

UE v UF
[2007] SGHC 134

Case Number : DT 2914/2005
Decision Date : 23 August 2007
Tribunal/Court : High Court
Coram : Lai Siu Chiu J
Counsel Name(s) : Koh Geok Jen (Jen Koh & Partners) for the Petitioner; Felicia Ng (Piah Tan & Partners) for the Respondent
Parties : UE — UF

[EDITORIAL NOTE: The details of this judgment have been changed to comply with the Children and Young Persons Act and/or the Women's Charter]

23 August 2007

Lai Siu Chiu J

1 UE the petitioner ("the wife"), married UF the respondent ("the husband"), on 17 March 1987 at the Registry of Marriages, Singapore. There are three daughters from the union, aged between 17 and 7. On 30 June 2005, the wife filed this divorce petition based on the husband's adultery with Wang Lin ("the co-respondent"), who is a Chinese national.

2 The wife's petition was initially contested by the husband. Eventually, after mediation, the parties reached an agreement which allowed the wife's petition to be heard on an uncontested basis. Consequently on 31 March 2006, the wife was granted a decree *nisi*.

3 On 18 May 2007 the ancillary matters relating to division of matrimonial assets, maintenance and custody of the children came up for hearing before me ("the hearing"). After hearing the submissions from counsel, I made the following orders:

- (a) the husband was to pay monthly maintenance of \$2,000 for the children and \$3,500 (which included \$2,500 for household expenses) to the wife commencing 1 June 2007;
- (b) the parties would have an equal share in the net sale proceeds of the property at Onan Road ("the matrimonial property") after refund of each party's Central Provident Fund ("CPF") contributions utilised in the purchase, but \$290,000 would be deducted from the husband's share together with the arrears of maintenance amounting to \$46,060;
- (c) the husband would discharge the overdraft on the mortgage loan from DBS Bank ("DBS") on the matrimonial property;
- (d) the husband would discharge the mortgage loan on the property at Ubi Road ("the Ubi Road property");
- (e) monies deposited in the joint names of the children and the wife would remain on the wife's undertaking to use the monies therefrom to fund the children's tertiary education;
- (f) the wife would transfer all her shares in XYZ Ltd ("the Company") to the husband free of

consideration upon receipt of the sums due to her from the husband's share of the sale proceeds of the matrimonial property;

(g) the parties would have joint custody of the children with care and control to the wife, with reasonable access at all times to the husband subject to the children's school and extracurricular activities;

(h) costs of the divorce proceedings fixed at \$4,000 would be borne by the husband (excluding disbursements of the private investigator which would be on a reimbursement basis). Costs of the ancillary hearing (fixed at \$5,000) would be paid to the wife. Both sums were to be deducted from the husband's share of the sale proceeds;

(i) parties to have liberty to apply.

4 The husband has filed a Notice of Appeal (Civil Appeal No 73 of 2007) against the orders for maintenance for the wife in [3](a), the award of \$290,000 to the wife in (b) and the orders in (d) and (e) above.

The matrimonial assets

5 The proceedings herein were highly contentious with each side filing numerous affidavits making accusations against the other party and/or rebutting counter-allegations. I also looked at other affidavits filed by the parties relating to the wife's claim for interim maintenance. The wife is presently 45 years of age while the husband is 51 years old. The wife is currently not working. Previously, she worked in the Company until August 2005. The Company was incorporated on 18 January 1992 and is in the business of supplying construction materials such as granite, cement and sand. The Company's office is at the Ubi Road property. Its two directors and shareholders are the husband and the wife and they hold 360,000 and 40,000 shares respectively. The husband effectively owns 90% of the Company.

