. [\[note: 35\]](#) In November 2011, the wife paid \$18,518.90 to extinguish the housing loan for the India property in order to avoid the high interest rates, and also paid an additional \$1,981.41 in maintenance. [\[note: 36\]](#) While the husband argued again that the monthly instalments and maintenance charges from January 2010 to February 2011 were met by the wife from family savings as well as a sum of \$22,000 that he had transferred to her SCB account in November 2009 [\[note: 37\]](#), these arguments were better addressed in the context of the husband's indirect financial contributions towards the family.

Manner of holding for the matrimonial property

32 As noted above, the parties owned as tenants in common, with the wife holding a 99% share. The parties disagreed on the impact of this manner of holding. According to the wife, the parties had agreed that in event of a sale of the matrimonial property or a divorce, she would be entitled to 99% of the property and the husband would only receive a 1% share. [\[note: 38\]](#) The wife's version of events was that the husband had initially intended for her to own 100% of the matrimonial property to make up for his infidelities, however the parties were advised that the husband had to hold at least 1% of the property in order for him to continue his CPF contributions towards the purchase price. The husband, on the other hand, disagreed with the wife's account and claimed that she had coerced and blackmailed him into giving her a 99% share of the matrimonial property.

33 Regardless of the parties' views, the registered holding of the parties for whatever reasons is immaterial and irrelevant in the context of a division of matrimonial property under s 112(2) of Women's Charter. In other words, the law on division of matrimonial assets is not dependent on the proprietary interest of the parties. Section 112(2) of the Women's Charter is concerned with the personal rights (as distinct from proprietary rights) of the parties in relation to the matrimonial property. In *Ho Kiang Fah v Toh Buan* [2009] 3 SLR(R) 398, the following observations were made (at [16]):

... A distinction must be drawn between [the defendant's] proprietary rights and personal rights. Section 112 does not seek to declare or confer proprietary rights on a spouse where there are none. It must be remembered that the court's powers under s 112 to divide assets extends to those subsisting in the sole or joint names of the parties at the time of the hearing of ancillary matters. It is the spouse's personal rights as distinct from proprietary rights in relation to the matrimonial assets that the court adjudicates in ancillary proceedings applying the principles of a just and equitable division.

34 The wife raised two alternative arguments in support of her position that the manner of holding should be reflected in the division of the matrimonial property, namely:

(a) This would give effect to the parties' settlement or agreement on the division of the matrimonial property in the event of a divorce.

(b) Alternatively, the husband had gifted to her his share of the matrimonial property except for 1%. That is, all of the husband's contribution to this property, aside from 1%, was a gift to the wife.

35 I did not find the wife's arguments convincing. There was no written document before me indicating a marital agreement in contemplation of divorce as described by the wife; there was only a "Letter of Confirmation on Manner of Holding" signed by the parties confirming that their lawyers had explained to them the nature and effect of their manner of holding the matrimonial property. [\[note: 39\]](#)

In any case, even if there was an agreement between the parties, this would only constitute a factor to be taken into account in the division of matrimonial assets and would be subject to the overriding consideration of what is just and equitable in the circumstances (*TQ v TR and another appeal* [2009] 2 SLR(R) 961 at [73]–[75]; *AFS v AFU* [2011] 3 SLR 275 at [18]). As for the wife’s second alternative argument, this was insufficiently substantiated and in any case immaterial for the same reasons at [28] above.

Indirect contributions

36 Recently, the Singapore Court of Appeal in *BCB v BCC* [2013] 2 SLR 324 (“*BCB v BCC*”) cautioned against placing undue emphasis on *direct* contributions and emphasized that “*indirect* contributions of every stripe should be taken *fully* into account” [emphasis in original] (*BCB v BCC* at [8] and [11]). Moreover, it was noted in that case that the indirect contributions of *both* the husband as well as wife should be given their full value (*BCB v BCC* at [12]).

37 I will first deal with the indirect financial contributions. As discussed above at [28], the husband’s case was that the parties’ financial arrangement was that the husband’s income would be used for household expenses whilst his remaining income and the wife’s income would be savings for the family. The parties had opened a joint account with DBS bank (the “DBS Savings joint account”) in 2006. The husband claimed that his salary and bonuses went into this DBS Savings joint account, which was used to pay for household expenses and even the wife’s income tax, whereas the wife’s income went into her personal SCB account, which was used to pay for the parties’ properties. The wife denied the existence of such a financial arrangement. She argued that the DBS Savings joint account was solely funded by her during the husband’s two periods of unemployment in 2006 and 2007, and that her salary only went into her personal account in 2007 when the husband found a job. Additionally, she claimed that the husband’s lack of savings was due to his lavish lifestyle.

