

Pang Rosaline v Chan Kong Chin
[2009] SGHC 39

Case Number : DT 5148/2005
Decision Date : 18 February 2009
Tribunal/Court : High Court
Coram : Lai Siu Chiu J
Counsel Name(s) : Soo Poh Huat (Soo Poh Huat & Co) for the petitioner; Goh Siok Leng (Christina Goh & Co) for the respondent
Parties : Pang Rosaline — Chan Kong Chin

Family Law

18 February 2009

Lai Siu Chiu J:

1 This case involved the determination of ancillary matters pursuant to a decree nisi that was granted to Rosaline Pang ("the wife") against Chan Kong Chin ("the husband") by the Family Court on 2 June 2006. The uncontested divorce petition was based on the husband's unreasonable behaviour. The parties had been married for almost 32 years (since 23 August 1974) by the time the decree nisi was granted. Presently, both are 60 years of age.

2 When the ancillary matters came on for hearing before this court, I made the following orders:

(a) the property situated at No. 2 Marine Vista #18-73, Neptune Court, Singapore 449026 ("the flat") shall be sold within 180 days of the date of my order and the sale proceeds less sale and incidental expenses shall be apportioned 20% and 80% respectively in favour of the wife and the husband.

(b) the property at No 17A Sennett Road, Singapore 466797 ("the matrimonial home") shall be sold in the open market within 12 months of the date of my order and the sale proceeds less sale and incidental expenses shall be apportioned 40% and 60% respectively in favour of the wife and the husband.

(c) the husband shall pay the wife half of the sale proceeds of the CMG Global 100 Fund amounting to \$17,910.72 forthwith.

(d) the husband shall also pay the wife when they are sold, half of the sale proceeds of the United Global Telecoms Fund and United Japan Growth Fund.

(e) there shall be no maintenance for the wife or Chan Wai Keat ("the son") from the husband save that if the son gains admission to a local or overseas university on a full-time course, prior notification is to be given to the husband and his consent obtained thereto. The husband shall then pay 80% of the son's university fees and reasonable living expenses including airfare (if applicable) to and from Singapore and the wife shall pay the remaining 20%.

(f) each party shall retain his/her own assets.

(g) costs of the divorce proceedings to the wife fixed at \$1,500 together with disbursements on a reimbursement basis.

(h) the parties to have liberty to apply on the sale of either property.

(i) no order for costs for the ancillary hearings.

3 The wife is dissatisfied with all the orders I made and has filed a notice of appeal (in Civil Appeal No 168 of 2008) against my decision.

The facts

4 The affidavits and affidavits of assets and means filed by the parties revealed the undisputed facts set out in paragraphs [5] to [19] below.

5 The wife graduated with a Bachelor of Social Science degree from the University of Singapore in 1971. She worked as a social welfare officer with the Ministry of Community Development and Sports until her retirement in January 2004. Thereafter, the wife worked as a part-time administrative assistant with the National Library Board ("the NLB") from October to December 2006.

6 On 22 November 2004, the wife registered a sole-proprietorship called Family Treasures Publication ("the business") which sold her cookbook called "Family Treasures" ("the cookbook").

7 The husband graduated from the University of Singapore in 1974 with a Bachelor of Architecture degree. He worked as an architect in the private sector before joining the Public Works Department ("PWD") in January 1975. He continued working at the PWD until his voluntary retirement in April 1999.

8 In February 2002, the husband found employment with Kimly Construction Pte Ltd ("the company") as a senior manager and is currently still with the company. His gross monthly salary (as at 15 November 2007 when he filed his second affidavit) was \$6,200.

9 When they retired from their respective positions with the government, the couple received their pensions. Both opted to receive their pensions partly in a lump sum and partly by way of monthly payments. The wife received a lump sum of \$170,194.32 while the husband received \$213,149.98 (which he invested in unit trusts). The wife's monthly pension amount is \$1,906.80 while the husband receives \$2,131.50. The couple will be paid their monthly pensions until their deaths.

10 The couple has two children. The son is 23 years of age (born on 11 November 1985) while their daughter Caitlin Chan Lai Kuen ("the daughter"), is older (born on 18 January 1978) and is presently residing and working in England, after obtaining an accountancy degree from Leeds University followed by a master's degree from Reading University. The son is doing his national service after having obtained a diploma in commerce from Ngee Ann Polytechnic. He intends to further his studies (at Warwick University) after his discharge from the army.

11 After their marriage, the couple opened a joint account with United Overseas Bank Ltd ("UOB") no. 119-XXX-XXX-X ("the joint account"). Both husband and wife credited their monthly salaries into the joint account and withdrew funds therefrom to pay for household and living expenses.

12 The husband has since his university days also maintained an account with Post Office Savings Bank (POSB) no. 097-XXXXX-X ("the POSB account") into which he deposited monies to pay for the

children's school fees. After he commenced employment with the company, the husband opened another POSB account no. 172-XXXXX-X ("the second POSB account") into which he deposited his monthly salary and from which he paid his expenses.

