

Loh Swee Peng v Chan Kui Kok
[2015] SGHC 64

Case Number : Divorce Transfer No 502 of 2011
Decision Date : 10 March 2015
Tribunal/Court : High Court
Coram : Vinodh Coomaraswamy J
Counsel Name(s) : Goh Siok Leng (Christina Goh & Co) for the plaintiff; Jeanny Ng (Jeanny Ng) for the defendant.
Parties : Loh Swee Peng — Chan Kui Kok

Family law – Matrimonial assets – Division

Family law – Maintenance – Wife

10 March 2015

Vinodh Coomaraswamy J:

Introduction

1 The parties to these proceedings are husband and wife. They married in 1971. There are four children of the marriage. Each of the children achieved adulthood and economic independence from their parents long ago. No questions of custody or maintenance for the children therefore arise.

2 The wife petitioned for divorce in 2011 on the basis of the husband's unreasonable behaviour. The husband initially opposed the divorce but he eventually withdrew his objections after the plaintiff amended her statement of particulars in 2012. Interim judgment was granted uncontested a few months later in 2012. [\[note: 1\]](#) The application before me concerns the division of the matrimonial assets and maintenance for the wife.

3 It is common ground that the matrimonial assets comprise the following:

(a) Assets in joint names:

(i) A 4-room HDB flat in Serangoon. This is the matrimonial home. This property is by now unencumbered. The wife values it at \$400,000 [\[note: 2\]](#) while the husband values it at \$445,000. [\[note: 3\]](#)

(ii) A shop unit in Lucky Plaza. This property too is by now unencumbered. The market value of the Lucky Plaza property assessed as at 1 April 2014 is \$2.05m. [\[note: 4\]](#)

(iii) A joint current account at OCBC with a credit balance of just under \$83,000. The rent

from the Lucky Plaza property is paid into this account.

(b) Assets in the wife's sole name:

(i) Just under \$20,000 in all the sub-accounts of her CPF account.

(ii) An AIA life insurance policy with a surrender value of just under \$45,000 which pays \$7,500 every 5 years.

(iii) Just over \$130,000 in two current accounts with OCBC.

(c) Assets in the husband's sole name:

(i) Just under \$26,000 in all the sub-accounts of his CPF account.

(ii) An NTUC Income Insurance Policy with a surrender value of about \$60,000.

(iii) A little under \$2,000 in a UOB savings account.

(iv) A little over \$800 in a POSB account.

4 The net value of the matrimonial assets is in excess of \$2.5m. [\[note: 5\]](#) Almost all of that value is represented by real property. The wife seeks four orders from me: (i) an equal division of the real property; (ii) a fair division of the money in the couple's joint current account; (iii) an order that each spouse retain the matrimonial assets held in his or her sole name; and (iv) maintenance of \$500 per month. [\[note: 6\]](#) The husband seeks a 65:35 division of the matrimonial assets and offers nothing to the wife by way of maintenance. [\[note: 7\]](#)

5 Having heard submissions, I order [\[note: 8\]](#) that the real property be sold on the open market with the net proceeds being divided equally between each spouse, subject to each spouse having an option to buy out the other spouse's half-interest. I further order that the money in the couple's joint bank account at OCBC be divided equally between them and that they each retain the assets held in their individual names. I decline to award the wife any maintenance, but make a nominal award to accommodate a future application for maintenance by the wife if circumstances change.

6 I now set out the grounds for my decision.

The history of the marriage

7 The husband and wife married on 30 December 1971. They underwent a customary marriage ceremony on 2 June 1972. [\[note: 9\]](#) The wife is now 65 and the husband is 67. There are four children of the marriage, born in 1973, 1975, 1976 and 1986. The children range in age from 41 to 28 years of age.

8 It was only after their customary marriage in 1972 that the couple began to live together. They lived together initially with the husband's parents for six months. They then lived in a succession of rented accommodation from 1972 to 1978.

