# Cases - Judgments



## VZZ *v* WAA
## [2022] SGFC 11

**Case Number** : Divorce No 2116 of 2019

**Decision Date** : 26 January 2022

**Tribunal/Court** : Family Court

**Coram** : Tan Shin Yi

**Counsel Name(s)** : Lip Wei De Eric and Chua Kay Ee Cloe (OTP Law Corporation) for the Plaintiff; Seenivasan Lalita (Virginia Quek Lalita & Partners) for the Defendant.

**Parties** : VZZ — WAA

*Ancillary Matters – Care and Control – Division of Matrimonial Home – Maintenance for Wife and Children*

26 January 2022

**District Judge Tan Shin Yi:**

**Background**

1 The parties in the proceedings were married on 5 February 2012 and there are two children to the marriage, a girl born in April 2015 (referred to as "A") and a boy born in March 2017 (referred to as "B"). At the time of hearing before me, A and B were aged 6 and 4 years respectively.

2 According to the parties, the marriage was problematic from the start. In any event, they went on to have two children, A and B, and the marriage finally broke down irretrievably in 2018/2019, culminating in an incident on 18 March 2019. Unhappily, as a result of this incident, the children were separated from each other and from March 2019 onwards, the Mother lived with A at her parents' home while B stayed with the Father in the matrimonial home.

3 The Mother commenced divorce proceedings against the Father on 7 May 2019 and the Father initially filed only a Defence on 27 May 2019. On 15 May 2019, the Father also filed an application for interim care and control of both children with the Mother filing her own cross-application for the same in June 2019. After several rounds of mediation, both applications for interim care and control were eventually withdrawn in March 2020. Unfortunately, the parties could not resolve the contested divorce and the Mother applied, and obtained leave, to amend her Statement of Particulars in February 2020. Subsequently, the Father also filed a Counterclaim for divorce in July 2020. The contested divorce proceedings were heard over three full days in November and December 2020, during which parties attempted to call over six witnesses in total (two of them were subpoenaed). Interim Judgment was granted on 11 January 2021, based on both the Statement of Claim and the Counterclaim.

*The ancillary matters hearing and orders*

4 The ancillary matters were heard by me on 31 August 2021, together with an application to admit a further affidavit filed by the Father six days before the hearing. Parties had already each filed five affidavits (including affidavits for discovery) in the ancillary matters proceedings. The Father sought

to adduce in the further affidavit fresh evidence regarding an audio recording of a conversation between A, the mother and himself, but his application was dismissed.

5 Pursuant to rule 89 of the Family Justice Rules 2014 ("FJR"), parties may generally file only two ancillary affidavits and any further ancillary affidavit requires leave of court. The purpose of this rule is to prevent parties from repeatedly rehashing issues which may not be relevant or necessary for the determination of the ancillary matters, due to heightened emotions and acrimony. It is also self-evident that if any party wishes to introduce evidence in support of his case, this should be adduced by way of affidavit, as the hearing for ancillary matters is conducted in chambers and there is no cross-examination of the parties. Given that both parties were represented by counsel, I was disappointed to note that both counsel had slipped in new evidence in their Ancillary Matters Fact & Position Sheet and bundles of documents filed a few days before and on the day of the hearing, without any application for leave to do so.

6 Neither counsel informed me that new evidence was included in their submissions, which amounted to hundreds of pages in total. It was only when I questioned counsel that they admitted to having put in the parties' "latest" documents such as the mortgage loan statement, bank statements and CPF statements, which were not in affidavit. However, that was not all. Counsel had also included documents which should have been (but were not) adduced in previous affidavits, such as renovation payments and receipts evidencing payment for expenses. There was no reason given as to why such documents could not have been exhibited in the parties' previous affidavits, especially since parties had filed five affidavits each from February through August 2021. Counsel could not even identify *all* the new documents which were not in affidavit until questioned. It became apparent to me during the hearing that neither party was aware of the full extent of the "new" documents included by the other party at the last minute, which had not been previously adduced in affidavit.

