

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2019] SGHC 26

Divorce (Transferred) No 5225 of 2009
(Summonses Nos 3672 and 3674 of 2017 and 1041 and 2775 of 2018)

Between

Leong Yim Ling

... Plaintiff

And

Moey Park Moon

... Defendant

GROUND OF DECISION

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

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Leong Yim Ling
v
Moey Park Moon

[2019] SGHC 26

High Court — Divorce (Transferred) No 5225 of 2009 (Summonses Nos 3672 and 3674 of 2017 and 1041 and 2775 of 2018)

Woo Bih Li J

30 April, 16 July, 23 August, 21 September 2018

8 February 2019

Woo Bih Li J:

Background

1 The plaintiff, Mdm Leong Yim Ling (“the Wife”), and the defendant, Mr Moey Park Moon (“the Husband”), were married on 12 July 1984 in Singapore and have one son. The Wife filed Divorce Petition No 5225 of 2009 in the Subordinate Courts to divorce the Husband and to seek various ancillary orders. The Husband filed a counterclaim seeking a divorce on separate grounds.

2 An Interim Judgment for divorce was granted on 22 June 2010 based on the Wife’s statement of claim and the Husband’s counterclaim. The proceedings were then transferred to the High Court and assigned the number Divorce

(Transferred) No 5225 of 2009 (“DT 5225/2009”). A Certificate of Final Judgment for divorce was issued on 5 March 2013.

3 On 28 January 2013, I made various decisions on the ancillaries (“the 2013 Ancillary Order”).

4 Various applications were made by the Husband and the Wife subsequently in respect of matters which were dealt with, or ought to have been dealt with, under the 2013 Ancillary Order. The Husband has filed an appeal to the Court of Appeal in respect of some of my decisions given at the last hearing on 21 September 2018 which I shall elaborate on later.

5 I will set out chronologically the various applications as they have some bearing on his appeal.

The Applications

Summons No 3022 of 2015

6 On 19 June 2015, the Husband filed Summons No 3022 of 2015 (“SUM 3022/2015”) to seek a variation of the following parts of the 2013 Ancillary Order:

- (a) para 7 pertaining to the use of moneys arising from his insurance policies;
- (b) paras 15.1 to 15.6 pertaining to various aspects of maintenance for the Wife and the son;
- (c) para 18 pertaining to his liability to pay 100% of the son’s tertiary education expenses; and

(d) para 19 pertaining to his liability to pay \$300 per month for the travel expenses of each of the Wife and the son, *ie*, a total of \$600 per month.

7 These were the main reliefs he had sought in SUM 3022/2015.

8 On 2 October 2015, I heard and dismissed SUM 3022/2015.

Summons No 3672 of 2017

9 Subsequently, on 11 August 2017, the Wife filed Summons No 3672 of 2017 (“SUM 3672/2017”). The main orders she sought were that:

(a) the Husband was to disclose particulars of all his insurance policies which he held since the commencement of divorce proceedings by the Wife; and

(b) pursuant to para 7 of the 2013 Ancillary Order, the moneys from the insurance policies be given to the son.

Summons No 3674 of 2017

10 The Wife also filed Summons No 3674 of 2017 (“SUM 3674/2017”) on the same day. The main orders she sought were that:

(a) the Husband was to disclose particulars of properties he held as at the commencement of the divorce proceedings; and

(b) that any property which was not considered in the making of the 2013 Ancillary Order was to be included as matrimonial property and divided accordingly, and likewise for any undisclosed property which the Husband had since disposed of.

Summons No 4437 of 2017

11 On 25 September 2017, the Husband filed Summons No 4437 of 2017 (“SUM 4437/2017”) to strike out SUM 3674/2017. I dismissed SUM 4437/2017 on 30 April 2018 as it was unnecessary. Any objection by the Husband to SUM 3674/2017 should and would be taken at the hearing of that application itself and not by way of a separate application by the Husband.

Summons No 1041 of 2018

12 On 28 February 2018, the Husband filed Summons No 1041 of 2018 (“SUM 1041/2018”). The main orders he sought were that:

- (a) paras 15 to 20 of the 2013 Ancillary Order be deleted;
- (b) he be allowed to pay a lump sum maintenance to the Wife in instalments; and
- (c) the above orders to take effect from 1 January 2016.