13 The wife, on her part, maintains a separate account with UOB no. 351-XXX-XXX-X into which her monthly pension is paid. She claimed it was opened at the husband's request while he said it was to set aside monies she inherited from her late father. The wife also has two accounts with POSB, an account with Development Bank of Singapore (DBS) and one with Maybank.

The affidavits

14 The couple filed four affidavits each while the son filed one affidavit (in support of the wife). The parties' first affidavits of assets and means were filed in December 2006. A number of their subsequent affidavits were filed pursuant to court orders.

15 The flat (99 years leasehold) was purchased for \$55,450 in November 1980 in the parties' joint names (neither party could recall the exact date of purchase) and the purchase price was wholly paid by the husband with a housing loan from Credit POSB. The monthly mortgage instalment and conservancy charges were deducted from the husband's salary between 1980 and 1992. The purchase price has been fully paid by the husband. The couple moved into the flat in late 1983 and moved to the matrimonial home after the latter was acquired. After their marriage and prior to acquiring and moving into the flat, the couple stayed with the husband's parents, his two maternal aunts and his younger brother. The wife (by her own admission) did no housework as there was a maid and the husband's old nanny in the house. Consequently, after the daughter was born, there were people to look after her while the couple were at work.

16 The matrimonial home was purchased in August 1992 in the parties' joint names for \$775,000. The husband and wife contributed \$253,000 and \$164,000 respectively towards the purchase price from their CPF savings. The husband also paid the stamp and legal fees totalling \$34,535 from his CPF account. The husband obtained a loan of \$308,000 under the Government Officers' Housing Loan scheme to part-finance the purchase and borrowed a further \$60,000 from his mother. The monthly mortgage instalment of \$2,849 was serviced by \$1,289 from the husband's CPF contributions while \$828 was deducted from the wife's CPF contributions. The balance of \$732 was deducted from the husband's salary before it was paid into the joint account. There was no mortgage on the matrimonial home at the time of the hearing as the couple used their CPF savings to redeem the government loan. The matrimonial home was valued at \$1.45m as of 29 August 2008 while the flat was valued at \$1m.

17 In 1994, the couple jointly purchased a property in Qingdao, Shandong province, China ("the Qingdao property") for \$38,340 which was sold for \$26,838 in 2006 and the sum was deposited into the joint account.

18 The husband has negligible savings in his CPF account as he withdrew therefrom \$60,000 in November 2005 and \$76,088.37 in June 2003. The wife has \$13,862.02 in her CPF account. She had withdrawn \$127,296.97 and \$12,602.01 from the same on 3 February 2004 and on 13 February 2004 respectively, after she attained 55 years of age.

19 The parties' joint investments are:

(a) \$10,000 in United Global Telecoms Fund;

(b) \$20,000 in United Japan Growth Fund;

(c) \$50,000 in CMG Global 100;

(d) membership in Qingdao Huashan Intentional Country Club ("the country club membership") purchased for \$24,480 which the wife claimed was worth about \$80,000 (RMB398,000);

(e) membership of Palm Golf and Country Club ("the golf club membership") in Malaysia purchased for MR48,000/- The husband estimated that the golf club membership was worth \$1,700/- against a transfer fee of \$1,300/-.

(i) The wife's affidavits

20 As a part-time employee of the NLB, the wife deposed she earned about \$960 gross per month with \$839.50 as her take-home pay. Her monthly income from the sale of the cookbook was variable as it depended on the number of books she could sell. When she launched the business in 2004, she printed 2,000 copies of the cookbook. She received \$6,076.77 for the sale of the cookbook but incurred expenses of \$27,442.05 thereby incurring a loss of \$21,365.28 which loss was reflected in her income tax for the year of assessment 2005. Similarly, the wife incurred a loss of \$3,525.80 on selling the cookbook for year of assessment 2006. The wife deposed that the business was not meant to make money as the cookbook was a labour of love on her part dedicated to her two children and their future families. As at the date of filing of her first affidavit, the wife had a balance of 1,600 copies left of the cookbook. The wife promotes the cookbook on the internet through two websites as she is unable to sell them in book stores. (Although she did not give him credit and in fact criticised his role in her affidavits, the wife acknowledged the husband's contribution to the photographs of the dishes in the cookbook itself).

21 Around 1980, the husband contracted cancer of the chest wall and went to England for chemotherapy. The wife took leave (without pay) to accompany the husband to London and to take care of him. The couple left the daughter in the care of the husband's cousin while they were away. After a four month stay, the couple left London in early 1982 to return to Singapore for the husband to continue with his treatment. They purchased the flat after their return but continued to live with the husband's parents for a year before moving into the flat.