7 It cannot be over-emphasised that while counsel owes a duty to his/her client to put forward the best case possible, he/she owes a paramount duty to the court. While one party's evidence may be supplemented by submissions from counsel, *evidence* may not be introduced by way of submissions. This was even more troubling in a case in which both parties already had a very acrimonious relationship and had more than enough opportunity to vent their frustrations by way of the numerous affidavits already filed.

8 On 18 October 2021, I made the following orders:-

(i) The Father and Mother shall have joint custody of the two children of the marriage, A and B, with care and control to the Mother. The Father is to hand over B over to the Mother by 5pm, 20 October 2021 at the Mother's residence.

(ii) The Father shall have access to the two children as follows:

(a) Dinner access every Wednesday from 5-7pm;

(b) Overnight access every Friday 6pm to Saturday 6pm for alternate weeks, commencing 22 October 2021;

(c) Overnight access every Saturday 6pm to Sunday 6pm for alternate weeks, commencing 30 October 2021;

(d) Father's Day from 12-7pm;

(e) Alternate public holidays from 12-7pm except for Deepavali;

(f) Deepavali access from 2-7pm;

(g) Liberal phone and video call access;

(h) Half of the June and November/December school holidays, including overseas access when the travel restrictions lift and not before 2023. Prior to any overseas access, the Father is to provide to the Mother the following details:

a. Country of travel;

b. Travelling period;

c. Flight and hotel details;

d. Travel itinerary; and

e. Contact details of the travelling party.

(iii) The Father, Mother and A are to attend DSSA Counselling and the Children-In-Between Programme.

(iv) Neither parent is to show any of the children the affidavits or documents in the proceedings and neither party or their agent shall make audio or video recordings of the children or the other party. Any audio or video recordings involving the children sought to be adduced in evidence shall not be allowed without leave of court.

(v) The Mother shall transfer her share title and interest in the matrimonial flat to the Father upon the Father refunding to the Mother's CPF account the sum of $134,410, being a partial refund only of the Mother's CPF monies utilized for the purchase of the matrimonial home with accrued interest. The Father shall bear the costs and expenses of the transfer. The transfer is to be done within 8 months from the date of this Order.

(vi) The Registrar or Assistant Registrar of the Family Justice Courts under section 31 of the Family Justice Act 2014 is empowered to execute, sign, or indorse all necessary documents relating to the above orders, on behalf of either party, should either party fail to do so within seven days of written request being made to that party.

(vii) Each party is to retain all other assets in their respective names.

(viii) The Mother is to inform the Father, within a week from the date of this order, of the date and time at which she is to collect her belongings from the matrimonial home. Both parties may be accompanied by no more than one other person during the date of collection.

(ix) Both parties are to make an inventory list of the gold jewellery in their possession, including that purchased for the children/gifts, and the said jewellery is to be divided equally between the parties. If parties are unable to agree on the division, they are each to retain the gold jewellery in their possession.

(x) There shall be no maintenance for the Mother with no liberty to apply.

(xi) The Father shall pay the Mother the sum of $2,200 per month as maintenance for both children, commencing 1 November 2021. Payment is to be made via bank transfer/deposit into the Mother's designated bank account.

(xii) Each party is to bear their own costs of the proceedings.

(xiii) Liberty to apply.

9 The Father filed a Notice of Appeal against part of my orders, namely only orders (i), (ii), (ix) and (xi) above which relate to the children's issues and the gold jewellery. The reasons for my decision are set out below.

**Custody, care and control**

10 The parties agreed on joint custody for the children but could not agree on the other children's issues. For the past two years, the children have been split between both parents, A with the Mother and B with the Father. The children would meet for a few hours twice a week, on Wednesdays and Sundays, with both parents' supervision. Neither child has had overnight access with the other parent. Both parties each want care and control of the two

children with access to the other party. Alternatively, the Father proposes that the status quo continues, with B under his care and A under the Mother's care and liberal access between both children.

11 The parties have set out at length in their affidavits the care arrangements for the children before the "incident" of 18 March 2019, which resulted in the children being separated. Both parties have their own versions of the "incident" but what appears to be undisputed is that the Mother and maternal grandmother went to the home of the paternal grandparents to collect the children, there was a physical scuffle between the Mother, the maternal grandmother and the Father's family members (the Father was not at home at the time) and the Mother could only leave with A, while B stayed with the paternal grandparents.

