

ASV v ASW
[2012] SGHC 34

Case Number : Divorce Suit No D5787 of 2010 (RAS No 105 of 2011)
Decision Date : 15 February 2012
Tribunal/Court : High Court
Coram : Woo Bih Li J
Counsel Name(s) : Wong Soo Chih (Ho, Wong & Partners) for the plaintiff/appellant.
Parties : ASV — ASW

Family Law – Matrimonial assets – Division

Family Law – Maintenance – Wife

Family Law – Maintenance – Child

15 February 2012

Woo Bih Li J:

Introduction

1 This is the appellant wife's ("the Wife") appeal against the decision dated 30 May 2011 of a District Judge ("the DJ") in the ancillary matters flowing from the divorce of the appellant and the respondent ("the Husband"). I will refer to the DJ's Grounds of Decision as "GD".

2 The parties were married on 10 August 1999 at the Singapore Marriage Registry. They have one son who was three years old in September 2011. The Wife commenced divorce proceedings against the Husband on the ground of unreasonable behaviour on the basis that he had deserted her since 2008 and had remained in Taiwan with his mistress. Interim judgment was granted on 31 January 2011. The ancillary hearing took place on 30 May 2011 before the DJ in the absence of the Husband, a point I shall elaborate on later. The DJ ordered:

- (a) Sole custody, care and control of the child of the marriage ("the Child") to the Wife with reasonable supervised access to the Husband.
- (b) The matrimonial flat to be sold in the open market within three months from the date of the Final Judgment, and the proceeds of the sale be used to repay the outstanding loan, costs and expenses of the sale including agent's commission.
- (c) Thereafter, the net sale proceeds to be divided between the Wife and Husband in the proportion of 40% to the Wife and 60% to the Husband in full and final settlement of the division of matrimonial assets.
- (d) The Husband to refund to his own Central Provident Fund ("CPF") account monies utilised for the purchase of the matrimonial flat plus accrued interest, but not to be required to repay any shortfall of CPF monies or interest in the event that his 60% share of sale profits is insufficient to refund his CPF account.

(e) No maintenance ordered for the Wife.

(f) The Husband to pay \$400 per month as contribution towards the maintenance of the Child with effect from 1 June 2011 and thereafter on the first day of every month, with the maintenance to be deposited into the Wife's bank account.

(g) The Registrar be empowered to sign on behalf of any defaulting party within fourteen days of written notice to the last known address.

(h) Liberty to apply.

3 Before the DJ, the Wife used a gross market value of \$400,000 for the matrimonial flat. The DJ decided that the Wife was entitled to 30% of the net value by way of division of matrimonial assets (GD at [44]). To this, the DJ added another 10% of the net value representing the Wife's entitlement to a lump sum maintenance of \$27,000 being \$375 per month for the next six years.

4 The DJ assessed the net value of the matrimonial flat as follows:

(a)	Gross value	\$400,000
(b)	Less: outstanding loan	\$117,755
(c)	Less: costs and expenses for a sale, including an agent's commission	\$10,000
	Net Value:	<hr/> \$272,245

5 The DJ's assessment was only slightly different from the Wife's. The Wife had assessed the net value as follows:

(a)	Gross value	\$400,000
(b)	Less: outstanding loan	\$117,000
	Net Value:	\$283,000

6 As for the Child's maintenance, the DJ assessed the Child's monthly expenses to be \$740 per month (GD at [36]), of which she ordered the Husband to bear \$400.

7 Accordingly, the DJ made the orders at [\[2\]](#) above.

The appeal

8 Before me, the Wife's appeal was for the entire matrimonial flat to be transferred to her with no refund to the Husband's CPF account for money used from that account to pay for the matrimonial flat. Originally, her basis for this was (a) an entitlement to 30% of the matrimonial flat by way of the division of matrimonial assets and (b) an entitlement to 70% of the matrimonial flat in lieu of lump sum maintenance for herself and for the Child. [\[note: 1\]](#) Subsequently, the Wife filed Summons No 14782 of 2011 ("SUM 14782") for leave to adduce new evidence. I will deal with this in more detail below, but generally the new evidence was to show that the Husband had more assets than had been previously

disclosed and that the Wife had contributed more towards the Husband's company than had been previously alleged. On the basis of this new evidence, the Wife revised her submissions before me to base her claim for the transfer of the entire matrimonial flat to her on: (a) 50% (as opposed to the earlier 30%) of the matrimonial flat by way of the division of matrimonial assets and (b) 50% of the matrimonial flat in lieu of lump sum maintenance for herself and for the Child. [\[note: 2\]](#)

