

VB v VC
[2007] SGHC 186

Case Number : DT 5373/2005

Decision Date : 29 October 2007

Tribunal/Court : High Court

Coram : Choo Han Teck J

Counsel Name(s) : Tan Shin Yi (Harry Elias Partnership) for the petitioner; Respondent in person

Parties : VB — VC

Family Law – Custody – Supervised access – Maintenance – Maintenance of child – Maintenance of wife – Matrimonial assets – Division

29 October 2007

Choo Han Teck J:

1 The parties married on 8 April 1991 and a decree nisi was granted on 3 March 2006. They have two children, a daughter aged 11 and a son aged 7. The petitioner is a self-employed business woman running her own maid agency, and earns a gross salary of about \$5,000 a month based on the Notice of Assessment of income tax. The respondent was formerly a trading representative, and was unemployed for a few months prior to June 2007 when he re-joined his old company, UOB Kay Hian, as a remisier. The respondent's declared income for 2006 was \$36,000. The parties agreed to let the petitioner have custody, care, and control of the children. The petitioner's prayer that access be supervised was opposed by the respondent who appeared in person before me. I made the order for supervised access after interviewing both children as well as the petitioner. In respect of the division of matrimonial assets and the maintenance of the petitioner and the children, I made various orders against which the petitioner now appeals.

2 The matrimonial home, a flat in the condominium known as Elmira Heights at 5 Newton Road, was the main matrimonial asset. This flat was purchased in September 2000 for \$1.35m. As of September 2007, the petitioner had contributed \$405,610.78 from her Central Provident Fund ("CPF") account and the respondent had contributed \$301,460.20. The flat was fully paid for. It was not disputed that the Elmira Heights property has been sold *en bloc* and completion is expected in December 2007. The sale price was \$2,393,195.50. Hence, after deducting the respective CPF contributions, the balance would be \$1,686,124.52, and thereafter an equal division would give each party a sum of \$843,062.26. I was of the view that the petitioner should receive a slightly greater share of the proceeds of sale and that in this regard an equal division of the sale proceeds after the repayment of the CPF contributions would be adequate because the petitioner would thus be receiving about \$100,000 more than the respondent.

3 The petitioner claimed that the respondent dissipated \$596,643.87 of the proceeds of sale of their previous flat at Meyer Road ("Meyer Tower"), and she argued that she should be paid 60% of this, amounting to a sum of \$357,986.32. This property, which was a condominium, was bought in 1999 for \$830,000 and sold *en bloc* for \$2.01m in 2000. The respondent disputed that the petitioner was so entitled. Balancing the claims and counterclaims in respect of this property, I took into account the fact that the parties had purchased various other properties apart from Meyer Tower and Elmira Heights and the accounting of the proceeds was not clearly made out by either side. What seemed clear to me was that these properties were purchased in happier times by a couple who

seemed to have found a knack or penchant for (generally, since one property – at Eastern Mansion - was sold at a loss) making capital increases from their joint ventures. In effecting a division of matrimonial assets it is sometimes impractical to undertake a detailed examination of the parties' accounts, especially in a case such as the present where the parties have bought and sold many properties. In ordering an equal division of the Elmira Heights property after deduction of the respective CPF contributions, I had taken into account the history of the property purchases as well as the direct and indirect contributions of the parties. In any case, it appears that the profits made from the sale of the previous properties had either been dissipated or used for the purchase of Elmira Heights and it is thus unnecessary to determine what those profits were.

4 In addition to the matrimonial home, there were some small sums in joint accounts which I have ordered to be shared equally. All other assets as had been disclosed that are in the sole names of the parties will be retained by him or her as the case may be as these were not significant assets, or can be equally set off, such as the various insurance policies that both parties had taken out individually. I had noted that the respondent had not provided the surrender value of his policies, but it seems that these were similar to the petitioner's policies. The petitioner has six policies and the respondent has five.

5 In view of the acrimony between the petitioner and respondent, and the fact that the parties would be getting a large payment from the sale of Elmira Heights, I ordered that maintenance should be paid by way of a lump sum of \$100,000 to the petitioner. This can be deducted from the respondent's share of the sale proceeds of Elmira Heights. The petitioner had asked only for a monthly nominal maintenance of \$100 for herself, but \$3,000 for the two children. The petitioner was correct in asking for nominal maintenance for herself as she is presently earning more than the husband and is able to support herself. With regard to the children, I made a significant adjustment. I was of the view that the petitioner should be spared from having to seek enforcement of maintenance for the children if a monthly sum of \$3,000 is awarded especially when there is little evidence before me to show that the respondent was earning more than what he had declared. The respondent's income is commission-based and he had produced his income statements to show that he had earned \$3,175.80 in July 2007 and only \$641.54 in August 2007. It was not suggested that he had other sources of income. Thus, I was of the opinion that the more flexible and feasible order was to grant a lump sum to the petitioner to be paid from the respondent's share of the proceeds of sale, which the petitioner could use for the maintenance of the children, and a nominal sum of \$100 to each of the children with liberty to apply should there be a change in the children's requirements or in relation to the respondent's prevailing means. While such an order is somewhat different than the normal order of monthly maintenance for children, the court has a broad discretion as to how the payment of maintenance should be effected and I was of the view that such an order would best address the needs of the children as well as the respondent's ability to meet those needs.

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