*Welfare of the children*

12 The court's primary consideration in such matters is the welfare or best interests of the children, as set out in section 125 of the Women's Charter ("the Charter"), and all the relevant factors have to be taken into account. In the present case, the first question to be answered is, is it in the best interests of the children to continue to be split up, one with each parent, or to be together in the care and control of **one** parent? If the answer to this question is the latter, then the second question to be answered is: which parent is better suited to have care and control?

13 A and B are close in age, 6 and 4 years old respectively, and it is not disputed that they are generally close to each other, despite not having lived together for the past two years. Further, the bond between siblings and the emotional support they can provide for each other is something which cannot be replaced. This was supported by the Court of Appeal in *Wong Phila Mae v. Shaw Harold* [1991] 1 SLR(R) 680, where the Court accepted that one of the relevant factors in considering the welfare of children was that siblings should *not* be separated[note: 1].

14 Although it may be argued that placing the children together may result in one child feeling displaced or uprooted by a new care environment, I am of the view that at a young age, that child would be easily able to adjust and the change in care would **not** be detrimental to him. It cannot be disputed that both parents love the children very much, and have made efforts for them both to spend time together every week notwithstanding the conflict between the parties and their respective families. Studies have also shown that children are far more adaptable than adults, and I have no doubt that allowing liberal access by the non-care parent would also mitigate any short-term adjustment issues which the child may experience. Further, while it is acknowledged that stability in a young child's life is important, it cannot be the paramount factor[note: 2] *per se* and is just one of several factors to be considered in determining a child's welfare. Of course, the considerations may be different for a child with special needs, for example, the child in *TSE v. TSF* [2018] 2 SLR 833 was diagnosed with ASD (Autism Spectrum Disorder) and the Court of Appeal found that he was thus in a "more fragile condition than most other children in his age group"[note: 3] and was reluctant to reverse care and control. However, in the present case, neither child has special needs which would warrant specific consideration in changing *de facto* care and control.

15 Having found that the children should not be separated and should be together under the care of one parent, the question I now turn to is, which parent? As stated above, the guiding principle in care and control issues must be the welfare of the children. In *TSF v. TSE* [2018] 2 SLR 833, the Court of Appeal considered the following non-exhaustive list of factors in determining the welfare of the child[note: 4]:

(a) The child's physical, emotional and educational needs, and his physical and emotional safety;

(b) The capacity of each parent to provide for the child's needs and ensure the child's safety;

(c) The child's relationship with each of his parents and any other caregiver;

(d) The need to ensure a continuing relationship between the child and his parents; and

(e) The effect of any changes to the child's life.

The Court also found that the relevance of the above, or any other, factors to a particular case, and the weight that should be given to each of the factors, "is a matter of judgment and will turn on the specific facts and circumstances of that case"[note: 5].

16 In the present case, the parties have always had differing views regarding the children's care and education, and the Father's views appear to be heavily influenced by the paternal grandparents. Based on the Father's evidence, he is heavily reliant on his family members for assistance with B's care. It has been stated in various cases that a child's grandparents are no substitute for the love and care of his natural parents[note: 6]. The Father's line of work is less predictable than the Mother's; he is a field supervisor in the oil and gas industry. By the Father's own evidence, during "critical" periods at work, he has to work long hours for periods of time and has to rely on the assistance of his parents for the care of the children. Moreover, the Father is also studying for his degree at SIM University, until May 2022. In contrast, the Mother is a teacher and her working hours are relatively stable and predictable.

17 Further, I find that the Father and paternal grandparents' conduct leading up to the incident of 18 March 2019 and the subsequent retention of B by the Father's family members, leave much to be desired. Based on the evidence, whether prompted by a fear of losing B/the children to the care of the Mother or due to past unhappiness between the adults, it appeared that the Father and his family members were triangulating the children in the parties' disputes and actively interfered in the building of a healthy relationship between B and the Mother. Just six days before the ancillary hearing on 31 August 2021, the Father filed a Summons application for leave to adduce further evidence. The evidence sought to be admitted were (i) the Father's own transcript of a conversation between the parties and A, which the Father had recorded without the Mother's knowledge, purporting to show that A had read the affidavits in the proceedings and that the Mother was "manipulating" A; and (ii) photographs evidencing the "close bond" between the Father and A.