Summons No 2775 of 2018

13 On 15 June 2018, the Husband filed Summons No 2775 of 2018 (“SUM 2775/2018”). The main orders he sought were:

- (a) for the Wife to disclose her properties, shares and moneys as at the commencement of the divorce proceedings; and
- (b) that any such asset which was not considered in the making of the 2013 Ancillary Order be included as matrimonial asset and divided accordingly.

14 In other words, SUM 2775/2018 was similar in nature to SUM 3674/2017. The latter pertained to the disclosure of properties of the Husband. The former pertained to disclosure of assets of the Wife.

15 Eventually, on 23 August 2018, the Husband said that he would withdraw SUM 2775/2018 as it was likely to be struck out because of *res judicata*.

The decisions in the 2013 Ancillary Order and SUM 3022/2015

16 Since my decisions in the 2013 Ancillary Order and SUM 3022/2015 are relevant to the subsequent applications and the Husband's appeal to the Court of Appeal, I briefly recount my findings and reasons for them.

17 In the 2013 Ancillary Order, I found the value of the disclosed matrimonial assets of the Husband and the Wife to be \$1,799,836, excluding insurance policies held by the Husband. I also found that both parties had failed to disclose all of their assets. I divided the disclosed matrimonial assets between the Husband and the Wife in the proportion of 55:45 respectively.

18 As for the insurance policies held by the Husband, the moneys from these policies were to be given to the son or, at the Husband's election, used to pay for the son's tertiary education.

19 On maintenance, I made the following orders which were contained in the 2013 Ancillary Order as extracted:

- (a) under para 15.1, the Husband was to pay the Wife maintenance of \$4,000 per month and \$2,250 per month for the son. This and other orders on maintenance were to take effect from 1 January 2013;

(b) under para 15.3, the Husband was to pay 80% of outpatient medical bills of the Wife and of the son. The originals of the bills were to be made available for the Husband's inspection and certified true copies were to be given to him;

(c) under para 15.4, the Husband was to pay 95% of the Wife's and the son's hospital and surgical bills but the Husband's prior written consent was to be obtained before such expenses were incurred;

(d) under para 15.5, each dental bill of the Wife and of the son which was less than \$100 was to be paid by the Wife. The Husband was to pay 80% of any excess;

(e) under para 15.6, the Husband was to pay 80% of optical bills of the Wife and of the son each subject to a maximum of \$600 for his 80% share in each year;

(f) under para 18, the Husband was to pay 100% of the son's tertiary education expenses; and

(g) under para 19, the Husband was to pay \$300 per month for the travel expenses of each of the Wife and the son.

20 I also ordered each party to bear his/her own costs of the ancillaries. There was no appeal by either party.

21 Subsequently, in or about March 2014, I ordered the Husband to pay another \$300 per month for the son's expenses incurred in connection with his tertiary education, *ie*, the \$300 per month was in addition to the tertiary fees.

22 As mentioned, the Husband filed SUM 3022/2015 on 19 June 2015 to seek a variation of parts of the 2013 Ancillary Order (see [6] above). At the time of that order, he was working for Marsh (Singapore) Pte Ltd (“Marsh”).

23 There were two main reasons for this application. First, he alleged that the Wife continued to harass him in various ways, including by making allegations to his superiors that he was in a conflict of interest situation. Although he was cleared of any wrongdoing, his supervisors’ attitude towards him was gravely affected. An employee from London was sent to Singapore to take over his role and whom he had to report to. He was given a lesser role although his pay was not reduced and he was not demoted. He felt that he was being made redundant. He said that he felt he had no choice but to tender his resignation out of shame, and because he felt depressed and tormented by the Wife’s harassment, in June 2014. After serving six months’ notice, his last day was 31 December 2014.¹

24 He said that he was jobless for four months from 1 January 2015 to 30 April 2015. He then obtained employment from Synergy Risk Consulting Pte Ltd (“Synergy”) as Principal Consultant with effect from 1 May 2015. However, his salary was reduced from about \$27,649 per month to \$15,000 per month. Furthermore, he had very limited staff benefits under Synergy as compared with Marsh.²

25 The second main reason for the Husband’s application in 2015 was that the Wife had been making excessive claims for medical, dental and optical expenses. He felt that they were either false claims or claims for expenses which were unnecessary. The Wife had not sent him original bills or certified copies

¹ Husband’s affidavit signed on 18/6/2015 at paras 7–10.