22 Both before and after the couple moved into the matrimonial home, the flat was rented out over the years to various tenants and the rent was deposited into the joint account. Prior to October 2006, the husband rented out the flat solely. After that date, the wife leased out the flat but would not disclose the details to the husband and refused to allow him access to enable him to have the flat valued professionally.

23 In 2001, the wife contracted breast cancer and underwent a mastectomy of both breasts. Subsequently (with the husband's encouragement to prevent a relapse according to him), she took a course of Tamoxifen (a drug) with John Hopkins Hospital.

24 The wife purchased a Subaru car no. SDF 3516 E ("the car") and alleged that the husband used it to her exclusion as if it was his car. The wife deposed that she took a loan of \$60,000 (on which she paid interest of \$9,952.25) to part-finance her purchase of the car. Just after she retired in January 2004, the wife repaid \$35,556.69 on the car loan using funds from her pension. She complained that although he could afford to, as he was by then in the employment of the company, the husband did not offer to settle the car loan. The wife deposed that the car was no longer in her possession (but did not elaborate).

25 The wife alleged that the husband used monies from the joint account to pay his personal income

tax and there was no evidence to support his claim that he had reimbursed such withdrawals. She claimed (which the husband disputed) that she was unaware until 2003 that the husband had found employment in 2002 with the company. Thinking he was retired while she was still working, she deposited her salary into the joint account to defray the household expenses including marketing, the maid's salary and levy, utilities and telephone charges, property tax and maintenance charges for the two Neptune Court flats etc.

26 The wife estimated her monthly expenses at \$4,232.45 excluding a sum of \$204.60 to help support her mother. She claimed she supported the son by paying for his driving lessons, telephone bills, clothes, meals, medical bills and medicines, hockey equipment (for ice hockey) which expenses totalled \$669.31 per month. The wife requested \$1,693.63 as monthly maintenance for the son taking into consideration his National Service allowance of \$450. (The husband claimed he gave the son a monthly allowance of \$480). Although she claimed she needed \$4,232.45 per month against her pension sum of \$1,900, the wife criticised the husband's monthly expenditure of \$2,562.50 as excessive and alleged he did not pay for many items listed in his expenses.

27 The wife has two insurance policies (one endowment and the other life). She owns shares in SingTel and in certain unit trusts. She also has two long term fixed deposits with UOB and two safe deposit boxes where she kept the children's jewellery and gifts from their grandparents. The husband has his own insurance policy, investments in unit trusts and two other bank accounts with UOB, one a current account while the other was a savings account. He has his own safe deposit box.

28 Throughout her affidavits, the wife consistently maintained that she had directly contributed to the marriage by her salary as well as indirectly by taking care of the husband, the children and the household (which the husband denied on the basis that the family employed maids and he played his part as a father). The wife believed that the husband had more assets than what he had disclosed which belief prompted her to apply to court for discovery against him. I should add that the husband made and succeeded, in similar applications against her. Each party had to furnish to the other its bank statements, income tax assessments and other documents. I shall return to the discovery applications later.

(ii) The husband's affidavits

29 The husband's first affidavit of means was brief to the extreme. He barely complied with Rule 52 of the Women's Charter (Matrimonial Proceedings) Rules Cap 353 R 4 2006 edition. He did not disclose the Qingdao property or the golf club membership. Instead of setting out information on his assets in the text of his first affidavit, the husband chose to exhibit documents that showed his assets (such as a letter from the Permanent Secretary of the Ministry of National Development approving his retirement gratuity of \$213,148.98) without offering any explanation. I have no doubt he made selective disclosure of his assets in his first affidavit. It was in his later affidavits that the husband furnished more information on his and the parties' assets, after he was ordered to provide discovery (for which he filed three affidavits) pursuant to the wife's applications.

30 In his second affidavit, the husband accused the wife of making unilateral withdrawals approximating \$30,000 from and cleaning out, the joint account while the divorce proceedings were pending.

31 The husband claimed that the daughter's university education in England (1997-2001) which cost about \$200,000 was funded from the inheritance he received from his late mother (who passed away on 28 October 1996). The husband's late mother had further bequeathed to him (and his three siblings) her flat at No. 5 Marine Vista #02-47, Neptune Court ("the mother's flat"). The wife claimed

the mother's flat as part of the matrimonial assets on the basis that the husband had used monies from the joint account to pay for the outgoings (maintenance and property tax). The husband disputed her claim pointing out that the couple never lived in the mother's flat and that he used his own funds from the second POSB account in [12] to pay for its upkeep. Prior to the opening of the second POSB account, he said he had no bank account from which he could pay the outgoings of the mother's flat other than from the joint account.

32 Although the husband confirmed that the wife accompanied him to London when he sought medical treatment there, he claimed that she hardly took care of him for the reason that the couple stayed with a relative of his who cooked for him when the husband was not undergoing chemotherapy at the hospital. When the husband was warded for treatment, the wife would visit him for no more than an hour before she left to go shopping or to do her own things.