6 According to the husband, the Company's business was fairly successful until it was adversely affected by the Asian financial crisis of 1998/99, after which it declined. The husband claimed he stopped the wife's salary of \$750 a month and his own salary of \$2,500 a month since August 2005 for that reason. He asserted that the wife was initially paid a monthly salary of \$1,000 by the Company, which sum was subsequently increased to \$1,500 before it was reduced to \$750 a month. The husband alleged (which the wife denied) that the wife stopped doing any work for the Company since 2002. Even when she worked, the husband alleged that the wife only spent 2-3 hours at the Company on administrative work. He described her contribution to the Company as "insignificant" and complained that she had grossly exaggerated her role, pointing out that he made her a director and shareholder only because he was advised at the time of the Company's incorporation that at least two directors and shareholders were required by law. The husband claimed credit for the Company's success. He said that he alone provided the funds to start the Company and he built up its business over the years.

7 The wife disputed the husband's claim that he was the driving force behind the Company. She deposed that she had given up a job which paid her \$2,000 a month to work for the Company. The wife said she ran the Company almost single-handedly and took care of all its administrative and other operations, with the help of part-time employees, while the husband was out making sales (see her affidavit filed on 21 June 2006). The wife doubted that the husband could have achieved the sales and success that he did without her "back room" support (sometimes amounting to 12 hours a day). The wife deposed that she slowed down in 2002 (as opposed to stopping work as the husband

asserted) after her third child was born in order to spend more time with the children. In any case, the Company was more stable by then.

8 The wife alleged that once the husband learnt she had commenced divorce proceedings, he began to deplete the Company's funds by remitting moneys to the co-respondent in China. In addition, he diverted his business to a new company called CCC Pte Ltd ("CCC") which he incorporated on 17 March 2005 with the co-respondent. The wife also alleged that the husband made frequent trips to China and Oman on behalf of CCC.

9 The husband's version was that it was the decline of business that caused the Company to be cash-strapped. In fact, to keep the Company going, the husband claimed he put \$61,000 of his own funds into the Company between May 2005 and September 2005. This was disputed by the wife who produced bank statements of the Company which showed that the husband's claim was untrue. She deposed that she had withdrawn \$16,000 from her children's Overseas Chinese Banking Corporation ("OCBC" bank account on 13 May 2005 and deposited the sum into the Company's bank account. On 9 May 2005, she also withdrew \$10,000 cash from the children's bank account and handed the sums to the husband to pay for his alleged medical expenses (\$5,000) while the balance was used by him to cover household expenses. The husband only acknowledged receiving \$5,000 from her for his medical expenses.

10 The wife exhibited a business card of her husband which showed that he was a director of a Chinese company called DDD Co Ltd ("DDD"). The husband countered that DDD was the co-respondent's company and at the co-respondent's request, he had created a template for her business cards by adapting the Company's template. I found this explanation not only strange but totally irrelevant.

11 The husband denied the wife's allegation that CCC was his new business venture with the co-respondent. He explained that in 2002 he started a joint-venture called EEE Pte Ltd ("EEE") with a business partner with the intention that EEE would obtain letter of credit facilities from the Company for its business, for which it would pay the Company a commission. Due to problems with his partner in 2004, the husband and his partner agreed to cease business at the end of 2004. EEE became a dormant company thereafter.

12 The husband then started CCC with the intention of using it for business similar to EEE's. He found a willing partner in the co-respondent's brother but the co-respondent's name was used to register her brother's shareholding at her brother's request. The husband maintained that CCC had no business activities yet and it had not opened any bank account (this was also in response to the wife's allegation that the husband failed to disclose a bank account he had in China that was managed by the co-respondent). The husband added that he used the co-respondent's rented residence at a Housing & Development Board flat as his address when he registered CCC. The husband deposed that due to an oversight, he omitted to change his address in the registration particulars of CCC after the co-respondent left Singapore. He described the co-respondent as a "supportive friend" who extended an interest-free loan to him of \$5,000 when he faced financial difficulties in early 2006. He had not repaid the loan when the co-respondent gave up the rented flat and returned to China in February 2006.

13 In answer to the wife's allegation that he had remitted moneys to the co-respondent whilst flouting a maintenance order, the husband explained that the remittances were his repayments (in instalments) of the co-respondent's loan. He had only repaid the loan partially, leaving a balance of \$1,028 still outstanding.