9 The wife was earning her own income even before the marriage. [\[note: 10\]](#) She trained as a tailor and ran her own dress-making business from home. After the marriage, she continued to run her business from home and to earn an income. [\[note: 11\]](#) She designed and tailored bespoke [\[note: 12\]](#) dresses for her customers, doing the work either herself or with the assistance of seamstresses. [\[note: 13\]](#) Her business, by all accounts, enjoyed a modicum of success. She also applied her skills to sewing clothes for the husband and their children. [\[note: 14\]](#)

The matrimonial home

10 In 1978, the couple bought their first flat. It was in Ang Mo Kio. [\[note: 15\]](#) The purchase price was \$24,500. [\[note: 16\]](#) The husband paid \$16,000 towards the purchase price from his CPF account and arranged a loan from the HDB for the balance. [\[note: 17\]](#) He also asserts that he alone paid the monthly instalments, either through his CPF account or in cash. [\[note: 18\]](#) The wife, however, asserts that she contributed financially towards the purchase of this flat and towards the loan taken to pay for renovations to the flat. [\[note: 19\]](#) In particular, she alleges that she made a capital repayment of \$9,000 in 1980 or 1981 out of her lottery winnings. [\[note: 20\]](#) It is not necessary for me to reach this far back into history and make any findings on these disputes.

11 The loan on the Ang Mo Kio property was fully repaid by 1981 at the latest. Also in 1981, the husband started his own renovation business. [\[note: 21\]](#)

12 In or about 1999, the couple sold their flat in Ang Mo Kio. There is conflicting evidence about the sale price, with the husband asserting in one of his early affidavits that it was sold for \$255,000 [\[note: 22\]](#) but asserting in a later affidavit that it was sold for \$330,000. [\[note: 23\]](#) Again, it is not necessary for me to resolve this conflict in his evidence. The couple lived with the wife's brother while waiting for their new matrimonial home in Serangoon to be ready. [\[note: 24\]](#) The Serangoon property continues to be their matrimonial home to this day. It is one of the properties which I have to divide.

13 The purchase price of the Serangoon property was \$231,000. The stamp duty and legal fees came to just under \$3,900. The husband's direct contributions towards acquiring the Serangoon property were just under \$57,000, comprising \$53,100 [\[note: 25\]](#) from his CPF account plus the transaction costs of about \$3,900. The wife's direct contribution was just under \$12,000 from her CPF account. The remainder of the purchase price was financed by a loan of about \$160,000. [\[note: 26\]](#)

14 The husband submits that wife's direct contributions towards the Serangoon flat from her CPF account should be attributed to him because she earned those CPF contributions as an employee of his renovation business. His position, therefore, is that he generated all the money which went into her CPF account. I reject that submission. While the ultimate source of the money may have been the

husband's renovation business and his efforts in that regard, the CPF contributions became the wife's property once they were credited to her CPF account. That is so even if she in fact rendered no services to the renovation business but was registered as its employee purely to permit him to hire more foreign labour, as was suggested. The money in her CPF account was her money which she chose to commit to the Serangoon property. I therefore attribute this sum of just under \$12,000 wholly to the wife.

15 The couple did some renovations before moving into the Serangoon property. The wife's account is that she took a loan of \$20,000 to pay for the renovations and repaid the loan in full at the rate of \$500 per month. [\[note: 27\]](#) The husband's account is that all the renovations were done by his renovation business funded by a loan of \$30,000. When that money ran out, the husband's renovation business purchased the necessary remaining materials and carried out the remaining work without payment. He values that remaining work at \$20,000 and claims credit for it. [\[note: 28\]](#)

16 I give credit to each spouse for a \$20,000 contribution towards the renovations. The wife has not produced evidence to corroborate her oral evidence that she took and repaid the loan of \$20,000. But the husband has adduced evidence that a renovation loan of \$30,000 was taken against the security of the Lucky Plaza property to pay in part for the renovations. [\[note: 29\]](#) The husband does not in his calculation claim credit for repayment of that loan. That suggests to me that he implicitly accepts that the wife repaid the loan. There is, however, a conflict of evidence as to the quantum of the loan. The husband says the loan amount was \$30,000 and that the monthly repayment was \$504.30. [\[note: 30\]](#) The wife says she repaid \$20,000 at \$500 per month. [\[note: 31\]](#) I cannot, however, give the wife credit for more than she claims. I therefore adopt the wife's figure and credit to her the sum of \$20,000 as part of her direct contributions to the acquisition of the Serangoon property.

