

AQR v AQS  
[2011] SGHC 139

**Case Number** : DT No 2009 of 2008  
**Decision Date** : 27 May 2011  
**Tribunal/Court** : High Court  
**Coram** : Lai Siu Chiu J  
**Counsel Name(s)** : N Kanagavijayan (Kana & Co) for the plaintiff; V Esvaran (Esvaran & Tan) for the defendant.  
**Parties** : AQR — AQS

*Family Law – Divorce – Matrimonial Assets*

[LawNet Editorial Note: The appeal to this decision in Civil Appeal No 19 of 2011 was allowed in part by the Court of Appeal on 30 September 2011. See [\[2012\] SGCA 3.](#)]

27 May 2011

**Lai Siu Chiu J:**

1 This case involved the resolution of ancillary matters between the parties after their marriage was dissolved by the Family Court on 30 March 2010 with an Interim Judgment awarded to the plaintiff ("the husband") against the defendant ("the wife") based on her unreasonable behaviour. The ancillary matters were adjourned by the Family Court to be dealt with on a later date. These pertained to:

- (a) Custody, care and control of the child of the marriage;
- (b) Division of the matrimonial home;
- (c) Division of the matrimonial assets (aside from the matrimonial home); and
- (d) Maintenance for the wife.

2 On 14 January 2011, the ancillary matters came up for hearing before this court. After hearing the submissions from counsel, I made the following orders:

- (a) The wife was to transfer to the husband all her rights, title and interest in the property at Bayshore Road, Singapore ("the matrimonial flat") as well as her rights, title and interest in two Australian properties (see [9(d)] below without consideration. The cost of transfer for all three properties was to be borne by the husband. In the event the wife failed or refused to execute the transfer of the matrimonial flat within seven days of a request in writing from

the husband's solicitors, the Registrar of the Supreme Court was empowered to do so on her behalf pursuant to s 14 of the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed).

- (b) The husband was to pay the wife as lump sum maintenance \$250,000 by five equal quarterly instalments, the first \$50,000 forthwith and the remaining \$200,000 in 4 equal instalments payable on 1 April 2011, 1 July 2011, 1 October 2011 and 3 January 2012.
- (c) The wife was to vacate and deliver up possession of the matrimonial flat to the husband no later than 1 March 2011 and in exchange thereof the wife was to move into the husband's rented premises at Pari Dedap Walk, Singapore ("the rented premises") which rent the husband was to continue to pay until 31 March 2011. Thereafter, if the wife continued to reside at the rented premises, the wife was to pay the rent herself.
- (d) By consent the husband and the wife were to have joint custody of the daughter of the marriage ("[B]") with care and control to the wife. The husband was to have liberal access to [B] at all times and was entitled with prior notice to the wife, to take the child on overseas holidays during the school vacation in particular during the June and December vacations of each year. Neither party was allowed to take [B] outside jurisdiction without prior notice to the other party, such notice to be at least of seven days and the other party was to give its consent which consent was not to be unreasonably withheld.
- (e) Payment to third parties for [B]'s expenses including but not limited to school, tutors, school bus operator, guitar tutor, life and accident insurance companies, handphone service operator, doctors and dentists shall be met directly or by GIRO arrangements by the husband.
- (f) The husband was to continue to maintain the wife's child ("[C]") who was at liberty to continue to reside with the husband.
- (g) In addition to the lump sum maintenance of \$250,000, the husband was to provide the wife with a one-off payment of \$10,000 as maintenance with the first instalment of \$50,000.
- (h) the wife at the husband's expense, was to seek counselling for anger management for a period of six months from a psychiatrist whose services should first be approved by the husband.
- (i) Other than the transfer of the properties set out in (a) above, the parties were to retain their assets which were in their sole names including the wife's two properties in Ho Chih Min City, Vietnam. The wife was to forthwith remove her name from the joint accounts maintained by the husband with Development Bank of Singapore ("DBS") and National Australia Bank ("NAB").