38 I was satisfied that the household and family’s expenses were primarily borne by the husband, although the wife also did her share, especially when the husband was unemployed. There was little documentary evidence pertaining to the period of marriage prior to 2006, as the parties only moved back to Singapore then. Nevertheless, the wife’s evidence in her affidavits seemed to indicate that the family primarily relied on the husband’s income. [\[note: 40\]](#) For instance, she stated that she returned to work in 2004 in order to supplement the husband’s income, which was insufficient for their family and household expenditures. [\[note: 41\]](#) The husband’s bank statements from October 2007 to December 2009 indicated that his salary and bonuses (including a \$138,000 bonus in September 2009) were indeed deposited into the parties’ DBS Savings joint account, which was also used for various living expenses (such as grocery expenses and utility bills) and the wife’s income tax payments. [\[note: 42\]](#) There were no deposits by the wife during this period. In particular, the husband had also paid the down payment of approximately \$23,460 for the wife’s car [\[note: 43\]](#) and transferred a sum of \$22,000 to the wife’s SCB account in November 2009 [\[note: 44\]](#).

39 As for the wife, I found that she had also contributed to the household expenses, albeit to a lesser extent than the husband. I accepted her evidence that she had supported the household during the husband’s two periods of unemployment (for about 5 months in 2006 and 3 months in late 2007) [\[note: 45\]](#), but noted that she could not have borne the bulk of the family and household expenses given that she must have contributed more than \$400,000 towards the matrimonial property and the India property despite consistently earning less than the husband. Indeed, it seemed that she retained her own income and used it to pay for the parties’ properties, whereas the husband’s income went into their joint account to be used by *both* parties for their daily expenses including the family

and household expenditures.

40 As for non-financial contributions, I noted that both parties were working parents for most of the marriage and the children and household were generally cared for by domestic helpers. There was the Indian domestic helper to look after the son from mid-2002 to May 2003. The Indian domestic helper returned to work for the family again in June 2006 when the parties moved back to Singapore. Since then, the family has always hired a domestic helper; the present helper now lives with the wife and children. I noted that the wife had mostly worked full-time during the marriage. In particular, her job from April 2006 to end 2007 was a regional role which required her to travel often. For this period of time especially, she must not have been able to spend much time at home looking after the children or household. Nevertheless, I found that the wife was generally in charge of the household and was also the son's primary caregiver from 2003 to 2004, during which the parties were living in Australia without a maid and only the husband was working. As for the husband, I accepted that he had also helped out with the children and household chores whenever he could. In particular, he helped the wife look after the son in Australia during the time when both parties were working and there was no maid to care for the son. That being said, it was also evident that he was less involved with the children and household than the wife, especially when he suffered from depression after losing his job in Australia in February 2006.

Parties' positions

41 The wife did not want the matrimonial property to be sold and requested that the husband transfer his 1% in the matrimonial property to her for nominal or no consideration. Her first two arguments in support of her position were that her 99% share represented the parties' divorce settlement or alternatively, a gift by the husband to her, both of which I have already rejected. Her last argument was that she was entitled to the matrimonial property in light of her direct contributions to this property as well as her indirect contributions. Additionally, the wife submitted that if her proposal for division of the matrimonial property was accepted, she would relinquish all claims to the husband's personal assets; however, she wanted 25% of the husband's personal assets if her proposal was rejected. As for the India property, the wife requested that it be sold and that she be awarded 70% of the net sale proceeds after refunding to her the sums of \$18,518.90 and \$1,981.41, being the sums paid by her towards this property from February 2011 onwards. Finally, the wife submitted that the other jointly owned assets (*ie*, the three joint bank accounts) should be divided equally between the parties.

42 The husband proposed that the matrimonial property be sold in the open market and the net sale proceeds divided in the ratio 56:44 in his favour. Alternatively, the husband suggested that the wife be given the option to purchase his share in the property. As for the India property, the husband proposed that the property be sold and the net sale proceeds be divided equally between the parties or alternatively that the wife purchase his 50% share at market value. Finally, the husband proposed that each party would retain all other assets in their respective names.

Decision

43 This case concerned a 10-year long marriage in which both parties were working for most of the marriage and had two children. The wife was undoubtedly the party who made greater financial contributions towards the matrimonial assets. She was responsible for 73.2% of the direct financial contributions towards the matrimonial home and had also solely financed the India property after the parties' separation in December 2009. On the other hand, the husband was primarily the one who paid for the daily household expenses and the children's education at an international school.