18 In divorce proceedings, parties sometimes adduce evidence of multiple audio and video recordings, often claiming that such evidence is proof of one party's good/bad relationship with the children. While such evidence is admissible *per se*, parties should consider whether such evidence is really of assistance to the Court, and more importantly, the impact of such recordings on the welfare of the children. Most of the time, such evidence is self-serving (having been recorded by the party using it, often without the knowledge of the other party) and the hearing judge has no real way of ascertaining whether such evidence is staged or authentic, and whether this evidence reflects the true state of affairs. It must be noted that a recording may only showcase a small snippet in time of the parties/children's lives, and a party may choose to exhibit only part of a conversation, leaving out other parts which may add context to the situation or contradict what he/she is trying to prove.

19 I also caution the Mother in leaving the relevant affidavits and papers in the proceedings around the house where the children may easily access them. The Mother has adduced much evidence in the ancillary proceedings, of the Father's alleged sexual proclivities and his relationship/harassment of his ex-girlfriend. This evidence was already adduced in the contested divorce proceedings and I fail to see how it is relevant/necessary to repeat it *ad nauseum* for the ancillary proceedings. I remind parties and their lawyers that they are to take a practical approach in conducting their case, in line with the principles of therapeutic justice, and should not inundate the court with voluminous evidence solely targeted in a smear campaign against the other party. This only serves to further fuel the fire and fan the flames of blame. In some cases, the court may even conclude that a smear campaign against one party is but a smoke bomb, thrown by the other party in a bid to distract the court from the real issues and evidence which that party lacks. It cannot be emphasized enough that both parties should never involve the children in their conflicts and disputes. Children deserve to have a stable and happy childhood and there is much evidence that being caught between the parents in such proceedings leaves them traumatized and hurt, and would affect their ability to form close relationships in the long-term.

20 The parties also adduced much evidence before me, both during the contested divorce hearing and in their ancillary affidavits, of the past disagreements between the Mother and the Father/his parents over the care of the children, most notably their disagreement over how long the children should spend in childcare. This is best summarised as follows: the Mother intended the children to attend school for the full childcare hours, whereas the

Father/his parents preferred the children to spend more time at home instead of at childcare, and often sent A to school late in the past. The Father's parents, who also filed affidavits in the proceedings, appeared to prefer indulging their grandchildren by not bringing them to school if they did not want to go and threw a tantrum. It cannot be denied that education is an important part of a young child's life, it shapes the child's learning and teaches him/her the basic knowledge he/she requires to succeed in life. In school, a child can also learn to socialise with others of his/her age and learn the soft skills/values he/she needs to utilise later in life. While the Father and his parents may submit that childcare is not a good substitute for a child being in the care of loving family members, it cannot be denied that such childcare centres also provide early childhood education programmes for young children to establish their learning foundation early on in life. In this regard, I find that the Mother would overall be better able to provide for the children's physical, emotional, developmental and educational needs, and their physical and emotional safety.

21 Further, A enters Primary One in 2022. Parties have agreed that A will attend the school where the Mother is currently teaching, which is near the Mother's home. In 2024, B will also enter primary school and he will most likely attend the same primary school as his sister. Having both children studying in, and the Mother teaching in, the same school would be beneficial to both children and would provide the stability and security the children require in their growing years. While I recognise that there is no doubt that B is close to the Father and his paternal grandparents as he has been residing with them since 2019, I am of the view that the long-term benefits to B of being together with his sister under the care and control of the Mother, would greatly outweigh any short-term adjustment issues B may have because of the change in living environment. Nevertheless, allowing the Father to have liberal access to the children would also mitigate B's adjustment issues and will enable the Father to continue to build his bond with the children.

