

Wong Kok Yee v Ng Ming San
[2008] SGHC 8

Case Number : DT 5119/2004
Decision Date : 14 January 2008
Tribunal/Court : High Court
Coram : Choo Han Teck J
Counsel Name(s) : Chandra Mohan and Ng Jin (Rajah & Tann) for the petitioner; Helen Chia (Clifford Law Corporation) for the respondent
Parties : Wong Kok Yee — Ng Ming San

Family Law

14 January 2008

Choo Han Teck J:

1 The two principal issues in these proceedings concerned the division of matrimonial assets and the maintenance for the petitioner wife, who is 62 years old. The respondent is 59 years old. They have a son, now 37 years old. The parties were both chartered accountants. The petitioner had a career beginning in 1971 as an assessment officer at the Inland Revenue Department and retired in February 2006 from her accountancy firm of TeoFoongWongLCLoong. The respondent continues to work as a remisier. There were stretches when the respondent was not employed, namely, 1988 to 1989, three months in 1991, and two or three years prior to 1994. They had been married for about 36 years.

2 Although the exact figures were disputed, it appeared to me that the petitioner earned more than the respondent from 1971 to 2005, when they were already living apart. Mr Chandra Mohan ("Mr Mohan"), counsel for the petitioner submitted that his client had earned \$5,289,744 whilst the respondent claimed to have earned \$1,154,761. Mr Mohan submitted that the respondent in fact earned only \$869,596.

3 The petitioner has four properties in Singapore in her name. They are a house at Moonbeam Terrace valued at \$3.6m ("the Moonbeam property"); an apartment at Hollywood Apartments valued at \$1m; an apartment at Francis Court valued at \$528,000; and an apartment at Tanglin Regency valued at \$850,000. She also has two properties in Malaysia valued at M\$90,000 and M\$420,000 respectively. Miss Helen Chia, counsel for the respondent submitted that her client has only an apartment at Francis Court valued at \$660,000.

4 The respondent was not claiming for a share in any of the properties held by the petitioner in her own name but he wanted a share in the Moonbeam property which he said was the matrimonial home, purchased in 1982 or 1983 for \$600,000. However, he said that it was initially purchased "with a view for it to be an investment." They moved into the house and turned it into their matrimonial home when it was not feasible to rent it out. He claimed that he contributed \$155,900 or 26% towards the mortgage payment of this house and thus claimed a share in it as his due. This was the only asset in dispute. The petitioner had asked for maintenance but Mr Mohan submitted that if the court decided against any share in the Moonbeam property for the respondent the petition would forego her claim to maintenance.

5 The petitioner claimed that the Moonbeam property purchased at \$600,000 was paid by her from money obtained as follows. She paid \$90,000 from her CPF account, \$400,000 from a loan from Singapore Finance, \$60,000 from her brother and \$50,000 from her cousin. These payments were not disputed. It was the claim of \$155,900 mortgage payments that was disputed. On this point, there was scarcely any documentary proof to support the respondent's position. Furthermore, for the record, he had appeared to be less forthcoming in producing documentation than the petitioner. The respondent also appeared to be less willing to disclose details of his yearly income.

6 In deciding that he should have no share in the Moonbeam property, I also took into account the effort put in by the petitioner in bringing up their son, whose affidavit evidence supported the petitioner's account. The willingness to forego her maintenance was only a minor factor in my decision. There was an undertaking in writing by the respondent that he would lay no claim on the said property. This was signed before an elder in their Church on 11 July 1999 and purportedly in consideration of the petitioner's forbearance to claim monetary debts owed by the respondent to her. The respondent now claimed that he signed it under duress.

7 I am satisfied that the respondent had not made any significant, if any, contribution towards the acquisition of the Moonbeam property. He claimed that part of the purchase price came from the sale of their first matrimonial property at Mount Sinai. I found the petitioner's account more plausible, namely, that she paid for the full purchase price of \$135,000 for this property in 1977.

8 I, therefore, disallowed the respondent's claim for a share in the Moonbeam property. I further ordered that each party retain the assets in his or her sole name, and that there be no order for maintenance.

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