

**GS**  
**v**  
**GT**

**[2023] SGSYC 12**

Syariah Court — Originating Summons No 58513  
Guy bte Ghazali  
5 December 2023

*Divorce — Division of matrimonial assets*

*Divorce — Mutaah — Payment*

**Case(s) referred to**

*ARY v ARX* [2016] 2 SLR 686  
*ANJ v ANK* [2015] 4 SLR 1043  
*DZ v EA* (2021) 8 SSAR 241  
*GG v GH* (2023) 9 SSAR 189  
*TNL v TNK* [2017] 1 SLR 609

**Legislation referred to**

Administration of Muslim Law Act 1966 (2020 Rev Ed) s 52(7)

At the Syariah Court:

*Iman Ibrahim and Rebecca Yeo (Salem Ibrahim LLC) for the plaintiff*  
*Amalina Kamal (Ika Law LLC) for the defendant*

Parties:

*Plaintiff – Wife*

*Defendant – Husband*

[Editorial note: The appeal in Syariah Appeal No 34 of 2023 was deemed withdrawn.]

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[Editorial note: This is the grounds of decision of the Syariah Court dated 5 December 2023 (which was originally issued as an *ex tempore* judgment).]

5 December 2023

**Guy bte Ghazali (Senior President, Syariah Court):**

### **Introduction**

1 The parties married on 29 May 1999 in Singapore. The plaintiff is the wife (hereinafter referred to as “the Wife”). The defendant is the husband (hereinafter referred to as “the Husband”).

2 At the hearing on 25 August 2023, the Court confirmed the Husband’s pronouncement of divorce on 21 January 2023 by three *talak bain kubra*. The *talak* was not disputed by the Wife. The Husband also confirmed to the Court that he had the intention to effect three *talak* on the Wife by his pronouncement of divorce on 21 January 2023. As at the date of the *talak*, the parties had been married for 23 years and eight months.

3 The parties have two sons, born in 2000 and 2002 respectively. The elder son has attained majority age. With regard to the younger son, the parties have entered into a consent order at the hearing on 6 October 2023 as follows:

- i. The parties shall have joint custody of their minor child, namely, [T] ([identification number redacted]), male, born on [date and month redacted] 2002.
- ii. The Wife shall have care and control of the child.
- iii. The Husband shall have reasonable access to the child.

4 As the marriage has been dissolved by three *talak bain kubra*, both parties agree that there should be no order for *nafkah iddah*. I accordingly make no order for *nafkah iddah*.

5 The issues to be determined by this Court are *mutaah* and division of matrimonial assets.

### ***Mutaah***

6 The Wife is claiming *mutaah* in the sum of \$12.00 a day for 8,639 days of marriage amounting to \$103,668.00. The Husband is offering \$2.00 a day for the same duration amounting to \$17,278.00. In determining the appropriate award for *mutaah*, the Husband’s means is the predominant consideration. Based on the Husband’s Notice of Assessment for the Year of Assessment 2020, his annual gross income from employment is \$141,865.00. Less Central Provident Fund (“CPF”) deduction, his annual net income from employment is \$121,461.00. This works out to a monthly net income of \$10,121.75. On this basis, I am

awarding the Wife *mutaah* in the sum of \$86,390.00 (or \$10.00 a day for the duration of the marriage).

### **Division of matrimonial assets**

#### **(i) *Operative date for identification and valuation of matrimonial assets***

7 Relevant to this case is the question of the operative date for the identification and valuation of matrimonial assets.

8 The civil courts have leaned towards using the date of Interim Judgment as “the starting point or default position” in identifying the “operative date to determine the pool of matrimonial assets” (see *ARY v ARX* [2016] 2 SLR 686 at [31]). The divorce process in the civil courts consists of two stages, namely, (a) the Interim Judgment stage which dissolves the marriage, and (b) the ancillary matters hearing stage which resolves or determines the ancillary issues culminating in the ancillary matters order and thereafter the Final Judgment.

9 Unlike the civil courts, the Syariah Court does not adopt the two-stage process but instead determines both the divorce and the ancillary issues in a single hearing (notwithstanding that the hearing may take more than one sitting to conclude).