14 The wife did not accept the husband's explanation regarding CCC. She contended that it was not possible for the co-respondent (who lacked the expertise/experience) to have created CCC, which had the same business activities as the Company. In support, the wife produced documents that showed the husband's business dealings and sale of marble blocks from Oman to Shanghai, China, using the Company's letters of credit facilities from DBS. The husband claimed that it was a transaction that was aborted because the Company did not have the funds (US\$15,300) to pay for the marble. He produced no evidence to substantiate his statement. The wife, on the other hand, produced documents (in exhibit EM1-12), which proved that the transaction was not aborted but that the shipment was made, using funds borrowed from DBS.

15 The husband accused the wife of making wild allegations regarding his business trips. He deposed his overseas trips were not undertaken for CCC but for the Company. He pointed out that the Company was the appointed agent for an Oman marble company and he visited Oman to renew the agency. However, the wife produced documents (in exhibit EM1-12) which showed that the co-respondent travelled to Dubai and Oman with the husband, purportedly as the Company's production manager. She questioned the husband's frequent trips to China and Oman if CCC was actually not doing any business. It was noteworthy that although the Company's business started winding down in 2005 (as confirmed by the husband's counsel), the husband made business trips in June 2005, August 2005 and October 2005 and again in February 2006 (twice), March 2006 and June 2006. I can only say that those trips, contrary to his denials, could only have been on behalf of CCC, to which he undoubtedly channelled the Company's contacts, suppliers and customers.

16 I turn next to the other matrimonial assets. One joint asset of the parties was the matrimonial property which had been sold (in April 2007 at a loss for \$1,350,000) by the time of the hearing. A housing loan of \$500,000 (after a bridging loan of \$700,000) had been taken from DBS, for which payment of the monthly instalments the husband claimed he paid cash, as well as by contributions and lump sum withdrawals from his and the wife's CPF contributions. The wife denied that the husband paid cash to service the housing loan; she contended that the money came from the Company. She accused the husband of deliberately stopping payment on the mortgage instalments (which he denied). The outstanding mortgage sum was \$29,966.30 as of 30 April 2006.

17 The husband also deposed that he paid \$300,000 towards the cost of renovations and additions to the matrimonial property over the years but produced no documentation to support his claim. He asked that the sale proceeds (less refund of each party's CPF withdrawals with interest and less redemption of the mortgage sum) be apportioned at 80% and 20% respectively in his and the wife's favour. He described the wife as a homemaker and said she contributed only about 5-10% towards the purchase price of the matrimonial home and the cost of renovations and furnishings. The wife on the other hand asked for the reverse - 80% should be in her favour and 20% should be in the husband's favour - based on her direct (50%) and indirect (30%) contributions.

18 Based purely on the parties' CPF withdrawals utilised in the purchase of the matrimonial property (but not including interest) viz \$179,670 and \$104,076.93 respectively from the husband's and the wife's CPF accounts, the apportionment would be 36.7% and 63.3% respectively in favour of the wife and the husband.

19 The Ubi Road property was purchased by the Company and was also mortgaged to DBS. The monthly mortgage instalment (\$4,102.12) was serviced partly by the rent (\$2,700 a month before GST) and partly by the Company. As at the date of the hearing, the outstanding sum on the mortgage was \$278,871. Like for the matrimonial property, the wife accused the husband of deliberately stopping payment of the mortgage instalments since April 2006, causing the outstanding loan amount to balloon.

20 The husband owned a Mercedes Benz vehicle, various insurance policies and unit trusts (in a Schroder Enhanced payout portfolio). The husband claimed that because he was cash-strapped, he sold off the unit trusts and used the proceeds (US\$29,147.68) for his and the expenses of the Company. By the time of the hearing before me, the husband no longer had his Mercedes Benz vehicle as he had sold it in August 2006 for \$53,910. The husband only disclosed the sale in his affidavit filed on 20 March 2007 after the wife revealed the sale, even though he had filed an affidavit on 20 October 2006 after the sale. I shall return to this issue later.