33 On the other hand, the husband deposed (which the wife disputed) that when the wife was hospitalised for her mastectomy operation, he kept her company and brought books for her to read. After she was discharged from hospital, he drove her to and from hospital for her check-ups, gave her moral support and trawled the internet to find out how the wife could improve her health and chances of survival.

34 It was the husband's case that both parties paid their monthly salaries into the joint account when they were government servants. They withdrew monies therefrom to defray their monthly expenses which included marketing, the maid's salary, utilities, expenses of first the daughter and then the son, entertainment expenses as well personal expenses (including income tax payment), upkeep of the car and holiday/travel expenses. After the couple moved into the flat and later the matrimonial home, each withdrew an agreed sum of \$180 every month from the joint account for personal use.

35 After he started working with the company, the husband opened the second POSB account in [12]. He paid his monthly salary into the second POSB account and paid therefrom (i) the property tax for the flat, the matrimonial home and the mother's flat; (ii) the maintenance for both flats; (iii) the son's pocket money, school expenses and tuition fees; (iv) family holidays and entertainment; (v) maintenance for the car; (vi) maid's levy and (vii) miscellaneous household expenses.

36 The husband complained that he was unaware of the particulars of the last tenancy of the flat as the wife rented it out without his knowledge and consent and refused to provide him with any information of the same. Previously, the wife had willingly left it to him to manage, maintain and rent out the flat without any involvement on her part. He would pay the rent into the joint account. The husband contended the wife made no monetary contribution whatsoever towards the acquisition of the flat – the mortgage instalments for the Credit POSB loan were deducted from his salary before the balance was paid into the joint account.

37 The husband further disputed the wife's other alleged contributions (direct and indirect) towards the marriage. He contended she had over-exaggerated her role as a mother and home-maker. The daughter was fed mostly commercially available baby food and ever since the daughter was a toddler, there were maids to look after her. Neither did the wife take time off from her work when the children were ill. Nor did she take leave to plan their birthday parties as she claimed. He said he was a "hands-on" father where the daughter was concerned and exhibited birthday cards from the daughter that testified to her close and affectionate relationship with him. The husband did not have the same relationship with the son for which he blamed the wife.

38 The husband denied the wife cooked meals at home. Once a new maid had learnt to cook, the

wife would no longer have to cook or supervise the cooking. She merely told the maids what to cook. In any case the family did not have meals at home on public holidays and weekends but ate outside.

39 As for the matrimonial home, the husband did not deny the wife's contributions towards the purchase price by her CPF savings, both for the initial down-payment as well as servicing of the monthly mortgage instalments for the government loan. However, his monetary contributions consistently exceeded hers between 1989 and 1999 due to his higher salary when he worked for the PWD. At the hearing, the husband's counsel tabulated the parties' earnings (based on their income tax assessments) for the years 1989 to 1999 (see para 34 of the husband's submissions) as proof of her client's higher contribution and therefore his entitlement to a greater share to the matrimonial home.

40 The husband deposed that prior to June 2006 (when the last tenant he secured vacated the flat), he alone found tenants for the flat, dealt with housing agents and looked after the flat without any objections from the wife. All repair costs came from the joint account until the wife's retirement after which the same were paid from the husband's second POSB account. He disclosed the six tenants he had secured for the flat between June 1993 and June 1996 as well as the rent they paid.

41 As for the car in [24], the husband agreed that he used it to go to work and, on weekends he used it for the family including doing the marketing, for outings and driving the son to/from tuition. The husband deposed he had contributed approximately \$27,176.00 (cheque payment of \$9,000 plus rebate of \$14,880 for its preferential additional registration fees ["PARF"] from the scrap value of his previous Renault car) towards the purchase and that he bore all the car's expenses which included petrol, servicing, repairs, road tax and insurance. Even after their divorce, the husband was willing to carry on being the family chauffeur but the wife refused to sit in the car with him or drive the car herself. He denied that he criticised her driving; she chose not to drive after she had an accident in the early 1990s with the Renault car.

42 The husband accused the wife of monopolising the son on weekends. He criticised her for spoiling the son by not discussing with him the expenditure the son required for an expensive hobby like ice hockey and for not teaching the son correct values especially in money management. The husband pointed out that the son did not do anything for a year after he completed his Ngee Ann Polytechnic diploma and before national service. (The son denied this allegation in his affidavit claiming he held a succession of odd jobs for some months).