(j) Parties were to have liberty to apply.

(k) No orders for costs.

3 The wife is dissatisfied with my decision and has appealed (in Civil Appeal No 19 of 2011) against all the orders that I made save on the issue of costs. As such, I shall now set out the reasons for my decision.

### **The background**

4 The husband, who is of German origin but an American citizen, met the wife, a Vietnamese, in Hanoi in 1993 when the husband was then working there for a foreign company. The wife was then employed as a hotel bar waitress. The parties subsequently married in Hanoi in August 1996. When they married, the wife was a single parent having had a daughter, [C], out of wedlock in 1990, from a relationship the wife had at age 19 with a married man.

5 After the marriage, the parties stayed in Vietnam for 2 years and then moved to Singapore in 1998 when the husband was posted here as a director of sales of an American company. [B] was born in Singapore in July 1999.

6 The husband filed his divorce suit on 25 April 2008. Initially, the wife contested the divorce by filing a defence. Eventually, after almost two years and after the husband had amended his statement of claim with (according to the wife) "watered" down particulars of the wife's unreasonable behaviour, the wife withdrew her defence and the husband's suit proceeded on an uncontested basis resulting in the Interim Judgment being granted on 30 March 2010.

7 For purposes of the ancillaries hearing, the parties filed the requisite affidavits of means. However, the wife's affidavit of means went beyond what was required; she dredged up unnecessary and irrelevant matters from the time before the parties were married and, for good measure, threw in scurrilous allegations of the husband's infidelities, his failure to maintain his daughter from a previous marriage as well as charges of abuse and assault. This prompted the husband to file rebuttal affidavits, in response to which she filed even more affidavits.

8 As at the date of the hearing of the ancillaries, the husband resided at the rented premises which he had leased at \$2,700 per month for his own and [C]'s accommodation. The wife resided at the matrimonial flat with [B], but with the husband paying all the outgoings.

### **The affidavits**

9 According to the husband, he had the following assets as of 16 June 2010 (when he filed his affidavit of means):

(a) The matrimonial flat valued at \$1.95m and mortgaged to DBS for a loan of \$433,761.12;

(b) Cash in the bank of about \$150;

(c) Central Provident Fund ("CPF") savings, as follows:

(i) Ordinary account – \$49,829.55;

(ii) Medisave account – \$19,012.18; and

(iii) Special account – \$24,177.85.

(d) Two Australian properties (hereinafter referred to collectively as "the Australian properties"), namely:

(i) A house at Gracemere Gardens, Hope Island, Queensland ("Gracemere Gardens") purchased at A\$373,000 valued at A\$590,000 with an outstanding loan of S\$236,442; and

(ii) A piece of land at Gracemere Waters, Hope Island, Queensland ("Gracemere Waters") purchased at A\$435,000 valued at A\$725,000 with an outstanding loan of S\$338,346.

The husband listed the mortgagees of the three properties as his creditors. He stated he acquired all the assets without any contribution from the wife whatsoever. This was disputed by the wife who contended that she contributed, and directly at that, as elaborated in [\[15\]](#) below.

10 The husband who earned (or earns) \$12,600 a month excluding variable commission estimated that his monthly expenses totalled \$20,373, comprising of the following:

(a)	Personal expenses	\$4,323
(b)	[B]'s expenses	\$1,636.65
(c)	[C]'s expenses	\$2,735
(d)	Expenses at the rented flat	\$3,504
(e)	The matrimonial flat	\$3,545
(f)	Gracemere Gardens	\$2,176
(g)	Gracemere Waters	\$2,454

The husband exhibited documentary evidence to substantiate the above expenses.

11 The husband listed his liabilities as his credit card debts (totalling \$35,000), taxes owed to the United States tax authorities (totalling US\$64,000) and the Singapore tax authorities (totalling \$20,200). He is making his income tax payments to the United States and Singapore tax authorities

by monthly instalments of \$1,480 and \$4,086.20 respectively.