22 In the circumstances, I ordered that the parties shall have joint custody of both children, with care and control to the Mother. The Father shall have overnight access every weekend and one weekday dinner access per week. The parties shall also share the public holidays and the long school holidays equally. I also order that (i) neither parent is to show any of the children the affidavits or documents in the proceedings, as it is not in the interests of the children to be triangulated between both parents or to be personally involved in the proceedings; and (ii) neither party or their agents shall make audio or video recordings of the children or the other party without leave of Court. Finally, both parties and A are to undergo DSSA counselling, as well as the Children In Between programme, in order to provide them with support and guidance through this difficult period in their lives. I emphasise that both parties should also be open receptive to the benefits of counselling; if they continue to hold on to their grievances against the other party to the exclusion of the children's welfare, they end up harming only their children and themselves.

**Division of matrimonial assets**

23 The parties' main matrimonial asset is the matrimonial flat which is registered in their joint names. Both parties maintained the common position that there should not be division of the other matrimonial assets, apart from the flat, one of the Mother's insurance policies, and some identified belongings/jewellery.

*Contributions towards the matrimonial flat*

24 The parties did not agree on the valuation of the matrimonial flat. The Mother claimed that the flat is worth about $592,000 while the Father asserted its value to be $510,000. Given that the Mother's valuation was more recent while the Father's was dated January 2021, I find that the flat is more likely to be worth about $592,000. The outstanding mortgage loan as at 24 August 2021 is $274,245.85, so the net value of the flat is about $317,754.15. The Father sought to retain the matrimonial flat while the Mother wanted the flat to be sold in the open market.

25 Both parties utilised their CPF monies for the purchase of the flat, and the Mother stopped using her CPF monies to finance the mortgage since March 2019. The Father claimed that he also paid cash of (i) $22,000 for the downpayment; (ii) $5,799.40 for agent's fees; (iii) $15,000 for the furniture and fittings; and took out two renovation loans of up to $47,461.14 in total. The Father stated that his parents gave him a loan of $40,000 which he used to pay for the flat, and which he repaid in monthly instalments of $1,000. The Mother did not dispute that the parties borrowed money from the Father's parents but her claim was that the sum borrowed was only $27,000. She also

claimed that she was the one repaying the Father's parents in monthly instalments of $1,000 and not the Father. The repayment of the two renovation loans is also disputed, each party had taken one renovation loan in their own name. The Father claimed he made the repayments for both loans whereas the Mother claimed that she paid for part of the loans by taking out other bank loans to do so. The Mother asserted that she had made payment of $27,000 for the first renovation loan, and $13,000 for the second loan.

26 It was not disputed that the cash downpayment for the matrimonial flat and the agent's fees amounted to $27,000. As both parties did not dispute that part of the cash downpayment came from a loan from the Father's parents, and the loan was probably made to both parties in order to assist them with the purchase of their first matrimonial home, I attributed the sum to both of them equally. I gave little weight to the affidavits filed by the Father's parents, who claimed that the Father was repaying the loan in monthly instalments, as their affidavits were clearly skewed in favour of the Father and should not be considered independent evidence. In any event, when the marriage was still intact and in the absence of documentary evidence, it would have been difficult to ascertain whether the monies paid by the Father to his parents every month was an allowance from a filial son or was meant to be a repayment of the "loan" extended to him and the Mother; and whether the monies repaid came from *both* parties or just one party. Before the marriage broke down, it was apparent that both parties did attempt to pay for their share of the renovation loans since there were two loans and one was taken out by each party. The renovation loans amounted to about $54,000 in total. In the circumstances, I also attributed the payment for the renovation loans equally.

27 The direct financial contributions of parties to the flat are therefore as follows:

| **Mother** | **Father** |
|---|---|
| CPF - $118,145 | CPF – $206,714 |
| Cash - $40,500 | Cash - $40,500 |
| Total: $405,859 | |
| **39**% | **61**% |

*Adverse inference*

28 The Mother sought an adverse inference to be drawn against the Father on the basis that there were substantial withdrawals from the Father's bank accounts, amounting to thousands of dollars every month. The Mother also claimed that the Father had not accounted for a sum of about $14,312.08, previously collected from rental proceeds of the matrimonial flat. The Mother clarified that she was seeking this adverse inference to be drawn such that she would be awarded an uplift for her share of the matrimonial flat.

