

Zheng Zhuan Yao v Mok Kah Hong  
[2014] SGHC 84

**Case Number** : Divorce Suit No 865 of 2010  
**Decision Date** : 29 April 2014  
**Tribunal/Court** : High Court  
**Coram** : Quentin Loh J  
**Counsel Name(s)** : Foo Soon Yien and Poon Pui Yee (Bernard & Rada Law Corporation) for the plaintiff; Bernice Loo (Allen & Gledhill LLP) for the defendant.  
**Parties** : Zheng Zhuan Yao — Mok Kah Hong

*Family Law – Matrimonial Assets – Division*

*Family Law – Maintenance – Wife*

[LawNet Editorial Note: The defendant's appeal to this decision in Civil Appeal No 177 of 2013 (Summons No 240 of 2015) was heard by the Court of Appeal on 13 October 2014. See [\[2016\] SGCA 8](#) for (a) a summary of the Court of Appeal's *ex tempore* oral judgment on the substantive appeal and (b) the reasons for the Court of Appeal's decision in regard to the committal proceedings against the plaintiff.]

29 April 2014

**Quentin Loh J:**

1 This was a dispute concerning the division of matrimonial assets and maintenance. The parties' claims were poles apart. The defendant wife, Mok Kah Hong ("W") asked for S\$25m being part of the true assets of the plaintiff husband, Zheng Zhuan Yao ("H"), that formed part of the matrimonial property which she assessed at being over S\$45m. H claimed that he was indigent and mired in multiple debts, his business ventures having all failed. H also averred that he suffered from various medical conditions which would affect his ability to earn an income in the future.

2 Despite the numerous affidavits filed – H alone filed 12 affidavits – the evidence put forward by both parties was not the model of clarity and some of it was also outdated. In order to arrive at a just decision, I ordered H and W to take the witness stand to have their respective claims and allegations tested by cross-examination.

3 Eventually, I delivered an oral judgment with brief reasons on 28 November 2013. Both parties have since appealed against my decision. I now therefore give the detailed grounds of my decision.

**Background facts**

4 As at the time of my oral judgment, H was 52 years old and W was 51 years old. H and W were married on 25 July 1983. Interim judgment for divorce was granted on 27 July 2010. The parties had been married for 27 years. There is a son from their union, Tay Daxian ("the Son"), who was 22 years old as at the time of my oral judgment. Little or no issue arose on account of the son. H agreed to maintain him and to pay his university fees until he secures a full time job after completing his tertiary education.

5 H also has a "second" family with his mistress, a Malaysian, Madam Pok Poh Choo ("Madam Pok"). This liaison has gone on for over 20 years and H has two children by Madam Pok. H successfully kept this secret from W and the Son for many years.

6 H first wrote to W on 22 August 2008 through his solicitors, Messrs J S Yeh & Co, suggesting a divorce because their relationship had irretrievably broken down. This was followed up by another letter dated 30 December 2009 from his current solicitors stating that he intended to file for a divorce. H filed these divorce proceedings on 26 February 2010. Five further dates are significant:

- (a) On 19 January 2010, H mortgaged the apartment, 88 Stevens Court #03-01, Singapore 257865 ("Stevens Court"), to OCBC without telling W;
- (b) On 21 January 2010, H allegedly "pledged" his 1 million shares in First Grade Agency Pte Ltd ("First Grade") to his father's sister, Madam Tay Ban Geok, ("Madam Tay");
- (c) On 11 June 2010, H transferred his 3 million shares in Tay Aik Leng Holding Investment Pte Ltd to his father, Mr Tay Jui Chuan ("Mr Tay JC");
- (d) On 1 September 2010, H transferred his 1 million shares in Inhil Investment Pte Ltd to his father's brother, Mr Teh Jui Kern ("Mr Teh JK"); and
- (e) On 15 September 2010 W obtained an injunction against H from dissipating, disposing and/or dealing with, in any way, the Stevens Court property and H's shareholdings in various companies, including First Grade. However, in breach of the injunction, H further mortgaged the Stevens Court property (see below at [19]). H presumably did not disclose this fact to his lawyer as this further mortgage was not referred to in his lawyer's submissions of 7 March 2012.

### **The parties' proposals**

7 Before me, the parties each set out proposals in relation to these ancillary issues.

8 H was willing to offer W S\$600,000 for the purchase of an apartment and S\$5,000 in monthly maintenance. The purchase of the apartment was to be financed by way of a loan for S\$400,000 and S\$200,000 of his CPF monies. H was also willing to let W keep all the assets currently in her sole name.

9 W sought a lump-sum maintenance of S\$5,760,000 based on a multiplicand of S\$384,000 per year to be multiplied by 15 years (or in the alternative, monthly maintenance of S\$32,000), 50% of all the matrimonial assets including the following: [\[note: 1\]](#)

- (a) The transfer of the Stevens Court property to her sole name free from encumbrance;
- (b) The transfer of 64 Farrer Road, #05-05, Spanish Village, ("Spanish Village") to her sole name free from encumbrance; and
- (c) All assets currently in her name to remain so.

10 W also prayed that H maintain the Son solely, pay for all of his tertiary education expenses and continue to pay for his insurance policies until the premium was fully paid up. H agreed to do so and no dispute therefore arose from this issue. H and W have also agreed that their Son is free to choose who he wants to stay with when he returns to Singapore.

## **Division of matrimonial assets**

### ***The Law***

11 Section 112 of the Women's Charter (Cap 353, 2009 Rev Ed) governs the division of matrimonial assets in a divorce. In *ATT v ATS* [2012] 2 SLR 859 (at [14]), the Court of Appeal noted that a wide discretion remains with the court in determining what a just and equitable division in the circumstances of each case would be. A broad brush approach is typically adopted and this is appropriate in the circumstances of this case.

12 The Court of Appeal went on to state the steps which would be desirable for the Court to take to determine this ancillary issue (at [15]). The first step is to delineate what constitutes the pool of matrimonial assets and to value it. In this regard, two dates are of importance: the date for deciding what fell into the pool and the date for determining the value of the pool. In *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") (at [36]), the Court of Appeal declined to set down a definitive operative date for deciding what assets would comprise the matrimonial pool and observed that the appropriate date would depend on the facts of the case. As regards the date for determining the value of the pool, the Court of Appeal identified the date of the hearing as the operative date (at [39]). Recent case law, however, suggests a more flexible approach such that the court has the discretion to choose a more appropriate date of valuation in order to arrive at a "just and equitable division": see *Anthony Patrick Nathan v Chan Siew Chin* [2011] 4 SLR 1121 (at [29]); *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 (at [71]); and *Wong Kien Keong v Khoo Hoon Eng* [2014] 1 SLR 1342 (at [106]).

13 Having made the above determinations, the court will then consider all the circumstances of the case, including but not limited to the factors listed in s 112(2) of the Women's Charter, to determine what is the just and equitable proportion to be given to each party. Having determined this, the Court may then proceed to ascertain the most expedient means of physically executing the division of assets.

14 With these general principles in mind, I turn to the dispute proper.

### ***Matrimonial assets available for division***

15 The following assets were not really in dispute, either over value or characterisation as a matrimonial asset. The assets and their total value are as follows:

- (a) H's Central Provident Fund ("CPF") Accounts: [\[note: 2\]](#) S\$297,254.80;
- (b) W's CPF Accounts: [\[note: 3\]](#) S\$17,209.65;
- (c) W's Investments: [\[note: 4\]](#) S\$292,866.13;
- (d) W's Bank Accounts (Sole and Joint names): [\[note: 5\]](#) S\$121,283.62; and
- (e) W's Insurance Policies – no details were given although W suggested they had "surrender" value.

In those submissions, W claimed she uncovered some 19 bank accounts in H's name but could only obtain the balances in 4 accounts which added up to S\$546,361.69. She also claimed to have

uncovered 4 unvalued insurance policies and shares in numerous companies. There were also cars and safety deposit boxes. I will deal with these later. I will deal first with the assets that were disputed either over value or characterisation as a matrimonial asset.

### *The Properties*

#### Stevens Court Property

16 The Stevens Court property is in H's sole name. H maintained that the Stevens Court property was a gift from his father. The supporting Transfer Form attached to H's first affidavit indicated that the Stevens Court property had been transferred from Inhil Investment Pte Ltd ("Inhil") to H for a consideration of S\$550,000. [\[note: 6\]](#) Mr Tay JC explained in his affidavit that the consideration of S\$550,000 had been advanced by himself to Inhil previously and that he had intended the Stevens Court property to be a gift to H. [\[note: 7\]](#) H further alleged that W had not contributed to the property's upkeep or improvement throughout the marriage. As such, H argued that the Stevens Court property did not form part of the matrimonial assets subject to division.

17 Notwithstanding the Stevens Court property being a gift, I found that the property was the matrimonial home and therefore a matrimonial asset as per s 112(10)(b) of the Women's Charter: see *Chen Siew Hwee v Low Kee Guan (Wong Yong Yee, co-respondent)* [2006] 4 SLR(R) 605 at [33] on the application of the gift proviso in the provision. It was undisputed that during the course of their marriage, both H and W had lived in the property with the Son as a household from around 1994 onwards. The flat was renovated a number of times whilst they were living there.