9 The Wife stressed that as she would be taking care of the Child, she would need a roof over her head as well as the Child's. She stressed that although she currently resides in China where she looks after the Child with the help of her parents, she only returned to China with the Child, after living in Singapore for more than 12 years, because she had lost all contact with the Husband and could not support herself in Singapore. She alleged that if she were to have the security of the matrimonial flat, she would definitely settle in Singapore with her Child, who is a Singapore citizen, and find a full-time job. She said she would return to Singapore in 2015 for the Child's primary education. However, at a hearing on 11 January 2012, her counsel Ms Wong said that the latest instruction was that the Wife would return with the Child in 2013 to start kindergarten classes.

The assets

The matrimonial flat

10 The matrimonial flat is a four-room Housing Development Board ("HDB") flat in [B]. It was purchased in the sole name of the Husband on 1 February 1999 prior to the parties' marriage. There was no dispute that the Husband solely financed the purchase of the matrimonial flat through an initial cash payment of \$16,400 and through his CPF account. As at 25 February 2011, the Husband had used a total of \$198,699.66 of his CPF monies to finance the matrimonial flat.

11 The matrimonial flat had an outstanding HDB mortgage loan of \$117,755.78 as at 25 October 2010. As mentioned above, the Wife had used a gross market value of \$400,000 for the matrimonial flat. At a hearing before me on 18 November 2011, I asked the Wife's counsel Ms Wong to check and confirm the updated market value. By a letter dated 7 December 2011, Ms Wong said that the resale price of an equivalent four-room flat in [B], as indicated on the HDB website, was \$485,000 in May 2011, \$457,000 in August 2011 and \$508,000 in November 2011 respectively. The last value was based on the sale of an equivalent flat on a higher floor, *ie*, between the 16th to 20th floors. The price of an equivalent flat sold in November 2011 between the 6th to 10th floors was \$500,000. The matrimonial flat is on the 12th floor. I assessed its value to be \$504,000 in November 2011. As for the outstanding loan on the matrimonial flat, Ms Wong was content to leave it as \$117,755 for present purposes.

12 My assessment of the net value of the matrimonial flat was different from the DJ's or the Wife's figure because I was of the view that, in the first place, the gross market value of \$504,000, instead of \$400,000, should be used. Hence, my assessment of the net value, leaving aside any cost of a sale to a third party was:

(a) Gross value	\$504,000
(b) Less: outstanding loan	\$117,755
Net Value:	\$386,245

13 I did not take into account any cost of a sale to a third party since the Wife was hoping to acquire the entire matrimonial flat. If the Wife has to pay her own solicitor any fee for the transfer of

the Husband's interest to her, that should be for her own account. During the marriage, both parties resided in the matrimonial flat until the Husband deserted the family in 2008. The Husband's mother also resided there. In fact, care for the Husband's mother, even after the Husband had deserted the family, is one of the contributions that the Wife submitted that she had made to the marriage (see below at [\[19\]](#)).

