UJM
v
UJL

[2021] SGHC(A) 10

Appellate Division of the High Court — Civil Appeal No 16 of 2021
Woo Bih Li JAD, See Kee Oon J and Chua Lee Ming J
26 August 2021

Family Law *— Ancillary powers of court — Financial relief consequential on foreign matrimonial proceedings — Wife applying for financial relief in Singapore — Whether Singapore court should grant wife financial relief under Ch 4A Pt X Women's Charter (Cap 353, 2009 Rev Ed) — Whether court should grant additional relief where parties had entered into settlement agreement in contemplation of divorce — Chapter 4A Pt X Women's Charter (Cap 353, 2009 Rev Ed)*

Facts

The plaintiff wife ("the Wife") applied for financial relief under Ch 4A of Pt X of the Women's Charter (Cap 353, 2009 Rev Ed) ("WC") arising out of her divorce from the defendant husband ("the Husband") in Karachi, Pakistan. The judge below ("the Judge") granted financial relief to the Wife in the division of matrimonial assets, such that the Husband was to pay the Wife $2,586,088.01 in three tranches. He also granted maintenance for four children of the marriage that was higher than a previous interim order for maintenance. The Husband filed the present appeal which related only to the Judge's decision on the division of matrimonial assets and costs.

The Husband's main argument in the appeal was that the Singapore court should not grant the Wife any financial relief under Ch 4A because she had already agreed to certain terms under a settlement agreement dated 13 July 2015 ("SA") which the Wife had signed. The SA comprised two pages, though the Wife claimed that she did not sign the first page. The Husband also argued that the Judge had erred in finding that the SA did not reflect the reality of the background to the acquisition of three properties in Pakistan (referred to as "R2", "A1" and "R28") ("the Three Properties"), which undermined the Husband's case that the SA was in full and final settlement of the divorce. In respect of R2, the first page of the SA stated that the Husband had fully paid for the property and would transfer the ownership of it to the Wife. The Judge held that he was unable to conclude, based on the evidence, that the Husband had paid for the property. In respect of A1, the SA stated that the Husband had paid 50% of the purchase price and that he would not claim that sum. However, the Judge concluded that the Wife's mother had paid for A1.

The Husband also raised a new argument on appeal that, if the court in Pakistan had jurisdiction to grant the Wife financial relief, the Wife should have claimed such relief at the time she was seeking the divorce order. By failing to do so, she had fallen foul of the rule in *Henderson v Henderson* [1843] 67 ER 313 ("*Henderson*") which required a party to bring forward every point to be relied upon in litigation at the time of such proceedings, failing which that party was

precluded from raising it later in fresh proceedings ("the *Henderson* issue"). Finally, in relation to the method of apportionment of matrimonial assets, the Husband argued that the Judge should not have started with an equal apportionment based on the approach in *TNL v TNK* [2017] 1 SLR 609 ("*TNL*"), as the Wife had received substantial benefits under the SA.

Held, dismissing the application:

(1) The authenticity of the first page of the SA and the Wife's signature thereon was very much contested in the proceedings below, with an expert appointed by the Judge to render a report to assist him. There was no reason to disturb the Judge's finding that the signature on the first page was that of the Wife and that she did sign it. However, that would only mean that the Wife did not tell the truth about her execution of the first page: at [12].

(2) Even if a settlement agreement made in contemplation of a divorce purported to be comprehensive and was voluntarily entered into, the parties were not necessarily bound by it, unlike an ordinary commercial agreement. The Singapore court could still grant additional relief whether in the domestic context or in an application under Ch 4A if it was in the interest of justice to do so, taking into account the interests of the parties and the children of the marriage. However, whilst a settlement agreement made in contemplation of divorce was not conclusive as to the parties' rights, the court would decide the weight that should be given to it. In this case, while the SA was entered into in contemplation of divorce, there was no suggestion that the Wife had had the benefit of legal advice on the terms of the SA, and the evidence suggested that she did not seek such advice: at [14] to [19].