17 I therefore calculate each spouse's direct contributions to the Serangoon property as follows:

	Wife	Husband
Payment from CPF	\$11,600.00	\$53,100.00
Initial cash payment	Nil	Nil
Stamp duty and legal fees	Nil	\$3,893.67
Payment towards renovation	\$20,000.00	\$20,000.00
Total	\$31,600.00	\$76,993.67
Percent contribution	29.1%	70.9%

18 From 1999 to 2001, the wife paid the monthly instalments towards the loan on the Serangoon property out of the profits of her boutique. [\[note: 32\]](#) From 2001 to 2013, the monthly instalments were paid out of the rent which the couple earned on the Lucky Plaza property. [\[note: 33\]](#) I have left these sums out of account in the above calculation, but bring them into account as a factor in the broad-brush approach I apply at [\[44\]](#) below. The loan on the Serangoon property was fully repaid by 2013. [\[note: 34\]](#)

The Lucky Plaza property

19 From 1972 to 1979, the wife's dressmaking business grew. In 1979 she registered it as a sole proprietorship and opened a boutique in rented premises at People's Park Centre. [\[note: 35\]](#) She moved the boutique to Lucky Plaza in 1982 or 1983. In 1988, the boutique moved again, to a different rented unit within Lucky Plaza. [\[note: 36\]](#)

20 In 1992, the opportunity arose for the couple to purchase the Lucky Plaza unit at which the boutique was operating from its landlord. [\[note: 37\]](#) They did so at a price of \$410,000. The idea of purchasing the Lucky Plaza property was entirely the husband's. He saw it as a good investment to fund the couple's retirement. [\[note: 38\]](#) He secured the option from the vendor, he exercised the option, he funded the down payment of 20% of the purchase price and he paid the transaction costs of almost \$6,000. [\[note: 39\]](#) He also arranged a 15-year term loan of \$330,000 to fund the balance of the purchase price.

21 The wife does not dispute that the husband conceived and drove the acquisition of the Lucky Plaza property. But she says that she paid \$70,000 towards its acquisition from a combination of her lottery winnings, a loan from family members and her savings. [\[note: 40\]](#) The wife has no independent evidence to corroborate her affidavit evidence in this regard. The husband rejects this evidence categorically. [\[note: 41\]](#) In the absence of any independent evidence to corroborate the wife's account, I am unable to accept that she contributed \$70,000 to the purchase price of the Lucky Plaza property.

22 The husband made a direct contribution of \$30,000 towards the purchase price of the Lucky Plaza property. He raised this sum by selling his fourth car, a Toyota Corolla. The wife claims that half of this sum of \$30,000 should be attributed to her. She claims credit for it on the basis that she had paid 90% of the cost of the husband's first car and because he paid for his second car out of the couple's joint account. [\[note: 42\]](#) There is no evidence of these payments beyond the wife's assertions on affidavit. It is also not at all clear to me that the wife can trace, as it were, her contributions to the husband's first and second car into his fourth car in this way. I am therefore unable to attribute \$15,000 out of the husband's direct contribution of \$30,000 to the wife.

23 The monthly instalments for the loan secured on the Lucky Plaza property were a little over \$3,000. [\[note: 43\]](#) The husband concedes that, from 1992 to 1998, the wife paid these monthly instalments in full out of the profits of her boutique. [\[note: 44\]](#) But the husband claims that these repayments should be attributed equally to each spouse. He submits that it was his foresight, acumen and capital which led to the couple purchasing the Lucky Plaza property, and which freed the wife's boutique from having to worry about the vagaries of renting premises. The boutique enjoyed another benefit attributable to him, he says, because it paid a smaller amount each month referable to its premises than neighbouring units were paying as rent. Moreover, he says, the amount paid was not an expense but instead went towards increasing the couple's equity of redemption under the mortgage. [\[note: 45\]](#)

24 I accept that the purchase of the Lucky Plaza property was conceived and driven by the husband. But I do not accept his submission that the repayments towards the loan from the profits of the wife's boutique should be attributed to him. That money was earned by the wife through her efforts in her boutique. It should be attributed to her as far as direct contributions are concerned. I will, however, bring into account the husband's efforts in conceiving and driving the acquisition of the Lucky Plaza property and also his indirect contributions to the success of the boutique as factors in the broad-brush approach I apply at [\[44\]](#) below.

25 In or around 1999, when the Ang Mo Kio flat (see [\[12\]](#) above) was sold, the husband applied \$190,000 from the proceeds of sale to pay down the loan on the Lucky Plaza property. [\[note: 46\]](#) I attribute this capital repayment equally to the husband and to the wife. By 1999, the couple had been married 28 years and had had four children. The youngest of their four children was then still only 13 years of age. Even if I were to accept the husband's evidence that the wife made no direct contributions towards the acquisition of the Ang Mo Kio flat, her indirect contributions to the welfare of the family from the time the Ang Mo Kio flat was purchased in 1978 until it was sold in or around 1999 warrants an equal attribution of this capital repayment.