² Husband’s affidavit signed on 18/6/2015 at paras 19–20.

as she was required to do under the 2013 Ancillary Order. He alleged that he had no protection from exploitation by the Wife for such claims under the 2013 Ancillary Order.³

26 The Wife denied that she had harassed the Husband at his office or by complaining to his superiors. She said that his resignation was self-induced. The Husband had also failed in his application for a Personal Protection Order (“PPO”), which was dismissed on 17 August 2015 even though the Husband had called three witnesses to support his case.

27 She doubted that the Husband had genuinely looked for alternative employment. As regards the employment by Synergy, she also doubted that this was a genuine employment. She observed that his employment letter contained an address: 71 Bukit Batok Crescent #06-07, Prestige Centre, Singapore 658071. Yet, when she went to that address, there was no such company there.

28 As for the Wife’s medical expenses, she listed a litany of ailments. The son also listed his ailments. The Wife said that the Husband had told her that there was no need for her to produce original bills or certified copies. The Wife also alleged that the Husband refused to agree on various medical treatments for her. She pointed out that under the 2013 Ancillary Order, she had to pay a share, *ie*, 20% of medical expenses.

29 The son said that the Husband had not fully paid the monthly maintenance of \$2,850 for him since March 2015.⁴

³ Husband’s affidavit signed on 18/6/2015 at para 41.

⁴ Timothy Moey Weng Kit’s affidavit dated 27/8/2015 at para 21.

30 In response, the Husband filed an affidavit from one Sukhbir Singh s/o Gernail Singh (“Mr Singh”), the director of Synergy, affirmed on 23 September 2015. Mr Singh said that Synergy had a small office at #08-07 Prestige Centre. I noted that this was a different unit number from the address of #06-07 Prestige Centre stated in the Husband’s employment letter.

31 In the Husband’s affidavit in response (affirmed on 16 September 2015 but perhaps filed on 30 September 2015), he mentioned that the Wife had been harassing him. He also exhibited documentary evidence including emails from her to his office or to him and messages from her on social media about him. He said that his earlier application for a PPO was misconceived and that was why it had failed. He realised he should have applied for relief under the Protection from Harassment Act 2014 (No 17 of 2014). He alleged that the court hearing the PPO application had warned the Wife and the son not to send malicious emails.

32 He said that he had paid all the medical bills of the Wife and of the son up to December 2014 when he was still with Marsh, even though he considered them excessive. He had received her medical bills for January 2015 but did not elaborate on the subsequent months. He had yet to receive the son’s original receipts for surgery and hospitalisation in May 2015. He denied saying that he did not require original or certified true copies of medical bills.

33 He said that he had been giving monthly maintenance of \$1,000 for the son since April 2015.

34 The Husband was of the view that the Wife also ought to look for employment since the son was above 21. This was a non-starter as the question of whether the Wife should be looking for employment would have been

considered when the 2013 Ancillary Order was made as the son was not a young child by then.

35 I was of the view that there was some truth in the Husband’s allegation that the Wife had been harassing him at his office. However, he had already raised this grievance before I made the 2013 Ancillary Order. At that time, I had informed his lawyer that that grievance was a separate matter and it was for the Husband to file a separate application for an injunction if he so wished.

36 The Husband did not do so, although he later filed an application for a PPO. Without seeking an injunction, he was alleging that the harassment had caused him to resign from Marsh in June 2014, about 17 months after the 2013 Ancillary Order. His omission to seek injunctive relief suggested that the harassment did not affect his employment as much as he wanted the court to believe. His resignation email dated 10 June 2014 mentioned as the reasons for resignation, “work pressure”, “high expectations” and “relentless financial growth targets year in year out”, although it also mentioned his own personal problems with his divorce and harassment by the Wife, which impacted colleagues and affected his position and overall work performance. The resignation email suggested that his personal problems with the Wife were not the main reason for leaving Marsh, as he had sought to portray, although I accepted that the Wife’s conduct had made things difficult for him at his workplace and that he was affected to some extent by her conduct.

37 As regards his employment with Synergy, at less than half the pay from Marsh, there was something odd about Synergy. As the Wife had mentioned, Synergy’s address at #06-07 Prestige Centre as stated in the employment letter was incorrect. This was not merely an inadvertent typographical error as that address appeared to be printed, not typed, on the employment letter.

Furthermore, while Mr Singh claimed that Synergy’s office was at #08-07 Prestige Centre, he was silent as to why the printed address on the employment letter for the Husband gave a different unit number. Neither Mr Singh nor the Husband explained how the “error” came about.