10 In *GG v GH* (2023) 9 SSAR 189 at [22], the Syariah Court expressed that:

... the starting point or default position for the identification of matrimonial assets for Syariah Court cases ought to be the date of the ancillary matters hearing, which is ordinarily also the date of the pronouncement of talak (in cases where talak has not been pronounced by the husband) or the date where the pronouncement of an out-of-court talak is confirmed by the Court. It is to be further noted that even where a husband claims to have pronounced an out-of-court talak, the validity of the talak has to be assessed by the Court before the Court will confirm the said pronouncement. Hence, the pronouncement of an out-of-court talak does not automatically bring the marriage to an end. It has to be assessed and determined by the Court as a valid talak before the Court will proceed to make a decree for divorce. [emphasis added in underline]

11 The plaintiff in *GG v GH* had appealed against the Syariah Court’s orders on division of matrimonial assets made on 17 July 2023. The said appeal was dismissed by the Appeal Board on 27 November 2023. The Syariah Court’s orders were accordingly upheld on appeal.

12 Having the benefit of another opportunity to consider the issue of operative date for identification of matrimonial assets, this Court is of the view that a more appropriate cut-off date for the identification of matrimonial assets in Syariah Court proceedings is at the time of the filing of the parties’ affidavits of evidence-in-chief (“AECs”). This is the

juncture where the parties will be providing a declaration of their assets. Ideally, the parties should not be disposing any of the assets that have been declared until the conclusion of the hearing of ancillary matters. However, if the circumstances are such that the assets need to be disposed of, the parties would still be required to account for these assets at the ancillary matters hearing stage.

13 As for the operative date for the valuation of matrimonial assets, this Court shares the observation in *GG v GH* at [23] that the default position should be the same as the civil courts, which is the date of the ancillary matters hearing. In practice, this is done by applying values nearest to the ancillary matters hearing date, which are typically values contained in the parties' AEICs. In the context of the Syariah Court, this operative date should apply to all matrimonial assets including CPF and/or bank account balances as unlike the civil courts, the Syariah Court does not adopt a two-stage process in its court divorce framework (in the civil courts, unlike other assets which are valued as at the date of the ancillary matters hearing or at a date closest to it, the values of CPF and/or bank account balances are taken as at the date of Interim Judgment).

**(ii) *Agreed matrimonial assets***

14 Below is a list of matrimonial assets which is agreed between the parties as to their (a) nature (*ie*, the parties do not dispute that these are matrimonial assets), (b) value and (c) attribution of direct financial contribution in respect of the asset.

S/N	Asset	Wife's direct financial contribution	Husband's direct financial contribution
1	Husband's motor vehicle (net value)	Nil	\$15,000.00
2	Husband's Prudential insurance policy ending with 9064	Nil	\$10,861.00
3	Husband's DBS Account ending with 0058	Nil	\$2,221.02
4	Husband's CPF account balances Ordinary: \$605,065.31 Special: \$318,867.59 Medisave: \$68,500.00	Nil	\$992,432.90
5	Wife's motor vehicle (net value)	\$10,000.00	Nil
6	Wife's Prudential insurance policy ending with 7049	\$5,945.00	Nil

7	Wife's Prudential insurance policy ending with 0188	\$8,838.00	Nil
8	Wife's Prudential insurance policy ending with 6319	\$6,581.00	Nil
9	Wife's DBS Account ending with 3158	\$10.39	Nil
10	Wife's DBS Account ending with 9877	\$1,578.64	Nil
11	Wife's DBS Account ending with 8160	\$116.15	Nil
12	Wife's POSB Account ending with 9593	\$34.08	Nil
13	Wife's New Zealand Stream-line Account ending with 5700	\$71.63	Nil
14	Wife's New Zealand Savings on Call Account ending with 5750	\$61.32	Nil
15	Wife's CPF account balances Ordinary: \$590,210.39 Special: \$284,681.39 Medisave: \$63,283.63	\$938,175.41	Nil
	Total: \$1,991,926.54	\$971,411.62	\$1,020,514.92

15 Apart from the abovementioned assets, the following assets are also agreed matrimonial assets. However, there are aspects of these assets which are in dispute. These assets are:

- (a) The net sale proceeds of the parties' former matrimonial home at Bowmont Gardens ("the Bowmont Gardens Property")
- (b) The Husband's shares in [P] Clinic
- (c) The Wife's previous shares in [P] Clinic
- (d) The account balance in the parties' joint DBS Account ending with 9502

16 I will address each of these assets in turn.

(a) *The net sale proceeds of the Bowmont Gardens Property*

17 The Bowmont Gardens Property was sold on 3 December 2021. It is undisputed that:

- (a) A total sum of \$1,093,252.61 was refunded into both parties' CPF accounts pursuant to the sale of the Bowmont Gardens Property.