21 The husband had six bank accounts: current, overdraft and fixed deposits. He pointed out that the fixed deposit account (\$200,000) with DBS was used as security for the Company's letter of credit facilities from DBS. In addition, the husband had CPF savings of \$42,507.23 in his ordinary account, \$36,907.91 in his Medisave account and \$32,020.58 in his special account. Finally, the husband had a membership with Raffles Town Club which he purchased for \$28,000 but which had a current value of \$5,000, and if sold, would attract a transfer fee of \$7,000. The husband listed eight sundry creditors which included credit card companies/banks and utility suppliers. None of his sundry debts were substantial.

22 The husband claimed to have entrusted the wife with \$450,000 in cash between 1993 and 1996. He claimed the funds came from "kickbacks" from the Company's Malaysian projects, the profits of which could not be officially booked in the Company's records. As proof, he produced a Keppel Bank deposit slip showing he had deposited \$20,000 into the wife's account on 10 September 1996. The husband alleged that the wife placed \$380,000 of the \$450,000 cash into a fixed deposit which she opened with her mother, \$50,000 into a joint account with her sister, and \$50,000 into a joint account she held with him. He did not know what became of the funds as the wife refused to provide him with any information. He was also not aware of her OCBC joint accounts with the children until he saw her affidavit of means. He deposed he had once confronted her over her unauthorised withdrawals of funds from the Company's account with the result being that she was forced to return \$16,000 to the Company.

23 The wife disclosed the following as her own assets:

- (a) an insurance policy with Great Eastern Life;
- (b) unit trusts (OCBC payout and HSBC Turbo Double 8);
- (c) eight bank accounts (savings and fixed deposits) with OCBC (3 accounts), Bank of China (3 accounts), POSB (1 account) and Hong Leong Finance (1 account);
- (d) CPF savings: \$13,639.69 in her ordinary account, \$28,705.49 in her Medisave account and \$16,752.75 in her special account;
- (e) 2 Rolex watches worth \$10,000 which were gifts from the husband.

24 I should add that each party alleged that the other had more assets than had been disclosed in his/her affidavit of means.

25 Since June 2005, the wife and the three children have been staying in rented accommodation costing \$850 a month. The wife allegedly moved out from the matrimonial home due to the husband's harassment.

Maintenance

26 At the time of the hearing, there was already an existing maintenance order dated 7 June 2006 wherein the husband was ordered to pay \$4,800 to the wife and children plus the cost of a maid (which amounted to another \$480). Prior to this, the interim maintenance order made by the family court awarded the wife and children \$6,000 a month, but the sum was reduced to \$4,800 on the husband's appeal to a judge in chambers in the High Court (RAS No. 39 of 2006M).

27 In an earlier affidavit filed on 3 February 2006 to support her application (Summons No. 1567 of 2006) for interim maintenance, the wife deposed that her monthly household expenses totalled \$3,513.67, her own expenses were \$1,871.67 while the children's expenses were \$2,746.86 making a grand total of \$8,132.20. Consequently, the wife asked for \$8,000 per month as maintenance with retrospective effect from June 2006, when she commenced incurring the additional expense of \$850 a month as rent. The husband described the wife's expenses as "grossly exaggerated".

28 The wife had requested a lump sum award due to the husband's repeated default in payment of the interim maintenance sum. She said he had also informed the maintenance court on 2 May 2007 that he intended to work in China. The wife deposed there was therefore a real possibility that enforcement could be a problem. Her solicitor suggested that the lump sum award (as well as the arrears of maintenance) be paid from the husband's share of the sale proceeds of the matrimonial property.

29 The husband on his part deposed (in his affidavit filed on 16 March 2006, to oppose the wife's application for interim maintenance) that his monthly expenses totalled \$3,714. The expenses he claimed for himself should be contrasted with his estimate of \$1,500 as being a more reasonable sum than \$8,000 that the wife asked for herself and for the children as monthly maintenance.