38 The burden was on the Husband to prove that there was a material change in circumstances which was not self-induced. I accepted that if he had left his employment with Marsh for genuine reasons, even if the Wife’s harassment was not the main reason, that could constitute a material change of circumstances. However, he based his argument on the Wife’s harassment and I did not accept that as the main reason.

39 Furthermore, the Husband had enough time to consider whether alternative employment was available before he tendered his resignation to Marsh. He was apparently capable and successful at his job, earning a high income of more than \$400,000 a year for Years of Assessment 2013 to 2015. He did not say that he wanted to retire. Accordingly, it seemed unlikely that he would simply resign from Marsh without making suitable alternative plans unless he had an ulterior motive for his resignation.

40 In the circumstances, it seemed to me likely that he had left Marsh so as to obtain a pretext to pay less maintenance.

41 As for the high medical expenses for the Wife and for the son, it was not entirely accurate for the Husband to say that he had no protection from exploitation if the Wife made excessive medical claims for herself or for the son.

42 The 2013 Ancillary Order originally provided that he was to bear 80% of outpatient medical expenses. The 80% figure meant that the Wife had to co-pay 20% of any outpatient medical expenses. This co-payment was a means to deter her from seeking unnecessary consultation or treatment. If the co-payment was not a sufficient deterrent, then a different arrangement might have to be considered. Whether the Wife had fabricated such expenses was a different matter.

43 Similarly, the 95% portion that he was to bear for their hospital and surgical expenses involved a 5% co-payment from her. This was not as high as 20% because it was less likely that she would want to be hospitalised or go for surgery unnecessarily.

44 In any event, the question of the genuineness of the claims and whether they were truly necessary were the subject of maintenance summonses which apparently the Wife and the son had taken out at the Family Justice Courts (“the 2015 maintenance summonses”) to enforce the 2013 Ancillary Order.

45 In the circumstances, I dismissed SUM 3022/2015. This was on 2 October 2015. The Husband did not appeal against the decision.

The applications filed in 2017 and 2018

Summary of the Court’s decisions

46 I first heard the five applications filed in 2017 and 2018 on 30 April 2018. As mentioned at [11], I dismissed SUM 4437/2017 that day. I continued to hear the remaining four applications on 16 July and 23 August 2018. On 23 August 2018, the Husband withdrew SUM 2775/2018. On the last date of

hearing on 21 September 2018, I made various orders with respect to the remaining three applications.

47 SUM 3672/2017 in respect of the Husband's insurance policies was effectively resolved by the date of the last hearing. I ordered the Husband to pay the son \$37,984 in respect of his insurance policies.

48 SUM 3674/2017 in respect of properties which the Husband had allegedly not disclosed before was mostly resolved in principle, *ie*, it was agreed between the parties that the Husband had not disclosed three properties in Malaysia when the 2013 Ancillary Order was made. I ordered the Husband to pay a certain sum in respect of each of two of the properties to the Wife as her share of matrimonial assets. As the third property had a negative value, no order was made in respect of it.

49 As for SUM 1041/2018, the Husband decided to withdraw his offer to pay the Wife lump sum maintenance by instalments. He pursued his main argument that maintenance for the Wife should be reduced. By the date of the last hearing, the parties were more or less agreed that even if the court did not stop the Husband's maintenance for the son for the extended year of the son's tertiary education, the maintenance for the son should still cease around August 2018 as he would complete his tertiary education by then. According to the Husband, the son had been exempted from National Service.

50 I dismissed the Husband's application to reduce the maintenance for the Wife.

51 I ordered that maintenance for the son should cease on 1 August 2018.

52 Under paras 15.3, 15.5 and 15.6 of the 2013 Ancillary Order, I had ordered the Husband to pay 80% of the Wife's outpatient medical expenses, dental and optical expenses. The Husband alleged that she had inflated her claims over the years by incurring unnecessary bills for these expenses even though she was to co-pay 20% thereof. I deleted these sub-paragraphs with effect from 1 May 2018 and instead ordered him to pay a fixed amount of \$850 per month for these expenses, regardless of what her actual expenses for these items were. This would avoid further dispute as to whether she had been incurring unnecessary expenses. Paragraph 15.4 regarding payment by the Husband of 95% of the Wife's hospital and surgical expenses was to remain. Also, para 19 regarding \$300 per month for the Wife's travel expenses was also to remain.