18 There is presently an OCBC mortgage on the Stevens Court property. H had declared in his affidavit that as of 4 October 2010, the loans for which the mortgage was secured for a total amount of S\$2,530,817.89 comprised of: [\[note: 8\]](#)

- (a) Mortgage Loan Account No XXX-XXX-8646-XXXXX for S\$2,034,649.24; and
- (b) OCBC Easisave Account No XXX-XXX937-XXX for S\$496,168.65.

19 However, H had, in breach of a court injunction dated 15 September 2010, further mortgaged the Stevens Court property (Mortgage Loan Account No. 538-000-9538-00000) secretly. This only came to light when H produced a printout [\[note: 9\]](#) at the 4 September 2013 hearing which showed that the loan remaining as of 3 and 4 September 2013 stood at:

- (a) Mortgage Loan Account No XXX-XXX-8646-XXXXX for S\$1,808,435.21;
- (b) OCBC Easisave Account No XXX-XXXXXX-001 for S\$148,737.74; and
- (c) Mortgage Loan Account No XXX-XXX-9538-XXXX for S\$346,328.25.

These came up to a total of S\$2,303,501.20.

20 H averred that the loans were for the purposes of paying off debts of nearly US\$6,000,000 incurred by himself as a result of his failed Indonesian coal mining business venture, PT Citra Tambang Riau ("PT Citra"). He claimed that the venture had failed as the land on which the company was mining had run out of coal by 2009. [\[note: 10\]](#) W took the position that all outstanding loans secured by way of the mortgage on the Stevens Court property should not be taken into consideration in

calculating the net equity of the Stevens Court property as they were not “*bona fide* liabilities” and had been taken to “siphon off matrimonial assets”. [\[note: 11\]](#)

21 I noted that H was unable to adduce any documentary evidence of these losses or the business transactions PT Citra entered into. He claimed that this was the case as business transactions were not usually documented in Indonesia and also because the transactions could not be openly declared by reason of their sensitive nature. [\[note: 12\]](#) That is not true. There are many disputes before our courts dealing with similar transactions where such documents are available. Even if I was prepared to give some credence to H’s claim (according to W’s own Forensic Investigation Report (“FIR”) exhibited in W’s Affidavit dated 26 April 2011, [\[note: 13\]](#) it was suggested that the coal mining project may have been cancelled), H failed to provide any information or evidence whatsoever, other than his self-serving bare allegations, as to the extent of the losses incurred due to the failure of PT Citra. H also gave contradictory accounts under cross-examination and in his various affidavits about the use of the loan monies and the quantum of the losses he incurred from this business venture.

22 Moreover, I observed that the initial OCBC mortgage was rather conspicuously registered on 28 January 2010, just within a month before H filed the writ for divorce on 26 February 2010 and within a month after he had expressed his intention to seek a divorce on 30 December 2009. H claimed under cross-examination that he had switched loan providers from UOB to OCBC as the latter offered him a better rate. However, no documentary evidence of the earlier UOB mortgage was adduced or how much was outstanding under that mortgage. In fact this lack of evidence led to W submitting that Stevens Court was unencumbered before the OCBC mortgage was taken out. That submission has substance because if it was untrue, the evidence to refute that would have been in H’s possession. The further mortgage of the property which was carried out furtively by H in blatant breach of a court injunction reinforced my suspicions.

23 For the foregoing reasons, I drew an adverse inference against H and found that the OCBC mortgages were not *bona fide* liabilities and should not be taken into account in determining the value of the Stevens Court property.

24 The parties did not provide me with any proper or up-to-date valuation of Stevens Court. W put the value at S\$5m and H put the value at S\$3.5m. The flat is 266 sq m or 2,863 sq ft. The mean is S\$4.25m. In the circumstances, I used a modest multiplicand of S\$1,500 per sq ft, which I found reasonable given that the flat was built in the 1980s. This worked out to S\$4,294,500. I therefore took the value of the Stevens Court property to be S\$4.25m.

#### Spanish Village Property

25 W claimed the Spanish Village property as part of the matrimonial assets. The Spanish Village property is currently registered in Madam Pok’s name. This property was owned by H’s late mother who bequeathed it to Madam Pok upon her demise on 26 October 2009. [\[note: 14\]](#) H’s position was that he had no beneficial interest in the property and that it was therefore not a matrimonial asset. [\[note: 15\]](#) I observed however that rather coincidentally, H took out two or more loans from OCBC secured with the Spanish Village property about 2 months before he filed for divorce. Again, this was to cover his alleged business losses in Indonesia.

26 W argued robustly that it was incredible that her late mother-in-law would have bequeathed the Spanish Village property to Madam Pok rather than the Son. She suggested that the transfer to Madam Pok was engineered by H and his late mother to remove any potential claim she may have had to it. She also observed that H had been able to obtain huge loans secured with the Spanish Village

property by way of mortgage and that he was also financing the monthly instalments for these loans which totalled to a sum of S\$7,022.81. [\[note: 16\]](#) Further, H had been paying the property tax for the Spanish Village property amounting to S\$23,700 via cheques issued by First Grade (see below at [\[39\]](#)). [\[note: 17\]](#) For these reasons, she alleged that the Spanish Village property was in fact beneficially owned by H.

27 Although I had some sympathy for W's arguments, I noted that nothing raised by W above seriously challenged the fact that H's late mother was both the legal and beneficial owner of the Spanish Village property right up to her death and that Mr Tay JC had acquired the property for her. I was thus of the view that H could only have acquired beneficial ownership of the property (if any) by way of inheritance after his mother passed away. There was also evidence, which was not successfully rebutted, that Madam Pok administered to H's late mother in the final stages of her life, including accompanying her to China for treatment of her cancer, and that the old lady had bequeathed the property to Madam Pok as an expression of her gratitude.

28 Even if H had acquired beneficial ownership of the property by way of inheritance, no evidence was adduced to show that the Spanish Village property had been substantially improved during the marriage by W or by both H and W. Hence, according to s 112(10)(b) of the Women's Charter read with the qualifying phrase, the Spanish Village property would *not* be a matrimonial asset.

29 However, as noted at [\[26\]](#) above, H was making payments in respect of the Spanish Village property during the subsistence of his marriage with W. These payments were not contributions to their union but rather were for purposes quite to the contrary. In my view, it would not be fair or just if H's depletion of the matrimonial assets in such a manner was not accounted for. Payments of this nature can be taken into account in the broad brush approach as being part of H's share of the matrimonial assets that he had taken in advance.

#### Australian and Malaysian Properties

30 There is one property in Australia, 1/4 Mountjoy Road, Nedlands, Western Australia 6009, said to be worth S\$930,000 and two apartments in Malaysia, Units D-9-6 and D-9-7, Puncak Prima Kondo 1, Jln Sri Hartamas 17, Kuala Lumpur 50480, said to be worth S\$491,962.49 each that are presently registered in Madam Pok's name. Again, W alleged that these properties were in fact beneficially owned by H and that the properties had been placed in Madam Pok's name to avoid their division in matrimonial proceedings. [\[note: 18\]](#) W contended that far from being an independent and self-sustaining woman as H had claimed, Madam Pok was in fact completely dependent on H financially. [\[note: 19\]](#) She suggested that H had paid the down payments and had continued to service the mortgage payments for these properties. [\[note: 20\]](#)

31 H claimed that Madam Pok was an "independent, self-sustaining woman" [\[note: 21\]](#) who purchased the properties from monies she earned from her garment business that she managed since 1997. [\[note: 22\]](#) Again, this was a bare allegation and not a single piece of objective evidence was put forward by H to substantiate this. On the contrary, the evidence before me suggested, and I so found, that Madam Pok looked after the two children almost full time and devoted little of her time to her garment business. Indeed H's own evidence was that he and his father, as well as his mother, have had to financially support Madam Pok and his 2 children with her. [\[note: 23\]](#)

32 Turning first to the Australian property, I observed that H had not disclosed its existence until his affidavit of 27 July 2011, which was made in response to W's discovery of the said property, as

stated in her affidavit of 26 April 2011. H stated in his affidavit that Madam Pok paid S\$250,000 for the property in Australia and continues to finance the outstanding loan of S\$750,000. [\[note: 24\]](#) The Australian property is currently mortgaged to Westpac Banking Corporation ("Westpac"). [\[note: 25\]](#) However, during cross-examination, H admitted that he had given Madam Pok approximately S\$50,000 to pay for the Australian property, although he claimed that the initial payment largely came from Madam Pok and his late mother. [\[note: 26\]](#) H also admitted that from 2006 to 2010, he contributed S\$3000 to S\$5000 per month to assist in paying off the Westpac bank mortgage on the Australian property. [\[note: 27\]](#)

33 As in the case of the Australian property, H only disclosed the existence of the Malaysian properties in his affidavit of 27 July 2011. In his affidavit, he stated that Madam Pok had acquired these properties using the profits from her garment business. [\[note: 28\]](#) However, under cross-examination, he admitted to having contributed S\$20,000 to S\$30,000 to purchase the Malaysian properties and that the rest of the money came from the proceeds from the sale of Madam Pok's mother's terrace house which amounted to RM200,000 and a loan from HSBC. [\[note: 29\]](#) There was some evidence that Madam Pok's mother and possibly her sister are also occupying the Malaysian properties. There was also evidence that Madam Pok's mother may have sold her own property to help pay for the Malaysian properties.