26 The capital repayment of \$190,000 in February 1999 [\[note: 47\]](#) reduced the principal payable on the loan for the Lucky Plaza property to just over \$33,000 [\[note: 48\]](#) and the monthly instalment from about \$3,000 to about \$560. [\[note: 49\]](#) It appears also that the couple secured at this time additional credit facilities of \$120,000 against the Lucky Plaza property. These additional facilities comprised an increase in their overdraft line from \$10,000 to \$100,000 and an additional term loan of \$30,000, presumably connected to the renovation of the Serangoon property. [\[note: 50\]](#) The monthly instalment for this additional term loan was \$504.30, [\[note: 51\]](#) bringing the total monthly instalments for the term loans secured against the Lucky Plaza property to just over \$1,000. But this was still a significantly smaller sum than the monthly instalment before the capital repayment. From 1999 to 2001, the wife continued to pay the monthly instalments for the term loans secured on the Lucky Plaza property out of the profits of her boutique. [\[note: 52\]](#)

27 In 2001, the wife moved her dress-making business from the Lucky Plaza property into the matrimonial home. From 2001, the Lucky Plaza property was let and the rent was applied in part to pay the monthly instalments for the debt secured on it. [\[note: 53\]](#)

28 The mortgage over the Lucky Plaza property was discharged in 2010. [\[note: 54\]](#) It appears odd that it took a further 11 years from 1999 to discharge the mortgage. After the capital repayment in 1999, the Lucky Plaza property stood as security for term loans totalling \$63,000. The reduced principal on the original purchase-money term loan stood at about \$33,000. There was also the entire principal owing on the new \$30,000 term loan. At about \$1,000 a month, one would expect that total amount of about \$63,000 plus interest to be repaid in a little over 63 months. But the mortgage on the Lucky Plaza property was discharged only about 130 months later, in 2010. If the monthly payments of about \$1,000 continued throughout those 130 months, that means that it required at least \$130,000 to discharge the mortgage. This in turn suggests that the additional overdraft facilities arranged at the time of the capital repayment were drawn on and also had to be repaid before the mortgage could be discharged. The use of these overdraft facilities has not been accounted for by the husband.

29 I calculate each spouse's direct contributions to the Lucky Plaza property as follows:

	Wife	Husband
10% deposit	Nil	\$41,000.00
Net proceeds from sale of Toyota Corolla	Nil	\$30,000.00
Capital repayment in 1999	\$95,000.00	\$95,000.00
Servicing of loans from 1992 to 1999 [note: 55]	\$262,500.00	Nil

Servicing of loans from 1999 to 2001	\$25,544.16	Nil
Total	\$383,044.16	\$166,000.00
Percent contribution	69.8%	30.2%

Division of the real property

30 Against that factual backdrop, I now consider how to exercise my power under s 112 of the Women's Charter (Cap 353, 2009 Rev Ed) to divide the matrimonial assets "in such proportion as the court thinks just and equitable."

31 The Court of Appeal in *BCB v BCC* [2013] 2 SLR 324 has recently and authoritatively surveyed the case law and restated how a judge at first instance is to approach this task. I distil the following principles from that case:

- (a) It is fundamental to the proper exercise of the power under s 112 of the Women's Charter that the court use a broad-brush approach (at [7]).
- (b) It is wrong in principle to emphasise unduly or to focus inordinately on each spouse's direct contributions (at [8]). That is only one of the many factors to be considered as part of all the circumstances of the case in exercising the power to arrive at the just and equitable division mandated by s 112(1).
- (c) The court should not adopt the approach taken under the predecessor of s 112 by treating the spouses' direct contributions as the starting point for a just and equitable division, and then making adjustments to account for the spouses' non-financial contributions (at [9]).
- (d) The modern broad brush approach ensures that the division arrived at by the court gives effect to the important principle that the court must take fully into account all indirect contributions of every type (at [11]) and made by each spouse (at [12] and [34]).

32 Applying the broad brush approach, I cannot agree with the husband that it would just and equitable to divide the matrimonial assets such that the husband receives 65% and the wife receives 35%. I agree with the wife that the real property should be divided between the spouses equally. I arrive at this decision for the following reasons.