12 On her part, the wife listed her assets as the three immoveable properties (*viz*, the matrimonial flat and the two Australian properties) belonging to the husband. Apart from the matrimonial flat which was in the wife's sole name, the Australian properties were in the joint names of the couple. There was no dispute on the monetary value of the properties. In addition to the aforesaid three properties, the wife disclosed she owned two properties in Hanoi, Vietnam. One was inherited from her grandfather while the other was purchased by her for VND138,640,000 (which is equivalent to US\$6,625.64, taking the exchange rate of VND20,924.77 to US\$1.00) prior to her marriage to the husband.

13 The wife listed nine bank accounts that she maintained jointly with the husband, including four accounts maintained with NAB, two of which pertained to the mortgage loans for the Australian properties referred to in [\[9\]](#).

14 The wife had CPF savings of \$1,687.05 in her Ordinary account, \$0.36 in her Medisave account and \$852.09 in her Special account. The wife listed her monthly expenses as \$13,562.70 (see [\[24\]](#) below) excluding \$3,903 for [B]'s expenses. She claimed to have borrowed \$12,000 from one Madam Tan Sew Lee because the husband had reduced the amount of maintenance to her as well as his payments for the outgoings of the matrimonial flat.

15 The wife did not deny that the husband had paid for all three immoveable properties without any financial contribution from her. However, she claimed she had contributed directly on the basis that from the beginning, it was agreed between the parties that they would place all their monies into their joint accounts to enable them to build up their assets together. She claimed that she took control of and curtailed the household and her own expenses extensively so that the husband could afford the monthly instalments, and that she was to have the matrimonial flat for her sole benefit so that she and [B] could have a roof over their heads. As for maintenance, the wife requested \$12,000 for herself and \$4,000 for [B], seemingly ignoring the fact that the husband earned a fixed salary of \$12,600 and had to maintain himself, three properties as well as [C] (voluntarily).

16 The wife levelled numerous allegations against the husband which *inter alia* included:

- (a) his infidelities;
- (b) his assaults on her;
- (c) his uncaring attitude towards [B], and yet trying to pressurise [B] to go and live with him (which [B] refused);
- (d) his exploiting the estranged relationship between her and [C], which caused [C] to leave the matrimonial flat and to reside at the rented flat with the husband;
- (e) his keeping a gun in the house (for which she reported him to the police and which report landed him into trouble);
- (f) his instigating and causing [C] to adopt a rebellious attitude towards her (which she blamed on the husband's westernised values);
- (g) his using of the children against her to secure his ends;

- (h) his causing or starting quarrels between the parties;
- (i) his "close" relationship with [C], which was unacceptable as between a stepfather and a teenage daughter;
- (j) his desire to vent his anger against her through proceedings based on her unreasonable behaviour, notwithstanding that she was prepared to file a divorce based on three years' separation with consent.

17 The wife claimed that the husband had given her an assurance that he would always provide for her, [B] and [C], and that he would give her at least one house in the country where he was working, as well as 70% of all his other assets that were acquired from the date of their marriage. That was the reason why the husband had the matrimonial flat registered in the wife's sole name. The wife further claimed that the husband had agreed not to have any share of the wife's assets that she acquired prior to or after the marriage.

18 Needless to say, the husband disputed the wife's claims *vis-à-vis* her alleged contributions towards the acquisition of the three immoveable properties. He further refuted her allegations set out in [16] to [17] above. Indeed, the husband produced evidence to prove that it was the wife who had assaulted him and narrated numerous incidents where the wife had been physically violent towards him, which [C] corroborated in an affidavit filed on the husband's behalf.

19 The husband accused the wife of marrying him in order to take advantage of his social status and financial position. While he had a degree, the wife had secondary school education. The husband alleged that when he first met her, the wife enticed him by behaving submissively and was patient and loving. All that changed after he married her. She became a "monster" and a "tyrant" who wanted the comforts of life at his expense. She was never a "planner" as she claimed. The husband also contended that the wife had failed to disclose her jewellery worth \$50,000 which had mostly been purchased by him.