34 On balance, with the contradictions and admissions made by H under cross-examination coupled with the evidence that Madam Pok seemed to be looking after her two children on a full time basis, I found that although Madam Pok may well have had some business at the time she met H, that business was not substantial and that H had been supporting her. Be that as it may, I found that W had failed to prove on a balance of probabilities that H was the beneficial owner of the Australian and Malaysian properties and that these were matrimonial assets. Nonetheless, I took the view that H's payments towards these properties can be attributed to his share of the matrimonial pool that had been taken in advance.

#### The Indonesian Property at Taman Keba Jurak, Jakarta

35 Again, prior to his 27 July 2011 response affidavit, H never disclosed that there was a property at Taman Keba (or Kebon) Jurak, West Jakarta, Blok F.1/19-20. The land area is 2,400 sq m, or approximately 25,900 sq ft, and was said to be worth S\$3.2m. [\[note: 30\]](#) There is allegedly a domestic helper and her family residing there and H visits and stays at this property often.

36 In his affidavit, H claimed that Mr Tay JC owned the property which had been valued by the bank at US\$400,000 and that it is his brother, not he, who resides in the property. [\[note: 31\]](#) Under cross-examination, however, H admitted the property was a gift from his father and registered in his name. He also admitted to sometimes residing there when he is in Indonesia although at other times he stays in a hotel. [\[note: 32\]](#)

37 Unfortunately, no other details were provided and I cannot ascertain when the gift was made or whether there were any improvements made by W or H and W during their marriage. W's only evidence was that she knew about this property because Mr Tay JC told her that it belonged to H. With reluctance, I found that there was insufficient evidence to include this as a matrimonial asset. However, I noted that I was entitled to draw an adverse inference against H in light of his failure to make full and frank disclosure (see below at [72]).

#### *H's Shareholdings in Singapore Companies*



38 I turn now to consider the H's various shareholdings in different companies in Singapore before going on to consider his alleged shareholdings in various overseas companies.

#### First Grade

39 As of 28 September 2010, H was a director and shareholder of First Grade. He had been a director since 1996. This was first uncovered by W and included in her affidavit on 15 September 2010. H disclosed that he owned 1 million shares in First Grade but that these shares were pledged as security to Madam Tay on or about 21 January 2010 in return for a loan of S\$1m. [\[note: 33\]](#) A copy of the loan agreement was exhibited in his affidavit. [\[note: 34\]](#) W's essential contention was that the loan, and consequently the pledge, was a sham as there was no evidence to show that it was a genuine loan. [\[note: 35\]](#) She further argued that H was the true owner of First Grade in light of the numerous cash advances from First Grade to him (or his creditors) for sums ranging from as little as S\$78 to as much as S\$300,000 for his personal expenses. [\[note: 36\]](#)

40 I found that the H's evidence on what the loan was used for, be it in his affidavit or under cross-examination, was far from clear or convincing. For example, he stated that S\$372,642 of the loan was used between November 2009 and November 2010 to pay off a loan from UOB to Singlights Pte Ltd ("Singlights") for which he was a personal guarantor. [\[note: 37\]](#) He also stated that \$150,000 was used to pay off a business debt he had incurred on 14 December 2007 to a Mr Ng Kim Hweng ("Mr Ng") by entering into an agreement to purchase Mr Ng's shares in Sindoko Pte Ltd ("Sindoko"). [\[note: 38\]](#) However, I observed that the alleged debts to UOB and Mr Ng had been incurred in 2007, long before the execution of the pledge. In fact, the pledge was rather conspicuously executed just a month prior to the H's filing for a divorce.

41 H also constantly vacillated between the position that the pledge was for a loan already disbursed to him [\[note: 39\]](#) and another position that the numerous cash advances from his aunt and/or First Grade to him (or his creditors) [\[note: 40\]](#) subsequent to the pledge were disbursements out of that S\$1m loan. H was not even sure about the amount of monies he had borrowed from Madam Tay. [\[note: 41\]](#) At one point in the cross-examination, H's memory appeared to completely desert him when he "forgot" about his shares in First Grade and said: "maybe I have a share there." [\[note: 42\]](#)

42 Madam Tay filed two affidavits on behalf of H on 3 December 2010 and 17 March 2011. They were rather bare and attested, *inter alia*, that H was not involved in the day to day running of First Grade and only received S\$10,000 for the year 2010. [\[note: 43\]](#) Madam Tay's affidavit was noteworthy not relation in what it attested to, but what it did not. It did not explain why H only received S\$10,000 for the year 2010 and nothing in the years before or after. In this regard, it was pertinent to note that H only produced his IR8A form for the year ending 2009. [\[note: 44\]](#) Madam Tay's affidavit also did not explain why First Grade was paying W's S\$5,000 monthly maintenance. In fact, the evidence showed that First Grade had been paying W S\$5,000 per month from at least 1994 onwards and continued to pay her that sum to date. It was also telling that Madam Tay's affidavits neglected to mention the advances to H. They also did not mention the fact that H pledged his shares to secure this.

43 For the foregoing reasons, I found that the pledge was not genuine and had been fabricated for the purposes of these matrimonial proceedings. As such, the First Grade shares formed part of the pool of matrimonial assets.



44 First Grade holds shares in other companies, including First Grade International Ltd, a UK company, and Fairtrack Holding Pte Ltd. W valued the First Grade shares at S\$1,236,043.38 by taking 20% of the net asset value of the company. [\[note: 45\]](#) H provided the court with a valuation of US\$0.74 per share as at 29 September 2010 using the same methodology. [\[note: 46\]](#) However, H did not disclose any figures for the Financial Year ending 2009 against which his figure could be verified. In the premises, I accepted W's valuation at S\$1,236,043.38.

Tay Aik Leng Holding Investment Pte Ltd ("Tay Aik Leng")

45 H's 3 million shares in Tay Aik Leng were transferred to Mr Tay JC on or about 11 June 2010. [\[note: 47\]](#) According to the IRAS Certificate of Stamp Duty, the transfer was made for a consideration of S\$3,m. [\[note: 48\]](#) However, H asserted that he never actually received any consideration for the transfer of these shares and that the form was merely filled up as a formality. [\[note: 49\]](#) H's position was that he was only holding the shares in Tay Aik Leng as a nominee of his father. He claimed that he neither paid for the shares nor received a dividend in respect of the said shares. [\[note: 50\]](#) This was supported by Mr Tay JC in his affidavit, [\[note: 51\]](#) the relevant company records which indicated that the consideration for the original and subsequent allotment of shares were satisfied through the set-off of accounts of the sums owed by the company to Mr Tay JC, [\[note: 52\]](#) as well as an affidavit filed by Mr Teo Chor Huan, [\[note: 53\]](#) the public accountant and auditor of Tay Aik Leng, which confirmed the accuracy of the said records.

46 W took the view that the transfer of H's shares to Mr Tay JC was not a *bona fide* transaction but rather an attempt by H to deprive her of a fair share of the matrimonial assets. She asserted that it was unbelievable that Mr Tay JC would elect H as a nominee shareholder when he, Mr Tay JC, was already a majority shareholder (holding some 8.8 million shares) and with 3 of Mr Tay JC's siblings holding 9 million shares combined. It was also noteworthy that the shareholdings of H and his uncles, Mr Tay Jui Cheow and Mr Teh Jui Kern ("Mr Teh JK"), seemed to have changed in tandem in the past: 495,000 in 1997 to 405,000 in 1998 to 2,100,000 in 2004 and then to 3 million each in 2010. W further observed that the IRAS Certificate of Stamp Duty was an official document which contradicted the company's records as well as Mr Tay JC's and Mr Teo's statements in their affidavits. Finally she argued that there was no good reason for the transfer being made during divorce proceedings since H could have proved that he was a nominee shareholder and that the shares were therefore not part of the matrimonial asset pool. [\[note: 54\]](#)

47 As regards the latter argument, Mr Tay JC deposed that he ordered this transfer because he did not want W to think that these shares belonged to H. [\[note: 55\]](#) Curiously, although H maintained that he was a nominee shareholder, he had also stated on affidavit that "my father did in turn for the transfer of these shares, help me clear off some of my debts incurred through my failed business in Indonesia." [\[note: 56\]](#) This statement casted some doubt on whether the Husband was truly a nominee shareholder in the eyes of Mr Tay JC. Yet another explanation was given by the Husband under cross-examination. He said that the transfer had come about because he had disappointed his father. [\[note: 57\]](#) These vacillations cast a long shadow of doubt on the Husband's evidence that he was a mere nominee of the shares for his father.