33 The factor which weighs most strongly with me is that this is, by any measure, a very long marriage. At the date of the hearing, the marriage had endured for 42 years. The longevity of the emotional, parental, social and economic bond between the spouses is to my mind a very weighty factor that overshadows all others. In particular, it causes the importance of the precise ratio of the parties' direct contributions which were made decades earlier and which I am now attempting assess decades later on imperfect and incomplete evidence to recede into the background. The length of the marriage is a factor which points towards the just and equitable division of the matrimonial assets being an equal division.

34 The marriage brought into the world four children, each of whom were raised to adulthood and each of whom – to the credit of both parents – received an education commensurate with his and her abilities. Each child is now economically independent. That is by any account a successful outcome for the family. The success of the family is due to both non-financial and financial contributions by each spouse. I will look at these two categories of contributions in turn.

35 The non-financial contributions to the welfare of the family came almost entirely from the wife. She looked after the home, the husband and the children. She attended to the children's and husband's daily needs, ensured that the children went to school and supervised their homework. [\[note: 56\]](#) Even the husband acknowledges that he was an uninvolved parent. It is also true that he was an uninvolved husband.

36 The husband's non-financial contributions to the welfare of the family were not only absent, they were negative. He was involved in illegal gambling as a bookmaker [\[note: 57\]](#) or, as he puts it, an "illegal horseracing runner". [\[note: 58\]](#) The wife had to bail him out on one occasion when he was detained at the police station. [\[note: 59\]](#) She alleges that he drank heavily, gambled heavily, associated improperly with other women and infected her with a sexually-transmitted disease. [\[note: 60\]](#) The husband rejects these allegations as scandalous. [\[note: 61\]](#) I do not think that the wife would have made up these allegations. I accept her account. It is also a matter of record that the wife was compelled to seek a personal protection order against the husband in 2010, to which the husband consented. [\[note: 62\]](#)

37 The wife's financial contributions to the family were also substantial, diminishing only as each child left secondary school. The husband failed to give the wife an allowance or otherwise to maintain her during the marriage. The husband implicitly accepts this by not asserting otherwise in his three affidavits of assets and means. The wife therefore had to use the income she generated from her dress-making business, without significant contribution from the husband, to pay the monthly household expenses, to pay for the children's education up to and including secondary school and to pay an allowance to the children over the same period. She was also able to make a significant contribution to paying down both the loan on the Serangoon property and on the Lucky Plaza property. It is common ground that the wife lived a frugal life. [\[note: 63\]](#) She was therefore also able to save some money for herself, despite having to meet all of these expenses of the family in the absence of any significant financial contribution from the husband.

38 The husband's contribution to the welfare of the family was largely, though not exclusively, financial. Indeed, he attributes his lack of involvement in the home and with the children to the hours he spent earning money, first as an employee [\[note: 64\]](#) then as a taxi driver [\[note: 65\]](#) and as a renovation contractor. [\[note: 66\]](#) His significant financial contribution to the welfare of the family was in financing the post-secondary education of three of the four children. [\[note: 67\]](#) He paid for the eldest child to be educated at junior college in Singapore, and for the eldest two children to be educated at polytechnic in Singapore and at university in Western Australia to secure their degrees. As the second child was born just a year after the first, the burden of educating the eldest two children overlapped. The husband estimates that he has spent \$136,000 on their education, including tuition and living expenses. [\[note: 68\]](#) He also paid for the youngest child's Diploma and Higher Diploma in Hotel Management as well as that child's living expenses, totalling about \$40,000. [\[note: 69\]](#)

39 I accept that the husband discharged a significant financial burden in this respect. But I must

set against that the fact that the husband, in paying for the children's education after secondary school, was doing no more than his duty – albeit a duty shared with the wife – under s 68 of the Women's Charter to maintain them. I must also take into account the fact that the husband did not begin to discharge this duty in any significant way until the children left secondary school, almost 20 years into the marriage. Before that, the duty to maintain the children was discharged almost single-handedly by the wife. There is also evidence that the wife's financial contributions to each child continued, albeit not in any substantial way, after each child left secondary school. Finally, I must also set against this the total failure by the husband to discharge the duty which he, and he alone, bore to maintain the wife during the currency of the marriage.