30 The wife not unexpectedly similarly took issue with the husband's expenses. She pointed out that whilst she claimed \$1,900 per month as food for five persons (herself, the children and the maid), the husband claimed \$1000 for his food. Further, he claimed \$400 per month for his hand-phone bills as against her claim of \$30 for the item. The wife suggested that the husband's monthly expenses should not exceed \$1,500.

31 The husband had deposed that the moneys that funded the household and family expenses came from an overdraft account with DBS ("the overdraft account") held jointly with the wife. It had a limit of \$100,000 which was secured by a mortgage on the matrimonial property. He blamed the wife for refusing to withdraw moneys from the overdraft account for expenses since December 2005. He claimed he deposited moneys into the overdraft account periodically and that he also gave the wife cash from time to time. Alternatively, he would reimburse the wife in cash for expenses she incurred. Based on cheque records and DBS statements that were in his possession, the husband concluded that the wife spent on the average (from June 2004 to November 2005) less than \$2,000 a month (not including insurance premium payments).

32 Not surprisingly, the wife took issue with the husband's assertion that the overdraft account solely funded the family's expenses. She pointed out that she also had the use of credit cards, for which expenses the average was \$480 a month in 2002. In addition, the wife produced records which showed that the Company paid between \$1,000 and \$1,500 a month for family expenses from its petty cash account. She produced her DBS (Autosave) account statements which showed an average of \$2,904.62 a month being spent between January 2004 and December 2004 on the maid's levy and salary, at supermarkets and on school fees and related expenses. The wife alleged that the husband forced her to withdraw funds from the overdraft account even though he had huge savings elsewhere (a fixed deposit of \$200,000 with DBS, US\$28,000 with Citibank in his sole name, \$55,000 with Maybank and \$200,000 in a POSBank ("POSB") account). She accused the husband of

deliberately increasing the outstanding amount on the overdraft account in order to deplete the sale proceeds of the matrimonial property.

33 The wife denied the husband had given her substantial sums over the years from the Company. She produced documents that proved the moneys were either her mother's or her sister's or hers.

The decision

(a) the matrimonial assets

34 I was mindful of the acrimonious relationship between the parties and of the fact that the parties' allegations and cross-accusations without the benefit of cross-examination meant that the court's determination of the issues at hand was rendered more difficult. There was, however, a difference between the husband's version of events and that of the wife. Whilst the husband's allegations were nothing more than bald statements, the wife was usually able to substantiate, by documentation, her assertions or her rebuttal of the husband's allegations. One example would be the husband's allegation that the wife did not have the means to make financial contributions towards the acquisition, improvement and maintenance of the matrimonial assets. The wife (who is also to be commended for her meticulous record-keeping) was able to produce her income tax assessments for 1994 and 1995, which proved she earned \$1,800 and \$1,875 a month respectively in those years. She had also alleged that sometimes she would, on the husband's demands, redeposit her salary and bonuses (which included the \$20,000 the husband deposited into her bank account on 10 September 1996, at [22]) into the Company's bank account.

35 Looking at the totality of the affidavits, I was of the view that the wife's version of facts and events was the more credible of the two conflicting versions put forward by the parties.

36 I start with the issue of the matrimonial property. The husband's figure on the outstanding amount on the mortgage was not disputed by the wife. What was in dispute was how the purchase had been funded (apart from the use of CPF savings of the parties). I accepted the wife's contention that repayment of the housing loan was by the Company's funds and not by the husband personally as he claimed, for the simple reason that the Company was the only source of funds for the couple at the material time. This fact was not disputed by the parties, save for the fact of whether the husband downplayed the wife's contribution to the Company's success.

37 I would add that the wife produced cash book records from the Company's ledgers which showed that the husband deposited \$638,410 into the Company between 1 August 1994 and 28 October 2005. However, he withdrew \$1,109,144.31 from the Company between December 1993 and June 1999. The husband had in effect taken \$470,734.31 from the Company (\$1,109,144.31 less \$638,410). That being the case, his claim that he put money into the Company was clearly untrue. Since he provided no details of where and how he provided the funding for the start-up of the Company, I ignored that claim altogether.