48 I now turn to the other possibility that the 3 million shares were initially a gift from Mr Tay JC to the Plaintiff. Nonetheless, they could still be a matrimonial asset if W contributed to their substantial

improvement or if there was substantial improvement through the joint efforts of H and W. There must be a direct causal link between the efforts of the parties and the substantial improvement to the said asset. For example, where a spouse's efforts in the home freed up the other spouse so that he could devote his energy to the running of the business: see *Hoong Khai Soon v Cheng Kwee Eng and another appeal* [1993] 1 SLR(R) 823 at [11].

49 H is the eldest son of the legitimate or first wife of a successful Indonesian businessman who owns a stable of companies. As W contended, it was inherently incredible that H was, as he averred, not involved in the running of any of the companies. There was little doubt in my mind that throughout the marriage, H worked for the companies within what I would loosely call, the "Group" of companies owned by H's father and family. There was evidence that throughout his life, and even throughout the matrimonial proceedings, H had frequently travelled "for business" to Indonesia, China and elsewhere. If all his personal businesses had indeed failed, one wonders why he continues to travel around so much. There was evidence from H himself that he meets "customers" or "business people". Again, H turned evasive when asked who these "customers" or "business people" were and what he was meeting them for. I also found that there was more than ample evidence that W looked after the home and brought up the Son, leaving H free to concentrate on business matters (see below at [91]).

50 In the premises, I found that the shares did form part of the pool of matrimonial assets and that they were worth S\$3m, the stated consideration on the share transfer form for the purposes of stamp duty.

#### Inhil

51 An ACRA search showed that as of 28 December 2009, H was holding 1 million shares, Mr Teh JK was holding 200,000 shares and Madam Tay was holding 800,000 shares in the said company. On 1 September 2010, H transferred his 1 million shares in Inhil to Mr Teh JK. [\[note: 58\]](#) According to an IRAS Consolidated Summary Share Transfer adduced by H, this was carried out for a nominal consideration of S\$1. [\[note: 59\]](#) It was H's evidence, corroborated by Madam Tay in her affidavit [\[note: 60\]](#) that he was a mere nominee of the Inhil shares, did not receive any dividends from them and was not involved in the day-to-day running of the company. [\[note: 61\]](#) Madam Tay further stated that payment for these 1 million shares was made by way of offsetting amounts owed by the Group to Mr Tay JC. [\[note: 62\]](#) This was also supported by company records. [\[note: 63\]](#) Madam Tay also confirmed that on or about 20 June 2010, she directed H to transfer his shares in Inhil to her brother, Mr Teh JK, as she knew about the ongoing divorce proceedings and did not want W to mistakenly believe that the shares were part of H's assets. [\[note: 64\]](#) Again, W took the view that this was not a *bona fide* transaction, citing the suspicious timing of the transfer made.

52 I noted that the shares in Inhil were transferred to H in 1981 (before his marriage to W) and 1985. He would have only been in his early twenties at that time. I was thus inclined to believe that the shares had been put in H's name to hold on behalf of Mr Tay JC as nominee or at the very most that it was a gift. Inhil was the company that developed the Stevens Court property and the evidence before me was that it ceased to trade from March 1996 after the 6 units in Stevens Court development were transferred to persons nominated by Mr Tay JC. There was no direct or indirect evidence that the shares had been substantially improved by W or by H and W jointly. In the premises, I found that, these shares did not form part of the matrimonial assets for division.

#### Singlights

53 H held 600,000 shares of the 1 million shares issued as ordinary share capital of Singlights (60% shareholding). [\[note: 65\]](#) It was not disputed by parties that the shares would form part of the pool of matrimonial assets. However, parties differed as to the value of the shares. According to H, there was no value per share as the net tangible assets of the company were negative. [\[note: 66\]](#) In support of his assertion, H exhibited financial statements of Singlights for the years 2007–2009 which showed that the company was running at a massive loss of S\$3,862,931 for financial year 2009. [\[note: 67\]](#) H further stated that Singlights was only being kept afloat by his putting money into it every month in order to repay the loans it owed. [\[note: 68\]](#) Also, the company had become completely dormant from about 1 January 2010 onwards. [\[note: 69\]](#)

54 The money transfers allegedly keeping Singlights afloat were from various sources. H alleged that loan monies from Madam Tay were used. He also alleged that transfers were made by Sindoko. [\[note: 70\]](#) In this regard, documentary evidence was provided in the form of a UOB funds transfer slip dated 1 June 2010 reflecting S\$200,000 [\[note: 71\]](#) and a slip dated 12 February 2010 reflecting S\$120,313.44 being transferred from Sindoko into Singlights' account. [\[note: 72\]](#) H further claimed that another S\$36,694.60 was transferred from a UOB Term/Fixed Deposit Account (A/C No XXX-XXX-325-X) on 12 February 2010. [\[note: 73\]](#)

55 Curiously, when inspecting Singlights' Statement of Accounts for 2009, I noted that there was a large expense of "Waiver of Amount Owing by Other Receivable" incurred in 2009, and not in 2008, which resulted in a loss of income of S\$3,862,931 as compared to a positive income of S\$265,992 in 2008. [\[note: 74\]](#) No explanation for this expense incurred was given. No explanation was also provided as to why loans like the S\$3,000,000 UOB term loan had been taken by Singlights. Finally, I noted that H received a monthly salary of S\$5009.44 in 2009 from Singlights even though the company was running at a massive loss that financial year. [\[note: 75\]](#) Unfortunately, there was no further information available for earlier or later years as H had refused to provide his IR8A forms. [\[note: 76\]](#)

56 W contended that H lied about Singlights ceasing its business operations as a business search result showed that Singlights was still a live company as at 3 November 2010. [\[note: 77\]](#) She averred that in light of the unsatisfactory explanations pertaining to the transactions shown in the accounts and as no other information/document was given as to the value of the company, the paid up capital of the company, S\$1m, should be used to calculate the value of H's shareholding. Whilst I empathised with this submission, the fact remained that the company had suffered a large financial loss according to the company's *audited* accounts. Without more, I must ascribe a "zero" value to the shares.

#### Sunlight Pte Ltd ("Sunlight")

57 As of 28 September 2010, H owned all the shares (1,000 shares) in Sunlight. [\[note: 78\]](#) Again, there was no dispute between the parties that the shares should form part of the pool of matrimonial assets. However, H's position was that although the computation of the net tangible asset value of each share was S\$393.36 as at 29 September 2010, the audited accounts of the company reflected a loss of S\$37,927 for 2009. [\[note: 79\]](#) H claimed that the loss had come about because Sunlight had entered dormancy and stopped earning revenue from the start of 2009. [\[note: 80\]](#) He also subsequently explained that Sunlight had become dormant as its supplier of coal, PT Citra, had run out of coal and there was thus no more coal to trade. [\[note: 81\]](#)

58 W contended that H had deliberately sunk the business of Sunlight in order to deprive her of her

fair share of the assets. She observed that as at 31 December 2008, Sunlight was earning revenue of S\$12,844,697 and running at a profit of S\$183,436. [\[note: 82\]](#) W submitted that it was too coincidental that the company was profitable until 2008 but that it started running at a loss and then became dormant with no revenue from 2009 when H decided he wanted a divorce. W thus sought to persuade me that the net current asset value of Sunlight as of 31 December 2009, which was S\$393,363, [\[note: 83\]](#) should be included in the pool of matrimonial assets.

59 Although I was not convinced that the evidence before me sufficed to prove on the balance of probabilities that H had deliberately sunk the business of Sunlight, I was of the view that there was no good reason for me to depart from the methodology of valuing the shares according to the net tangible assets of the company per share. I thus accepted W's valuation of S\$393,363.

Sindoko

60 As of 28 September 2010, H was a director but *not* a shareholder of Sindoko. [\[note: 84\]](#) H drew a monthly income of S\$13,001 from the company in the year 2009, but refused to produce further IR8A forms. [\[note: 85\]](#) As at December 2009, approximately 75% of the shares in Sindoko were owned by Madam Pok (1,994,000 out of 2,650,000) and the remainder were owned by a Mr Chu Wei Hua. [\[note: 86\]](#) Again, this was not disclosed by H from the outset and he only provided details following W's discovery of this fact through an ACRA business search.

61 W's position was that Madam Pok was simply a nominee of the Sindoko shares in her name and that the shares were in fact beneficially owned by H. [\[note: 87\]](#) W observed that like her, Madam Pok was completely financially dependent on H. [\[note: 88\]](#) She further questioned Madam Pok's involvement in Sindoko's business. She alleged that Madam Pok was not well educated and did not have any serious work experience besides the clothes company she co-owned with her sister, which was, in any case, mostly run by her sister. [\[note: 89\]](#) W pointed out that Sindoko was based in Singapore but Madam Pok had been based in Malaysia and then Australia. Madam Pok was thus unlikely to have been actively involved in Sindoko's business. [\[note: 90\]](#) W contended that the reasonable conclusion to draw was that Madam Pok was simply a nominee of the Sindoko shares in her name and that the shares were in fact beneficially owned by H. [\[note: 91\]](#) Thus, based on the paid up capital of the company, W asserted that an additional S\$2.65m should be included in the matrimonial pool.

