

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2016] SGHC 86

Divorce Transfer No 3220 of 2009

Between

BAJ

... Plaintiff

And

BAK

... Defendant

Divorce Transfer No 3319 of 2009

Between

BAK

... Plaintiff

And

BAJ

... Defendant

GROUNDS OF DECISION

[Family Law] — [Matrimonial assets] — [Division]

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BAJ
v
BAK and another matter
[2016] SGHC 86

High Court — Divorce Transfer No 3220 and 3319 of 2009
Hoo Sheau Peng JC
23 March; 19 May; 26 June; 12 August 2015.

5 May 2016

Hoo Sheau Peng JC:

Introduction

1 The plaintiff wife (“the Plaintiff”) and the defendant husband (“the Defendant”) were married on 18 June 2006. They have a child, born on 29 November 2006. The marriage did not last long. On 24 June 2009, the Plaintiff filed a writ of divorce. A few days later, on 30 June 2009, the Defendant also filed a writ of divorce. Subsequently, these actions were consolidated. On 1 August 2011, the interim judgment of divorce was granted on an uncontested basis. The outstanding ancillary matters were adjourned to be heard in chambers. Eventually, these were heard by me. By then, the Plaintiff and the child were living in Hong Kong.

2 On 12 August 2015, I made the following orders:

- (a) By consent, joint custody of the child is granted to the parties, with care and control to the Plaintiff.

- (b) The Defendant is granted:
 - (i) Reasonable access when the Defendant visits the child in Hong Kong.
 - (ii) Reasonable access should the child move back to reside in Singapore.
 - (iii) Liberal access via telephone/Internet platforms to the child.
- (c) The Defendant shall pay maintenance for the child at \$1,000 per month with effect from 15 August 2015, and thereafter the 15th of each month into the Plaintiff's bank account.
- (d) There shall be no maintenance for the Plaintiff.
- (e) Within six months of these orders, the matrimonial property [with address redacted] shall be sold in the open market. The sale proceeds shall be used as follows:
 - (i) To pay the outstanding mortgage loans.
 - (ii) To pay all the costs and expenses of the sale.
 - (iii) To be divided 52.5% to the Plaintiff and 47.5% to the Defendant.
- (f) From their respective shares of the net sale proceeds, the parties are to refund their respective Central Provident Fund ("CPF") accounts with the amounts used to purchase the property with accrued interests.
- (g) Parties are to retain all other assets in his or her own name.
- (h) There be no order as to costs.

3 On 19 November 2015 and 25 February 2016, the Plaintiff and the Defendant applied respectively for an extension of time to appeal against the order on the division of the matrimonial property. On 10 March 2016, the Court of Appeal granted the applications. On 17 March 2016, the parties filed their notices of appeal. Now, I set out the detailed reasons for the order on the division of the matrimonial property (see [2(e)(iii)]). These supplement the brief findings furnished when the order was made on 12 August 2015.

Background facts

4 I start with some brief facts. The Plaintiff is a medical doctor, and is about 40 years old. From the time the parties were married in 2006 to mid-2008, she worked full-time. In late 2008, she switched to part-time work to spend more time with the child. The Defendant is about 44 years old, and was gainfully employed throughout the marriage.

5 After the purchase of the matrimonial property, the parties lived there with the child. They had the assistance of a domestic helper. In May 2009, the Plaintiff left home with the child, and the parties began living apart. Parties disagreed on the reasons the marriage broke down, which I will not delve into. Around September 2009, the Plaintiff and the child moved to Hong Kong.

6 The Plaintiff set up her own clinic in Hong Kong. She claimed that she was only able to work part-time because she had to take care of the child, fetch her from school and help her with her school work and revision. She claimed to earn about \$2,900 to \$4,600 per month. Meanwhile, the Defendant continued to reside at the matrimonial property. In 2011, his income was around \$11,000 per month. He claimed that this dropped to about \$8,000 per month in his current employment with a local IT company.