44 The facts here bore certain similarities (except for the length of the marriage) to those in *BCB v BCC* (see [36] above), which concerned a 15-year long marriage where both parties were working and had children. Similar to the present situation, the wife in *BCB v BCC* had made a greater direct financial contribution to the matrimonial assets while the husband had contributed towards the family's welfare, both financially and non-financially (*BCB v BCC* at [16]). The Court of Appeal in *BCB v BCC*, after comprehensively surveying other relevant decisions concerning broadly similar facts, allowed the appeal and granted the husband a 40% share of the parties' two immovable properties. Central to this decision was the finding that the husband did contribute *substantially to the family's expenses* and that the Judge below had accorded *too much emphasis* to the *direct* financial contributions of the parties (*BCB v BCC* at [36]–[37]). The Court of Appeal emphasized that indirect contributions of every stripe, whether by husband or wife, should be taken fully into account (*BCB v BCC* at [11]–[12]).

45 In my judgment, the holding in *BCB v BCC* is instructive in the present case. No doubt, the marriage here (10 years) was shorter than that in *BCB* (15 years), and the husband in *BCB v BCC* was found to have been as much involved in the upbringing of the children as the wife (*BCB v BCC* at [5]), unlike in the present case. Nevertheless, the wife's proposal that she receive the whole of the matrimonial property and 70% of the net sale proceeds from the India property was clearly inequitable, in light of the husband's direct and indirect financial contributions as well as the fact that the wife has been living in the matrimonial home to the exclusion of the husband since July 2010. I found the husband's proposal that he receive 56% and 50% of the net sale proceeds of the matrimonial property and the India property respectively more reasonable in comparison to the wife's proposal, but still not fair and equitable as the wife, on the whole, had made greater contributions to the marriage than the husband. In the final analysis, taking a broad-brush approach and considering all the circumstances of the case, I found that a just and equitable division would be to divide the matrimonial property in the ratio of 60:40 in favour of the wife, and to divide the net sale proceeds from the India property equally *after* repayment to the wife of \$28,425, being the total sum of the monies paid by the wife towards the India property from January 2010 onwards (see [31] above).

46 Accordingly, I ordered the matrimonial property to be divided as follows:

- (a) The wife is entitled to 60% and the husband is entitled to 40% of the matrimonial property.
- (b) The parties are to obtain a valuation of the property as at the date of this order. The expense of the joint valuation is to be borne by the parties equally.
- (c) The wife is to inform the husband of her decision whether to buy over his 40% share in the property within two (2) weeks of the valuation report.
- (d) If the wife does not wish to buy over the husband's share in the property, the property is to be sold in the open market.
- (e) If the wife buys over the husband's share in the property, she shall pay the husband 40% of the net value of the property (*ie* valuation less outstanding loan) and the husband is to refund his own CPF all sums utilized with accrued interest from the money received from the wife. The wife is to service the mortgage loan after the transfer. The wife shall bear the costs and expenses of the transfer.
- (f) In the event of a sale of the property in the open market, the sale proceeds shall first be utilized to repay the outstanding mortgage and cost and expenses of sale, and the net balance

thereafter is to be divided in the proportion 60% to the wife and 40% to the husband. Each party shall refund their respective CPF accounts of all monies utilized plus accrued interest.

47 I also ordered the India property at to be divided as follows:

(a) The property is to be sold in the open market and the sale proceeds shall first be utilized to repay the sum of \$28,425 to the wife, costs and expenses of sale, and thereafter the net balance shall be divided equally.

48 Further, I granted both parties conduct of sale of the matrimonial property and the India property. As for the monies in the parties' three joint bank accounts, these monies were not very significant and I thus ordered the accounts to be closed and the monies therein to be divided equally between the parties. Finally, I ordered each party to retain all other assets in their sole name, given that there was little difference in value between the husband's and the wife's personal assets.

Maintenance

49 There was an existing interim maintenance order made in November 2010, under which the husband was to pay \$3,500.00 in monthly maintenance for the children and \$1.00 in monthly maintenance for the wife. [\[note: 46\]](#) As the wife was agreeable to receiving nominal maintenance, I ordered the husband to pay maintenance of \$1.00 to the wife with effect from 1 February 2013 and thereafter on the first of every month.