53 I ordered the Husband to pay \$12,500 for the four applications, *ie*, excluding SUM 4437/2017, inclusive of disbursements.

54 The Husband has filed an appeal against some of my decisions given on the last day of the hearing, *ie*, 21 September 2018. His appeal is against my decisions:

- (a) not to reduce the Wife's maintenance of \$4,000 per month;
- (b) for him to pay a fixed sum of \$850 per month for outpatient medical, dental and optical expenses, and to continue to pay 95% of the Wife's hospital and surgical expenses; and
- (c) on costs in respect of the four applications.

Summary of the applications

55 As I mentioned above at [9] and [10], it was the Wife who filed two applications on 11 August 2017, *ie*, SUM 3672/2017 and SUM 3674/2017. The former was to seek particulars of the Husband’s insurance policies and payment of moneys from the policies to the son. The latter was to seek particulars of the Husband’s properties and a division thereof as part of matrimonial assets in so far as any property had not been taken into account when the 2013 Ancillary Order was made.

56 In response, the Husband filed SUM 4437/2017 on 25 September 2017 to strike out SUM 3674/2017 but, as mentioned, I dismissed his summons on 30 April 2018 (which was the first of the four hearing dates mentioned at [46] above).

57 Then, on 28 February 2018, he filed SUM 1041/2018 (see [12] above). The main purpose of this application was to reduce the maintenance he was paying. This also appears to be the main purpose behind his current appeal to the Court of Appeal. I will elaborate below on the Husband’s reasons for SUM 1041/2018.

58 On 15 June 2018, the Husband filed SUM 2775/2018 to seek disclosure of the Wife’s assets (see [13] above). He withdrew this on 23 August 2018 (see [15] above).

The Husband’s reasons for SUM 1041/2018

59 The Husband’s main reason for SUM 1041/2018 was that his income had fallen substantially. He reiterated that the Wife’s harassment “had contributed significantly towards by [*sic*] subsequent job loss”.⁵

60 He elaborated that after he left Marsh, he was employed by Synergy. In late 2015, he realised he could not continue with Synergy and had no choice but to seek alternative employment. In November 2015, he was employed by a multinational corporation, HDI Global SE (“HDI”) as a senior risk engineer at a salary which was a “mere fraction of what [he had] previously earned at Marsh”.⁶ He also said that he was 60 years old and had two more years before he reached retirement.⁷

61 The Husband had expected his son to complete his tertiary education by 13 July 2017. Instead, his son had intentionally extended his course for one year to spite him by extending the period of maintenance for himself. His son had also enrolled in a private language centre to study Spanish. The Husband was of the view that Spanish lessons were unrelated to the Bachelor’s Degree in Chemical Engineering which the son was seeking to obtain.⁸

62 The Husband again complained about the excessive medical expenses of the Wife and of the son. These had been dealt with in the 2015 maintenance summonses I have mentioned at [44] above. He said that District Judge Darryl Soh had made orders for partial payment of the sums claimed. The Wife appealed and Foo Tuat Yien JC (“Foo JC”) allowed her appeal in part on 12 May 2017. According to the Husband, Foo JC had in effect allowed 51.5% of the claimed amount,⁹ but the Wife disputed this.

⁵ Husband’s affidavit dated 7/3/2018 at para 14.

⁶ Husband’s affidavit dated 7/3/2018 at para 17.

⁷ Husband’s affidavit dated 7/3/2018 at para 18.

⁸ Husband’s affidavit dated 7/3/2018 at paras 23, 26–33.

⁹ Husband’s affidavit dated 7/3/2018 at para 54.

63 The Husband also complained about optical expenses of the Wife and of the son. As the 2013 Ancillary Order had allowed the Wife and the son to claim a maximum of \$600 each per year for such expenses (after co-payment by the Wife), the Wife had indeed made a claim for \$600 for each of them each year after that order was made. The Husband said that each of them did not need new spectacles every year but, in any event, he had paid these bills for 2016 and 2017.¹⁰

64 The Husband said that he had remarried and his main residence was in Malaysia although he worked mostly in Singapore. He alleged his monthly expenses were more than \$16,000 per month, but he included the maintenance for the Wife and for the son in this figure.¹¹

65 The Wife disagreed with the Husband's allegation that she was the cause of his resignation from Marsh. She said that he had income from private work, had a partnership with his nephew, and was also an employee of Keele Pte Ltd ("Keele"), as evidenced by a business card which she exhibited.¹²

66 The Husband denied he had other income from private work. He denied he had any partnership with his nephew who had used the Husband's name on his own accord. As for the Husband's name on a business card of Keele, the Husband said that that was an old card. When he first left Marsh in 2006 and before he joined Aon Global Risk Consulting, his good friend, Lee Chee Khian ("Mr Lee"), helped him out by printing his name on the Keele business card. Keele was owned by the brother of Mr Lee who had helped the Husband out. This was a temporary measure for the sake of face as it would be difficult if he

¹⁰ Husband's affidavit dated 7/3/2018 at paras 57–61.