7 The parties' main matrimonial asset was the matrimonial property. It was purchased for \$1.3 million. To finance the purchase, the parties took a housing loan of \$660,000 from DBS Bank Ltd ("the DBS Loan"). As of 2 April 2015, the outstanding DBS Loan was approximately \$498,512. I adopted the figure of \$4.3 million as the value of the matrimonial property. Thus, the net value of the matrimonial property was approximately \$3,801,488. I note that each party owned other assets in his or her own name, although I shall not set these out as they do not form the subject matter of the appeal.

Parties' positions

8 In the three and half years from the grant of the interim judgment on 1 August 2011 to the first hearing before me on 23 March 2015 ("the first hearing"), the parties filed multiple affidavits on the ancillary matters. Numerous allegations were made against each other. Nonetheless, with respect to the division of the matrimonial property, the information presented remained lacking, and the positions unclear. At the first hearing, I asked parties to obtain further documents and information, and to provide their revised lists of the parties' direct contributions. On 11 May 2015 and 28 July 2015, two more rounds of written submissions were filed by the parties.

9 To summarise, in the course of the proceedings, the parties' overall positions with respect to the division of the matrimonial property changed. Initially, the Plaintiff sought a sale of the matrimonial property and a division of the net sale proceeds. Subsequently, the Plaintiff changed her mind, and sought an order that "the Defendant transfer his right, title, and interest in the [matrimonial property] to the Plaintiff" instead. I understood this to mean that the Plaintiff wished to purchase the Defendant's share of the matrimonial

property. The Plaintiff submitted that a fair division of the matrimonial property was 65% to the Plaintiff and 35% to the Defendant.

10 On the other hand, the Defendant originally sought to be granted an option to “purchase all of the Plaintiff’s share, interest and rights in the [matrimonial property]”. Subsequently, in view of the difficulties he might face in obtaining a loan, he asked for the matrimonial property to be sold, with a division of 39% to the Plaintiff and 61% to the Defendant.

11 I should add that in 2011, the matrimonial property was valued at \$4.1 million. By 2013, the Plaintiff’s position was that the matrimonial property should be worth \$4.3 million. At the first hearing, the Plaintiff conceded that there was no updated valuation to support the higher figure of \$4.3 million. However, in the calculations attached to the Defendant’s written submissions filed on 11 May 2015, the Defendant pegged the value of the matrimonial property at \$4.3 million. Given that there was likely to have been a rise in property prices from 2011, I adopted the figure of \$4.3 million as the value of the matrimonial property (see [7] above). Nothing material turned on this. Using either figure, it was clear that the parties were in the fortunate position of having made a substantial gain on the matrimonial property.

Applicable legal principles

12 I turn to the court’s approach in dividing matrimonial assets. Under s 112(1) of the Women’s Charter (Cap 353, 2009 Rev Ed), the court has the power to order the division between the parties of any matrimonial asset, or to order 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. In exercising this power, the court is to have regard to all

the circumstances of the case, including the matters detailed in s 112(2) of the Women's Charter.

13 In *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) at [22], the Court of Appeal adopted what it called a “structured approach” to achieve a just and equitable division of matrimonial assets. This approach can be summarised as follows:

- (a) First, the court is to ascribe a ratio that represents each party's direct contributions relative to that of the other party, having regard to the amount of financial contribution each party has made towards the acquisition or improvement of the matrimonial assets.
- (b) Second, the court is to ascribe a second ratio to represent each party's indirect contribution to the well-being of the family relative to that of the other.
- (c) Using each party's respective direct and indirect percentage contributions, the court would then derive each party's average percentage contribution to the family which would form the basis to divide the matrimonial assets.
- (d) Further adjustments (to take into account, *inter alia*, the other factors enumerated in s 112(2) of the Women's Charter) may need to be made to the parties' average percentage contributions.

14 The Court of Appeal emphasised that the structured approach does not deviate from the well-endorsed notion that the court exercises its power to divide matrimonial assets in broad strokes, with the court determining what is just and equitable in the circumstances of each case: see *ANJ* at [17] and [23].