20 As for the matrimonial flat, the husband explained how he came to purchase it in the wife's sole name. It was the first property that he bought in Singapore and he had enjoyed living there until he and [C] were forced to leave in December 2006 due to the wife's violent and erratic behaviour. He maintained he singlehandedly decided to buy the matrimonial flat and had to do careful financial planning in the process to ensure that he could afford the monthly mortgage instalments over and above his other financial obligations and commitments.

21 The husband alleged that when he took an option for the purchase of the matrimonial flat in his name, the wife had threatened him that if he did not transfer the same to her sole name, he would not be allowed to see [B] and [C] who were then aged 6 and 15 respectively. Because of the violent streak exhibited by the wife throughout the marriage (and which was particularised in his statement of particulars in his divorce suit), the husband realised that if he did not give in to her demands, the wife would subject him to physical and mental torture, and possibly also take issue with the two innocent children. Consequently, the husband gave a letter of authority dated 20 March 2006 to the vendor, authorising the latter to transfer the matrimonial property to the wife's sole name. For the same reason, the husband in his note dated 5 April 2006 (addressed to "To whom it may concern") certified that in the event of a divorce, he would commit 70% of their common assets to the disposal of the wife and children "for the future wellbeing of [their] children, [C] and [B]". Unsurprisingly, the wife denied the husband's allegations.

22 Although he no longer lived at the matrimonial flat, the husband deposed he paid for all the

outgoings including maintenance, repairs, property tax and servicing the mortgage loan of which he was the guarantor. He even had to pay, by monthly instalments of \$211.00, for an OSIM chair which the wife purchased. Further, the husband alone deposited monies into the parties' joint Autosave account with DBS from which only the wife could make withdrawals as she held the automated teller machine ("ATM") card and personal identification number ("PIN"). The wife utilised the monies to pay [B]'s tuition fees.

23 The husband's salary and quarterly commission from his employer was paid into another DBS account which, contrary to the wife's claim, was in the husband's sole name and not in their joint names.

24 The wife had given the following breakdown for her alleged monthly expenses of \$13,562.70:

(a) Mortgage	\$2,500.00
(b) Property tax/TV licence	\$1,083.00
(c) Repair and upkeep of the matrimonial flat	\$150.00
(d) Maintenance of the matrimonial flat	\$1,246.70
(e) Groceries & household expenses	\$1,200.00
(f) Transport	\$1,500.00
(g) Utilities (water, gas and electricity)	\$350.00
(h) Telephone/internet /mobile telephone	\$200.00
(i) Food	\$1,000.00
(j) Maid (part-time)	\$300.00
(k) Personal grooming/toiletries	\$400.00
(l) Clothing and shoes	\$400.00
(m) Entertainment	\$1,000.00
(n) Cablevision subscription	\$100.00
(o) Holidays (\$10,000 for 4 holidays per year)	\$833.00
(p) Festive expenses	\$100.00
(q) Medical and dental expenses	\$1,200.00
	\$13,562.70

25 The husband's contention (which I accepted) was that the wife's expenses were grossly inflated. For instance, with regard to her claim of \$10,000 for holidays, he pointed out that the couple took at most a week off for holidays once a year and the wife's expenses in items (a) to (d), (g) and (h) above were in any case borne by him. The husband offered \$200 per month for the wife's maintenance. He deposed he would continue to pay [B]'s expenses directly to [B].

26 By the wife's own admission, the husband treated [C] well – he was the only father [C] had ever known. Yet in the next breath, the wife deposed that she objected to the "closeness" between

the husband and [C] getting to unacceptable levels beyond that of a stepfather and a teenage daughter, citing incidents to support her accusation that the relationship was improper. She also deposed that the husband was a bad influence on [C] as he manipulated [C] to leave her to live with him.