(3) The Judge was entitled to consider whether the terms of the SA genuinely reflected the background to the acquisition of the Three Properties and the scope of the agreement. However, there might be some merit in the Husband's arguments that the Judge had erred in some respects in his finding that the SA did not accurately describe the acquisition of the properties. In respect of R2, there was some evidence to support the Husband's case that he had paid for the property. As for A1, it could also be said that the Husband did establish that he paid for 50% of the property. Nevertheless, even if the Judge had concluded that the description in the SA was accurate, such that the Three Properties could be said to have been given to the Wife under the SA, the court would still be entitled to take into account the fact that the Husband owned at least one other property in Pakistan and four properties in Singapore ("the Five Properties"). The value of the Five Properties amounted to about $4.68m as compared to the value of the Three Properties amounting to about $370,000. There was an obvious disparity in the manner in which the assets had been divided between the parties: at [20] to [27].

(4) In all the circumstances, it would clearly be unjust to hold the Wife to the terms of the SA. It was therefore appropriate for the Judge not to place too much weight on the SA and to grant the Wife financial relief after taking into account various factors set out in s 121F(2) WC: at [28].

(5) As for the *Henderson* issue, even if the Husband were allowed to raise this argument on appeal, it appeared that the Wife would not have been entitled to any relief from the court in Pakistan in any event. It was doubtful that the rule in

Henderson would apply as there was no contest on the ancillaries in Pakistan. Even if the rule did apply, a Singapore court might still not be precluded from granting financial relief, although the omission to seek the same in the foreign court granting the divorce would be a factor in the overall consideration, assuming that such relief could have been obtained in the first place in contested proceedings: at [33].

(6) The Judge had correctly adopted the method of apportionment of matrimonial assets in *TNL* as the marriage was a single-income marriage. Further, the Judge had taken into account the benefits that the Wife obtained under the SA, on the assumption that the SA accurately described the background to the acquisition of the Three Properties. The Judge had also gone into some detail to identify and value the matrimonial assets, and to explain the eventual decision he reached. Thus, the Husband had not shown any reason to disturb the Judge's findings or eventual decision on the division of assets. The appeal was therefore dismissed: at [37] and [38].

[Observation: The Judge was of the view that the parties had a substantial connection to Singapore and it would be appropriate to first consider what the parties would receive from a division of assets in Singapore, before making any necessary adjustment in relation to the Pakistani properties. The Judge's approach was not disputed on appeal. However, for other cases, it did not necessarily follow that a court hearing an application under Ch 4A should apply the exact same approach to financial relief as a court dealing with the ancillary matters upon a domestic divorce: at [36].]

Case(s) referred to

Edgar v Edgar [1980] 1 WLR 1410 (refd)
Henderson v Henderson [1843] 67 ER 313 (refd)
Surindar Singh s/o Jaswant Singh v Sita Jaswant Kaur [2014] 3 SLR 1284 (folld)
TMO v TMP [2017] 1 SLR 585 (refd)
TNL v TNK [2017] 1 SLR 609 (refd)

Legislation referred to

Women's Charter (Cap 353, 2009 Rev Ed) ss 112(1), 112(2), 121F(2), 121F(2)(*d*), 121F(2)(*f*), 121G, Pt X Ch 4A

Mahmood Gaznavi s/o Bashir Muhammad and Julian Martin Michael (Mahmood Gaznavi Chambers LLC) for the appellant;
Remya Aravamuthan (Remya. A Law Practice) for the respondent.

26 August 2021

Woo Bih Li JAD (delivering the judgment of the court *ex tempore*):

Introduction

1 HCF/OSF 1/2019 ("OSF 1/2019") is an application by the plaintiff wife ("the Wife") for financial relief under Ch 4A of Pt X of the Women's Charter (Cap 353, 2009 Rev Ed) ("WC") arising out of her divorce from the

defendant husband ("the Husband") in Karachi, Pakistan which was effected via the court there on 4 May 2016.