15 In respect of the direct financial contributions of the parties, the Court of Appeal recognised that the situation is, not infrequently, less than clear. Where the documentary evidence “falls short of establishing exactly who made what contribution and/or the exact amount of monetary contribution made by each party”, the court is to arrive at a “rough and ready approximation” of the figures, taking into account the “inherent veracity of each party’s version of events reflected in their affidavits or testimony as well as the documentary evidence”: *ANJ* at [23]. In relation to indirect contributions, the Court of Appeal recognised that it is even more difficult to ascertain the extent of each party’s contributions “with precision”. Indeed, indirect contributions are “by their very nature... incapable of being reduced into monetary terms”. Thus, the values to accord to the parties’ indirect contributions are “necessarily a matter of impression and judgment of the court”, and “broad strokes would have to be the order of the day”: *ANJ* at [24].

Direct contributions

16 Bearing in mind the applicable legal principles, I start by assessing the parties’ direct contributions towards the acquisition and improvement of the matrimonial property. In this regard, the Plaintiff contended that she contributed 55% overall, while the Defendant contributed 45%. In contrast, the Defendant submitted that he contributed 61%, with the remaining 39% being contributed by the Plaintiff.

17 The parties’ direct contributions to the purchase price of the matrimonial property comprised of the (a) cash payment of the 1% option fee; (b) cash payment of the 4% deposit; (c) cash payment on completion; (d) upfront CPF lump-sum contributions; (e) instalment repayments by CPF; and (f) instalment repayments by cash. The parties also claimed direct

contributions towards renovation expenses. I will deal with the components of the parties' direct contributions in turn, beginning with three undisputed items.

Undisputed direct contributions

Cash payment of the 4% deposit

18 First, it was not disputed that the Plaintiff contributed the entirety of the 4% deposit of \$52,000 for the matrimonial property.

Upfront CPF lump-sum contributions

19 Second, both parties used their CPF funds to make upfront lump-sum payments for the matrimonial property. The parties agreed that the Plaintiff contributed \$103,250.98 and the Defendant \$134,289.33.

Instalment repayments by CPF

20 Third, both parties made instalment repayments of the DBS Loan using CPF funds. It was undisputed by the parties, and in any case clear from the CPF statements, that the Plaintiff contributed a total of \$42,981.34 and the Defendant a sum of \$118,225.

Disputed direct contributions

Cash payment of the 1% option fee

21 I now turn to the disputed components of the parties' direct contributions, starting with the payment of a 1% option fee of \$13,000 for the matrimonial property. This was paid by way of a cheque issued by the Defendant.

22 According to the Plaintiff, she was the one who had funded the entire sum of \$13,000. The Plaintiff claimed that in July and August 2006, she had transferred a total of \$11,000 to the Defendant in order to fund the payment of the option fee for another property, the purchase of which was subsequently aborted. The option fee for this other property, being \$10,200, was duly refunded by cheque, which the Defendant allegedly deposited into his own account. The Defendant was therefore once again in possession of the \$11,000 that was transferred to him by the Plaintiff. The Plaintiff claimed that later, she passed an additional sum of \$2,000 in cash to the Defendant, making up the total of \$13,000 for the option fee for the matrimonial property.

23 The Defendant did not deny that he received a sum of \$10,200 by way of the refunded cheque for the aborted purchase of the other property. However, he claimed that the Plaintiff had only contributed \$9,000 in all, and that he was the one who supplied the remaining \$4,000 out of the \$13,000 option fee for the matrimonial property.

24 In relation to the alleged sum of \$2,000 transferred to the Defendant, I observed that the Plaintiff was unable to provide documentary evidence of the cash withdrawals allegedly made. Given that the parties were married, even if the sums of \$11,000 and \$2,000 were in fact paid by the Plaintiff to the Defendant, there was no evidence that the entire sums were to be used specifically for the purpose of paying the option fee for the matrimonial property. Thus, I was more inclined to accept the Defendant's version that both parties made contributions, and consequently concluded that only \$9,000 had been contributed by the Plaintiff and \$4,000 by the Defendant. In reaching this finding, I also relied on my observations as set out at [39].

Cash paid on completion

25 Upon completion of the purchase of the matrimonial property, a cash sum of about \$371,564 was paid. Two cheques dated 27 December 2006 were made in favour of the parties' conveyancing solicitors, UniLegal LLC. One was issued by the Plaintiff for the sum of \$131,564.66, while the other was issued by the Defendant for the sum of \$240,000.