27 The wife's affidavits admitted that her upbringing for [C] and [B] was harsh as compared with the more liberal methods of the West practised by the husband (whom she complained indulged [C] in whatever the latter wanted). The wife described [C] as rebellious. As for [B], she claimed that the child was very close to her and she no longer needed to discipline the child. As proof of their closeness, the wife exhibited a letter that [B] had written (at pages 53 and 54 of her first affidavit). As [B]'s letter is a telling testimony of the wife's character, I shall set out the relevant contents; it states:

My mum is perfect the way she is. Even though she hits me I forgive her. She's my mum. I always have to respect her. I must do whatever she wants me to do. I must never disrespect her. I must never "talk back" to her. My mum is never wrong.

The husband deposed he felt deeply sorry for [B] as the letter showed how [B] had been affected by the wife's tight control and violence.

28 As stated earlier at [18], the husband had accused the wife of physically assaulting him, resulting in his making a police report on one occasion and necessitating medical treatment for his injuries which were reflected in photographs exhibited to his affidavit. In this regard, I refer to [C]'s affidavit (filed on 18 November 2009) which sadly, reflected what the husband said of the wife and which I will return to below (at [29]). [C] deposed that the husband was the only father she had ever known and he loved and treated her as his own daughter. Yet the wife (who is [C]'s own mother), because of a highly suspicious nature, insinuated that their relationship was improper (alluded to earlier at [16] and [26]) to the extent that she accused [C] of having an affair with the husband. [C] deposed that when the wife became angry and violent, she would call [C], her own daughter, "stupid", "slut", "moron" "idiot". The wife would even tell [C] "You're so stupid, why don't you go and die or be a prostitute?" and "If you die, I am very happy. Why don't you go to the balcony and die". [C] also listed numerous occasions when she suffered beatings from the wife. The physical violence [C] endured included having her head slammed against the wall, being kicked in the stomach, being tied up in chairs with hands and feet bound, and being stabbed in the thigh with a fork for accidentally burning food. [C] had witnessed the wife's violence towards the husband whenever they quarrelled, causing [C] to have sleepless nights. At such quarrels, the wife would often threaten to kill them all (including [B]). What was noteworthy was the fact that in her affidavits, the wife did not deny the allegations of violence but defended and justified her actions against the husband, [C] and even [B].

### ***The findings***

29 It was apparent from the affidavits that had been filed that the wife had a violent disposition with the husband and two children on the receiving end. She had serious anger management issues that needed to be addressed and treated before [B] suffered more at her hands. Hence the order I made in [2(h)]. Between the wife's version of events on the one hand and the husband's (and [C]'s) version on the other, I was more inclined to accept the latter's versions as the more credible. As [C] put it so poignantly in para 4 of her affidavit:

It is with great difficulty that I am coming forward to make this affidavit as I do not wish to take sides in the proceedings. Furthermore, I know that after the Defendant sees this, she will be very



angry with me and our relationship will become even more strained. However, I feel obligated to tell the truth.

And added in para 5:

When the Defendant married the Plaintiff, I was so happy because I finally got a father whom I never had since birth. We were very close initially. However, the Defendant had this jealous streak in her. She is extremely possessive and hateful to any woman who would be coming near the Plaintiff. She accused almost any woman that came in contact, even just talking with the Plaintiff, of having an affair with him. She has so far accused all our maids and even my aunt when she visited us once of having an affair with the Plaintiff. The Plaintiff became fearful of talking to them. But I never thought that her jealousy and hatred would extend even to me, her own blood. ...

Then in para 15, [C] deposed:

In November 2006, the Defendant locked my sister, the maid and I in the house and went out. Earlier that day, she had quarreled [*sic*] with the Plaintiff and kicked him out of the home. The Plaintiff returned later that night after the Defendant went out but could not come in as the gate was locked, and asked me to help him get his laptop and pass it to him through the locked gate. I could not find the Plaintiff's laptop as I believe the Defendant had put it in her bedroom, which was locked, and the Plaintiff then called the police. When the police arrived, they interviewed me and took my statement. When I found out that the Plaintiff was moving out of the home, I had voluntarily asked him if I could move out together with him as I have been very traumatized by the Defendant's behaviour and abuse, pushing me into depression, and I no longer wanted to live in constant fear of being attacked by her everyday.