Other assets

14 The Wife's other assets were disclosed in her Affidavit of Assets and Means. Adopting an exchange rate used by the DJ for one item, the Wife's assets are:

S/N	Asset	Value
1	UOB Bank Account [xx]	\$3,533.21
2	POSB [xx]	\$0
3	Huaxia Bank (China) (approx \$13,081 @ RMB1 = (\$13,081.00) \$0.1869)	RMB 70,009.70
4	Insurance	\$4,650.00
5	CPF monies in Ordinary account	\$48,141.55
	CPF Medisave Account	\$13,804.24
	CPF Special Account	\$9,845.05
	Total	\$93,055.05

15 Ascertaining the Husband's assets was more problematic. The Husband did not enter an appearance in the proceedings below and therefore did not file an Affidavit of Assets and Means. The only information before the DJ on the Husband's financial position were his CPF accounts, as follows:

Asset	Value
CPF monies in Ordinary Account	\$298.24
CPF Medisave Account	\$33,420.69
CPF Special Account	\$12,271.61
Total	\$45,990.54

16 I will comment further below on the significance of the Husband's absence from the proceedings.

17 Furthermore, as will be explained in more detail below, the Wife sought leave of this Court to adduce new evidence of the Husband's other assets.

The parties' respective contributions to the marriage

18 As stated above, it was not disputed that the Husband had solely contributed to the purchase

of the matrimonial flat from his cash and CPF monies. The Wife further agreed that she made no financial contribution, with one exception, *ie*, she alleged that she had paid for certain furniture in the matrimonial flat totalling \$5,300 and had also contributed a full set of study room furniture that were gifts to her from her ex-employer. [\[note: 3\]](#)

19 The Wife alleged in paras 16 and 17a and b of her affidavit of assets and means filed on 24 March 2011 that her direct and indirect contributions to the marriage were as follows:

- (a) caring for the Child;
- (b) caring for the Husband's mother for the 11 years of the marriage, during which time the Husband's mother resided in the matrimonial flat, even after the Husband had deserted the family and left for Taiwan in 2008;
- (c) doing the household chores, *ie*, housework;
- (d) paying for some furniture and fittings;
- (e) paying \$30,000 for the Husband's credit card debts and monthly instalments thereafter;
- (f) paying half the monthly instalments in respect of three cars which the Husband had purchased during the marriage;
- (g) helping the Husband to start his company, ("the Company"), and paying \$11,000 to his ex-employer in lieu of the Husband serving his notice period; and
- (h) taking care of clerical and compliance matters for the Company and paying suppliers' bills when the Company had cash flow problems.

20 The DJ accepted that the Wife had cared for the Husband's mother at least from the start of the marriage until the Wife relocated to China after the birth of the Child, and that there was no doubt that she had been the Child's care-giver since his birth, aided by her parents in China (GD at [25]). The DJ also accepted that the Wife paid for some furniture and fittings in the matrimonial home (GD at [27]). The DJ did not say specifically whether she accepted that the Wife had done the housework but I accepted that the Wife did do so.

21 However, with regard to the Wife's other claims of contribution, *ie*, (e), (f), (g) and (h) above, the DJ found herself constrained by the lack of evidence offered to substantiate these claims (GD at [26], [28] and [29]). The DJ was of the view that at best the Wife's contribution in helping out with clerical and compliance matters was limited to one year as the Company was registered on 16 February 2006 and the last Annual General Meeting was held on 29 June 2007.

22 The DJ did not say whether she accepted that the Wife had paid half the monthly instalments for the purchase of three cars. I assumed that the DJ did not accept this allegation as the evidence for this allegation was also scanty.

The Husband's absence from the proceedings

23 Before I continue, I should first elaborate on an important aspect of this case, *ie*, the Husband's absence from the proceedings both below and before me.