(b) A sum of \$1,127,812.91 is being held in escrow by the parties' conveyancing solicitors, LegalWorks Law Corporation.

(c) The Wife received cash in the sum of \$87,238.07 from the sale of the Bowmont Gardens Property on 3 December 2021.

(d) The Husband received cash in the sum of \$116,765.45 from the sale of the Bowmont Gardens Property on 3 December 2021.

18 At the hearing on 6 October 2023, both counsel agreed that the net sale proceeds from the Bowmont Gardens Property should be valued as \$1,331,816.43 (comprising the sum that is being held in escrow by the parties' conveyancing solicitors and the cash sums received by both parties on 3 December 2021).

19 As for the parties' direct financial contributions to the Bowmont Gardens Property, the parties agree that the Bowmont Gardens Property was funded as follows:

(a) The Wife contributed \$427,371.58 of her principal CPF monies towards the purchase of the Bowmont Gardens Property.

(b) The Husband contributed \$453,298.23 of his principal CPF moneys towards the purchase of the Bowmont Gardens Property.

(c) A sum of \$2.4m was utilised from the sale proceeds of the parties' previous matrimonial home. However, the parties are in disagreement as to how this sum ought to be attributed. I have attributed this sum equally to both parties as their direct financial contribution to the Bowmont Gardens Property (*ie*, \$1.2m to each party).

(d) There were cash repayments amounting to \$478,341.96. However, the parties are in disagreement as to how this sum ought to be attributed. I have attributed this sum equally to both parties as their direct financial contribution to the Bowmont Gardens Property (*ie*, \$239,170.98 to each party).

20 The Husband's total direct financial contribution to the Bowmont Gardens Property is \$1,892,469.21 while the Wife's total direct financial contribution is \$1,866,542.56. The ratio of the parties' direct financial contribution is 50:50 (rounded off). Applying this ratio to the agreed value of \$1,331,816.43, the Husband's direct financial contribution is \$665,908.22 while the Wife's direct financial contribution is \$665,908.21 (the \$0.01 difference is attributed to the Husband).

(b) *The Husband's shares in [P] Clinic*

21 The parties agree that the Husband's current shares in [P] Clinic are matrimonial assets. The Husband is holding a 4% share in [P] Clinic.

However, the parties disagree on the valuation of these shares. Both parties did not file a valuation report in this regard.

22 The Husband's counsel has ascribed a value of \$205,266.67 to the Husband's shares. In this regard, the Husband's counsel relied on the following to derive the said value:

(a) The Wife received \$6,000.00 for transfer of her 6% share in [P] Clinic to [H] Pte Ltd on 23 September 2022.

(b) The Husband's counsel made a separate reference to a Subscription Agreement dated 14 April 2021 between [B] Pte Ltd, [P] Clinic and the Wife ("the Subscription Agreement") under which [P] Clinic was to receive \$200,000.00 for the subscription of 90 shares (or a 90% share in [P] Clinic). The Husband's counsel further submitted that the Wife conceded to having received gross salary amounting to \$239,000.00, salary and bonus totalling \$46,400.00 on 22 December 2020 and one month's bonus in the sum of \$16,500.00 under the Subscription Agreement.

(c) According to the Husband's counsel, the Wife received a total of \$307,900.00 for her 6% share in [P] Clinic. The value of the Husband's 4% share would therefore be \$205,266.67 ( $\$307,900.00/6 \times 4$ ).

23 It is the Wife's counsel's submission that the Wife's salary and bonus are distinct from the valuation of the shares. I agree with the Wife's counsel. Also, the Husband's counsel appears to have conflated the subscription of 90 shares by [P] Clinic to [B] Pte Ltd under the Subscription Agreement on 14 April 2021 with the transfer of the Wife's 6% share to [H] Pte Ltd on 23 September 2022.