¹¹ Husband's affidavit dated 7/3/2018 at para 77.

¹² Wife's affidavit dated 28/3/2018 at p 18.

met any business associates and did not have a business card after he first left Marsh in 2006. The Husband said that he was never an employee of Keele. In fact, the business card did not contain any job title.¹³ The Husband said that the business card was one of the items being investigated by Marsh around 2013 after the Wife had made false allegations about him to Marsh head office. Although he was cleared, Marsh sent an executive from the United Kingdom office to take over his position and he was side-lined. He had to resign voluntarily or face an inevitable sacking.

67 The son said that it was important for him to study Spanish as an elective, which was part of the university's curriculum. It would give him more job options. He had to take lessons from a private language centre as the university centre for language studies did not offer Spanish classes in every single semester.¹⁴

The court's reasons

68 After the dismissal of SUM 4437/2017, I considered the other summonses together until the Husband withdrew SUM 2775/2018, leaving the remaining three to be addressed.

69 SUM 3672/2017 was in respect of the Husband's insurance policies. Before I made the 2013 Ancillary Order, the Husband had agreed to let the son have the benefit of the insurance moneys or to use them for the son's tertiary education. Hence, I excluded the insurance policies from my computation of the value of the matrimonial assets. As mentioned at [9(b)] and [18] above, para 7

¹³ Husband's affidavit dated 27/6/2018 at paras 17–22.

¹⁴ Timothy Moey Weng Kit's affidavit dated 22/1/2018 at p 6.

of that order provides for the Husband to give the insurance moneys to the son or, at the Husband's election, to use them to pay for the son's tertiary education.

70 The problem was that the Wife said she did not know what the Husband had done with the insurance moneys while the Husband said he had used them to pay for the son's tertiary education or related expenses. The Wife wanted more information and hence, she filed SUM 3672/2017.

71 As it turned out, the Husband had not been entirely truthful. He had used the insurance moneys as he thought fit, although he did use some of the moneys to pay for the tertiary fees of the son.

72 The Husband also sought to use the insurance moneys to reimburse himself for the insurance premiums he had been paying. I disallowed this particular claim since it was not part of his previous agreement to let the son have the insurance moneys or use them for the son's tertiary expenses.

73 After the details of the insurance moneys had been sorted out, I made the order mentioned at [47] above.

74 In the course of the hearings, I also informed the Husband's lawyer that the Husband's concern about tertiary fees for another year and Spanish lessons might have been misplaced because, since the son was saying that the Spanish lessons were part of the curriculum for his tertiary education, the costs could be paid from the insurance moneys which would otherwise be given to the son. In other words, the son would be spending money which would otherwise have been given to him.

75 However, I accepted that there was another issue that the Husband had to continue paying maintenance for another year for the son.

76 I should point out that the Husband could have objected to paying maintenance for the son once the son reached 21 years of age. This would be subject to arguments from the Wife or the son for a continuation of maintenance since the son was studying in a tertiary institution (see s 69(5)(c) of the Women's Charter (Cap 353, 2009 Rev Ed). The Husband did not seek to stop maintenance for the son when the son reached the age of 21.

77 Nevertheless, he wanted to stop paying maintenance for the extended year of the son's tertiary education.

78 The son said that he had been distracted in his studies because he too had to attend before the Family Court on a number of occasions. That was why he had to extend his tertiary education.

79 The Husband denied that the son had attended case conferences, pre-trial conferences or hearings for certain matters as the son was represented by solicitors although he accepted that the son did attend court for other matters with an average attendance of about once a month.

80 The burden of proof was on the Husband to establish his allegation that the son was deliberately extending his tertiary education in order to obtain maintenance for one more year.

81 Given the acrimony between the Husband and the Wife and the strained relationship between the son and the Husband, this allegation of the Husband was not fanciful. However, I was of the view that the evidence he relied on was not sufficient to discharge his burden. Whether or not his income had dropped drastically was a separate matter which I come to now.