24 The Wife filed the writ for divorce on 16 November 2010. On 23 November 2010, she filed Summons No 20050 of 2010 for an order for dispensation of service of the Writ for Divorce, Statement of Claim, Statement of Particulars, Proposed Parenting Plan, Proposed Matrimonial Property Plan, Acknowledgment of Service and Memorandum of Appearance. In the Wife's affidavit filed on 23 November 2010 to support that Summons, she alleged that the Husband had a mistress in Taiwan. He had brought the mistress to Singapore in April 2008 and returned with her to Taiwan after the Child was born on 3 May 2008. The Wife did not know which part of Taiwan the Husband was residing in. Her attempts to contact him on his mobile phone were unsuccessful. The Husband also did not contact his mother who was staying at the matrimonial flat then. In another affidavit filed on 14 December 2010, the Wife deposed that since the Husband left for Taiwan in 2008, she had continued to call him on his mobile phone but he had refused to answer and subsequently his mobile number had ceased to be in service. She had previously contacted the Husband's employee who had worked with the Husband in Taiwan but the employee did not know the Husband's whereabouts either and in fact his last salary was unpaid. She had since lost contact with that employee as she had lost her old mobile phone which had that employee's contact number. The Husband's trade creditors and credit card companies were also looking for him at the time but, according to the Wife's affidavit, he "seemed to ignore everything in Singapore including his business". The Wife learned from the Husband's mother that the Husband had contacted the latter in November 2009 to borrow money but the request was rejected. The Husband had not contacted his mother or any of his three sisters since November 2009. He did not even reply when one of his sisters emailed him about his debts owing to the credit card companies. Other than his family and the employee she referred to, the Wife only knew the Husband's best friend and business partner, but had not contacted him since early 2008 when the relationship between him and the Husband had become strained. A Deputy Registrar granted the order for dispensation of service on 22 December 2010, and the proceedings below proceeded without the Husband's appearance.

25 Nevertheless, after the Wife filed the Notice of Appeal to the High Court, Ms Wong made further attempts to "serve" the appeal and other papers on the Husband. One of the Husband's sisters, [C] went to Ms Wong's office on 15 August 2011 after receiving a letter from the Subordinate Courts dated 4 August 2011 informing the Husband of the hearing date of the appeal fixed for 14 September 2011. Ms Wong said she "served" the Record of Appeal and the written submissions for the Wife on [C] on the same day, *ie*, 15 August 2011.

26 On 25 August 2011, the Wife filed SUM 14782 of 2011 to apply to admit documents in relation to the Husband's income and assets. I learned later that apparently Ms Wong had sent a copy of this Summons and the supporting affidavit thereof to the Husband with a covering letter by post but apparently the address to which the letter was sent was that of the matrimonial flat.

27 In the meantime, Ms Wong appeared before me on 14 September 2011. This was the first hearing date for the Wife's appeal. SUM 14782 was also fixed for hearing that day. Ms Wong informed me that she had "served" the Record of Appeal and the written submissions for the Wife on [C] on 15 August 2011.

28 As a matter of prudence, I decided to adjourn the hearing to 5 October 2011 at 10am and directed Ms Wong to send or hand a written notice to [C] to state the next hearing date of 5 October 2011. This would give [C] another chance to contact or try and contact the Husband to inform him about the matrimonial proceedings.

29 In an affidavit filed by Ms Wong on 4 October 2011, she disclosed an email she had sent to [C] on 14 September 2011. The email stated that the appeal had been adjourned to 5 October 2011 and asked for [C]'s address to "serve" a written notice on the Husband to inform him of the next hearing

date.

30 In an email response also dated 14 September 2011, [C] requested that the notice be sent to the address of another sister [D] at Tampines on 16 September 2011 between 10am to 12pm.

31 Ms Wong said she accordingly arranged for her court clerk to go to that address on 16 September 2011 with the relevant notice to the Husband. There, [D], who is the sister of [C], said that [C] had left for work and had authorised [D] to receive the notice. The notice was handed by the court clerk to [D] that same day. The notice was addressed to the Husband and informed him of the adjourned hearing date of 5 October 2011 at 10am. The notice also elaborated on what the DJ had already ordered and mentioned SUM 14782 to adduce new evidence. Ms Wong's affidavit of "service" was filed on 4 October 2011.

32 On 5 October 2011, Ms Wong attended before me. The Husband again did not attend nor did anyone appear on his behalf. Ms Wong informed me of what she had done so far.

33 As I had indicated to Ms Wong on 14 September 2011 that the 5 October 2011 hearing would be a short hearing for directions, I adjourned the 5 October 2011 hearing to another date to be fixed. I did not require Ms Wong to send yet another notice to the address of [D] to state the next hearing date because I was of the view that more than enough attempts had been made to bring the proceedings to the Husband's attention.