40 The husband's principal non-financial contribution to the family was through his business acumen. The bulk of the couple's current wealth is represented by the Lucky Plaza property. Twenty-two years after they purchased the property, it is worth five times what they paid for it. The investment has appreciated at a compound annual growth rate of over 7%. It was a wise investment indeed. I accept that the couple own the Lucky Plaza property today not only because of the wife's direct contributions in paying down the loan but because of the husband's indirect contribution through his decision to purchase it, his efforts in arranging the purchase including securing the financing, and his decision to make the capital repayment in 1999. The husband has also produced evidence that he took on the burden of managing the property both while the wife operated her boutique from it and also after the property was tenanted to generate an income. Thus, for example, he resolved an issue caused by a leak into the unit from the unit above and petitioned, albeit unsuccessfully, the Inland Revenue Authority of Singapore to have the property tax reassessed. [\[note: 70\]](#)

41 It is also the case that the husband made non-financial contributions to the wife's boutique. He was a partner in the boutique from 1980 to 1984. [\[note: 71\]](#) He oversaw the bookkeeping and accounting for the boutique. [\[note: 72\]](#) Although the wife characterises this as controlling behaviour on his part, these administrative matters are nonetheless burdens, and the husband taking care of these administrative burdens freed the wife to concentrate on her revenue-producing activities.

42 On a broad brush approach, I consider that the wife's financial contributions to the welfare of the family until each child's post-secondary education meet the husband's financial contributions to the children's post-secondary education. I take into account also the fact that husband failed entirely in his unilateral duty to maintain the wife.

43 There is no easy way, however, to compare and equate the wife's non-financial contributions through caring for and nurturing the family with the husband's non-financial contribution through his business acumen. But on a broad brush approach, I consider that the wife's indirect contributions to the welfare of the family point towards the just and equitable division of the Serangoon property being an equal division. I also consider that the husband's non-financial contributions to the Lucky Plaza property point towards the just and equitable division of the Lucky Plaza property being an equal division.

44 The final factor which I consider is each spouse's direct contributions to each of the two real properties which they now jointly own. Their contributions to each property are almost exact mirror images of each other: each spouse made direct contributions of about 30% for one property and about 70% for the other. This factor too points towards a just and equitable division being an equal division.

45 If anything, an equal division underweights the wife's direct contributions to the advantage of

the husband. This is because I have left out of account at least part of the wife's direct contributions to both properties through the payment of the monthly instalments.

46 As far as the Lucky Plaza property is concerned, I have assessed the wife's direct contributions at 69% (see [\[29\]](#) above). This calculation leaves out of account the wife's direct contributions through the payment of the monthly instalments from 2001 onwards out of the Lucky Plaza property's rent. If that rent were to be attributed to the wife and to the husband *pro rata*, based on their direct contributions to the acquisition of the Lucky Plaza property, the wife's direct contributions to the Lucky Plaza property would exceed 69%.

47 As for the Serangoon property, I have also left out of account the wife's payment of the monthly instalments from 1999 to 2001 out of the profits of her boutique and from 2001 until the loan was discharged in 2013 through her at least 69% interest in the rent earned by the Lucky Plaza property (see [\[18\]](#) above).

48 All of these factors point towards a finding that the just and equitable division of the two real properties is at the very least, from the wife's perspective, an equal division. I find no merit whatsoever in the husband's submission that his contributions of all kinds "far surpass" the wife's and that a 65:35 division is therefore "not unreasonable". [\[note: 73\]](#)

49 The spouses' joint account at OCBC is the account into which the rent for the Lucky Plaza unit is paid. Given that I have ordered an equal division of the Lucky Plaza property, it follows that the money standing to the spouses' credit in this joint account should also be divided equally.

50 I also order that the remaining matrimonial assets, all of which are held in individual names, should be retained by the spouse in whose name they are held. This was not seriously contested at the hearing before me and, on one reading of the Notice of Appeal in this matter, this order is not the subject-matter of the husband's appeal.

Maintenance

51 The wife is 65 years old. She seeks maintenance at \$500 a month for such number of years as I consider appropriate, to be commuted into a capital sum and awarded now as lump sum maintenance. She is now 65, and says she no longer has steady hands, no longer receives many orders for clothes and may not be able to support herself by making clothes for much longer. [\[note: 74\]](#) This is borne out by her income tax returns which show her income from trade, ie her dressmaking business, dwindling from a high of \$15,923 in year of assessment 1999 to \$2,400 in year of assessment 2011. [\[note: 75\]](#) The number of years of maintenance which the plaintiff seeks is not quantified in the plaintiff's written submissions. However, in oral submissions, counsel for the plaintiff proposed 3 years' maintenance at \$500 per month, to be paid now as a lump sum of \$18,000.