26 While the Plaintiff did not dispute that she had paid the \$131,564.66 indicated on her cheque, she contended that the Defendant's cheque of \$240,000 was at least partly funded by two cash sums of \$25,000 and \$1,260 which she transferred to him. First, she stated that she withdrew \$13,000 altogether on 21 and 22 December 2006, combined it with her cash at hand, and passed a total of \$25,000 to the Defendant. The Defendant then deposited it into his account. Second, the Plaintiff claimed that she deposited \$600 and \$100 into the Defendant's bank account on 23 December 2006, and subsequently on 27 December 2006, transferred \$560 into the Defendant's bank account. This second tranche of deposits and transfers of \$600, \$100 and \$560 totalled \$1,260. The Plaintiff claimed that if she had not transferred these amounts of money, the Defendant's cheque would not have cleared, and the purchase of the matrimonial property would not have been completed.

27 In contrast, the Defendant's case was that the Plaintiff paid \$131,564.66 and the Defendant paid \$240,000, exactly the amounts as reflected in the parties' respective cheques mentioned in [25] above. With regard to the Plaintiff's first claim of withdrawing \$13,000, the Defendant submitted that the Plaintiff could have withdrawn the money for other payments she needed to make at that time, such as in relation to renovation works at another property she owned. In response to the Plaintiff's second

claim about the \$1,260 deposited or transferred to the Defendant, the Defendant initially stated that the money was indeed transferred by the Plaintiff but had “nothing at all” to do with the payment towards the acquisition of the matrimonial property. Later, he appeared to deny that some parts of the \$1,260 were even contributed by the Plaintiff at all. He also denied the Plaintiff’s claim that his \$240,000 cheque would not have cleared without the Plaintiff’s alleged contributions. He argued that if he could not raise the money, the Plaintiff should have paid the money directly, and recorded it as part of her contributions, rather than transfer the money to him.

28 In my assessment, while the Plaintiff had produced receipts evidencing her withdrawals, deposits and transfers, there was no evidence to show the purposes for these transactions. In particular, there was nothing to show that the Defendant did not have sufficient funds in his bank account at the material time to make payment, and had to rely on the transfers from the Plaintiff in the first place. Further, I agreed with the Defendant that if it was indeed the case that the Defendant did not have sufficient funds, it was curious that the Plaintiff did not opt for the simpler solution of writing a cheque for a larger amount herself (given that she had also issued a cheque on 27 December 2006) instead of making the numerous deposits and transfers outlined above in the week leading up to 27 December 2006. Therefore, I rejected the Plaintiff’s disputes over the actual sums paid by the Defendant. Instead, I accepted that the Plaintiff contributed about \$131,564 and the Defendant contributed \$240,000.

Instalment repayments by cash

29 Next, the parties also made instalment repayments of the DBS Loan by cash every month. In respect of this component of direct contributions, the

main documents tendered as evidence were various bank statements regarding the DBS Loan exhibited at pp 9-47 of the Plaintiff's 6th Affidavit of Assets and Means ("AOM") dated 28 April 2015 ("the DBS Loan Statements"). The Plaintiff's 6th AOM was filed after the first hearing, after obtaining my leave to do so.

30 From the outset, the Plaintiff claimed that she had made all the cash instalment repayments, and that the Defendant did not make any cash instalment repayments at all. Based on the DBS Loan Statements in the Plaintiff's 6th AOM, she claimed that she repaid a total of \$160,996.09 in cash.

31 According to the Defendant, he would transfer or hand over monthly sums to the Plaintiff as his contribution towards the cash repayment of the DBS Loan. A lump-sum repayment would then be made from the Plaintiff's bank account. The Defendant alleged that the repayments were supposed to be made from the parties' joint account, but this did not happen as the Plaintiff had delayed the setting up of the GIRO function for the repayments. Based on the DBS Loan Statements in the Plaintiff's 6th AOM, in the Defendant's written submissions filed on 11 May 2015, the Defendant tabulated the total amount of cash repayment made by both parties as \$319,414.60, being \$480,620.94 (total DBS Loan repaid based on the DBS Loan Statements) less \$161,206.34 (total repayments made by CPF contributions). Of this amount of \$319,414.60, the Defendant submitted that he had paid \$137,845 and the Plaintiff had paid \$181,569.60.