24 On balance, and in the absence of a valuation report, I have accepted the Wife's counsel's submission that the value of the Husband's 4% share in [P] Clinic is \$8,888.89 ( $\$200,000.00/90 \times 4$ ). I have attributed this sum wholly to the Husband as his direct financial contribution.

*(c) The Wife's previous shares in [P] Clinic*

25 Both parties agree that the value of the Wife's previous shareholding in [P] Clinic, which was disposed of on 23 September 2022, ought to be included in the matrimonial pool. As stated earlier, the Husband's counsel has quantified the Wife's 6% share in [P] Clinic as \$307,900.00. The Wife's counsel has attributed a figure of \$6,000.00, which is the sum received by the Wife from [H] Pte Ltd on 23 September 2022. I have adopted the Wife's value and attributed this sum wholly to the Wife as her direct financial contribution.

(d) *The account balance in the parties' joint DBS Account ending with 9502*

26 Both parties agree that the balance amount in their joint DBS Account is a matrimonial asset. Notwithstanding that there is only a balance of \$0.17 in the said account, the parties are in dispute as to how the direct financial contribution ought to be attributed. The Wife says that this sum ought to be attributed wholly to her as her direct financial contribution while the Husband takes the position that this sum ought to be attributed equally between the parties. I have accepted the Husband's position and attribute \$0.09 to the Wife as her direct financial contribution and \$0.08 to the Husband as his direct financial contribution (the \$0.01 difference is attributed to the Wife).

(iii) *Disputed matrimonial assets*

27 The Husband has also sought to include the following items in the matrimonial pool:

(a) Jewellery from Tiffany & Co which the Husband gifted to the Wife. The value is agreed as \$11,934.00. The Wife disputes the inclusion of this item as she says the jewellery are gifts from the Husband. I have allowed the inclusion of this item as the jewellery are inter-spousal gifts. I have attributed the direct financial contribution to the Husband as he paid for the jewellery.

(b) Two Eternity diamond bands, other jewellery from Goldheart, Lee Hwa, Pandora and Larry Jewelry, gold and diamond Rolex watch, steel and diamond Rolex watch and luxury bags (Prada, Gucci, Michael Kors, Kate Spade and Coach). As the Husband has not identified these assets with sufficient specificity or shown that these assets are still in existence and are with the Wife, I have not included these assets in the matrimonial pool.

28 The other disputed asset is a property which I will refer to as the Saint Patrick's Road Property. The Husband has sought to include the Saint Patrick's Road Property in the matrimonial pool. The Wife's position is that the Saint Patrick's Road Property is held in trust for the parties' elder son and is not a matrimonial asset. I accept the Wife's position. In this regard, I have had sight of the written grounds of decision of the High Court. I note that the Husband's application to set aside the Trust Deed executed by both parties in favour of their elder son was not successful as the High Court found that the Trust Deed was *bona fide*. I further note that the High Court has removed the Husband as a trustee of the Saint Patrick's Road Property. Given that the Saint Patrick's Road Property is a trust property held in trust for the parties' elder son, I have not included the same in the matrimonial pool.



*(iv) The matrimonial pool*

29 The total value of the matrimonial pool is \$3,350,566.03:

S/N	Asset	Wife's direct financial contribution	Husband's direct financial contribution
1	Husband's motor vehicle (net value)	Nil	\$15,000.00
2	Husband's Prudential insurance policy ending with 9064	Nil	\$10,861.00
3	Husband's DBS Account ending with 0058	Nil	\$2,221.02
4	Husband's CPF account balances Ordinary: \$605,065.31 Special: \$318,867.59 Medisave: \$68,500.00	Nil	\$992,432.90
5	Wife's motor vehicle (net value)	\$10,000.00	Nil
6	Wife's Prudential insurance policy ending with 7049	\$5,945.00	Nil
7	Wife's Prudential insurance policy ending with 0188	\$8,838.00	Nil
8	Wife's Prudential insurance policy ending with 6319	\$6,581.00	Nil
9	Wife's DBS Account ending with 3158	\$10.39	Nil
10	Wife's DBS Account ending with 9877	\$1,578.64	Nil
11	Wife's DBS Account ending with 8160	\$116.15	Nil
12	Wife's POSB Account ending with 9593	\$34.08	Nil
13	Wife's New Zealand Stream-line Account ending with 5700	\$71.63	Nil
14	Wife's New Zealand Savings on Call Account ending with 5750	\$61.32	Nil
15	Wife's CPF account balances Ordinary: \$590,210.39 Special: \$284,681.39 Medisave: \$63,283.63	\$938,175.41	Nil