30 To my mind, no child, let alone a daughter (who is usually closer to the mother), would turn against her own mother unless the latter had mistreated her. In [C]'s case, it must have been very hard for her to affirm an affidavit to support the husband. The wife so traumatized her that [C] no longer wanted to live under the same roof as her own natural mother but chose instead, to live with someone whom she regarded as a father, notwithstanding that he was not her biological parent. The wife's anger at the husband and [C] was unabated even after they had moved out, although she was the cause of such a move. According to [C], the wife created a ruckus outside the rented flat on two occasions with her screaming, upsetting not only [C] (whom she abused verbally) but also [B] who was then at the flat on the second occasion, prompting the husband to call the police.

31 My poor perception of the wife was corroborated by [B]'s note set out in [\[27\]](#) above which as observed earlier, was produced by the wife. I shared the husband's concern for [B] – the child was unlikely to have a happy childhood with a mother who totally controlled her life and disciplined her harshly. The character of the wife was also reflected in the fact that she had had five maids in a span of six years between 2003 and 2009, while the husband was residing at the matrimonial flat. He deposed that no maid could withstand her treatment.

32 There was also a vindictive side to the wife's character. She destroyed the husband's guitar and threw away hundreds of his photographs and slides which he had accumulated from childhood. The husband deposed that he owned a prized t-shirt on which he had procured in 1994 the signatures of eight professional players of the 93 Super Bowl Dallas Cowboys American Football team. The t-shirt which he carefully wrapped in a plastic cover used to hang in the husband's wardrobe at the matrimonial flat, but had since gone missing, to the husband's dismay.

33 In the light of the above observations, it was very hard to believe the wife's claim that she had contributed substantially to a stable home, was solely responsible for the upkeep and maintenance of the home and the upbringing of the children. Such an idyllic picture was far from the truth that emerged from the affidavits filed for these proceedings. Instead, the wife had humiliated and mistreated the husband and her two children and hindered the husband's career advancement. His marriage to her had been a misery. Considering she had domestic help (albeit five maids in six years) one wonders how large a role she played as a homemaker bearing in mind her other roles as a wife and mother left much to be desired.

34 Although she had no supporting evidence, the wife accused the husband of failing or refusing to disclose other bank accounts, his stock options and other sources of income (apart from his employment). The husband's reply affidavit proved that her allegations were completely unfounded suspicions, including the fact that he had failed to disclose his rental income from the Australian properties. The husband had used the rental over the years to service the mortgage payments. I noted the husband's statement that the wife had never stepped foot into either Australian property so it was questionable what contribution the wife actually made. Her allegation that the husband had stock options from his employer was absurd in any case as he is working for a start-up, not a public company. Stock options in private companies have no value if the company does not go public.

35 I turn next to the division of the matrimonial assets, in particular that of the matrimonial flat. Earlier (at [\[18\]](#) and [\[21\]](#)), I had set out the parties' differing versions of how the matrimonial flat came to be transferred to the wife's sole name, even though the option was given by the vendor in the husband's name and exercised jointly by the husband and the wife. Having viewed photographs of the injuries inflicted by the wife on the husband when she assaulted him on one occasion, I can well believe that the husband was fearful that she would assault him if he did not give in to her demands, including carrying out her threats to deny him access to [B] and [C]. There was no other reason why the husband would voluntarily give the wife the entire matrimonial flat, which he paid for from his hard earned money with no contribution from the wife to whom he was unhappily married. It was blackmail on her part that forced the husband to agree to the matrimonial flat being transferred to her sole name.