50 As for maintenance for the children, the first issue was whether the two children's expenses as claimed by the wife were reasonable. The wife claimed that the children's total expenses were \$9,729 per month, which comprised the children's direct expenses of \$4,240, half of the car expenses at \$1,100 (50% of \$2,200), and a two-third share of household expenses at \$2,744.67 (2/3 of \$4,117, deducting a one-third share for the wife's parents who were living with her). [\[note: 47\]](#) The husband, on the other hand, argued that the wife had grossly exaggerated the children's expenses in order to claim a higher maintenance from him. For instance, regarding the monthly household marketing expenses claimed by the wife at \$2,000, the husband argued that this should only be \$750; \$2,000 was exaggerated as it probably included expenses for the wife's parents and the family usually ate vegetarian meals at home. [\[note: 48\]](#) According to the husband, the children's total expenses were \$7,094 instead, comprising their direct expenses of \$2,764, car expenses of \$1,950, and household expenses of \$2,380. [\[note: 49\]](#)

51 Taking into account the children's standard of living during the marriage, I was of the opinion that their expenses as claimed by the wife were indeed exaggerated. The two children are now aged 11 and 5 and attend an international school in Singapore. They have been amply provided for by their parents, who have mostly held well-paying jobs, especially in recent years. They were taken care of by a domestic helper, brought out on weekends for meals and went on regular holidays abroad. In these circumstances, the children's expenses could not be insignificant. As an illustration, it was not disputed that the children's school fees alone cost \$2,000 a month. Nevertheless, the wife's claimed expenses for the children of almost \$10,000 a month was excessive, especially given their young age. I noted the extensive nature of the wife's list of expenses for the children, which covered everything from utility bills, to the salary for the domestic helper, to petrol expenses and road tax, and even to expenses towards birthday gifts for parties attended by the children. In comparison, the husband's list of expenses was more reasonable and even slightly generous to the wife, given that he had not divided overhead expenses such as for the car and for the domestic helper, which were, strictly speaking, not for the children's benefit only.

52 I next considered the parties' respective positions. The wife asked for \$6,000 in maintenance for the children, in proportion to the parties' declared incomes. [\[note: 50\]](#) She submitted that as the husband earned approximately 60% of the parties' total incomes, he should be made to bear a proportionate amount of the children's expenses. On the other hand, the husband proposed \$3,000 per month in maintenance for the children. He argued that he could only afford \$3,000 because of his significant personal expenses and debts, which amounted to more than \$17,000 per month. [\[note: 51\]](#) The wife, however, countered that \$6,000 was well within his means. She pointed out that some of the husband's personal expenses were inflated or unnecessary, such as utility charges of \$250 and his rental expenses of \$2800. The wife also highlighted that the husband's expenses in fact exceeded his income, which indicated that he must be using his bonuses to pay the difference. [\[note: 52\]](#)

53 Taking into account all the relevant circumstances, I was satisfied that the husband had a greater earning capacity than the wife and should thus bear a greater proportion of the children's expenses. In 2010, the husband's stated gross monthly income was \$16,878.50 [\[note: 53\]](#), however his total gross monthly income (including bonuses) was in fact \$25,584.75, as reflected in his income tax declaration for that year. [\[note: 54\]](#) In contrast, the wife's gross monthly income as of 2010 was only \$12,116. [\[note: 55\]](#) While I think that the husband's expenses were on the high side, he, nevertheless, failed to justify why he should be ordered to pay only \$3,000 in maintenance given his own calculation of \$7,094 for the children's expenses. Moreover, the sum of maintenance that he was proposing to pay was \$500 less than in the interim maintenance order made in November 2010. Thus, I ordered the husband to pay the wife the sum of \$4,000.00 per month as maintenance for the children with effect from 1 February 2013 and thereafter on the first of every subsequent month.

Costs

54 I ordered each party to bear their respective legal costs and gave parties liberty to apply.

[\[note: 1\]](#) Wife's 3rd Ancillary Affidavit filed on 28 June 2011 at pp 61–62

[\[note: 2\]](#) Husband's 2nd Ancillary Affidavit filed on 15 April 2011 at pp 45–50

[\[note: 3\]](#) Wife's 3rd Ancillary Affidavit filed on 28 June 2011 at p 95

[\[note: 4\]](#) Wife's 3rd Ancillary Affidavit filed on 28 June 2011 at pp 100–101

[\[note: 5\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 13

[\[note: 6\]](#) Husband's 2nd Ancillary Affidavit filed on 15 April 2011 at [42]