32 After reviewing the parties' submissions and evidence, I did not accept the Plaintiff's position that the Defendant did not contribute at all to the cash payments. Once again, I rely on my observations as set out at [39]. I also concluded that the Plaintiff contributed a larger amount of about \$183,282 and

the Defendant contributed a smaller amount of \$136,132 to the instalment repayments by cash. In this regard, while the DBS Loan Statements showed the monthly cash repayments as single lump sums, they did not establish the exact amount of cash repayments made by each party. I arrived at my decision on the parties' respective contributions in the following way:

(a) First, I accepted the Defendant's contention that the total amount of cash repayment made by both parties was \$319,414.60 as calculated in [31] above. As stated, the Defendant provided this computation in the Defendant's written submissions filed on 11 May 2015, and confirmed the same position in the final round of written submissions filed on 28 July 2015.

(b) To gauge the amount that each party contributed, I relied on the Defendant's tabulation of his own repayments at paragraph 10 of his 2nd AOM dated 27 March 2013. From the Defendant's tabulation, I gathered that he generally contributed \$1,273 per month. His account was supported by bank statements reflecting fund transfers and cash withdrawals, especially of consistent fund transfers of \$1,273 across many months. Given that this was the figure for the repayment of the DBS Loan, I was inclined to accept his position that the fund transfers and cash withdrawals were for the *purpose* of making instalment payments. Admittedly, the Defendant's tabulation only showed his repayments from 2007 to 2012. However, I assumed for the purposes of calculation that the amount he contributed was consistent at \$1,273 per month until 2015, as there was no suggestion in his further submissions and AOMs that there was a change in the amount he contributed (except as dealt with in (c) below). Thus, from 2007 to

2015, he would have contributed about $\$1,273 \times 12 \text{ months} \times 9 \text{ years} = \$137,484$.

(c) However, for 26 months from January 2013 to February 2015, the monthly cash repayments shown on the DBS Loan Statements fell below \$1,273 and only amounted to \$1,221 (*ie*, \$52 less per month). Thus, I deducted \$52 for the 26 months from the sum in (b), and found that the overall amount he contributed was $\$137,484 - (\$52 \times 26 \text{ months}) = \$136,132$.

(d) Correspondingly, I found that the Plaintiff paid about \$183,282, being \$319,414.60 (the total repayments by cash as calculated by the Defendant) less \$136,132 (the Defendant's repayments by cash). This means that the Plaintiff contributed 57% while the Defendant contributed 43% in cash repayments towards the DBS Loan.

Renovations

33 The final component related to the renovations of the matrimonial property. The Plaintiff claimed to have contributed about \$45,000, providing an itemisation of her expenditure. She alleged that the Defendant did not pay for the renovations at all. On the other hand, the Defendant stated that he spent about \$177,000, and that the Plaintiff contributed \$29,490.86. The Defendant argued that the Plaintiff had not produced documentary evidence of many of her alleged payments, and that some of the items that the Plaintiff listed were renovations done for another property belonging to the Plaintiff.

34 To support his claim, the Defendant relied on various undated documents from a business called "Gu Maintenance & Contracts" ("Gu"), which were allegedly invoices for renovation works done to the matrimonial

property. The documents showed that slightly more than \$70,000 was spent on the renovations. Lim Su Nai (“Lim”), the sole proprietor of Gu, also filed an affidavit to support the Defendant’s position.

35 The Plaintiff attacked the reliability of the undated documents. First, the Plaintiff pointed out that Gu had ceased operation (with its business registration cancelled) before the date of the parties’ marriage and certainly before the purchase date of the property. Second, the Plaintiff pointed out that the documents were deficient in basic details about the renovation works, such as descriptions of material, colour, size or exact location of renovation works in the premises. In addition, the Plaintiff contended that there was a lack of other evidence to verify that the purported renovation works were done. For example, the Defendant did not produce withdrawal slips to show that he paid for the renovation works. In fact, both the Defendant and Lim were evasive and did not disclose the documents and details relating to the renovation works as requested. In light of this, the Plaintiff argued that the Defendant conspired with Lim to falsely inflate the cost of the renovations. Further, the Plaintiff claimed that any renovation work must have been done only after she left the matrimonial property, and the Defendant should therefore bear the cost of it.