2 On 28 January 2021, the judge below ("the Judge") delivered his judgment ("the Judgment"). He granted financial relief to the Wife in the division of matrimonial assets such that the Husband was to pay the Wife $2,586,088.01 in three tranches. He also granted maintenance for four children of the marriage of $2,750 per month for a certain period and thereafter $1,980 per month when the eldest child graduates or ceases to study. This was higher than a previous interim order for maintenance at $1,500 per month. The Husband then filed the present appeal which relates only to the Judge's decision on the division of matrimonial assets and costs.

Allegation of a paper divorce

3 Before we address the Husband's main argument for the appeal, we should mention a rather serious allegation that the Wife had made below. She alleged that she had commenced divorce proceedings in Pakistan on the instructions of the Husband so that she could apply in her sole name (without the Husband) for a Housing and Development Board ("HDB") flat (which is a form of subsidised housing in Singapore) which the Husband would pay for and the parties would reside in the HDB flat. It would be a divorce on paper only as the intent was that the parties would continue to remain married and as a family.

4 The Husband had disputed the Wife's allegation and alleged that she had lied about it. Nevertheless, the Husband had urged the Judge to act on the Wife's allegation because if her allegation were valid, it would mean there was no foreign divorce and hence the Wife would not be entitled to financial relief under Ch 4A because such financial relief was premised on the existence of a foreign divorce. However, as the Judge correctly observed, this argument was based on a premise which the Husband himself was denying and was a purely opportunistic argument (Judgment at [34]).

5 That said, it must not be forgotten that it was the Wife who started this unfortunate chain of events. It was she who made the allegation about a paper divorce apparently without realising that it potentially undermined the very premise on which she was seeking financial relief, *ie*, that there was a valid foreign divorce. This has resulted in a strange situation where, although each party was represented by solicitors, each was making an allegation or argument below that was inconsistent with that party's primary position.

6 In so far as the Judge said that the parties' conduct could, at the highest, be treated as a sham with respect to the HDB flat but that would be different from saying that the divorce in Pakistan is a sham divorce (Judgment at [37]), we do not agree. If the Wife's allegation had been upheld, it would have meant that the parties had indeed deceived the court

in Pakistan in granting a divorce by way of *khulla* (also spelled *kula* or *khulu*) because at that point of time, neither of them intended to be divorced and, on the contrary, they would have planned to continue as husband and wife. Even if they have thereafter both proceeded on the basis that they are no longer husband and wife because according to the Wife, the Husband had reneged on his promise to care for her, that would have been a different point.

7 The Judge went on to say that both parties had proceeded on the premise that the divorce in Pakistan is valid. Hence, he found that there was a valid divorce in Pakistan and it should be recognised in Singapore (Judgment at [39], [41]–[42]). We add that as neither party had applied to set aside the order for divorce in Pakistan, the divorce remained valid there. It would have been incongruous for the Singapore court to say that the divorce was not valid while it was still considered valid in Pakistan.

8 In any event, for the purpose of this appeal, neither of the parties had disputed the Judge's conclusion that there was a valid divorce in Pakistan and accordingly we proceeded with the hearing of the appeal on that basis. We add that there was no dispute that the divorce in Pakistan was entitled to be recognised as valid in Singapore under Singapore law.

Whether financial relief should be granted

9 The Husband did not dispute the parties' substantial connection with Singapore or that he owns properties in Singapore. The Husband's main argument in the appeal was that the Singapore court should not grant the Wife any financial relief under Ch 4A because she had already agreed to certain terms under a settlement agreement dated 13 July 2015 which the Wife had signed. The Husband had performed his obligations thereunder and it was not a case where she received nothing thereunder. Although the Wife disputed that she signed the first page of that agreement, we will refer to both pages as "the Settlement Agreement" solely for easy reference.

10 The Settlement Agreement which the Husband relied on comprises two pages. The Wife admitted that she signed the second page which starts with the word "Details". She disagreed that she signed the first page and alleged that a signature above her name on the first page was not hers.

11 We should mention that the first page appeared to be a self-contained one-page agreement but for a sentence referring to the details of payment to the seller of a property, "which details are on next page". Also, it was not clear from the contents in the second page that it was a continuation from another document. The second page could be a single document on its own.