34 The next two hearings were on 18 November 2011 and 11 January 2012.

Decision

Preliminary issue: Adducing new evidence

35 In SUM 14782, the Wife sought to adduce new documents for broadly two purposes: first, to provide evidence of her contributions to the business of the Company; second, to prove that the Husband owned assets other than the matrimonial home and his CPF accounts.

36 The first category should be seen in light of the DJ's declaration of the limitation of the evidence before her (see above at [\[21\]](#)). In this respect, the Wife sought to adduce the following:

(a) With regard to her claim that she had used her personal savings to pay the Company's suppliers when it was facing cash flow problems, the Wife sought to adduce three cheques totalling \$176,000 which she had issued to the Husband or the Company from her Standard Chartered Bank account on 26 April 2007, 13 May 2007 and 14 July 2008 respectively.

(b) With respect to her claim that she had been in charge of the Company's daily operations, the Wife sought to adduce copies of emails and list of email headings which allegedly indicated that she had prepared powerpoint presentation slides for the Husband's presentations to customers, taking purchase orders from customers, booking hotel rooms for Korean customers who came to Singapore and arranging business trips for the company's staff.

37 To prove that the Husband has assets other than the matrimonial home and his CPF accounts, the Wife sought to adduce the following:

(a) A copy of a purchase order from the Company's largest purchaser, [U] in August 2007 for goods amounting to US\$1,340,000 (which was the equivalent of S\$2,038,542 at the exchange

rate prevailing at the time of the invoice), as well as three of the Company's invoices, a Bill of Lading, and [U]'s bank's payment advices. [\[note: 4\]](#)

(b) Copies of transactions with other major customers of the Company. [\[note: 5\]](#)

(c) A copy of an unsigned and incomplete Memorandum of Understanding ("MOU") about a joint venture ("JV") being proposed in 2008 to establish a service centre in Singapore for semiconductor tools. The Wife alleged that although the JV was eventually not set up, the MOU disclosed some evidence about the assets of the Company. From the MOU, the JV was intended to be between two companies, the Husband and three other individuals. The Husband was to have 15% equity amounting to \$150,000 paid-up capital. The other three individuals were to have 5% each amounting to a total of \$150,000 too. The aggregate of \$300,000 was to be paid by six furnaces valued at \$350,000 with the \$50,000 balance being treated as owing to the Company. The Wife alleged that the six furnaces belonged to the Company.

38 The Wife also suggested that the Husband had gradually transferred his business to Taiwan in 2008. To this end she sought to adduce evidence of various cash withdrawals from the Company's DBS account between March and August 2008, from ATMs both in Singapore and Taiwan. [\[note: 6\]](#)

39 The Wife alleged that based on the additional evidence, the Company did not cease business in 2007 and her contributions to the Company lasted till July 2008.

40 The Wife said that she did not have access to the Company's business and bank documents and had earlier only furnished what she had in her possession in China, and had to liaise with banks to obtain the relevant documents after the proceedings below; and also that most of the work she had done for the Company were stored in her Outlook Express account and were lost when she reinstalled her computer. [\[note: 7\]](#)

41 In *ACU v ACR* [2011] 1 SLR 1235, I set out the principles for admitting new evidence at this stage. I will not repeat them. In summary, the additional evidence which the Wife sought to adduce might have a material bearing on the outcome of the appeal before me. In view of the particular circumstances before me, I decided to allow SUM 14782 to admit all the new evidence and then decide what weight to give each piece of new evidence.

Division of matrimonial assets

42 As explained above at [\[3\]](#), the DJ awarded the Wife 30% of the matrimonial flat by way of division of matrimonial assets, on the basis of the Wife's indirect contributions to the marriage. In effect, therefore, the DJ granted the Wife what she had asked for below, *ie*, 30% of the matrimonial flat for the division of matrimonial assets. However, as I explained above at [\[8\]](#), the Wife asked for 50%, in her appeal, as her share of the matrimonial assets.

43 I agreed with the DJ that there was a scarcity of evidence to establish the Wife's original allegations about having made payment for items (e), (f), (g) and (h) of [\[19\]](#) above.