62 In response, H stated that out of her 75% shareholding in Sindoko, Madam Pok had paid for a 55% shareholding in Sindoko from the profits of her Malaysian garment business. [\[note: 92\]](#) He also claimed that she played a vital role in respect of the marketing of coal in Malaysia and was in charge of making the necessary arrangements for Indonesian officials and their wives when they were in Malaysia. [\[note: 93\]](#) It was noted that, interestingly, selling coal from Indonesia is part of his business.

63 However, under cross-examination, H admitted that he had given Madam Pok S\$100,000 as a gift which she used together with her own money and a loan from HSBC to purchase the shares. H also admitted that he had paid for the remaining 20% shareholding in Sindoko in his affidavit. [\[note: 94\]](#) As for Madam Pok's involvement in Sindoko, I observed that H's evidence was contradictory to say the least. He first claimed that Madam Pok only started collecting a salary from Sindoko from 2010 onwards. [\[note: 95\]](#) This did not gel with her alleged involvement in the company. Subsequently, under cross-examination, H averred that Madam Pok never collected a salary from Sindoko and that Madam Pok had stopped acting for the company in the aforementioned role slightly over a year after the

incorporation of Sindoko in 2005. This, I observed, coincided with her move to Australia in 2006.

64 In light of the foregoing, I found that the H had beneficial interest in 20% of the shares in Sindoko and that those shares formed part of the matrimonial pool. There was a dearth of financial information on Sindoko due to H's refusal to make full disclosure of the company's accounts. I was thus inclined to value H's shareholding as being 20% of the company's paid up capital of S\$2.65m which is S\$530,000. I also noted that H's gift of S\$100,000 could be considered his advanced share of the matrimonial assets over and above the S\$530,000 which formed part of the matrimonial assets pool.

PT Kawasan Dinamika Harmonitama (Singapore) ("PT Kawasan Singapore")

65 H was both the director and sole shareholder of PT Kawasan Singapore. [\[note: 96\]](#) An ACRA search indicated that the company had been struck off as at 4 June 2010, [\[note: 97\]](#) a date that is slightly over 3 months after these proceedings were commenced. In any case, the value of the shareholding as W accepted was S\$2 based on the paid up capital of the company. As this was *de minimis*, I ignored this sum in assessing the pool of matrimonial assets.

#### *H's Shareholdings in Foreign Companies*

66 Having dealt with the various Singapore companies, I turn now to H's alleged shareholdings in various companies overseas. The foreign companies in which H was alleged to own shares of were as follows:

- (a) PT Pulau Kundur Prakarsa ("PT Prakarsa");
- (b) PT Sumatra Timur Indonesia ("PT Sumatra");
- (c) PT Sambu Sakti Sawmill ("PT Sambu Sawmill");
- (d) PT Riausakti United Plantations ("PT United Plantations");
- (e) Pulau Sambu Group;
- (f) PT Kawasan Dinamika Harmonitama (Indonesia) ("PT Kawasan Indonesia");
- (g) PT Asri Nusa Mandiri Prima ("PT Asri Nusa");
- (h) PT Citra;;
- (i) Chaozhou Naixing Agriculture & Tourism Development Co Ltd; and
- (j) Hainan Huaxing Property Development Co Ltd

67 I noted that these alleged foreign shareholdings were first raised in W's FIR. Initially, no affidavits from the makers of this report were filed in order to attest to the accuracy of this report. Subsequently, W's solicitors filed the affidavits of one, Ms Penelope Lepeudry, who allegedly lead the investigations and one, Mr Matthew Fleming, who was her boss at the relevant time.

68 At that time, I disallowed the introduction of these affidavits but left the report as it was originally filed for whatever evidential value it may hold. However, on re-reading my notes of the

earlier proceedings in 2012, I noted that I had already ruled that the affidavits verifying the FIR were to be filed. The later order was therefore made in error and should be ignored. What I did make clear to counsel, however, was that what weight I attached to the report as a whole or to any part was quite another matter. I also thought it pertinent to observe in relation to the FIR that many of the allegations contained within it were made following "discreet enquiries". Where no documentary evidence was adduced in support of the various allegations made, I was inclined to place little weight on the report as it remained an unsubstantiated allegation.

69 H's position as regards the companies belonging and/or related to the Sambu Group was that he was merely a nominee holding the shares in these companies on behalf of Mr Tay JC, who was the ultimate beneficial owner of these shares and who exercised full control over the transfer of these shares. H further stated that no payment was ever made for the acquisition and disposal of the shares in the respective companies. His evidence was confirmed by Mr Tay JC in his affidavit of 13 October 2011 as well as by Mr Yaya Neran, the Chief Accountant of the Sambu Group and its various subsidiaries, who filed an affidavit confirming the same on 11 November 2011 based on his "personal knowledge" and on the "secretarial and financial records" of the companies.

70 I noted however that these "secretarial and financial records" were not exhibited as part of his affidavit. I also observed that curiously, the translated notarised deeds adduced by H to show that he no longer owned shares in some of the Indonesian companies [\[note: 98\]](#) disclosed that he transferred his shares shortly before or after the commencement of divorce proceedings. H's explanation that the transfers had been carried out earlier and that he did not know why the transfers were only formalised then was neither particularly satisfactory nor convincing.

71 The number of companies which H held shares in reinforced my view that, as the eldest son of Mr Tay JC, H held a pre-eminent position in the family group. He was also clearly always travelling "for business" which H chose claimed to be only for his ventures that failed. The coincidence of the timing when all these allegedly "nominee" shares were suddenly transferred out of his name entitled a court to draw an adverse inference in relation to his true motive in making the said transfers.

72 Without more information, it proved to be an impossible task to value the shareholdings. However, due to the lack of full and frank disclosure from H from the outset about the assets he had and the values thereof, this court was entitled to draw an adverse inference that H had more assets than what he had disclosed. This court may then accordingly increase W's share of the known matrimonial assets: see *NK v NL* [2007] 3 SLR(R) 743 at [62].

PT Kawasan Dinamika Harmonitama Indonesia ("PT Kawasan Indonesia")

73 I turn now to H's alleged shareholding in PT Kawasan Indonesia. This was another company which H did not initially disclose his interest in. It was undisputed by both parties and supported by extensive documentary evidence that PT Kawasan Indonesia had initially sold 51% of the rights, interest in and ownership of granite on a Mining Area in Indonesia it owned to Equation Resources Pte Ltd ("ERPL"). Further, the total consideration payable to PT Kawasan Indonesia or its nominees was S\$10m including S\$2m by way of an issue of 68,259,385 ERPL shares. Subsequently, PT Kawasan Indonesia sold the remaining 49% of the rights, interest in and ownership of granite on a Mining Area in Indonesia it owned to ERPL for S\$3.5m.

74 W alleged that H had 100% beneficial ownership of this company and that he received all the consideration paid by ERPL which should be included in the pool of matrimonial assets. H's position was that PT Kawasan Indonesia was in fact owned by his brother Mr Tay Yao Tung ("Mr Tay YT") and that he had merely been a nominee. [\[note: 99\]](#) Thus, all monies received from the sale were transferred



to Mr Tay YT. [\[note: 100\]](#) As regards the ERPL shares that were issued to H, he claimed that they were returned to Mr Tay YT. [\[note: 101\]](#) However, subsequently under cross-examination, his evidence changed and he claimed that he had sold the shares and returned the proceeds to Mr Tay YT. H also stated under cross-examination that he had only received a profit or commission of S\$200,000 which he, I must say, rather conveniently, reinvested into PT Citra.

75 H's evidence in this respect is again entirely unsatisfactory and unconvincing. There was no evidence adduced of the alleged transfers to Mr Tay YT or the sale of shares. If H was indeed, as he claimed, only a nominee for Mr Tay YT in these transactions and the company, it behoved him to provide particulars and evidence to substantiate the same. He had failed to do so and again I drew an adverse inference against H and increased W's share of the matrimonial assets as would be just based on the facts and circumstances of this case.