43 The wife had complained in her first affidavit that the husband expected her to bear half the daughter's outstanding bills after her retirement. The husband explained that the daughter ran up a hefty debt on her credit card in 2004 (on the purchase of branded goods according to his counsel) in her first working year. The husband said that as he had just spent \$17,000 on a family trip to Egypt in June that year and he did not want his bank balance to become dangerously low, he requested the wife's assistance to settle half the daughter's debt, to which the wife readily agreed. He said he did not coerce nor force her nor did the money come from her savings as the wife alleged as it came from the joint account (which the wife disputed). I noted that according to the daughter's email to the husband (exhibited as CKC-28 in his fourth affidavit) the debt was estimated to be around \$62,000.

44 The husband indicated he was not interested in retaining the golf club membership. He asserted that if the wife felt that the same was worth a lot of money, he was happy to let her buy over his share as she too played golf while he had not played at the golf course since end 2005. If the wife did not want to buy over the golf club membership, the husband proposed that it be sold and the net sale proceeds (less transfer fee and related expenses) be divided equally between the parties. If there was a loss arising from the sale, it should similarly be borne equally by the parties.

45 The husband made the same argument on the country club membership. If the wife thought the same was worth considerably more (\$80,000) than his estimate, the husband proposed that she bought over his share. If she refused, then the country club membership should be sold and the net sale proceeds or losses divided equally between the parties. The husband added that the country club membership was in doubt as the developer had sold off the club to a third party.

46 The husband pointed out that monies in the joint account obtained from the rent of the flat went to pay the utilities. After the wife cleaned out the account, he refused to pay the outstanding utilities bills. In October 2007 however, his solicitors had written to the wife to say that the husband would contribute a portion towards the household expenses but the wife did not reply.

47 The husband demanded that the wife explain what she had done with the sums she had taken from the joint account. In an affidavit, the wife explained that she spent the monies on the son and on household expenses. According to the husband, the wife utilised \$62,356.42 from monies in the joint account over two years.

48 By the husband's reckoning, the wife had \$111,481 left as her savings after her CPF withdrawals and her lump sum pension, based on her bank deposits and credit balances. He criticised her expenditure and opined that if she did not have sufficient funds to live on despite her monthly pension, she should have to learn to live within her means. (By her own admission [para 17.1 of her affidavit filed 17 April 2008], the wife's major expenses were on cosmetics and beauty treatments throughout the years of marriage).

The discovery applications

49 It would be appropriate at this juncture to take a closer look at the documents furnished by each party pursuant to discovery applications made by the other.

50 On the wife's part, she was required to disclose information/documents of how she had spent monies from the joint account from February 2006 until 24 December 2007. According to her, the balance of the joint account on 8 February 2006 was \$27,236.25 the bulk of which monies comprised the sale proceeds of \$26,838 from the Qingdao property at [17]. She then disclosed particulars of the last tenancy of the flat procured by her, the rent she collected and the outgoings she incurred. Contrary to the husband's assertion, the wife complained that the monthly rental of \$1,400 was insufficient to cover household expenses. Further, he refused to allow her to use monies from the joint account to defray the cost of printing the cookbook. She complained that after her retirement, the husband made her reimburse the expenses she incurred on her supplementary Visa credit card before he terminated the card altogether after she filed these proceedings.

51 After she filed the divorce petition in 2005, the wife said she decided to take matters into her own hands and secure a tenant for the flat to ensure that the rent was paid into the joint account. She denied she had agreed with the husband that after her retirement, she would take care of the marketing while he would pay the other household expenses. In her fourth affidavit (after having obtained the husband's bank statements and discovered therefrom that he had his own UOB account), the wife embarked on a detailed analysis of the transactions in the husband's UOB account to prove that the husband had not, as he claimed, deposited the rental income from the flat into the joint account throughout the years that the flat was let, but had often paid the rent into his own UOB account. She then dwelt at length on how she had to run around Singapore to find the necessary funds to settle the daughter's credit card debts owed to various banks.

52 In his second affidavit, the husband deposed the car had been irreparably damaged in a car

accident involving the son and had to be scrapped. The wife received a sum of money from the car insurer to which the husband was not privy. The wife did not deny this fact in her fourth affidavit and revealed that the son's accident took place in June 2007. She claimed she received a nominal sum of \$300 as scrap value for the car plus refund of \$254 in road tax. However, it is noteworthy that the invoice for the purchase of the car (exhibit CKC-11 at p 66) disclosed in the husband's first affidavit showed that the car was registered in October 2000. If the car was scrapped in July 2007 (as the wife claimed) when it was not yet seven years old, that meant it had more than three years left in its PARF value as well as in its certificate of entitlement ("COE"). The wife would have been paid a sum by the Land Transport Authority ("the LTA") reflecting the balance two values but she deliberately withheld the information. I therefore drew an adverse inference against her.

53 The wife's affidavits subsequent to discovery from the husband dwelt *in extenso* on his alleged ill-treatment of her during and the reasons for the breakdown of, the marriage. She countered each and every allegation that the husband made against her, nitpicked every conceivable item of the husband's expenditure and went through his bank account entries with a fine toothcomb. Her time-consuming exercise did not really help in determining the division of matrimonial assets. The wife was prone to exaggeration on her virtues and achievements and had a tendency to embellish the truth.