29 I found it odd that a party could ask the court to draw an adverse inference in respect of matrimonial assets which they were **not** seeking a share of; such that that party could be awarded an uplift of the matrimonial flat. Surely, if parties had agreed that there was to be no division of the matrimonial assets other than the matrimonial flat, there would be no necessity for the court to look into whether there was any lack of disclosure/concealment or dissipation of those assets. In any event, *even if* such an adverse inference of assets which were not to be divided could be drawn, I was not minded to draw such an adverse inference as set out below.

30 It is trite law that in order for an adverse inference to be drawn against a party for lack of full and frank disclosure, there must be enough evidence that establishes a prima facie case against the party against whom the inference is to be drawn; and that party must have had some particular access to the information he/she is said to be hiding. It was also stated in *BOR v. BOS and another appeal* [2018] SGCA 78 that for the first of these requirements, there "must be some evidence which suggests on its face that the party in question has deliberately sought to conceal or deplete some assets which would otherwise be available for division". In the present case, the Mother claimed that the Father failed to provide a proper account of the said withdrawals and rental proceeds despite the Mother's requests. However, in making this submission, the Mother's solicitors only provided partial disclosure of the evidence submitted. The Father's solicitors submitted that in response to the Mother's requests, the relevant evidence/explanation had been forwarded to

the Mother's solicitors in May 2021 but this was not exhibited by the Mother in her affidavits.

31 In order to save costs for parties and to reduce the amount of voluminous and irrelevant evidence adduced in proceedings, it has been the practice for the court to direct that the parties provide requested documents/information under cover of letter to the requesting party, instead of filing affidavits to exhibit all the requested documents/information, to provide what is known as "voluntary disclosure". If the requesting party subsequently seeks to rely on any of the documents disclosed, the providing party should then file an affidavit to exhibit *only the documents relied on by the requesting party.* This is because it has been observed that generally, parties may enquire about a wide range of documents during the discovery process but may not actually rely on/refer to *all* the documents sought for the purposes of the ancillary hearing. In that case, it is hardly useful for the parties to exhibit in affidavit **all** the documents *not* referred to or relied on, in fact it is a waste of costs and resources, and inundates the court with voluminous, and ultimately irrelevant, documents.

32 However, if the requesting party is relying on such requests to make submissions at hearing, it is imperative for the entire picture to be put before the court, namely any responses/lack of responses from the other party should be duly placed before the court. An omission to do so may be considered an attempt to mislead the court. In the present case, it is regrettable that the Mother's counsel chose to only exhibit selective evidence in order to put forward a one-sided case. I therefore granted leave to the Father's counsel to file a further affidavit to exhibit the Father's responses to the Mother's requests for discovery for completeness.

33 Based on all the evidence submitted, I did **not** find that the Father had deliberately sought to hide or conceal any evidence of his assets or cash withdrawals from the court. With regard to the rental proceeds collected for the matrimonial flat, this had been for the period 2012-2017, before the marriage broke down. The Father submitted that the parties had agreed at the time, that the rental of $650 per month be used for payment of the household expenses and this was not disputed by the Mother. In the circumstances, I did not find any basis to justify an adverse inference being drawn against the Father.

*Division of the matrimonial flat*

34 It is by now trite law that the structured approach in *ANJ v. ANK* [2015] 4 SLR 1043 (as clarified in *TNL v. TNK and another appeal and another matter* [2017] 1 SLR 609) generally applies to the division of matrimonial assets. As the Court of Appeal reiterated at [37] of *TNL v. TNK*:

> "*the ANJ approach involves three broad steps by which the court should:*
>
> (*a*) *express as a ratio the parties' direct contributions relative to each other, having regard to the amount of financial contribution each party made towards the acquisition or improvement of the matrimonial assets ("Step 1");*
>
> (*b*) *express as a second ratio the parties' indirect contributions relative to each other, having regard to both indirect financial and non-financial contributions ("Step 2"); and*
>
> (*c*) *derive parties' overall contributions relative to each other by taking an average of the two ratios above, keeping in mind that, depending on the circumstances of each case, the direct and indirect contributions may not be accorded equal weight and one of the two ratios may be accorded more significance than the other ("Step 3").*"