#### *H's Bank Accounts and Insurance Policies*

76 I now turn to H's bank and investment accounts; H had declared the following bank accounts and the value contained within and they form part of the pool of matrimonial assets:

<b>Bank/Investment Account</b>	<b>Value</b>
HSBC Account No XXX-XXXXXX-060	S\$494.26 as at 5 October 2010 <a href="#">[note: 102]</a>
OCBC Easisave Account No XXX-XXX735-XXX	S\$981.98 as at 5 October 2010 <a href="#">[note: 103]</a>
UOB Current Account No XXX-XXX-205-X	S\$82.00 as at 30 June 2011 <a href="#">[note: 104]</a>
UOB High Yield Account No XXX-XXX-636-X	S\$443.99 as at 30 June 2011 <a href="#">[note: 105]</a>
UOB Term/Fixed Deposit Account No XXX-XXX-325-X	S\$96.00
UOB CPF Investment Scheme Account XX-XXX963-X	S\$9,393 as of June 2011 <a href="#">[note: 106]</a>
DBS Vickers Security Account No XXXXXXXX-2071	S\$36.00 as of January 2011 <a href="#">[note: 107]</a>
First State Investments Account No. XXXXX6194	S\$9,676.22 as of 31 May 2011 <a href="#">[note: 108]</a>
	TOTAL AMOUNT: S\$21, 203.45

77 As noted earlier at [15], W claimed that she uncovered 19 bank accounts in H's name but could only obtain balances to 4 of them which amounted to S\$546,361.69. Two of the four are listed above, viz, HSBC Account No XXX-XXXXXX-060 and OCBC Account No XXX-XXX735-XXX. The other 2 were not in H's asset list, viz, OCBC A/C No XXX-XXX-937-XXX with S\$496,168.65 and OCBC A/C No XXX-XXX-936-XXX with S\$48,716.80, both as at 5 October 2010. The remaining 6 accounts above were also in W's list of 19 bank accounts with "unknown balances" at the time she filed her declaration of matrimonial assets. I accepted W's evidence of H's bank accounts as set out above and find that they form part of the matrimonial assets. They amounted to S\$566,088.90.

78 I accepted that H's insurance values have nil surrender value as confirmed in a letter from H's insurance provider, Ace Insurance Ltd. [\[note: 109\]](#)

#### *The Motor Vehicles*



79 As regards the motor vehicles owned by H and W, it was not disputed that H's BMW 740Li and Nissan Elgranda as well as W's BMW 320IXL were part of the pool of matrimonial assets. The following details the motor vehicles and their respective values:

(a) H deposed that the BMW 740Li had an outstanding hire purchase of S\$94,911.58 as at 7 October 2010. Its estimated value as at 31 December 2007 was S\$120,000 and the net value was given as S\$25,088.42. This car appeared to have been sold but no account was given as to the proceeds of sale or sale price.

(b) The Nissan Elgranda was purchased on 3 March 2009. The outstanding hire purchase was given as S\$128,795 as at 30 June 2010. The estimated value as at 30 September 2010 was S\$149,800 and the net value was given as S\$21,005. In March 2012, counsel informed me that it had a value of S\$140,000 and an outstanding hire purchase amount of S\$129,000.

(c) H only revealed ownership of a Mercedes Benz 300 SEL in his affidavit filed on 27 July 2011 but stated there was no value as the car was 20 years old and used by Mr Tay JC. W claimed that based on a second hand website, the market value of the car is S\$39,000.

(d) W has a BMW 320IXL. H asserted that he paid the down-payment and it was on hire purchase from UOB with an outstanding loan as at 15 September 2010 of S\$58,944. The market value then was S\$90,100. W said that H has stopped paying the monthly instalments.

(e) W identified a Lexus but without sufficient particulars except that it was worth S\$138,000. H claimed that it belongs to Madam Tay, not him. As there was no further evidence, I shall leave this aside and not consider this a matrimonial asset.

The parties also disputed the characterisation of several other vehicles as matrimonial assets, viz, a Toyota Van Harrier (in Madam Pok's name, other details unknown) and a Honda CRV in Perth.

80 Having considered the incomplete evidence before me, I found that the vehicles in (a) to (d) above formed part of the matrimonial assets, although the BMW 740Li appeared to have been sold. However, the value of the vehicles were no longer current. They therefore had to be dealt with in the round.

#### *Watches & Jewellery*

81 H claimed during cross-examination that he had bought many expensive watches as well as jewellery for W. In cross-examination, W accepted that H bought her watches like a Rolex, Tag Heuer, Chanel and Gucci. No list or details of this was provided.

82 It is pertinent to note in this regard that the Court of Appeal has held that "pure" inter-spousal gifts (*ie*, inter-spousal gifts where the subject matter of the gifts are not assets acquired by the donor spouse by way of a third-party gift or an inheritance) constitute part of the pool of matrimonial assets for division and are not gifts falling within the scope of s 112(10) of the Women's Charter: see *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 at [46]. However, as there was no evidence of what these items are and both H and W appeared to have bank deposit boxes, I decided to take this in the round as well.

#### ***Summary of my findings***

83 H's evidence on the witness stand was quite appalling. He was often contradictory and his

favourite refuge and refrain was "I cannot remember". He claimed that this was either because of the stroke he suffered in or around April 2010 or that it was "so long ago". However, every now and then in parrying counsel's questions, he showed he was not as mentally handicapped as he claimed. Despite claiming debilitation from a stroke, there was evidence that he was gambling by June or July 2010 and was able to travel from Australia to Resorts World Sentosa no less to do so.

84 H also made many claims of failed businesses, losing huge sums of money at various times, huge debts to diverse persons or companies and having had to pay off persons. However, he was unable to name these persons or companies and constantly lapsed into his convenient refrain that the businesses were in Indonesia and that these payments were to government officials. However, as H repeatedly conceded in cross-examination, he could and did not produce a single shred of evidence to show any evidence of these claims and allegations made by him. Another standard refrain was that in Indonesia, business was done differently and nothing could be in writing. Yet he was able to file some 12 affidavits, obtain affidavits from persons in Indonesia and adduce Notarised Statements from Indonesia backing his claims that the shares in his name had been transferred.

85 There was also clear evidence that H had not made full and frank disclosure of his assets. On the contrary, he tried to hide his assets and was frequently caught out on his inconsistent affidavits and cross-examination thereon. A clear pattern emerged – each time discovery was made of an asset, H belatedly admitted it and attempted to give some explanation or excuse as to his non-disclosure. H also dissipated his assets such as by mortgaging the matrimonial home or "pledging" his shares for loans, of which he was unable state with any clarity or adduce any documentary evidence as to how the monies obtained were spent. Yet for all his claims of impecuniosity, H continued to spend large sums of money on his credit card and was still financially supporting a second family.

86 I also came to the conclusion that H's family was assisting him in these ancillary proceedings. H was the eldest and legitimate son of his father, who is obviously a very successful businessman in Indonesia with a stable of companies. His paternal aunt, Madam Tay, also appeared as a very successful business woman of the same ilk. He also had uncles and brothers or step brothers who are in these family businesses run by H's father and relatives. He also seemed to have good friends, one of whom commenced an action against him for an alleged debt, just after these divorce proceedings began, but filed a Notice of Discontinuance, which H failed to disclose in timely fashion, *before* the full debt was paid.

87 W fared very much better on the witness stand. She listened to the questions and tried to answer them directly. There was no "fencing" with counsel although she was understandably uptight over some sensitive issues. I found her to be an honest witness who took some pains to be accurate and who gave evidence in a straightforward manner.

88 I found that the following were some of the matrimonial assets available for division and where available I put a value thereto:

<b>Asset</b>	<b>Value (S\$)</b>
A. Assets in H's name	
Steven's Court	4,250,000.00
(Without accounting for mortgages)	
Shares in FGA	1,236,043.38
Shares in Tay Aik Leng	3,000,000.00

Shares in Sunlight	393,363.00
Shares in Sindoko	530,000.00
(Not including S\$100,000 given to Madam Pok)	
PT Kawasan Indonesia	No Value Ascribed
H's CPF	297,254.80
H's bank accounts	566,088.90

**B. Assets in W's name**

W's CPF	17,209.65
W's Investments	292,866.65
W's Bank Accounts	121,283.62

89 As I noted and found at the relevant parts of my decision above, there were other matrimonial assets which need not be listed out as they were more conveniently considered in the round on the facts and circumstances of this case.

***My decision on the division of matrimonial assets***

90 I noted from the outset that counsel for H had urged me to adopt a classification methodology (ie, a separation of the matrimonial assets into classes with individual apportionments for each class) as opposed to the global assessment methodology. I was of the view that the classification methodology was not warranted here for the fair and equitable division of the assets involved and accordingly adopted the global assessment methodology. I now turn to the general factors to be considered in determining a just and equitable division of assets.

91 The parties were married for 27 years. However it was H's submission that the relationship with W had ceased long before the commencement of divorce proceedings and both parties agreed that their relationship had been strained within a few years of the marriage. It was undisputed that H was the sole income earner of the marriage and thus the pre-dominant financial contributor to the marriage. However, I find on the available evidence that W made more indirect contributions to the marriage than H gave her credit for. She supervised the maids (whenever they had maids) and took care of the household chores (whenever they did not have maids), and ensured the general upkeep of the home particularly since H was frequently abroad on business. I also found that W contributed significantly to the care and educational needs of the Son. She was the primary caregiver of the Son until he moved out of the matrimonial home in 2009.

92 On the whole, notwithstanding the absence of any direct financial contribution from W to any of the matrimonial assets, I found that it was just and equitable for W to receive a 35% share of the total matrimonial assets on the basis that she had made not insignificant non-financial contributions to the family throughout the subsistence of the 27 years marriage.