44 As for the Wife's new allegation about having issued three cheques totalling \$176,000 to the Husband or the Company, I was of the view that the three cheques alone did not assist her much. True, they were apparently drawn from her sole account but the source of the funds was not properly established. The Wife had made a bare assertion that the money came from her savings and from her parents but she did not adduce any evidence to support that allegation.

45 As for the Wife's allegation that she had assisted the Company in its business, the original evidence was scanty. The additional evidence aided in showing that she appeared to have assisted perhaps till some time in 2008 but, again, the extent of her assistance was unclear.

46 In any event, the DJ had already granted the Wife the 30% of the matrimonial flat that the Wife had originally sought for the division of matrimonial assets based on the Wife's indirect contributions to the marriage. It seemed to me that the question of the other assets of the Husband was more important on the facts before me.

47 The evidence that the Wife adduced as mentioned in [\[37\]](#) above about a purchase order from [U], invoices and payment advices and transactions with other major customers together with withdrawals of money said to be made by the Husband did suggest that the Company had been an ongoing business and that the Husband might have other substantial assets even though I gave no weight to the unsigned and incomplete MOU.

48 In the absence of evidence from the Husband, I was persuaded by the additional evidence adduced by the Wife that the Husband probably had other substantial assets which she was not able to pinpoint although he had apparently tried to borrow money from his mother in 2008, see [\[24\]](#) above.

49 In the circumstances, I was of the view that it was just and equitable to grant the Wife another 20%, making 50%, of the matrimonial flat for the division of matrimonial assets.

Maintenance

For the Wife

50 The Wife is an accountant but was doing part-time lecturing in a local college in China when she filed her Statement of Claim. She was 36 years of age at the time of the hearing before the DJ on ancillaries. The Husband was then 39 and was apparently a businessman who had left Singapore for Taiwan.

51 As explained above, the DJ awarded the wife a lump sum maintenance of \$27,000 being \$375 per month for the next six years, which amounted to approximately 10% of the then net value of the matrimonial flat. In doing so, the DJ found the Wife's declared expenses of \$2,656 per month to be inflated (GD at [\[40\]](#)).

52 The DJ granted the Wife maintenance in the form of a lump sum because the DJ was of the view that this would achieve a clean break from the Husband which was appropriate in the circumstances. The Wife did not appeal against the granting of a lump sum for maintenance. Indeed, that was what she had sought. Her appeal on the maintenance for herself was in respect of the quantum of the lump sum. I would add that I was also of the view that a lump sum maintenance for the Wife was appropriate in the circumstances. The Husband did not want to have anything more to do with the Wife (and the Child) and it would be extremely difficult if not impossible for the Wife to enforce an order for periodic payments of maintenance.

53 On appeal before me, Ms Wong submitted that the lump sum of \$27,000 was on the low side, and asked for a sum of \$60,000 based on \$500 a month for ten years. [\[note: 8\]](#) Using this \$60,000 figure, Ms Wong sought 20% of the matrimonial flat in lieu of lump sum maintenance for the Wife as Ms Wong had assessed the net value of the matrimonial flat to be \$283,000 (see [\[5\]](#) above).

54 As mentioned above at [\[12\]](#), I assessed the net value of the matrimonial flat to be \$386,245.

55 The DJ was of the view that the Wife's alleged monthly expenses (of \$2,656) were inflated (see above at [\[51\]](#)). Her reason was that the Wife was earning only \$500 a month in China. Accepting that the Wife's parents may be assisting her financially, the DJ nevertheless thought that they could not sustain the Wife's alleged cost of living. As for the Wife's plan to return to Singapore, the DJ was of the view that such a plan was not definitive as it was predicated on her receiving the entire matrimonial flat which the DJ was not inclined to grant to the Wife.

56 Furthermore, the DJ considered that the Wife did not adduce evidence as to the extent of the Husband's provision for the family during the marriage. Nevertheless, the DJ was of the view that the Husband must have provided for the Wife in happier times. Bearing in mind the length of the marriage of 11 years, the DJ awarded the Wife the lump sum of \$27,000 based on \$375 a month for six years.