38 In regard to the parties' contributions towards the purchase of the matrimonial property, the starting point would be their CPF contributions (see [18]). Then, I considered the extent of their other contributions. It seemed to me that the husband's disparaging and belittling comments on the wife's contribution did her a grave injustice. Even if his contention that she spent minimal hours in the office was true, this could only have been in very recent years (since 2002), after the Company had become established. It was more likely than not (as the wife contended), that in the early years following the Company's incorporation in 1992, the wife carried out the "backroom" operations of running the Company almost single-handedly while the husband went out to look for customers and/or

to make sales. This is usually how husband and wife teams build up their family businesses and I could see no difference in this case. I gave the wife and husband equal credit for the Company's success before its recent decline. I accepted the submission of counsel for the wife that this was a case of equal partnership where the parties treated the Company as their own "piggy bank" to fund their business as well as their personal expenses (see *Ryan v Berger* [2001] 1 SLR 419).

39 As the Company paid the mortgage instalments (through the husband's withdrawals of Company's funds to pay the difference between the parties' CPF contributions and the monthly mortgage instalments), it was only fair to attribute an equal share of the matrimonial property and its net sale proceeds to the wife. Up till August 2005 when her salary ceased, the wife had worked for the Company for more than 13 years since its incorporation. Accordingly, I increased the wife's percentage of contribution in the matrimonial property by another 13.3% to 50%.

40 I ordered the husband to repay the outstanding overdraft amount on the mortgage loan from DBS on the matrimonial property as it was clear from the evidence produced by the wife that the husband had deliberately utilised the overdraft when he had other sources of ready cash. There was more than a grain of truth in the wife's accusation that the husband had drawn down on the overdraft account so as to increase the mortgage amount. The wife pointed out that the overdraft account was not utilised in 2003 and 2004. However, once the divorce proceedings commenced (in June 2005), the husband, as shown in the statements in exhibit TSC-1 in his affidavit filed on 15 March 2006 had drawn down progressively on the overdraft account, starting with \$3,412.82 in June 2005 and increasingly, to \$28,663.60 by December 2005. As such, it was only fair to the wife that the husband should be solely responsible for the discharge of the mortgage sum.

41 By parity of reasoning, I ordered the husband to discharge the mortgage loan on the Ubi Road property.

42 Earlier (at [34]), I had commented on the husband's unfounded allegations: one of which was his contention that he had poured \$300,000 into the renovations and additions to the matrimonial property. As not one iota of evidence was produced to support this claim, I discounted it. According to the wife, the renovations were made in 1996, they could not have exceeded \$150,000 and were funded by the Company in any event.

43 For the same reason, I disregarded the husband's claim that he had handed \$450,000 of the Company's undeclared profits over the years to the wife. The wife deposed that she was unaware of such cash payments supposedly received from Malaysian parties. The wife was able to show that the \$380,000 the husband claimed she took from the Company was part of the proceeds of \$1.2m from an en-bloc sale which her sister and brother-in-law received from their property. The couple gave \$380,000 therefrom to the wife's mother who deposited the sum in time deposits with the Bank of China and with Hong Leong Finance. Subsequently, the wife's mother gave various amounts therefrom to one son to help his business and for renovations to his flat, and to another (younger) son to settle the latter's debts.

44 The wife showed from the Company's cash book entries that she made no withdrawals that she could not account for. She deposed that the parties held, jointly, cash of between \$400,000 to \$500,000 which was disbursed in the following manner:

- (a) the husband took \$200,000 and placed the sum in a fixed deposit with DBS in his sole name;
- (b) the couple had a joint bank account which had between \$55,000 to \$60,000. The husband

harassed the wife to the extent that she was forced to sign the joint withdrawal slip which enabled him to withdraw the moneys, which he then deposited in his Maybank account, which was in his sole name;

(c) when the husband took \$200,000 in (a), the wife agreed, subject to some moneys being given to the children. Hence, the wife took \$99,000 which was split into three OCBC bank accounts in the joint names of the wife with each of the children. (As the children were/are minors, bank accounts could not be opened in their sole names);

(d) the husband held a Citibank account with US\$28,000 in his sole name.