36 Unlike the husbands who had made gifts to the wives in *Wong Ser Wan v Ng Cheong Ling* [2006] 1 SLR(R) 416 ("*Wong Ser Wan*") and *Yeo Gim Tong Michael v Tainzon Lolita* [1996] 1 SLR(R) 633 ("*Yeo Gim Tong Michael*"), the matrimonial flat was not a gift to the wife by the husband. The court should not condone the wife's actions by allowing her to retain the flat. For the same reason, I rejected the validity of the husband's note dated 5 April 2006 (see [\[21\]](#) above). The orders that I made in [2(a)] recognised that the husband was the only party that paid for the three immoveable properties jointly owned by the parties because he produced cogent evidence to prove that he alone funded their acquisition as opposed to the wife's bare assertions of her contributions (which were none in any case). Similarly, under [2(i)], all the monies in the joint accounts maintained by the couple with DBS and NAB originated from the husband.

37 The wife also had a selfish side to her nature. As observed earlier at [\[17\]](#)), she claimed for her and [B]'s maintenance, sums well in excess of the husband's monthly salary, completely disregarding his own needs and expenses. She wanted a share of everything the husband owned, but refused to allow him any share in her assets. There was also no reason why a person in the wife's position should need the inflated sums she was claiming for her personal expenses, bearing in mind she was not a working woman (although she could – and, according to the husband, should – work). It was dishonest of her to claim as her monthly expenses the outgoings for the matrimonial flat which she well knew the husband was paying and still pays, while she continued to enjoy living there to his exclusion.

38 The husband, on the other hand, was not only selfless but magnanimous. Although, as I pointed out to the wife's counsel, the husband was not legally obliged to (since [C] was not his child), the husband took it upon himself to pay for [C]'s two-year course in International Business (leading to a degree from the [D University]) at the [E Institute] which fees totalled \$40,000. These fees were in addition to [C]'s monthly living expenses of \$2,735 (see [\[10\]](#) above). The wife repeatedly deposed that [C] was not the husband's child, completely overlooking the fact that without the husband's voluntary financial support of [C], she as [C]'s mother would have had to bear the costs of [C]'s education and living expenses. Gratitude was another virtue the wife did not seem to possess.

39 A factor the wife obviously overlooked in her appeal against my order in [2(f)] was the fact that at 20½ years of age, no court of law should order [C] to live with the wife if [C] did not want to. Forcing [C] to return to live with the wife may cause her to run away. The court must respect [C]'s wishes as she will turn 21 soon and is old enough to make her own decisions. I viewed with considerable scepticism the wife's allegation that the husband exercised undue influence over [C]. Given the ill treatment [C] had suffered at the wife's hands, it is little wonder that she left the matrimonial flat.

40 I noted that the parties were married in August 1996 and divorced in March 2010. However, the marriage had broken down for all intents and purposes in December 2006, when the husband was forced to leave the matrimonial flat. Quite apart from the fact that it was an unhappy marriage for the husband, the union only lasted ten years. Whilst it could not be said to be a short marriage, neither was it a long one. The husband is 50 while the wife is 42 years of age. She has a longer working life than him. She should find herself gainful employment in the spa, hairdressing or beauty saloon industry as, in her defence to the divorce suit, she stated her occupation as a nail and make-up artist.

41 In the closing submissions tendered on her behalf, counsel for the wife repeatedly argued that the wife was entitled to maintain a lifestyle she had become accustomed to, after marrying the husband. Whilst it is true he gave her a lifestyle she could never have dreamt of had she remained a single parent in Vietnam, the fact remains that the wife made no contributions towards the marriage in terms of acquisition of or, improvement of the matrimonial assets. In this regard s 114(2) of the Women's Charter (Cap 353, 2009 Rev Ed) (see [\[42\]](#) below) comes to mind. Neither did she take care of the physical and/or emotional wellbeing of the family. The cases cited by her counsel including *Wong Ser Wan* and *Yeo Gim Tong Michael* (see [\[36\]](#) above) therefore have no application to the wife as the facts were distinguishable. None of the factors in s 112(2)(a),(d) or (g) of the Women's Charter can be said to apply in the wife's favour. To recapitulate, s 112 states:

#### **Power of court to order division of matrimonial assets**

(1) The court shall have power, when granting or subsequent to the grant of a judgment of divorce, judicial separation or nullity of marriage, to order the division between the parties of any matrimonial asset or the sale of any such asset and the division between the parties of the proceeds of the sale of any such asset in such proportions as the court thinks just and equitable.