57 Before me, Ms Wong submitted that the Wife's alleged expenses of \$2,656 per month were based on expenses to be incurred as and when the Wife and the Child move back to Singapore. Since the last drawn salary of the Wife in Singapore was \$2,000 per month, she should receive \$500 per month maintenance from the Husband. Ms Wong submitted that the list of the Wife's expenses did not include the cost of employing a maid (although that was included in the list of the Child's expenses) and having to pay the remainder of the housing loan. The Wife's expenses were listed in her affidavit of assets and means of 24 March 2011 as follows:

(a)	Food	\$300
(b)	Transport	\$200
(c)	Utilities (water, gas and electricity)	\$100
(d)	Telephone/internet/mobile phone/pager charges	\$150
(e)	Insurance	\$181
(f)	Groceries/toiletries	\$200
(g)	Personal grooming	\$300
(h)	Medical	\$100
(i)	Holiday	\$400
(j)	Clothing	\$300
(k)	Social securities contribution in China	\$135
(l)	Gifts and hospitality	\$250
(m)	Annual subscription fee with ACCA and ICPAS	\$40
Total		\$2,656

58 Based on my discussions with Ms Wong and her instructions, it seemed that the Wife would still want to retain the matrimonial flat even if I were to award her, say, 80% thereof (a) for her share of the division of matrimonial assets and (b) in lieu of lump sum maintenance for the Wife and for the Child. She was prepared to pay the Husband 20% of the net value (as assessed by Ms Wong or the

DJ). At one time, the Wife's instruction was that she would bring the Child back to Singapore in 2015 for his primary school education, but, as stated above, her latest instruction was that she would bring him back to Singapore in 2013 for kindergarten. I accepted that it was likely that she would bring the Child back to Singapore in 2015, if not in 2013. Accordingly, it was not unfair to the Husband to use expenses in Singapore as a guide although I agreed with the DJ that the Wife's alleged expenses seemed inflated. Looking at her expenses in the round, I assessed them to be about \$1,500 per month. It was fair to use \$500 per month as the multiplicand for the lump sum maintenance for the Wife.

59 As for the multiplier, Ms Wong was using ten years (reduced from 15 years in her initial submission before me).

60 The Husband would be 39 or 40 by the time of the hearing before me. As a businessman, he could carry on beyond 65 years of age.

61 All things considered, I was of the view that \$500 per month with a multiplier of ten years was reasonable. This would amount to a total of \$60,000 which the Wife sought. This worked out to 15.53% of \$386,245, being the net value of the matrimonial flat as assessed by me.

For the Child

62 The Wife had claimed \$1,900 per month for the Child's expenses but the DJ concluded that such expenses should be \$240 per month since the Child was not yet in formal school and was staying in China with the Wife and her parents (GD at [33]-[35]).

63 Taking into account the \$500 per month which the Wife was currently earning in China and her previous income of \$2,000 per month while working in Singapore and in the absence of the Husband's income ability, the DJ was of the view that the Husband should bear a larger share of the Child's maintenance. Hence, the DJ ordered the Husband to pay \$400 a month for such maintenance.

64 As mentioned above, the Wife asked for the entire matrimonial flat based on her own share of the matrimonial assets and in lieu of maintenance for herself and for the Child. However, the DJ was not inclined to allow lump sum maintenance for the Child and then translate that into a share of the matrimonial flat. The DJ was of the view that it was impossible to project the quantum for future maintenance for the Child. There was also uncertainty about each parent's financial circumstances (GD at [39]). The DJ therefore considered it more appropriate to order periodic maintenance for the Child at \$400 per month.

65 While the DJ's points had merit, I was more concerned about the extreme difficulty or impossibility of enforcing an order for periodic payments of maintenance for the Child. Also, if the Wife was granted lump sum maintenance for the Child and a portion of the matrimonial flat was granted to her in lieu of that lump sum, this would bring her closer to acquiring the matrimonial flat and providing a permanent roof over the heads of the Child and the Wife herself in Singapore. Accordingly, I was of the view that, in principle, the Wife should also be granted a lump sum maintenance for the Child.