45 Without going into every detail, the wife not only refuted the husband's many allegations against her, but was able to prove that the husband had no qualms about lying in his affidavits and had failed to give a full and frank disclosure of his assets. To illustrate my first observation, I refer to the sale of the husband's Mercedes Benz vehicle which I alluded to earlier as ([20]). The husband claimed (in para [9] of his affidavit filed 20 March 2007) that he sold the vehicle as he needed the money to pay off the arrears of maintenance owed to the wife. This statement was patently untrue. The wife's maintenance enforcement action against the husband was heard on 20 September 2006, at which time the husband confirmed to the court that the arrears of maintenance totalled \$47,940. If indeed his pious statement was to be believed, he could have paid off the entire arrears from the vehicle's sale proceeds of \$53,910 received in August 2006. Instead, he informed the Family Court that he would settle the arrears by instalments of \$7,000 a month. The husband only paid three instalments totalling \$21,000 leaving a balance of \$26,940 which he requested (to which the wife agreed) to be deducted from his share of the sale proceeds of the matrimonial property. I should add that the husband failed to pay any maintenance in 2007 prompting the wife to apply for enforcement again in April 2007. Added to the 2006 figure, the 2007 arrears of \$19,120 made a grand total of \$46,060 due to the wife as of the date of the hearing (18 May 2007).

46 The sale proceeds of the husband's vehicle were an asset to which the wife had a share as by the husband's own admission (in his affidavit filed 21 July 2006) the monthly hire-purchase instalments were paid by the Company as part of his benefits as a director. Apart from his cryptic comment that he met the down-payment of the car, the husband produced no supporting evidence. It was also noteworthy that in his initial affidavit of means, the husband estimated his vehicle to be worth \$22,500 as of May 2006 but he managed to sell it for more than twice that estimate three months later.

47 The husband's failure to pay both the arrears and current maintenance sums was deliberate because the wife had produced records which showed that he had the means to pay the sums. She revealed *inter alia* that the husband had failed to disclose a fixed deposit account with Standard Chartered Bank. She pointed out that although he had disclosed other bank accounts, he had not explained what he had done with the moneys in all his accounts. The husband had claimed that he issued various cashier's orders (totalling \$491,144.89 and not \$477,144 as the wife asserted) from his POSB account to pay for the matrimonial and Ubi Road properties. The wife doubted his claim and pointed out that in addition to the cashier's orders amounts, the husband had withdrawn sums totalling \$411,160 from the same account between September 1997 and July 2004 leaving only a balance of \$458.00 as of 30 June 2006.

48 The husband's counsel sought to explain that the cashier's orders were capital repayments on the DBS loan. I rejected the explanation as (i) no corroborative evidence was produced by way of DBS statements/correspondence, and (ii) his POSB account passbook entries showed the cashier's orders were for sums ranging from \$7,100.00 (issued on 26 July 2000) to \$205,044.89 (issued on

8 September 1997). In any event, cashier's orders are not required on partial repayments of capital, only for full redemption of mortgage loans. If indeed there was a capital repayment of \$205,044.89 (an odd figure) on 8 September 1997, as well as on the other occasions when the husband applied for cashier's orders, one would have thought the mortgage sums on both properties would have been fully paid by now.

49 In the light of the fact that the husband had withdrawn moneys from the Company which exceeded what he put in (at [37]) and those withdrawals well exceeded the wife's withdrawals (\$99,000), it was not inequitable to allow the wife to retain the moneys she had taken and placed in OCBC accounts in the joint names of herself and the children. To ensure that the wife did not misuse those funds, I secured her undertaking that she would apply the moneys to the children's tertiary education.