16	Net sale proceeds of the Bowmont Gardens Property  (Agreed value is \$1,331,816.43, which includes cash proceeds received by the Wife and the Husband on 3 December 2021 in the sums of \$87,238.07 and \$116,765.45 respectively.)	\$665,908.21	\$665,908.22
17	Husband's shares in [P] Clinic	Nil	\$8,888.89
18	Wife's previous shares in [P] Clinic	\$6,000.00	Nil
19	Parties' joint DBS Account ending with 9502  (Agreed value is \$0.17.)	\$0.09	\$0.08
20	Jewellery from Tiffany & Co gifted by Husband to Wife (in Wife's possession)	Nil	\$11,934.00
	Total value of matrimonial pool: \$3,350,566.03	\$1,643,319.92	\$1,707,246.11
	Ratio of parties' direct financial contribution to matrimonial pool	49%	51%

**(v) *The application of the structured approach***

30 As this is a dual-income marriage, I have applied the structured approach laid out in the Court of Appeal case of *ANJ v ANK* [2015] 4 SLR 1043 and endorsed by the Appeal Board in *DZ v EA* (2021) 8 SSAR 241 to arrive at a just and equitable division of the matrimonial assets as mandated by s 52(7) of the Administration of Muslim Law Act 1966 (2020 Rev Ed) (“*AML*”).

31 The ratio of the parties' direct financial contribution to the matrimonial pool is 49:51 in favour of the Husband.

32 For indirect ratio, the Wife's counsel submitted a ratio of 80:20 in the Wife's favour while the Husband's counsel submitted 50:50.

33 Adopting a broad-brush approach, I attribute a ratio of 70:30 in favour of the Wife for indirect contributions. In doing so, I consider the following broad factual indicators:

- (a) This is a long marriage of 23 years and eight months.
- (b) The parties have two children. Although the Wife is working, she has been the primary caregiver of the child.
- (c) Although both parties made financial contributions to the family and the household, the Wife's financial contributions are significant. The Wife is also the higher income earner.

34 Applying equal weightage to both direct and indirect ratios, the average ratio in respect of the matrimonial pool is 59.5:40.5 in the Wife’s favour.

	Wife	Husband
Direct financial contribution ratio	49	51
Indirect ratio	70	30
Average ratio	59.5	40.5

35 To provide context, given that this is a long marriage, even if the wife is a homemaker who has made no direct financial contribution to the matrimonial pool, the Court would have tended towards equal division based on the guidance in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 in respect of long single-income marriages. In the present case, the Wife has contributed 49% towards the matrimonial pool. An outcome of 59.5% in the Wife’s favour is just and equitable in the circumstances.

36 The Husband’s 40.5% share in the matrimonial pool is \$1,356,979.24. Less the value of the assets in his name (and the cash proceeds which he received from the sale of the Bowmont Gardens Property in the sum of \$116,765.45), his remaining share in the matrimonial pool is \$210,809.98. Less the amount of *mutaah* payable to the Wife (*ie*, \$86,390.00), the Husband’s balance share in the matrimonial pool is \$124,419.98. This sum will be paid out from the money that is being held in escrow by the parties’ conveyancing solicitors, LegalWorks Law Corporation.

37 My orders are as follows:

- (1) There is no order for nafkaḥ iddah.
  - (2) There is no further mutaah payable.
  - (3) Of the sum of \$1,127,812.91, being the remaining sale proceeds of the Bowmont Gardens Property, held in escrow by LegalWorks Law Corporation, the Plaintiff shall receive \$1,003,392.93 and the Defendant shall receive \$124,419.98. For the avoidance of doubt, this order is made pursuant to section 52(3)(d) of the Administration of Muslim Law Act 1966.
  - (4) Within one (1) month from the date of this Order, the parties shall take all necessary steps to close their joint DBS Bank Account ending with 9502. The balance amount as at the date of closure shall be retained by the Wife solely.
  - (5) Save as set out above, the parties shall retain assets in their respective names.
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