36 In my judgment, neither party had produced satisfactory evidence to prove their respective contributions to the cost of renovations. While the Plaintiff had provided an itemisation of her exact expenditure on renovations amounting to \$45,000, the sums were not supported by any documentary evidence at all. It was no more than an unsubstantiated list compiled by the Plaintiff. The Defendant’s evidence was also wholly inadequate. I agreed with the Plaintiff’s submissions on the flaws with the undated documents issued by Lim, and relied upon by the Defendant. In any case, the documents issued by

Lim accounted only for about \$70,000. This fell far short of the sum of \$177,000 claimed by the Defendant.

37 Therefore, I did not find any basis to accept the parties' quantification of their direct contributions towards renovation expenses. While the Defendant conceded that the Plaintiff contributed \$29,490.86, this must be viewed in light of the Defendant's claim of \$177,000 as his contribution which I have rejected. Given the paucity of reliable evidence, I was inclined not to give any consideration to the alleged contributions towards renovation expenses which might then tilt the ratio of direct contributions in favour of either party.

Conclusion on direct contributions

38 To summarise, I found the parties' direct contributions towards the acquisition and improvement of the matrimonial property to be as follows:

	Plaintiff (S\$)	Defendant (S\$)	Total (S\$)
Undisputed direct contributions			
Cash payment of the 4% deposit	52,000	-	52,000
Upfront CPF lump-sum contributions	103,250.98	134,289.33	237,540.31
Instalment repayments by CPF	42,981.34	118,225	161,206.34
My findings on the disputed direct contributions			
Cash payment of the 1% option fee	9,000	4,000	13,000
Cash paid on completion	131,564	240,000	371,564

Instalment repayments by cash	183,282	136,132	319,414
Renovations	-	-	-
Total	522,078.32	632,646	1,154,724
Ratio of direct contributions	45%	55%	100%

39 Before leaving this area, I should add that in preferring the Defendant's version on three of the disputed items, being the cash payment of the 1% option fee, cash paid on completion and instalment repayments by cash, I took into account the fact that the Plaintiff has not been completely upfront about her income and assets. In particular, there was reluctance on her part to disclose information about the business of the clinic in Hong Kong and her earnings. I had some doubts about her claimed monthly earnings of \$2,900 to \$4,600, even if she had to schedule her work to take care of the child. Also, I found it troubling that the Plaintiff was quick to deny that the Defendant made any direct contributions at all in respect of the various items, even in the face of a cheque clearly issued by the Defendant for \$240,000. In contrast, the Defendant tended to concede that there were direct contributions by both parties, and disputed mainly the amounts thereof. I noted that the parties married in their thirties, when both would have been working for a number of years. Both had acquired some assets of their own. The Defendant also appeared to have been in well-paying jobs. Therefore, I found it hard to accept the Plaintiff's version that she was the only one to make the disputed contributions, and reached the findings above.

40 Alternatively, on a rough and ready basis, given the facts and circumstances of the case, I would have been inclined to consider that the parties made almost equal direct contributions, with the balance tilting in

favour of the Defendant. This is because from late 2008, it appeared that the arrangement was for the Plaintiff to focus more on the child and switch to part-time work with reduced earnings. The financial burden is likely to have shifted slightly more to the Defendant at that time. This arrangement, of course, was also a relevant factor when considering indirect contributions by the Plaintiff, which I shall turn to shortly. On this alternative check, my view was that the finding of direct contributions of 45% by the Plaintiff and 55% by the Defendant was reasonable.