93 The known assets with a numerical figure given above at [88] together with the S\$100,000 paid to Madam Pok amounted to S\$10,804,110. I noted that the transactions involving PT Kawasan Indonesia alone involved alleged payment of sums like S\$11.5m (S\$8m + S\$3.5m) and some 68.295

million shares in another company. I also had to bear in mind other assets for which no evidence of value was given due to H's failure to make full and frank disclosure (including the Indonesian property and the shareholdings of various Indonesian companies). All of these formed part of the adverse inference I drew against H. It would not have been unreasonable on the facts to value the matrimonial assets in H's name as amounting to some S\$13,000,000 on a conservative estimate. Against this, I also had to bear in mind those assets in W's name, some S\$431,359.40 which did not include her insurance policies, watches and jewellery.

94 Thus, I found that the fair and just division on the facts and circumstances of this case would be for H to discharge all the mortgages against the Stevens Court property at his own cost and to transfer the same to W unencumbered and ordered the same. Parties got to keep the rest of the assets in their respective names.

95 I ordered that there be a charging order against H's CPF monies unless he complied with the order. H was to discharge all the mortgages within 4 months from the date of my order and was to remove all his personal effects and move out of the Stevens Court property within 1 month from the aforesaid date, leaving behind all furniture and fittings in Stevens Court. H was also to discharge all outgoings, maintenance charges and property tax up to the date of transfer and W shall thereafter be responsible for all such payments after the date of transfer.

## **Maintenance**

96 H proposed a monthly maintenance of S\$5,000. He contended that this sum is reasonable as: [\[note: 110\]](#)

- (a) He was cash-strapped with significant liabilities including medical bills;
- (b) He was not in good health and his earning capacity may therefore be affected; and
- (c) W had exaggerated her role as a mother and homemaker.

He further contended that he lacked the means to make a lump sum payment of maintenance.

97 W sought S\$32,000 monthly maintenance for 15 years, to be paid as a lump sum. At the same time, she offered a discount of about 1.6% if the maintenance was paid in a lump sum. The discounted lump sum maintenance sought was therefore S\$5.67m. W contended that S\$32,000 per month was a reasonable sum as: [\[note: 111\]](#)

- (a) She was already over 50 years old with only primary school qualifications and therefore had no earning capacity;
- (b) Her monthly expenses amounted to approximately S\$33,000;
- (c) She had been used to a life of luxury; and
- (d) H had the financial means to support her at the standard of living she was used to.

98 Section 114(1) of the Women's Charter cites several non-exhaustive factors that the court shall consider when assessing the maintenance that should be paid. It is trite that a purposive interpretation of s 114(2) should be taken and the court ultimately has to aim for the financial preservation of the wife subject to what is practicable and reasonable in view of all the

circumstances.

99 I found W's claim for monthly maintenance of S\$32,000 unrealistically high. Whilst most of her household expenditures totaling approximately S\$6,600 appeared reasonable, her personal expenditure of more than S\$26,000 reflected a lavish and extravagant lifestyle that she did not really have prior to the divorce. W had admitted under cross-examination that various items in the said list of expenses were not provided during the marriage but were things she would like to have. For instance, W claimed a total of S\$78,100 per year for travel expenses (for one long haul trip and three regional trips) despite her own evidence that she hardly went on overseas trips during the marriage because she had to stay home to care for her son.

100 Having already awarded W 35% of the total matrimonial assets which will come by way of the Stevens Court property and by keeping all assets in her name, I was of the view that the sum of money that she was coming into would be sufficient for her to lead a very comfortable lifestyle and I found that the sum of S\$8,000 would be fair and just in this case as monthly maintenance.

101 A further question here was whether this should be a lump sum payment or otherwise. The factors which the court should consider in deciding whether to order a lump sum payment of maintenance were summarised by the Court of Appeal in *Lee Puey Hwa v Tay Cheow Seng* [1991] 2 SLR(R) 196 (at [9]) and these included the needs of the wife as well as the husband's obligations, assets, earning capacity and other available resources.

102 There was much to be said for a clean break solution in the present case. The relationship between H and W had long since irretrievably broken down and both parties mutually distrust one another. I was also not convinced that asking him to make the lump sum payment will effectively cripple H. From H's own evidence and as I have found above at [86], his family is well-heeled and has constantly assisted him in his times of need.

103 I thus awarded W maintenance in a lump sum of S\$1,152,000 which was computed at S\$8,000 per month for a period of 12 years. H was to pay this sum in two tranches: the first within 6 months from the date of my order and the second within 12 months from the date of my order. I further ordered that H start paying W S\$8,000 per month from the date of my order and these monthly sums so paid in the interim shall be deducted from the 2 instalment payments, viz, the first and second instalment shall be S\$528,000 assuming H pays the S\$8,000 promptly each month prior to the instalment payments.

104 Since H had already stated in his affidavit that he intends to continue supporting their son until he finishes his studies and secures a full-time job, I would grant the order for maintenance for the son in the terms sought by W.

## **Conclusion**

105 In summary I made the following orders and granted the following reliefs:

(a) H shall discharge all the mortgages and encumbrances at his cost on the title of Stevens Court within 4 months from the date of this order and transfer Stevens Court to W free from all encumbrances;

(b) In connection with (a) above:

(i) H is to discharge all outgoings and property tax, including maintenance and other

charges up to the date of transfer;

(ii) W shall be entitled to all of H's CPF monies pursuant to s 112 of the Women's Charter. There shall be a Charging order against the CPF monies now standing to the credit of H's CPF Ordinary and Special Accounts ("the Charged Amount") with immediate effect, in terms compliant with the CPF Board's current rules and regulations. ;

which shall be charged against the CPF monies;

(A) The CPF Board is hereby authorised to make payment of the Charged Amount to W in compliance with this order and generally do or cause to be done all acts, deeds and things whatsoever, which may seem to the Board to be necessary or expedient to comply with this Order, including but not limited to notifying W that the CPF Board holds the said payment for W; and

(B) The Charge ordered herein shall be discharged upon H's (1) discharge of all mortgages and encumbrances against Steven's Court at his own cost; and (2) transference of legal title of Steven's Court to W free of encumbrances at H's own cost.

(iii) H is to pay for the legal fees and disbursements, including stamp duty, to effect the transfer of Steven's Court to W;

(iv) H is to remove all his personal effects and items and move out of Steven's Court within 1 month from the date hereof, leaving all furniture and fittings behind; and

(v) in the event H fails to sign any necessary documents and the transfer of title to the W, the Registrar of the Supreme Court of Singapore shall be empowered to sign any such documents and transfer on behalf of H;

(c) In the event H fails to transfer Stevens Court to W as ordered herein, W shall be free to sell Stevens Court in the open market in which event any shortfall between the cost and expenses of selling Stevens Court, paying off the mortgagee(s) and any outgoings and cost and expenses in doing so from the sum of S\$4,250,000 shall be a debt due from H to W and W shall be entitled to enter judgment on such sum together with costs against H;

(d) H shall commence paying the monthly maintenance as ordered at [103] above forthwith and comply with the orders in [103] above in relation to the lump sum maintenance for W;

(e) H shall maintain the Son and pay for his tertiary education as he has agreed and pay the Son's insurance policy premiums until they are all fully paid;

(f) H and W shall keep the assets currently in their respective names;

(g) there shall be liberty to apply and in the event there are any difficulties in implementing my orders made herein; and

(h) if H disobeys these orders made herein, he will be liable to process of execution, for the purposes of compelling him to obey the same.

106 I ordered parties to file their written submissions on costs which should include the suggested quantum and disbursements, by 10 January 2014. On 21 April 2014, I made the following costs order:

- (a) H shall pay W's costs fixed at S\$75,000.
- (b) In addition disbursements totaling to S\$10,153.83 shall be paid by H to W. The breakdown is as follows:
- (i) Photocopying – S\$3,000
  - (ii) Commissioning fees – S\$825
  - (iii) Transport – S\$1,000
  - (iv) E-filing - \$4,828.83
  - (v) Lawnet and other searches – S\$500
- (c) H shall also pay to W investigation fees amounting to S\$25,000.
- 

[\[note: 1\]](#) Defendants written submissions dated 9 March 2012 at [7].

[\[note: 2\]](#) pp 365-366 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 3\]](#) pp 61-62 W's 2<sup>nd</sup> Affidavit 15.09.10.