54 Although the husband should have been more forthcoming when he first filed his affidavit of assets and means, his subsequent affidavits were far more credible than the wife's affidavits and did not reveal that he had hidden substantial assets from her (as the wife repeatedly maintained). The husband not surprisingly denied all of the wife's allegations.

55 The parties traded accusations and cross accusations. Such conduct did not help the task I had at hand other than to exacerbate the existing animosity between the parties. Consequently, I ignored all the allegations and cross-allegations which in any event were waters under the bridge since the parties were divorced based on the wife's uncontested petition.

56 To counter the wife's allegation of failing to pay for the household expenses, the husband came up with a figure of \$538,244 as the total sum he had expended between January 2002 and December 2007 (see his fourth affidavit filed on 24 April 2008 at para 59) on living and other expenses (both personal and of the family) including income tax and road tax. Then in his third affidavit the husband revealed that he had sold the unit trusts in CMG Global 100 [19(c)] for \$35,821.44 in June/July 2002.

57 The husband's discovery affidavits exhibited Visa credit card statements from Standard Chartered Bank for the period 1 January 2004 to November 2006. The bills were sometimes substantial being in excess of \$1,000 and exceeded \$5,000 for one transaction in April 2004. If the expenses were incurred by the wife as he asserted, the credit card charges lent credence to the husband's complaint that he had to curb the wife's extravagance and teach her to live within her modest means as a retiree.

58 The husband's CPF statements showed the substantial withdrawals he had made over the years since he attained 55 years of age. His statement from the Central Depository Pte Ltd as of 13 July 2007 showed the shares he held in nine counters but had disposed of by the time of the hearing (save for one share called Sinopipe). He further produced his savings passbooks for POSB and UOB accounts. He disclosed (as the wife did for hers) his income tax assessment forms.

59 Despite the documents he disclosed, the wife insisted the husband received yearly bonuses that were not reflected in his tax assessments. She further claimed (which he denied) that the husband had told her he received a separate transport allowance from the company. Instead, his salary included a sum of \$200 as petrol reimbursement. The wife's many claims were unsupported by any

evidence and could not be verified. This included her claim that she had lent the daughter substantial sums (which was not corroborated by the daughter).

The decision

(i) The two properties

60 The starting point in the division of matrimonial property is s 112 of the Women's Charter (Cap 353 Rev 1997 edition) ("the Act") which relevant extracts read as follows:

Power of court to order division of matrimonial assets

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

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

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;
- (c) the needs of the children (if any) of the marriage;
- (d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;
- (e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;
- (f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;
- (g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business.

61 The wife had admitted that the husband paid from his salary a monthly sum of \$366 to service the mortgage of the flat since 1980. That being the case, it meant the husband had paid, by July 1992, a total sum of \$55,266 towards the purchase price of \$55,450. In addition, the monthly conservancy charges of the flat were also deducted from his salary until his retirement. Consequently, the wife's claim that she contributed towards the purchase price was not only unsubstantiated but contradicted the documentary evidence before the court. If she was working as a social welfare officer for 5½ days a week, the wife could not possibly have contributed indirectly towards the purchase of the flat by being a homemaker and caregiver of the children, more so, when by her own admission, she did no housework when she lived with the husband's parents and when she moved to the flat later, as maids

were employed.

62 Even so, I awarded the wife a 20% share in the flat taking into consideration that the husband had sometimes not deposited the rental of the flat into the joint account and he had used some monies in the joint account to pay the property tax of the mother's flat.

63 The wife was not entitled to any share of the mother's flat as it was not a "matrimonial asset" as defined under s 112(10) of the Act. The mother's flat had been bequeathed to the husband and his three siblings, not acquired by him in the course of the marriage. It would be unfair to the husband's siblings for the court to reduce their inheritance by giving the wife a share merely because some monies from the joint account may have been utilised for its upkeep. The wife had never lived there nor contributed to its upkeep or improved the property in any way.

64 However, recognising the fact that the husband may have inadvertently (giving him the benefit of the doubt) used monies in the joint account to pay for the outgoings of the mother's flat, I decided to double the wife's share in the flat from my original intended award of 10% to 20%. Both flats are located at Neptune Court albeit on different floors. As the flat was situated on the 18th floor whilst the mother's flat was on the 2nd floor, my decision was to the wife's advantage – units situated on higher floors generally command a better price in Singapore as compared with units on lower floors.