50 I had arrived at the following figures for the parties' assets:-

The wife

CPF:	\$13,000.00
Cash in Bank:	\$3,200.47
Unit Trusts	<u>\$14, 000.00</u>
	\$30,200.47

The husband's (known) assets

Car sale proceeds	\$53,910.00
Surrender value of insurance policies	\$32,353.00
Shares	\$ 5,274.00
Unit trusts redeemed	\$ 44,304.47 (US\$29,147.68)
DBS fixed deposit	\$200,000.00
Maybank	\$ 800.00
CPF	<u>\$ 42,507.23</u>
	\$379,148.70

(rounded up to
\$380,000)

I disregarded the husband's membership of Raffles Town Club which I felt was more of a liability than an asset because of the club's involvement in litigation in recent years, with the attendant adverse publicity.

51 As the husband had failed to account for at least \$500,000 that he had taken from the Company, and he had in my view also failed to disclose other assets he had, I made the following adjustments to his known assets:-

\$380,000 + \$500,000 (taken from the Company)	=	\$880,000
Less: Liability for two DBS mortgages		<u>\$300,000</u>
Balance	=	\$580,000
		÷ 2
	=	\$290,000

52 Up to the date the wife filed her divorce petition (30 June 2005), the parties had been married for more than 17 years. For the duration of the marriage, I was of the view that the wife should also be awarded 50% of the husband's net assets bearing in mind her dual roles as homemaker and primary caregiver of the children. It bears mentioning that while the husband claimed he spent time with the children (including driving the children to school and taking them out for meals, which I disbelieved), he did /could not criticise the wife in her role as homemaker and mother, as he had done in relation to her contribution to the Company. Accordingly I awarded the wife \$290,000 from the husband's assets. For the same reason that I ordered the arrears of maintenance to be deducted from the husband's share of the sale proceeds, I directed that this \$290,000 should similarly be deducted from his share of the sale proceeds of the matrimonial property.

53 As the wife's own assets (\$30,200.47) were negligible, I allowed her to retain them. She had resorted to loans from her mother to pay for expenses in the periods when the husband failed to maintain her/the children. She should be allowed to repay those borrowings from her own funds and be refunded some part of her salary and bonus which the husband forced her to return to the Company.

(b) maintenance

54 The husband has appealed against my order awarding the wife \$1,000 in maintenance a month. As I had pointed out earlier (at [29]), the husband claimed that he spent \$3,714 on his monthly expenses and unreasonably contended that the wife and three children could get by on \$1,500 a month (at the hearing, his counsel increased this estimate to \$3,500 a month). On the basis that what was sauce for the goose was sauce for the gander, I could not see why awarding the wife less than 1/3 of the husband's own monthly expenses was unfair, bearing in mind that the total award to her of \$3,500 included household expenses and factored in rent.

55 I was informed by counsel for the wife that the wife managed to secure temporary accommodation at the unbelievably low rent of \$850 through the kind assistance of a friend. The prevailing rental market makes it a certainty that the wife would have to pay higher rent, whether it is for renewal of her existing one year tenancy or for accommodation elsewhere, bearing in mind she has to house five persons (herself, the children and the maid). She would have to absorb the rent increase in the household expenditure of \$2,500, which also includes the cost of hiring a maid with the attendant foreign worker's levy.

56 The total sum of \$5,500 which I awarded to the wife (inclusive of \$2,000 for the children's maintenance), was not inordinately high and was much less than the wife's claim of \$8,000. It was only \$220 more than the interim maintenance figure of \$5,280 (inclusive of the cost of a maid at \$480) awarded earlier. I adopted the standard 'broad brush' approach and took into consideration the factors set out in s 114 of the Women's Charter (Cap 353, 1997 Rev Ed) in making my award. With reference to s 114(1)(c) of the aforesaid Act, it should be noted that the parties enjoyed a reasonably high standard of living prior to the breakdown of the marriage. The wife is unlikely to be able to afford that lifestyle on what I had awarded her.

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