[\[note: 7\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at p 30

[\[note: 8\]](#) Wife's Declaration of the Value of Matrimonial Assets dated 27 June 2012, Exhibit SM-1; Husband's Submissions dated 11 October 2012 at [35]

[\[note: 9\]](#) Parties' Respective Contributions as at 18 January 2013 towards Matrimonial Home received on 18 January 2013 from counsel for the wife

[\[note: 10\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at [29]

[\[note: 11\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at [11]; Wife's Declaration of the Value of Matrimonial Assets dated 27 June 2012 at [2]

[\[note: 12\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 116; Wife's Submissions dated 11 October 2012 at p 25

[\[note: 13\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 117

[\[note: 14\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at [7]; p 55

[\[note: 15\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 81

[\[note: 16\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 84

[\[note: 17\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 111

[\[note: 18\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 150

[\[note: 19\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 121

[\[note: 20\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at p 151

[\[note: 21\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at pp 82

[\[note: 22\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at pp 57–59, 60–61, 62–65, 66–68, 70

[\[note: 23\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at p 71

[\[note: 24\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at [14(a)]

[\[note: 25\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at [5], p 28

[\[note: 26\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at [9], p 29

[\[note: 27\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at [9], pp 38–39

[\[note: 28\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 41

[\[note: 29\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at pp 24–27

[\[note: 30\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at [8]

[\[note: 31\]](#) Parties' Respective Contributions as at 18 January 2013 towards Matrimonial Home received

on 18 January 2013 tendered by counsel for the wife

[\[note: 32\]](#) Parties' Respective Contributions as at 18 January 2013 towards Matrimonial Home received on 18 January 2013 from counsel for the wife

[\[note: 33\]](#) Husband's 3rd Ancillary Affidavit filed on 3 June 2011 at [30]; Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at [29]; Wife's 3rd Ancillary Affidavit filed on 28 June 2011 at [35]

[\[note: 34\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at [30]; Husband's Submissions dated 11 October 2012 at [42(b)]

[\[note: 35\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at [30]; Wife's Submissions dated 11 October 2012 at pp 14–16

[\[note: 36\]](#) Wife's Submissions dated 11 October 2012 at pp 13–17; Husband's 4th Ancillary Affidavit filed on 23 May 2012 at [6]

[\[note: 37\]](#) Husband's 3rd Ancillary Affidavit filed on 3 June 2011 at [31]

[\[note: 38\]](#) Wife's Submissions dated 11 October 2012 at [7]

[\[note: 39\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at p 34

[\[note: 40\]](#) Wife's 2nd Ancillary Affidavit filed on 19 April 2011 at [33]; Wife's 3rd Ancillary Affidavit filed on 26 June 2011 at [8]

[\[note: 41\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at [23(f)]

[\[note: 42\]](#) Husband's Affidavit of Assets and Means filed 26 January 2011 at pp 93–116

[\[note: 43\]](#) Wife's 3rd Ancillary Affidavit filed on 28 June 2011 at [7]; Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 107; Husband's 2nd Ancillary Affidavit filed on 15 April 2011 at [21]

[\[note: 44\]](#) Husband's 3rd Ancillary Affidavit filed on 3 June 2011 at [31], p 17, p 43

[\[note: 45\]](#) Wife's Affidavit of Assets and Means filed on 8 February 2011 at [23(k)], [23(s)]

[\[note: 46\]](#) Wife's Submissions dated 11 October 2012 at [46]; Husband's Affidavit of Assets and Means filed on 26 January 2011 at [13]

[\[note: 47\]](#) Wife's Submissions dated 11 October 2012 at [52]; Wife's Affidavit of Assets and Means dated 8 February 2011 at [16]–[18]

[\[note: 48\]](#) Husband's Submissions dated 11 October 2012 at p 13

[\[note: 49\]](#) Husband's Submissions dated 11 October 2012 at pp 16–19

[\[note: 50\]](#) Wife's Submissions dated 11 October 2012 at p 35

[\[note: 51\]](#) Husband's Submissions dated 11 October 2012 at p 17; Husband's Affidavit of Assets and Means filed on 26 January 2011 at [13]

[\[note: 52\]](#) Wife's Submissions dated 11 October 2012 at [50]

[\[note: 53\]](#) Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 13

[\[note: 54\]](#) Wife's Submissions dated 11 October 2012 at [49]; Husband's Affidavit of Assets and Means filed on 26 January 2011 at p 16

[\[note: 55\]](#) Wife's Affidavit of Assets and Means dated 8 February 2011 at p 30

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