Indirect contributions

41 With that, I turn to examine the parties' indirect contributions to the well-being of the family. The Plaintiff argued that her indirect contributions would result in an increase in her *overall* share in the matrimonial property by 10% from her direct contribution: see [9] and [16] above. The Plaintiff reiterated numerous times in her AOMs and submissions a long list of her indirect contributions to the family. In summary, the Plaintiff claimed that she paid for much of the household expenses, such as the wages and levies of the domestic helper, groceries, medical expenses, telephone and Internet bills. She also stated that she played a key role in looking after the family members and the child, and in doing household chores. She said that this came at the expense of her career, as she had to switch to part-time work or reduce her working hours to cope with the demands of looking after the child, both in Singapore and in Hong Kong. The Defendant, she alleged, was unable to specify exactly what household expenses he paid for and or provide valid receipts to support his claims. Further, the Defendant hardly spent any time with the Plaintiff and the child, and did not take care of the family. Instead, he apparently spent his time online and often came home late smelling of alcohol and smoke.

42 The Defendant submitted that this was a short marriage and that any indirect contributions would not be relevant when considering the issue of the division of the matrimonial property. Thus, the division would only be based on the parties' direct contributions. However, he submitted that if the court was minded to take into account the indirect contributions of the parties, he had contributed to household and family expenses from 2006 to 2009, helped out with household chores (such as mowing the lawn) and brought the child out on weekends. The Plaintiff on the other hand, he claimed, was addicted to playing computer games, spending long hours on it every day. He also submitted that the domestic helper, and not the Plaintiff, did most of the household chores, and that the presence of the domestic helper should greatly reduce the overall indirect contributions claimed by the Plaintiff.

43 Having considered the parties' submissions, and bearing in mind the family background, I was of the view that the indirect contributions of the parties were best assessed by examining two time periods:

(a) In the initial years when the parties were living together, I found that the Plaintiff and the Defendant were both involved in looking after the family and the child. However, the parties had domestic help and neither party can be said to be the primary caregiver of the child or the primary homemaker (contrast *ANJ* at [33]-[34]). That said, having domestic help did not mean that the parties made no indirect contributions to the marriage and the family at all: see *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 at [18]. In particular, I accepted that the Plaintiff had to make certain adjustments to her work schedule to spend more time with the child from 2008.

(b) In or around May 2009, the Plaintiff moved out of the matrimonial property and subsequently moved to Hong Kong with the child (see [5] above). While I appreciated that it was because the Plaintiff moved to Hong Kong that the Defendant could not be more involved in taking care of the child, due weight should be accorded to the fact that in Hong Kong, the Plaintiff took on care of the child without domestic help. As a result, she was unable to work for extended hours. Moreover, from the time the Plaintiff moved to Hong Kong with the child, the Defendant had not visited the child at all.

44 Based on these considerations, I assessed that the Plaintiff's overall indirect contributions outweighed those of the Defendant. Therefore, I considered a ratio of 60% to the Plaintiff and 40% to the Defendant for indirect contributions to be appropriate.

Appropriate ratio

45 Based on the above, the average ratio, as derived from the parties' respective direct and indirect contributions, can be summarised as follows:

	Plaintiff	Defendant
Direct Contributions (%)	45	55
Indirect Contributions (%)	60	40
Average contributions %	52.5	47.5

46 I considered the remaining factors under s 112(2) of the Women's Charter in deciding whether to make further adjustments to the average ratio

(see [13(d)] above). I appreciated that the Defendant enjoyed a period of rent-free occupation of the matrimonial property, to the exclusion of the Plaintiff from 2009 (see s 112(2)(f) of the Women's Charter). Nevertheless, I was satisfied that the average ratio in [45] had already resulted in a just and equitable division of the matrimonial property and saw no need to adjust the average ratio further.

Conclusion

47 As the Plaintiff was living in Hong Kong with the child, and the Defendant did not wish to take over the matrimonial property, I thought it appropriate to order a sale of the matrimonial property. Accordingly, I made the order as set out in [2(e)(iii)]. To conclude, I note that my other orders on the ancillary matters included not ordering maintenance for the Plaintiff, and allowing the parties to retain their other assets in their own names (see [2(d)] and [2(g)] above). In my view, the orders on the ancillary matters, taken as a whole, were fair and equitable for a short marriage such as this one.

Hoo Sheau Peng
Judicial Commissioner

Vinit Chhabra (Vinit Chhabra Partnership) for the Plaintiff;
Wong Tze Roy (Goh JP & Wong LLC) for the Defendant.