(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

(a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;

(b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;

(c) the needs of the children (if any) of the marriage;

(d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;

(e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;

(f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;

(g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and

(h) the matters referred to in section 114(1) so far as they are relevant.

(3) The court may make all such other orders and give such directions as may be necessary or expedient to give effect to any order made under this section.

42 Section 112(1) requires the court to make a just and equitable division between the parties of their matrimonial assets. In doing so in this case and applying either the "broad brush" approach in *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260 (at [14]) or the global assessment methodology and/or classification methodology advocated in *NK v NL* [2007] 3 SLR(R) 743, I found it hard put to find any contribution made by the wife directly or indirectly, towards the acquisition of or improvement of the matrimonial/the husband's assets or to the marriage in general.

43 Turning next to maintenance, I had given the wife a substantial lump sum award amounting to \$250,000. The lump sum recognised the standard of living the husband had provided for her previously, his means and the parties' ages. It was also to achieve a clean break between the parties so that the husband in particular could move on with his life. This was in keeping with s 114 of the Women's Charter, which states:-

### **Assessment of maintenance**

(1) In determining the amount of any maintenance to be paid by a man to his wife or former wife, the court shall have regard to all the circumstances of the case including the following matters:

(a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;

(b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;

(c) the standard of living enjoyed by the family before the breakdown of the marriage;

(d) the age of each party to the marriage and the duration of the marriage;

(e) any physical or mental disability of either of the parties to the marriage;

(f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; and

(g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.

(2) In exercising its powers under this section, the court shall endeavour so to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.

My view was that the wife had not discharged her financial obligations or responsibilities towards the husband under s 114(2)

44 The husband had offered \$200 per month (or a lump sum of \$200,000) as maintenance for the wife. I raised the figure fivefold to \$1,000 per month computed over 20 years, totalling \$240,000. This sum would serve as adequate provision for the wife's maintenance until she turned 62 on the basis she would work and continue working until she reached that age. I also awarded an extra \$10,000 to assist the wife in the expense of shifting out of the matrimonial flat and into the rented premises if she so desired. At 42 years of age, the wife should be able to find gainful employment in the beauty industry for which she had been trained. It cannot be overlooked that the husband has expenses of \$7,875.65 per month on rent, [B] and [C] (see [\[10\]](#) above), not including his own expenses and mortgage instalments. The wife's standard of living had to be looked at in the light of the husband's monthly income of \$12,600. The commission he earned was not only variable but uncertain as he would not be paid any commission when he failed to achieve his sales targets. It was the husband's case that the divorce and related proceedings, as well as the wife's conduct, had adversely affected his work performance and hence his commission.

45 The orders that I made regarding [B]'s custody, care and control, were in keeping with the parties' wishes while the maintenance order for [B] was to preserve the status quo. Payments to third parties for [B]'s schooling and related expenses would continue to be paid directly by the husband or by GIRO arrangements to avoid the possibility, as the husband feared, that the wife would make use of his payments for herself. The wife was allowed to retain her two properties in Vietnam (for which she made the husband sign a disclaimer of interest dated 7 April 2008 before the Vice Consul of the American Embassy in Singapore) and also all her jewellery.

46 Finally, the wife was ordered to vacate the matrimonial flat in the light of my order that she transfers the title thereof to the husband. To avoid further acrimony between the parties, I made no orders for costs but gave the parties liberty to apply in relation to implementing any of the orders made.