12 The authenticity of the first page and the Wife's signature thereon was very much contested below with an expert appointed by the Judge to render a report to assist him. The Judgment comprehensively addressed the many arguments of the parties. Having considered the evidence and the

arguments before us and the Judgment, we see no reason to disturb the Judge's finding that the signature on the first page was that of the Wife and that she did sign it. We add that each page contained a handwritten date of "13/07/2015" which the Judge concluded was written by the Wife even though he did not conclude that the dates were written on the same date, *ie*, on 13 July 2015. In our view, that is immaterial. What is important is his conclusion that the Wife signed each page.

13 However, that only means that the Wife did not tell the truth about her execution of the first page. Although she had agreed to the terms of both pages of the Settlement Agreement, the Judge decided not to hold the Wife to the Settlement Agreement because he was of the view that although the Settlement Agreement purported to set out how three properties in Pakistan ("the Three Properties") were to be dealt with, the agreement did not reflect the reality of the background to the acquisition of the Three Properties and therefore undermined the Husband's case that the agreement was in full and final settlement of the divorce. Also, the Settlement Agreement was not intended to be exhaustive of all the Wife's rights because it was not referred to in any of the Pakistani court documents and the agreement did not refer to properties which the Husband owns in Singapore. There was also no comprehensive provision for maintenance of the children as the Settlement Agreement only provided for the Husband to pay the equivalent of about $1,365 per month for household expenses and the children's education when there would be other expenses. Furthermore, the issue of custody, care and control of the children was not addressed in the agreement.

14 We add that even if a settlement agreement made in contemplation of a divorce purports to be comprehensive and is voluntarily entered into, the parties are not necessarily bound by it, unlike an ordinary commercial agreement. The Singapore court may still grant additional relief whether in the domestic context or an application under Ch 4A if it is in the interest of justice to do so taking into account the interests of the parties and the children of the marriage.

15 In the domestic context, s 112(1) WC allows the court to order division of matrimonial assets "in such proportions as the court thinks just and equitable". Section 112(2) provides that it is the duty of the court to have regard to all the circumstances including "any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce". Under s 121G WC, which is under Ch 4A, the court may make an order under s 112 "in the like manner as if a decree of divorce, nullity or judicial separation in respect of the marriage had been granted in Singapore". Under s 121F(2)(*d*) WC which comes under Ch 4A, the court should have regard to any financial benefits which an applicant or a child of the marriage receives by virtue of any agreement before making an order for financial relief.

16 However, while a settlement agreement in contemplation of divorce is not conclusive, the court will decide what weight to give to it. In the appeal before us, the Husband initially appeared to suggest (at para 46 of the Appellant's Case) that a valid settlement agreement would defeat the Wife's claim for financial relief if she was not duped into signing it and if she was not alleging that the distribution of assets therein was inequitable. Her only allegation was that she had not executed the first page. However, in the Husband's skeletal arguments, he appears to accept (at para 21 thereof) that even if he proves that the Wife had entered into the Settlement Agreement voluntarily, this is not necessarily conclusive. He accepts that the court has power to rewrite the agreement although we think that the correct approach is that the court is entitled not to hold the Wife to the terms thereof.

17 We refer to the judgment of the Court of Appeal in *Surindar Singh s/o Jaswant Singh v Sita Jaswant Kaur* [2014] 3 SLR 1284. There the court was considering a post-nuptial separation agreement but its views are equally applicable to a post-nuptial settlement agreement in contemplation of divorce. After referring to *Edgar v Edgar* [1980] 1 WLR 1410, the court said at [54] and [56]:

> 54 Indeed, where parties have properly and fairly come to a formal separation agreement with the benefit of legal advice, the court will generally attach significant weight to that agreement unless there are good and substantial grounds for concluding that to do so would effect injustice. This approach is sensible because the parties to a marriage are in the best position to determine what is a just and equitable division of the matrimonial assets based on their own assessment of each party's direct and indirect contributions to the marriage and their knowledge of the extent and value of the assets. Due to the inherent limitations of fact-finding in the litigation process, the court should not lightly depart from such a separation agreement.
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> …
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> 56 We are of the view that giving significant weight to a separation agreement, unless there are good and substantial grounds for concluding that an injustice will be done, is not inconsistent either with the approach in *TQ v TR* ([20] *supra*) or with s 112 of the Charter. This does not mean that in every case significant weight will be given to such an agreement. Whilst the court may incline to give significant weight to a separation agreement which the parties have freely and voluntarily arrived at with the benefit of legal advice, the court will always (consistently with s 112(2)) examine the precise circumstances before it to determine whether in the instant case it would be unfair to do so. In determining whether such unfairness exists, the court will not accord great significance to the fact that it might have made a different distribution than that agreed to. The grounds for disregarding such a separation agreement would have to be more substantial than a slight difference of opinion on the fairness of the distribution provided for by the agreement.

18 In the present case, neither of the pages of the Settlement Agreement expressly stated that the agreement was made in contemplation of divorce. However, the terms on the first page did state that it was part of a "Full and Final Settlement of all claims between the parties". In view of that and the fact that the Wife then filed for divorce in Pakistan on 23 January 2016 and in the absence of further evidence from her as to why she signed it if not in contemplation of divorce (bearing in mind that her primary contention was that she did not sign the first page), we accept the Husband's contention that it was entered into in contemplation of divorce.

19 In the case before us, the Husband stressed that the Wife was represented by a solicitor in the proceedings in Pakistan for the divorce order but the Wife alleged that her counsel then was engaged and paid for by the Husband. Furthermore, we note that there was no suggestion that the Wife had had the benefit of legal advice on the terms of the Settlement Agreement. Indeed, the evidence suggested that she did not seek such advice. Even based on the Husband's own evidence, he had gone to the airport in Karachi to pick her up on 13 July 2015. Thereafter, he brought her to a notary public to execute the agreement. The Husband said he had printed the agreement and the Wife read it on the way to the office of the notary public. There was therefore no suggestion of any negotiation on the terms of the Settlement Agreement and his version suggested that she did not even have much time to digest the terms although she did read the agreement. These were factors that a court was entitled to take into account in deciding how much weight should be given to the agreement even though the Husband argued that the Wife was not suggesting that the terms were unfair. However, the absence of that suggestion was only because her position was that she did not sign the first page.

20 The Judge was also entitled to consider whether the terms genuinely reflected the background to the acquisition of the Three Properties and the scope of the agreement, even if we do not necessarily agree with all his conclusions about the Three Properties.

21 We are of the view that there may be some merit in the Husband's arguments that the Judge had erred in his consideration of the Three Properties. For confidentiality reasons, we will refer to the Three Properties as "R2", "A1" and "R28".

22 The first page of the Settlement Agreement stated that the Husband would transfer the ownership of R2 to the Wife, which was held by the parties in joint names and fully paid for by the Husband. It is not in dispute that the Husband has transferred his interest in that property to the Wife. However, she alleged that the property was in fact paid for by her mother and later transferred to the Husband and Wife. As the parties wanted to sell that property, the Husband transferred his interest to her personally for administrative convenience as he was residing in Singapore and she would

be the sole owner thereof. After the property was sold, her mother used the sale proceeds to purchase R28.

23 The Judge said that there was no evidence to support the Husband's allegation that he had paid for that property and given the Wife's allegation that her mother had paid for it, the Judge was not able to conclude that the Husband had paid for the property.

24 With respect, we are of the view that there was some evidence to support the Husband's case on this point. The fact that the Wife had signed the first page of the Settlement Agreement, as the Judge had concluded, which contained the statement that the Husband had fully paid for R2, was some evidence which supported his allegation. The fact that the property was held in their joint names also supported his argument more than it supported the Wife's. She did not elaborate why the property was put into their joint names if it was paid for by her mother. She claimed that her mother transferred the property to them jointly because the Husband exhibited interest in the property and promised to pay, but her allegation was also not supported by any other evidence. Thus, on balance, the evidence might be adequate to support the Husband's argument that he had fully paid for the property.