82 It will be remembered that in 2015, I had dismissed the Husband's application to reduce the maintenance he had to pay even though he had already claimed that he had resigned from Marsh because of the Wife's harassment and was earning much less in Synergy. He did not appeal against that decision.

83 Accordingly, the Husband could not repeat such allegations to justify his 2018 application to reduce maintenance. Furthermore, in his 7 March 2018 affidavit, he described his involvement with Synergy differently. Let me explain. For SUM 3022/2015, he had given the impression that he was only an employee of Synergy. At para 18 of his supporting affidavit of 18 June 2015, he had said, "[The] position was made possible because the director / owner was an ex colleague. He showed me grace and mercy as he knew what I had gone through."

84 However, in his 7 March 2018 affidavit, he said at para 15 that "Synergy was a start-up company that I had tried to establish with some close business associates, one of whom was an ex senior colleague in Marsh". This gave the impression that he was not merely an employee of Synergy as he had sought to portray in 2015. The past suspicions of the Wife about Synergy were not entirely misplaced.

85 More importantly, coming back to SUM 3674/2017, the Wife had managed to establish that the Husband owned, or had owned, three properties in Malaysia which he had not disclosed for the hearing on the ancillaries. One had a negative value but the remaining two had positive values. The Husband had failed to disclose the three properties as he ought to have. Indeed, he even suggested that he was only a tenant of one property when he was an owner or co-owner. Although I made findings on the values of each of the three properties and ordered him to pay the Wife her share, the point was that he had been

economical with the truth. The question then was whether I should believe his assertions about his loss of income, *ie*, that the loss was genuine and not self-induced and that he had no other income.

86 With regard to the nephew's business, I was doubtful that the nephew would be so bold as to include the Husband's name as part of the business without the Husband's prior approval.

87 Turning to the business card from Keele, the Husband had effectively admitted that the business card from Keele was a fabrication. If he was telling the truth that he had had no connection with Keele whatsoever and was given a business card just to give the impression that he was gainfully employed by Keele for the time being to save his face, then he was admitting that he was deceiving others. Again, this reflected poorly on his credibility.

88 In the circumstances, the Husband had only himself to blame for a lack of credibility in respect of his financial situation. I was still of the view that his resignation from Marsh was self-induced and, moreover, that his income earning capacity was not as poor as he wanted the court to believe. I decided to dismiss his application to reduce maintenance for the Wife.

89 I also decided that his liability to pay maintenance for the son would stop from 1 August 2018, as mentioned above at [51].

90 As for the disputes over the medical, dental and optical bills, I was of the view that there was some merit in the Husband's position that the Wife was abusing this benefit. For example, the fact that the Wife was claiming the maximum \$600 per annum for spectacles for herself and also for the son each year spoke for itself. I did not believe that both of them had to obtain new

spectacles every year. Apparently, the co-payment of 20% was not sufficient to deter such an abuse.

91 I agreed with the Husband that to minimise future disputes, he should pay the Wife a fixed sum regardless of how much she spent on medical, dental and optical expenses. The Husband suggested \$14,000 per annum but this figure would include hospital and surgical expenses.

92 The Wife was prepared to accept \$14,000 per annum but excluding hospital and surgical expenses.

93 I decided that the Husband should still pay 95% of her hospital and surgical expenses since it was much less likely that she could or would incur such expenses unnecessarily. Also, these were likely to be big ticket items and more difficult to fix a sum for. However, if they continued to be a problem in future, then a further variation would be made.

94 Looking at the expenses in the round, I used \$10,000 per annum as the fixed figure for outpatient medical, dental and optical expenses for the Wife. This worked out to \$833.33 per month which I rounded up to \$850 per month. In the light of this, the relevant paragraphs of the 2013 Ancillary Order, *ie*, paras 15.3, 15.5 and 15.6 would cease to apply. This would be effective from 1 May 2018 as suggested by the Husband, as the Wife's claims so far were up to 30 April 2018.

Conclusion

95 Since the Wife was the successful party in the four summonses, I ordered the Husband to pay her costs thereof (see [53] above).

Leong Yim Ling v Moey Park Moon

[2019] SGHC 26

Woo Bih Li
Judge

Walter Ferix Silvester (Silvester Legal LLC) for the plaintiff;
Genesis Shen Luda (Templars Law LLC) for the defendant.