65 In relation to the matrimonial home, the husband's direct monetary contribution was almost twice that of the wife due to his higher salary and correspondingly higher CPF savings and monthly contributions utilised in the purchase. To recapitulate, the husband's initial payment using his CPF withdrawals was \$253,000 as against the wife's \$164,000 (61% to her 39%) while the husband paid on the monthly mortgage instalments in cash and CPF deductions \$2,117 as against the wife's \$828 from her CPF contribution. Her percentage was again 39% of his contributions. Consequently, the unequal monetary contributions of the parties (even when the mortgage was redeemed) had to be and was reflected in the 60:40 division I made in favour of the husband and the wife. As with the flat, the wife's alleged indirect contribution was more fiction than real; she was working as a full time civil servant since the time the property was acquired and could not have made any significant indirect contributions as a result.

66 Since it was disputed by the husband, the wife's support of the husband during the period he underwent chemotherapy in England can be said to be cancelled out by the husband's support of the wife (which she disputed) when she underwent a mastectomy operation in Singapore.

(ii) Other assets

67 The husband did not dispute the fact that the wife was entitled to half of the sale proceeds of the joint investments in the unit trusts in [19] above. As the investment in United Global Telecoms had been sold, I directed him to pay her half the sale proceeds in [2(c)] and when the two other unit trusts were sold, he was similarly to pay her half the sale proceeds.

68 The parties' membership of the golf and country clubs was also a bone of contention between them. Unfortunately, they were overlooked at the hearing and the fate of both memberships was not resolved. I am of the view that the husband's suggestion in [44] and [45] above was fair and made sense. Unless the wife wanted the memberships and was willing to buy them over, I direct that the golf and country club memberships should be sold and the net sale proceeds or net loss apportioned equally between the parties. If the country club membership was worth \$80,000 as the wife claimed, I direct that she be given an opportunity to sell off the same at that price within 60 days of the date of these grounds of decision, failing which the husband shall dispose of it at the best price he can

secure.

(iii) Maintenance

69 Where maintenance is concerned, the relevant sections of the Act are s 114(1) and (2) which states:

Assessment of maintenance

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

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;
 - (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
 - (c) the standard of living enjoyed by the family before the breakdown of the marriage;
 - (d) the age of each party to the marriage and the duration of the marriage;
 - (e) any physical or mental disability of either of the parties to the marriage;
 - (f) the contributions made by each of the parties to the welfare of the family, including any contribution made by looking after the home or caring for the family; and
 - (g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.
- (2) In exercising its powers under this section, the court shall endeavour so to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.

70 In the exercise of my discretion under s 114 of the Act, I did not award maintenance to either the wife or the son for a number of reasons. Where the wife was concerned, her monthly pension of \$1,906.80 was only \$224.70 less than the husband's pension of \$2,131.50. I further took into consideration that the wife had cleaned out the monies in the joint account and that she had withheld information on what she received from LTA for the rebate on PARF and the partial refund of COE for the car. Both parties are 60 years of age. As the husband deposed to, he may or may not continue working in the company for much longer since 62 is the revised retirement age for government servants and the company may use that guideline to retire him particularly in these difficult times

71 The marriage had fallen apart three years after the husband commenced employment with the company. Leaving aside the husband's salary from the company, both parties were expected to live on their pensions. The wife's monthly expenses, if they were to be believed, exceeded \$4,000 and consisted of frequent purchases of jewellery and beauty treatments, which were hardly essentials in

the lifestyle of a 60 year old retiree. To say she was extravagant and lived beyond her means would be an understatement. A cursory glance at her monthly expenses listed in her first affidavit revealed such items as \$227 on hairdressing, \$500 for cosmetics and eye surgery twice a year at \$480. The wife should cut her coat according to her cloth and live within her means. I saw no reason why the husband should have to fund the extravagant lifestyle she led or professed to lead. The husband's monthly expenses were more realistic – they totalled \$2,457.58 (see his first affidavit of assets and means) which less the health insurance premiums of the daughter and son in the sums of \$156.08 and \$226.50 respectively (because they were not living expenses) were reduced to \$2,075 which would be covered by his monthly pension.

72 The couple were civil servants from which positions both had retired for some years now. Whilst they could be considered middle class, they were not people who could afford to lead a lavish lifestyle let alone splash their pensions on branded goods. The daughter's penchant for branded goods reflected poorly on her upbringing and on the parties particularly on the wife (since she appeared to be an indulgent parent). It showed that the parties/the wife had failed to inculcate in the daughter a proper sense of values and money management. It is amazing to say the least that the daughter could run up credit card debts of \$62,000 in buying branded goods in her very first year of working after graduation. The fact that the daughter (see [43] above) and the son (see below) also appeared to have equally extravagant spending habits was a testament to the wife's poor parenting skills and lack of good sense in money matters.

73 In relation to the son, the wife had undoubtedly spoilt him judging by his expenses. She had listed in her second affidavit of means as his monthly expenditure, such items as contact lenses, jeans, shirts, T-shirts, hand-phone bills (\$120), long pants, socks etc, haircuts, hockey membership fee, hockey equipment, hockey practices and tournaments overseas. Awarding the son any maintenance at all would be sending him a wrong signal and would be condoning the lifestyle he led, which was actively encouraged and supported by the wife and which included the unusual and impractical hobby (in Singapore's context) of ice hockey.