25 As for A1, it was held in the name of the Wife. The Settlement Agreement said that the Husband had paid 50% of the purchase price and he would not claim that sum. The Wife said that her mother had paid the price for the property and she produced documents to show that the property was allocated to her mother in 2008. She also exhibited receipts in the name of her mother whereas the Husband did not produce any. In the circumstances, the Judge concluded that the mother paid for A1. However, it is unclear if the evidence adduced by the Wife demonstrated that the mother paid for the entire purchase price. In view of this uncertainty and the fact that the Wife did sign the Settlement Agreement, it could also be said that the Husband did establish that he paid for 50% of that property.

26 As for R28, the Settlement Agreement provided for the Husband to pay the purchase price to the seller thereof and it was implied that the purchase was for the Wife's benefit. The Husband alleged that he paid 100% of the price. The Wife, however, alleged that that property was paid for, at least in part, by her mother from the sale proceeds of R2 and the Husband had only paid 60%. However, based on documentary evidence, and notwithstanding some confusion from figures relied upon by the Husband, the Judge was persuaded that the Husband had proved that he had paid for most of the purchase price, but did not say how much. We see no reason to disagree with the Judge on this conclusion and we note that before us, the Wife's counsel accepted that the Husband had paid 100% of the purchase price for the land.

27 However, even if the Judge should have concluded that the Settlement Agreement was accurate in the description of the acquisition of all the Three Properties which were then "given" to the Wife, the court is still entitled to take into account the fact that the Husband owned at least one other property in Pakistan and four properties in Singapore. The Three Properties and these five other properties in Pakistan and Singapore ("the Five Properties") were the major assets of the parties. The value of the Five Properties amounted to about $4.68m as compared with the value of the Three Properties amounting to about $370,000. The disparity is obvious. The scope of expenses covered was also not as comprehensive as the Husband argued.

28 In our view, it would clearly be unjust in all the circumstances to hold the Wife to the terms of the Settlement Agreement. It was therefore appropriate for the Judge not to place too much weight on the Settlement Agreement and to grant the Wife financial relief after taking into account various factors set out in s 121F(2) WC.

29 There was one other consideration, *ie*, why the Wife did not obtain such relief from the court in Pakistan following the divorce by *khulla* (see s 121F(2)(*f*) WC). On this point, the Wife argued that the court in Pakistan had no jurisdiction to grant such relief while the Husband argued otherwise. The Judge noted that aside from expert evidence adduced by the parties, the Husband had made applications to the court in Karachi, Pakistan to obtain a declaration. In Family Suit Case No 134 of 2016 in the family court in Karachi South, the court had referred to the divorce by *khulla* obtained by the Wife and said that the Wife was only entitled to maintenance, "till Iddat period after dissolution of marriage and after that she is not entitled for any further maintenance or share in property or any other amount. …". Accordingly, the Judge concluded that the Wife would not have been entitled to claim any matrimonial asset or maintenance in Pakistan.

30 That said, the Husband argued that the real reason why the Wife did not obtain such relief at the time the divorce order was made in 2016 was because she had not claimed such relief and this was because the parties had entered into the Settlement Agreement. However, in our view, even if this were correct, the situation remained that even if she had claimed it, at that point of time, she would not have been entitled to it.

31 This brings us to a new argument which was raised on appeal before us. The Husband argued that if we were to agree that the court in Pakistan has jurisdiction to grant the Wife financial relief, then the Wife should have claimed such relief at the time she was seeking the divorce order. By failing to do so, she had fallen foul of the rule in *Henderson v Henderson* [1843] 67 ER 313 ("*Henderson*") which requires a party to bring forward every point to be relied upon in litigation at the time of such proceedings, failing which that party is precluded from raising it later in fresh proceedings.

32 Even if we were to allow the Husband to raise this argument which appears to be an argument of law only, the Husband's argument was based on the premise that we would conclude that the court in Pakistan has jurisdiction to grant such relief. Yet the Husband did not disagree with the Judge's views (see [29] above) on what the family court in Karachi had said, subsequent to the divorce order. Hence, whether it was a case of lack of jurisdiction or lack of power or even lack of merit, it appeared that the Wife would not have been entitled to any relief from the court in Pakistan in any event.