66 Ms Wong submitted that \$400 per month was too low a sum to maintain a Child in Singapore. She initially submitted that the Husband pay \$1,000 per month. Then in her supplemental submission, she decided to use the DJ's starting figure of \$740 per month and submitted that the Husband should bear 80% thereof which would round up to \$600 per month. She also submitted that the multiplier should be 12 years. This would work out to \$86,400 and would have been sufficient to grant the Wife 30% of the matrimonial flat (in lieu of lump sum maintenance for the Child) based on the DJ's net

value of \$272,245 (see [\[4\]](#) above). That 30% would have worked out to \$81,673. It seemed to me that the Wife and Ms Wong were simply working backwards to see which figure would be sufficient to obtain the entire flat.

67 In my view, if the Child were to return to Singapore in 2015 (or 2013), \$86,400 was not an excessive figure as a lump sum maintenance for him bearing in mind his young age. I agreed that the Wife should be granted that sum as such maintenance as I was of the view that it was likely that she would bring the Child back to Singapore in 2015, if not in 2013.

68 However, as mentioned above, my assessment of the net value of the matrimonial flat was \$386,245. The \$86,400 would be 22.37% of \$386,245. I granted the Wife 22.47% in lieu of the Child's lump sum maintenance to round up the figures.

Conclusion

69 In the circumstances, I granted the Wife 88% of the matrimonial flat comprising:

- (a) 50.00% being her share in the division of matrimonial assets;
- (b) 15.53% being in lieu of lump sum maintenance for the Wife; and
- (c) 22.47% being in lieu of lump sum maintenance for the Child.

70 I also granted the Wife:

- (a) An option to acquire the remaining 12% valued at \$46,349.40 by paying this sum into the Husband's relevant CPF account. The Wife has two months from the date of my Oral Judgment on 6 February 2012 to exercise this option by giving written notice to the Husband of her decision to do so. The written notice from the Wife (or her solicitors) was to be sent by email to the email address of the Husband's sister [C] and by letter (certificate of posting) to the residential address of his other sister, [D]. The written notice would be deemed to be given even if the letter was returned undelivered so long as the email had been sent.
- (b) If the option was exercised, the Wife was to liaise with the HDB on the steps and timing to effect the transfer.

71 If the Wife did not exercise the option:

- (a) The matrimonial flat was to be sold as soon as possible and the net proceeds of sale were to be divided between the Wife and the Husband in the proportion of 88% to the Wife and 12% to the Husband.
- (b) The Husband's 12% share of the net proceeds of sale was to be refunded to his relevant CPF account for money used to purchase the matrimonial flat plus accrued interest but he need not repay any shortfall.

72 The Registrar of the Supreme Court was to sign any document on behalf of the Husband to give effect to the transfer of the matrimonial flat to the Wife or to a third party purchaser if the Husband did not do so within eight days of written notice to do so by the Wife (or her solicitors). The written notice was to be sent by email to the email address of [C] and by letter (certificate of posting) to the residential address of [D]. The eight days would run from the date the email was sent or the date of posting of the letter, whichever was the later. The written notice would be deemed to be given even

if the letter was returned undelivered so long as the email had been sent.

73 The DJ's decision was therefore varied to the extent stated above.

74 The Wife was granted liberty to apply.

75 The Wife did not ask for costs of the appeal and I made no order on such costs.

[\[note: 1\]](#) Written Submissions for the Appellant Wife at para 3.

[\[note: 2\]](#) Supplemental Written Submissions for the Appellant Wife at para 17.

[\[note: 3\]](#) Written Submissions for the Appellant Wife at para 6

[\[note: 4\]](#) Wife's Affidavit dated 25 August 2011, at para 10.

[\[note: 5\]](#) Wife's Affidavit dated 25 August 2011, at para 11.

[\[note: 6\]](#) Wife's Affidavit dated 25 August 2011, at para 12.

[\[note: 7\]](#) Wife's Affidavit dated 25 August 2011, at para 4.

[\[note: 8\]](#) Supplemental Written Submissions for the Appellant Wife at para 11.

Copyright © Government of Singapore.