[\[note: 4\]](#) pp 37-43 W's 2<sup>nd</sup> Affidavit 15.09.10

[\[note: 5\]](#) p 45 W's 2<sup>nd</sup> Affidavit 15.09.10

[\[note: 6\]](#) Transfer Form p 370 Husband's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 7\]](#) [4] – [6] Tay Jui Chuan's 1<sup>st</sup> Affidavit 20.10.10

[\[note: 8\]](#) [10(d)] at p 3 and OCBC Statement at p 48, H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 9\]](#) Court Exhibit marked P-1

[\[note: 10\]](#) [14] H's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 11\]](#) [15] – [20] W's 4<sup>th</sup> Affidavit 11.11.10

[\[note: 12\]](#) [10] H's 4<sup>th</sup> Affidavit 03.12.10

[\[note: 13\]](#) W's 7<sup>th</sup> Affidavit 26.04.11

[\[note: 14\]](#) p 88 W's 6<sup>th</sup> Affidavit 19.01.11

[\[note: 15\]](#) [4] H's 4<sup>th</sup> Affidavit 03.12.10; [32] and [36] H's 7<sup>th</sup> Affidavit 16.02.2011



[\[note: 16\]](#) p 13 H's Final List 11.04.12

[\[note: 17\]](#) [145] W's 7<sup>th</sup> Affidavit 26.04.11; p 77 H's 7<sup>th</sup> Affidavit 16.02.11

[\[note: 18\]](#) [48] W's 6<sup>th</sup> Affidavit 19.01.11

[\[note: 19\]](#) [141] W's 7<sup>th</sup> Affidavit 26.04.11

[\[note: 20\]](#) [50] W's 6<sup>th</sup> Affidavit 19.01.11

[\[note: 21\]](#) [40] H's 7<sup>th</sup> Affidavit 16.02.11

[\[note: 22\]](#) [51] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 23\]](#) NE 4 September 2013

[\[note: 24\]](#) [51(a)] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 25\]](#) Mortgage registered on 08.10.2007, W's 7<sup>th</sup> Affidavit 26.04.2011 p506

[\[note: 26\]](#) NE 5 September 2013

[\[note: 27\]](#) *Ibid.*

[\[note: 28\]](#) [51(a)] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 29\]](#) NE 25 September 2013

[\[note: 30\]](#) Forensic Investigation Report, p 700, W's 7<sup>th</sup> Affidavit 26.04.11

[\[note: 31\]](#) [80] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 32\]](#) NE 25 September 2013

[\[note: 33\]](#) [42(c)] H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 34\]](#) p 200 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 35\]](#) [166] W's 7<sup>th</sup> Affidavit 26.04.11

[\[note: 36\]](#) [167] W's 7<sup>th</sup> Affidavit 26.04. 11; p 77 H's 7<sup>th</sup> Affidavit 16.02.11

[\[note: 37\]](#) [27] Husband's 4<sup>th</sup> Affidavit 03.12.10; Loan Statement pp 20-21 Husband's 4<sup>th</sup> Affidavit 03.12.2010

[\[note: 38\]](#) [19]-[20] Husband's 8<sup>th</sup> Affidavit 17.03.11; S&P Agreement pp 90-92 Husband's 8<sup>th</sup> Affidavit

17.03.2011

[\[note: 39\]](#) NE 4 September 2013

[\[note: 40\]](#) pp 71 and 77 H's 7<sup>th</sup> Affidavit 16.02.2011

[\[note: 41\]](#) NE 4 September 2013

[\[note: 42\]](#) NE 5 September 2013

[\[note: 43\]](#) Tay Ban Geok's 2<sup>nd</sup> Affidavit 17.03.11 at [4]-[6]

[\[note: 44\]](#) IRAS Declaration Form IR8A p 19 H's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 45\]](#) Item No. 32, p 5 W's Declaration of the Value of Matrimonial Assets 21.11.11

[\[note: 46\]](#) [14(a)] H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 47\]](#) IRAS Certificate of Stamp Duty p 42 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 48\]](#) IRAS Certificate of Stamp Duty p 42 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 49\]](#) [47] H's 7<sup>th</sup> Affidavit 16.02.11

[\[note: 50\]](#) [16]-[17] H's 3<sup>rd</sup> Affidavit 03.12.10

[\[note: 51\]](#) [6] Tay Jui Chuan's 2<sup>nd</sup> Affidavit 03.12.10

[\[note: 52\]](#) pp 36, 39 and 44 H's 7<sup>th</sup> Affidavit 16.02.11

[\[note: 53\]](#) [4]-[5] Teo Chor Huan 1<sup>st</sup> Affidavit 16.02.2011

[\[note: 54\]](#) Tab 3 [10(c)] W's Submissions 09.03.12, l, i

[\[note: 55\]](#) [7] Tay Jui Chuan's 2<sup>nd</sup> Affidavit 03.12.10

[\[note: 56\]](#) [46] Husband's 7<sup>th</sup> Affidavit 16.02.2011

[\[note: 57\]](#) NE 5 September 2013.

[\[note: 58\]](#) IRAS Consolidated Summary Share Transfer p 43 H's 2<sup>nd</sup> Affidavit 07.10.10 and Company Records p 16 H's 4<sup>th</sup> Affidavit 03.12.10

[\[note: 59\]](#) IRAS Consolidated Summary Share Transfer p 43 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 60\]](#) [4]-[10] Tay Ban Geok's 1<sup>st</sup> Affidavit 03.12.10

[\[note: 61\]](#) [16]-[17] H's 4<sup>th</sup> Affidavit 03.12.10

[\[note: 62\]](#) [4] Tay Ban Geok's 1<sup>st</sup> Affidavit 03.12.10

[\[note: 63\]](#) p 16 H's 4<sup>th</sup> Affidavit 03.12.10

[\[note: 64\]](#) [10] Tay Ban Geok's 1<sup>st</sup> Affidavit 03.12.10

[\[note: 65\]](#) p 70 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 66\]](#) [14(a)] H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 67\]](#) p 186 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 68\]](#) [23] H's 4<sup>th</sup> Affidavit 03.12.10

[\[note: 69\]](#) [19(ii)], pp 185 and 192 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 70\]](#) [52] Husband's 3<sup>rd</sup> Affidavit 11.11.10

[\[note: 71\]](#) p 22 H's 3<sup>rd</sup> Affidavit 11.11.10

[\[note: 72\]](#) p 150 Husband's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 73\]](#) [95(e)] Husband's 10<sup>th</sup> Affidavit 27.07.11; UOB Statement p 396 Husband's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 74\]](#) Singlights Pte Ltd Statement of Accounts 2009 p 186 H's 2<sup>nd</sup> Affidavit

[\[note: 75\]](#) p 21 H's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 76\]](#) [5.1] Husband's 7<sup>th</sup> Affidavit 17.03.11

[\[note: 77\]](#) p 28-29 W's 4<sup>th</sup> Affidavit 11.11.10

[\[note: 78\]](#) ACCRA search p 65 & 72 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 79\]](#) [14(a)] H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 80\]](#) [19(1)(a)(ii)] H's 2<sup>nd</sup> Affidavit 07.10.10; Sunlight's Statement of Accounts 2009 H's 2<sup>nd</sup> Affidavit 07.10.10 p 103

[\[note: 81\]](#) [24] H's 4<sup>th</sup> Affidavit 03.12.10; [56] H's 7<sup>th</sup> Affidavit 16.02.11; [14] H's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 82\]](#) Sunlight's Profit and Loss Statement for 2009 p 103 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 83\]](#) Item No. 34 p 6 Declaration of the Value of Matrimonial Assets; Sunlight's Balance Sheet as at 31 December 2009 p 102 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 84\]](#) ACRA search p 65 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 85\]](#) IR8A p 19 Husband's 8<sup>th</sup> Affidavit 17.03.11

[\[note: 86\]](#) Company's search p 94 W's 6<sup>th</sup> Affidavit 19.01.11

[\[note: 87\]](#) Ibid at [137]

[\[note: 88\]](#) [141] Wife's 7<sup>th</sup> Affidavit 26.04.11

[\[note: 89\]](#) Ibid at [134]

[\[note: 90\]](#) Ibid at [135]

[\[note: 91\]](#) Ibid at [137]

[\[note: 92\]](#) [55]-[56] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 93\]](#) Ibid at [58]

[\[note: 94\]](#) [55]-[56] H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 95\]](#) [58] Husband's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 96\]](#) ACRA search p 65 H's 1<sup>st</sup> Affidavit 07.10.10

[\[note: 97\]](#) p 41 H's 2<sup>nd</sup> Affidavit 07.10.10

[\[note: 98\]](#) PT Sambu Sakti Sawmill; PT Sumatra Timur Indonesia and PT Pulau Kundur Prakarsa.

[\[note: 99\]](#) [83i] Husband's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 100\]](#) [83i] Husband's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 101\]](#) [83i(ii)] Husband's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 102\]](#) HSBC Statement H's 1<sup>st</sup> Affidavit 07.10.2010 p 364

[\[note: 103\]](#) OCBC Statement H's 1<sup>st</sup> Affidavit 07.10.2010 p 48

[\[note: 104\]](#) p 319 H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 105\]](#) p 365 H's 10<sup>th</sup> Affidavit 27.07.11

[\[note: 106\]](#) UOB Cash Statement H's 10<sup>th</sup> Affidavit 27.07.11 p 394

[\[note: 107\]](#) DBS Vickers Consolidated Monthly Statement for Jan 2011 H's 10<sup>th</sup> Affidavit 27.07.11 p421

[\[note: 108\]](#) First State Investments Statement for May 2011 H's 10<sup>th</sup> Affidavit 27.07.11 p428

[\[note: 109\]](#) Letter dated 06 January 2011 from Ace Insurance Ltd H's 8<sup>th</sup> Affidavit 17.03.11 p22

[\[note: 110\]](#) H's submissions 07.03.12 at pp 57–59

[\[note: 111\]](#) W's submissions 07.03.12 at paras 37–70.

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