35 The purpose of the *ANJ v. ANK* structured approach is to "accord due and sufficient recognition to each party's contribution towards the marriage – without overcompensating or undercompensating a spouse's indirect contributions – so that the outcome would, in the circumstances of each case, lead to a **just and equitable** division". The Court of Appeal in *USB v. USA* [2020] SGCA 57 also stated that the *ANJ v. ANK* structured approach should continue to apply to dual-income short marriages, and that a key characteristic of the structured approach is that it deals fairly with direct and indirect contributions whilst giving the court a discretion to set the weightage in terms of the relative importance of the direct and indirect contributions. Such a

discretion to determine the weightage of direct and indirect contributions is especially useful in a short marriage, as in the present case.

36 Both parties in the present case also applied the *ANJ v. ANK* approach in their respective submissions regarding division of the matrimonial flat. While the parties each described their indirect contributions in great detail, it is not disputed that the marriage lasted in effect only seven years, from the date of marriage to the time the parties started living separately. I found that both parties did their part when it came to contributing to the household and children's expenses, although it was more likely that the Father paid more than the Mother as he earned more. It was also not disputed that during the marriage, the Father provided the Mother with a supplementary credit card. Both parties had a lot to say about their indirect contributions with regard to the children's care, and attacked the other party's perceived lack of contributions in this regard. Given that this was a short marriage, and each party had one child with them after the date of separation, taking all the relevant factors into account, I found that an appropriate ratio for the parties' indirect contributions would be 50:50.

37 In *UJF v. UJG* [2019] 3 SLR 178, it was stated that in a short marriage, greater weight should be given to the direct contributions as opposed to the indirect contributions. This was because indirect contributions would "generally accumulate and be substantial only with a longer passage of time", compared to direct contributions. That case concerned a short marriage of 4.5 years with no children, and a weightage of 75:25 in favour of direct contributions was reached.

38 In the present case, which is a short marriage of about 7 years with two children, I find that a weightage of 70:30 in favour of direct contributions is appropriate. In the circumstances, the division ratio is:

Mother

((39/100) x 70) + ((50/100) x 30) = 27.3 + 15 = 42.3

Father

((61/100) x 70) + ((50/100) x 30) = 42.7 + 15 = 57.7

39 As the Father wished to retain the matrimonial flat, I thus ordered the Mother to transfer her share of the flat to the Father in consideration of him paying her for her 42.3% share, which amounted to about $134,410. This was slightly less than the total amount which had to be refunded to the Mother's CPF account including accrued interest.

*Issues regarding other assets, including jewellery*

40 The Father asked that the Mother surrender her Great Eastern insurance policy and reimburse him for the premiums which he had paid from inception to June 2020, in the sum of $11,500.80. The Father has since stopped paying for the said policy. The Mother also claimed that she has about $85,000 worth of gold jewellery which were bought for her by her parents. This was disputed by the Father, who claimed that most of the said jewellery were bought and paid for by his relatives and himself. The Father sought the return of the gold jewellery purchased for the children. The Mother also sought an order that she be allowed to collect her belongings left in the matrimonial home.

41 The Father had paid the premiums for the Mother's insurance policy during the marriage until June 2020, and this was already taken into account towards his indirect contributions for the division of the matrimonial flat. I therefore did not see any reason to also order that the Mother's policy be surrendered and for the surrender monies to be paid to him.

42 With regard to the gold jewellery, it appeared that parties were in agreement on the total value of the jewellery pegged at $85,000 however there was no breakdown given of the value of the individual items of jewellery. The Father had only submitted some invoices for jewellery made out in the names of different people, which did not amount to the total value of $85,000 as claimed by either party. I was therefore unable to ascertain which items were gifts or what their actual value was. The Father claimed that the Mother had taken items of jewellery bought for the children and jewellery bought by him as gifts for the Mother. However, in the Father's submissions for the hearing, he appeared to have abandoned his claim for the Mother to return the gifts he had

given her, and only sought the return of the jewellery purchased for the children. The Mother claimed that she had purchased the jewellery for the children, and that during the marriage, she had similarly bought gold jewellery for the Father as gifts, but she was not seeking the return of the same. Neither party advanced any submissions or authorities regarding such inter-spousal gifts.