52 The husband is 67 years old. He now works solely as a taxi driver, having transferred his renovation business to his older son in 2010. [\[note: 76\]](#) His latest income tax assessment for year of assessment 2014 shows income from trade of \$16,245. [\[note: 77\]](#) He contributes \$500 to \$600 a month to his elderly mother for food and medical expenses. He points out also that the wife receives a monthly allowance from their daughters – the eldest two of their four children – while he does not.

53 In all the circumstances of the case, I do not think it appropriate to make an order for maintenance, whether by way of periodic payments or lump sum for the following four reasons:

- (a) First, I take into account that the division of matrimonial assets which I have ordered will leave each spouse with financial resources of well over \$1m at his and her disposal. That is more than sufficient for each of them to rehouse themselves and to remain economically independent through their old age. It is legitimate to have regard to the outcome of the division of matrimonial assets in determining whether to order maintenance and if so in what sum: see s 114(1)(a) of the Women's Charter and *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 at [26].
- (b) Second, and related to the first factor, it does not appear to me that the wife can be said to have a financial need for maintenance within the meaning of s 114(1)(b), given that she has this substantial sum at her disposal.
- (c) Third, in considering s 114(1)(c), it seems to me that the standard of living which the wife will enjoy after the divorce with this sum at her disposal will not be significantly different from the standard of living she enjoyed during the marriage.
- (d) Finally, I take into account the fact that the wife is, at least at present, receiving an allowance from the two eldest children while the husband appears to have no prospect of ever receiving any such allowance and is, instead, himself discharging a monthly obligation to an aged parent.

However, in case circumstances change to warrant a future application for maintenance, I award the wife nominal maintenance.

Costs

54 The wife asks for the costs of these proceedings up to the stage of interlocutory judgment on the basis that that phase of the divorce was protracted by the husband's opposition to the divorce. It remains the fact, however, that the husband withdrew his opposition; and that he did so only because and only after the statement of particulars was amended. In all the circumstances of the case, I make no order as to costs for both phases of these divorce proceedings.

Conclusion

55 For the reasons set out above, I order as follows:

- (a) Each of the two real properties is to be sold within six months with the net proceeds of sale divided equally between the husband and the wife: (a) with each party refunding his or her own CPF account (if applicable) from his or her share; (b) with either party having the option to be exercised within three months of buying over the share of the other party at an agreed price; and (c) with this price to be fixed by a reputable valuer if the parties cannot agree.
- (b) The money in the parties' joint bank account at OCBC is to be divided equally between the spouses.
- (c) The husband shall pay maintenance of \$1.00 per month to the wife, commencing 1st October

2014.

(d) Each spouse is to retain the assets in his or her own name without division.

(e) Each party is to bear his or her own costs in the divorce proceedings and in the ancillary matters.

[\[note: 1\]](#) IJ 1960/2012 dated 24 April 2012.

[\[note: 2\]](#) Plaintiff's Declaration dated 12 September 2014, page 2; Defendant's Declaration dated 8 September 2014, page 2.

[\[note: 3\]](#) Defendant's Fact and Position Sheet filed on 8 September 2014, PDF page 1/7.

[\[note: 4\]](#) Checklist for Ancillary Matters dated 8 September 2014, PDF page 16/22, Valuation dated 1 April 2014 by Lock Property Consultants Pte Ltd.

[\[note: 5\]](#) Plaintiff's Declaration of the Value of Matrimonial Assets dated 12 September 2014, page 1.

[\[note: 6\]](#) Plaintiff's Written Submissions dated 15 September 2014, paragraph 9.

[\[note: 7\]](#) Defendant's Fact and Position Sheet filed on 8 September 2014, PDF pages 3/7 and 4/7.

[\[note: 8\]](#) ORC 7329/2014 dated 29 September 2014 and filed on 4 November 2014.

[\[note: 9\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 24.

[\[note: 10\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 6.

[\[note: 11\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 6.

[\[note: 12\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 9.

[\[note: 13\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 7.

[\[note: 14\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 10.