74 In *Wong Ser Wan v Ng Cheong Ling* [2006] 1 SLR 416, the court had (at [101]) similarly refused to award a high maintenance figure for the tertiary education of a son who had an indulgent mother who gave him a *carte blanche* to spend as he pleased. While the husband acknowledged that the son had achieved a certain level of expertise in ice hockey, he had pointed out that such an expensive hobby (for which the son ordered equipment from the United States) would have little or no bearing on the son's future. I agreed. The army gave the son an allowance of \$450 every month. As the army also fed and clothed the son, I saw no reason why the husband should maintain him, although the husband had voluntarily given the son an allowance of \$480 a month until the son was rude to/quarrelled with him in November 2007 and refused to speak to him thereafter.

75 Once he was discharged from the army, the son should in any case be earning a living as he was 23 years old and held a diploma from Ngee Ann Polytechnic. My decision was in accord with ss 69(2) (4) and (5) of the Act which state:

(2) A District Court or a Magistrate's Court may, on due proof that a parent has neglected or refused to provide reasonable maintenance for his child who is unable to maintain himself, order that parent to pay a monthly allowance or a lump sum for the maintenance of that child.

.....

(4) The court, when ordering maintenance for a wife or child under this section, shall have regard to all the circumstances of the case including the following matters:

- (a) the financial needs of the wife or child;
 - (b) the income, earning capacity (if any), property and other financial resources of the wife or child;
 - (c) any physical or mental disability of the wife or child;
 - (d) the age of each party to the marriage and the duration of the marriage;
 - (e) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family;
 - (f) the standard of living enjoyed by the wife or child before the husband or parent, as the case may be, neglected or refused to provide reasonable maintenance for the wife or child;
 - (g) in the case of a child, the manner in which he was being, and in which the parties to the marriage expected him to be, educated or trained; and
 - (h) the conduct of each of the parties to the marriage, if the conduct is such that it would in the opinion of the court be inequitable to disregard it.
- (5) The court shall not make an order under subsection (2) for the benefit of a child who has attained the age of 21 years or for a period that extends beyond the day on which the child will attain that age unless the court is satisfied that the provision of the maintenance is necessary because —

.....

- (c) the child is or will be or (if an order were made under subsection (2)) would be receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation, whether or not while in gainful employment;

76 In her second affidavit of assets and means, the wife had deposed that the son wanted to pursue a degree at Warwick University, Coventry, England. She referred to the Coventry Panthers Ice Hockey Club in the same breath. The husband was sceptical of the son's intention pointing out that the wife had only produced a brochure of Warwick University in her affidavit without any evidence (such as an admission letter) to prove that the son had secured a place at the said university. The husband opined that the son's intention to go to England had more to do with the fact that the son's girlfriend was studying there and because of the Panthers Ice Hockey Club the wife had referred to, rather than the son's interest to study at Warwick University.

77 I should point out that Warwick University is consistently ranked amongst the top ten universities in England. The daughter studied at Leeds University (which is ranked much lower than Warwick University) even though she qualified to attend a local university. If the son (as appeared to be the case according to the husband) was academically weaker than the daughter, could not gain admission to a local university and therefore had to attend a polytechnic, his chances of gaining admission to Warwick University would be equally remote.

78 Even so, I did not deprive the son of a tertiary education. In both her first and second affidavits of assets and means, the wife had proposed that the husband pay for 80% of the son's overseas tertiary education. I acceded to her request by the order I made in [2(e)] above. However, I imposed

a condition that the husband should have prior notification of the course of study the son intended to pursue and the husband's consent must be first obtained before the son embarked on his proposed course of study. This was to prevent the son (with the wife's encouragement) from pursuing impractical or useless courses at the husband's expense. Having given her what she wanted, I am puzzled why the wife is appealing against my order.

79 I had directed that each party should retain his or her own assets as that appeared to be the fairest solution under the circumstances. Neither party had very substantial assets when compared with the other. The parties' main assets were in their CPF savings, the bulk of which had been withdrawn by them over the years after attaining 55 years of age. Each party had then invested those savings in unit trusts and insurance policies or in fixed deposits and placed monies into bank accounts. The bulk of the parties' funds would be coming from the flat and the matrimonial home when the properties were sold. It was best not to divide the parties' individual assets.

Costs

80 While the wife was certainly entitled to her costs for the divorce proceedings (for which I awarded her \$1,500), I declined to make any order for costs in relation to the ancillary matters. Until the two properties were sold, the parties would still be living under the same roof. I therefore did not want to worsen the already acrimonious relationship between the parties by making an order for costs in favour of one party against the other.

Copyright © Government of Singapore.