33 Furthermore, this was not a case of a divorce with contested ancillaries being heard in Pakistan. Whatever the reason, there was no contest on the ancillaries then. Hence, it is doubtful that the rule in *Henderson* would apply. Even if it did apply, a Singapore court might still not be precluded from granting financial relief although the omission to seek the same in the foreign court granting the divorce would be a factor in the overall consideration, if such relief could have been obtained in the first place in contested proceedings.

34 The Husband also alleged that the Wife had lied to the Legal Aid Bureau ("LAB") in Singapore to obtain legal aid for her contest in Singapore with the Husband because the Wife in fact owned properties in Pakistan which she did not disclose to LAB. The Wife disagreed that she had lied to LAB. However, whether or not the Wife had lied to LAB is not directly material to the substantive issues before us.

35 On 18 April 2019, the Wife had applied in the Syariah Court for *nafkah iddah* and *mutaah*. The Husband submitted that the decision of the Syariah Court was pertinent because the court made a finding that the facts suggested that there was a full and final settlement on the financial matters, such that the Pakistani court did not deal with issues such as *nafkah iddah* and *mutaah*. However, as we have held above, the court has the discretion to decide on the weight to be given to such an agreement. In addition, we agree with the Judge that the High Court is empowered to grant relief under Ch 4A, including an order for division of assets, where the Syariah Court is not seized of jurisdiction. In this case, the Syariah Court did not have jurisdiction to grant a division order since the divorce application was not made to it (see *TMO v TMP* [2017] 1 SLR 585 at [54]–[55]).

36 The Judge was of the view that the parties have a substantial connection in Singapore and it would be appropriate for him to consider first what the parties would receive from a division of assets in Singapore, before making any necessary adjustment in relation to the Pakistani properties. The Judge's approach was not disputed on appeal. However, for other cases, it does not necessarily follow that a court hearing an application under Ch 4A should apply the exact same approach to financial relief as a court dealing with the ancillary matters upon a domestic divorce.

37 On the method of apportionment of matrimonial assets, the Husband argued that the Judge should not have started with an equal apportionment based on the approach in *TNL v TNK* [2017] 1 SLR 609 ("*TNL*") even though this was a single-income marriage. This was because the Wife had received substantial benefits under the Settlement Agreement. However, receiving substantial benefits under that agreement does not change the fact that the marriage was a single-income marriage. Hence, in our view, the Judge correctly adopted the approach in *TNL*. The Judge also took into account the benefits the Wife obtained under the Settlement Agreement to reach his decision on the eventual details for division on the assumption that the Settlement Agreement accurately described the background to the acquisition of the Three Properties. Hence there is no cause for the Husband to raise these benefits in argument before us. The Judge also went into some detail to identify and value the matrimonial assets and to explain the eventual decision he reached. We are of the view that the Husband has not shown why we should disturb the Judge's findings or eventual decision.

Conclusion

38 In the circumstances, we dismiss the Husband's appeal.

39 We are mindful that the Husband has established that the Wife signed both pages of the Settlement Agreement contrary to her version of events. At the hearing below, the Judge did not order any costs in the Wife's favour although she successfully obtained an order for financial relief because of the manner in which the case was run by both sides including baseless allegations made by the Wife's counsel against the expert appointed by the court on the authenticity of the first page and the Wife's signature thereon. In the appeal before us, the Wife's counsel has not attacked the court-appointed expert in the same manner as she did below.

40 All things considered, we are of the view that, this time round, the Husband is to pay the Wife's costs of the appeal. After taking into account the costs schedules of the parties, we order the Husband to pay the Wife $10,000 inclusive of disbursements for the appeal. There will be no order for costs of a previous stay application in HCF/SUM 33/2021. The costs may be paid in favour of the Director of Legal Aid or such other person/entity as the parties agree is appropriate. The usual consequential orders apply.

Reported by Chong Yun Ling.