[\[note: 15\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 36.

[\[note: 16\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 6.1.

[\[note: 17\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 6.1.

[\[note: 18\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 6.1.

[\[note: 19\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 36.

[\[note: 20\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 43.

[\[note: 21\]](#) Defendant's Affidavit filed on 9 April 2014, page 13.

[\[note: 22\]](#) Defendant's Affidavit filed on 16 July 2012, paragraph 12.1.

[\[note: 23\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 24\]](#) Defendant's Affidavit filed on 9 April 2014, paragraphs 7.1 and 8.1; Defendant's Affidavit filed on 16 July 2012, paragraph 12.1.

[\[note: 25\]](#) Defendant's Affidavit filed on 16 July 2012, paragraph 12.1; Defendant's Submissions dated 8 September 2014, paragraph 7.

[\[note: 26\]](#) Defendant's Affidavit filed on 16 July 2012, paragraph 12.1; Defendant's Submissions dated 8 September 2014, paragraph 6. The Submissions refer solely to the 16 July 2012 Affidavit.

[\[note: 27\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 38.

[\[note: 28\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 7.1.

[\[note: 29\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1 and page 85.

[\[note: 30\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 31\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 38.

[\[note: 32\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 37.

[\[note: 33\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 39.

[\[note: 34\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 3.1.

[\[note: 35\]](#) Defendant's Affidavit filed on 16 July 2012 at paragraph 12.2; Defendant's Submissions dated 8 September 2014, page 4.

[\[note: 36\]](#) Defendant's Affidavit filed on 16 July 2012 at paragraph 12.2; Defendant's Submissions dated 8 September 2014, page 5.

[\[note: 37\]](#) Defendant's Affidavit filed on 16 July 2012 at paragraph 12.3; Defendant's Submissions dated 8 September 2014, page 5.

[\[note: 38\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 1.3.

[\[note: 39\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 2.4 and pages 16 to 31.

[\[note: 40\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 40.

[\[note: 41\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 9.1.

[\[note: 42\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 44.

[\[note: 43\]](#) Defendant's Submissions dated 8 September 2014, paragraph 10.

[\[note: 44\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1; Plaintiff's Affidavit filed on 14 January 2014, paragraph 41.

[\[note: 45\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 46\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 41; Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 47\]](#) Defendant's Affidavit filed on 9 April 2014, pages 83 and 84.

[\[note: 48\]](#) Defendant's Affidavit filed on 9 April 2014, page 85.

[\[note: 49\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 41; Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 50\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1 and page 85.

[\[note: 51\]](#) Defendant's Affidavit filed on 9 April 2014, page 86.

[\[note: 52\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 41.

[\[note: 53\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 39.

[\[note: 54\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 3.1.

[\[note: 55\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 8.1.

[\[note: 56\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraphs 28 and 32.

[\[note: 57\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 29.

[\[note: 58\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 3.1.

[\[note: 59\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 35.

[\[note: 60\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraphs 29 and 31.

[\[note: 61\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 3.1.

[\[note: 62\]](#) Statement of Particulars filed on 28 January 2011, PDF page 7/9.

[\[note: 63\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraphs 11 to 13; Defendant's Affidavit filed on 9 April 2014, paragraph 1.6.

[\[note: 64\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 2.2.

[\[note: 65\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 12.3.

[\[note: 66\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 2.3.

[\[note: 67\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 4.1.

[\[note: 68\]](#) Defendant's Affidavit filed on 16 July 2012, paragraph 13.3.

[\[note: 69\]](#) Defendant's Affidavit filed on 16 July 2012, paragraph 13.5.

[\[note: 70\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 2.5.

[\[note: 71\]](#) Defendant's Affidavit filed on 9 April 2014, paragraphs 2.2 and 2.3.

[\[note: 72\]](#) Defendant's Affidavit filed on 9 April 2014, paragraph 2.5.

[\[note: 73\]](#) Defendant's Submissions dated 8 September 2014, paragraph 25.

[\[note: 74\]](#) Plaintiff's Affidavit filed on 14 January 2014, paragraph 46.

[\[note: 75\]](#) Plaintiff's Affidavit filed on 14 January 2014, pages 125 and 130.

[\[note: 76\]](#) Defendant's Submissions dated 8 September 2014, page 6.

[\[note: 77\]](#) Checklist for Ancillary Matters dated 8 September 2014, PDF page 15/22.