43 Given that the Mother has care and control of the children, I did not see why the Mother should not also keep the children's jewellery, to be given to the children when they are older. It was also unclear which specific items of jewellery belonged to the Mother or the children, the exact value of such items or who had really paid for them. In the circumstances, if the parties wished to pursue the return of these items, I ordered that they were to make an inventory list of the gold jewellery in their possession and to divide the same equally. Alternatively, if the parties could not agree on the division, each was to retain the said jewellery in their possession.

**Maintenance for the Mother and the children**

44 In the Mother's Ancillary Fact & Position Sheet, she sought lump sum maintenance for herself without submitting a quantum for such maintenance. However, in her submissions for the ancillary hearing, she appeared to have abandoned the claim for maintenance for herself. In any event, maintenance for an ex-wife is not a given, and even nominal maintenance should not be ordered automatically or as a matter of course. As the Mother has a stable income and earning capacity and can well afford her own expenses, I ordered that there be no maintenance for the Mother.

45 Both parties are currently working. The Father is a supervisor earning about $8,500 per month and the Mother is a teacher earning about $5,300 per month. The Father submitted that the younger child, B's expenses came up to about $1,870 a month. The Mother submitted that if B was in her care and control, she intended to enrol him in the same childcare as A, and this meant that his school fees would increase to $1,850 per month, therefore submitting a total monthly expense of $3,190.20 for B. The Mother's estimate of A's expenses were about $3,590 per month, however she admitted that as this sum included A's childcare fees of $1,850 and A will be attending primary school from 2022 onwards, she was agreeable to A's monthly expenses to be pegged at the sum of $1,753 per month instead. The Father estimated A's reasonable expenses to be $778 per month. Given that the Father estimated his expenses for the younger child to be $1,850 per month, I was of the view that the Mother's estimate for A's monthly expenses (less the childcare fees) was reasonable.

46 As A would no longer be attending childcare in a matter of two months, I did not find it reasonable for the Mother to decide to enrol B in the same childcare, and to pay childcare fees which were a huge increase from B's current childcare centre. Even if the Mother intends to enrol B in a different childcare centre nearer to her home, now that she has care and control, it need not be a childcare with higher fees but if she chooses nevertheless to do so, it would not be fair to make the Father contribute towards an expensive school over which he had no say. I was of the view that the more reasonable sum of $1,870 per month, as provided by the Father, was a realistic estimate of B's expenses.

47 It is the duty of both parents to contribute towards the maintenance of the child. Section 68 of the Charter, which applies to divorce proceedings by virtue of section 127(2), makes it clear that it is the duty of a parent to "maintain or contribute to the maintenance of his or her children, whether they are in his or custody or in the custody of any other person". Section 69(4) of the Charter also lists the factors which the court should consider when determining the sum of maintenance to be ordered. The ratio of the parties' income was about 62:38 with the Father earning more than the Mother. I therefore found it fair and reasonable for the Father to bear 62% of the children's monthly expenses ($3,623), which came up to about $2,200 and I ordered that the Father is to pay the Mother maintenance for both children in the sum of $2,200 per month.

**Costs**

48 When I granted the Interim Judgment on the Claim and Counterclaim, based on *both* parties' unreasonable behaviour, I ordered that each party is to bear their own costs for the divorce hearing. As costs generally follow the

events and there are no "winners" or "losers" in family proceedings, I also ordered that each party is to bear their own costs for the ancillary proceedings.

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[note: 1][22] of *Wong Phila Mae v. Shaw Harold* [1991] 1 SLR (R) 680.

[note: 2]*ABW v. ABV* [2014] 2 SLR 769.

[note: 3][90] of *TSF v. TSE* [2018] 2 SLR 833.

[note: 4][51], *ibid*.

[note: 5][52], *ibid.*

[note: 6]See [63] of *TSF v. TSE* [2018] 2 SLR 833.

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