

ASP v ASQ
[2015] SGHC 123

Case Number : Divorce Transfer No 4094 of 2011
Decision Date : 05 May 2015
Tribunal/Court : High Court
Coram : Chua Lee Ming JC
Counsel Name(s) : Sharanjit Kaur d/o Sarjit Sing and Tan Hui Qing (KhattarWong LLP) for the plaintiff; Koh Tien Hua and Ho Chee Jia (Harry Elias Partnership) for the defendant.
Parties : ASP — ASQ

Family law – Matrimonial assets – Division

Family law – Maintenance – Wife

Family law – Maintenance – Child

5 May 2015

Chua Lee Ming JC:

Introduction

1 This was an application for the division of matrimonial assets and maintenance for the Defendant (“wife”) and the parties’ daughter (“daughter”).

2 The parties were married on 4 June 2006. The daughter was born on 31 January 2009. The Plaintiff (“husband”) filed for divorce on 23 August 2011. The wife counterclaimed and interim judgement was granted on 7 May 2012 on both the claim and counterclaim in respect of each party’s unreasonable behaviour.

3 I gave my orders on 17 February 2015. Pursuant to a request by the wife, I heard further arguments on 23 March 2015. My final orders were as follows:

(a) By consent,

(i) each party shall retain bank accounts in his/her own name.

(ii) the Zurich Pension Fund Vista Investment Fund (“Zurich Fund”) is to be transferred to the wife’s sole name and the wife is to service the monthly payments in full until the fund matures in 2026. The daughter shall remain the beneficiary of the Zurich Fund.

(iii) the husband is to retain the HSBC Growth Manage Fund which is in his name, and he shall pay the wife the sum of \$1,271.26 being half the value of the Fund.

(b) The parties’ joint bank accounts are to be closed and the remaining funds in these accounts are to be paid to the wife.

(c) The husband is to retain the Alliance Life Insurance policy which is in his name and he is shall pay the wife \$23,392.78 being reimbursement for her contributions to the policy.

(d) The husband shall transfer his interest in the Aviva Global Investment Fund ("Aviva Fund") to the wife.

(e) As regards the parties' apartments at Sims Residence and at Casa Merah,

(i) they are to be divided in the proportion of 60:40 in favour of the wife.

(ii) either party may choose to retain one of the properties by paying the other his/her share of the property. Any property not so retained by either party shall be sold and the net sale proceeds shall be divided between the husband (40%) and the wife (60%).

(f) The husband shall pay maintenance for the daughter as follows:

(i) Half of all expenses/fees as invoiced by her school, upon production of such invoices by the wife;

(ii) The payments necessary to maintain the BUPA health insurance policy for the benefit of the daughter; and

(iii) A sum of \$1,500 per month.

(g) The husband shall pay the wife the sum of \$25,000 being additional maintenance for the daughter at \$500 per month for the period from January 2011 to February 2015 (inclusive).

(h) No order for maintenance for the wife.

(i) Parties are at liberty to apply.

(j) Each party is to bear his/her own costs.

4 The wife has appealed against my orders in respect of the Sims Residence and Casa Merah apartments and in respect of maintenance (*ie*, paragraphs 3(e) to (h) above).

Issues relating to Casa Merah and Sims Residence apartments

5 The Casa Merah apartment was purchased in March 2007 in the wife's name. The estimated value as of May 2014 was \$1,430,000. [\[note: 1\]](#) The outstanding mortgage as of January 2015 was \$727,266. [\[note: 2\]](#) The Sims Residence apartment was purchased for in April 2008 in the parties' joint names. The estimated value as of July 2014 was \$1,338,000. [\[note: 3\]](#) The outstanding mortgage as of January 2015 was \$429,914. [\[note: 4\]](#)

6 The downpayments for both properties (\$132,000 for Sims Residence and \$171,000 for Casa Merah) were paid using private loans from the wife's friends and family. [\[note: 5\]](#)

7 Initially, the Casa Merah apartment was rented out and the rentals were used to pay the mortgage payments, maintenance fees, property tax and household expenses. [\[note: 6\]](#) After the tenancy ended, the husband contributed \$1,000 per month towards the mortgage payments from

January 2013 to March 2014. [\[note: 7\]](#) The wife returned the first six payments to the husband. The wife paid the balance of the mortgage payments.

8 The parties initially stayed at the Sims Residence apartment. After the husband moved out of the Sims Residence apartment in late 2010, the wife and daughter continued to stay there. Subsequently, they moved into the Casa Merah apartment when the tenancy ended.

9 At first, the mortgage payments for the Sims Residence apartment were paid from the parties' joint account. After the wife and daughter moved into the Casa Merah apartment, the Sims Residence apartment was rented out, and the rentals were used to pay the mortgage payments; the balance from the rentals was split between the parties equally.

10 At the hearing on 23 March 2015, the wife submitted a fresh computation of the parties' respective financial contributions in respect of each of the two apartments. After going through the computation with counsel for both parties, the following items remained for my decision:

- (a) The wife's apportionment of contributions towards the downpayments for both apartments.
- (b) The wife's apportionment of contributions towards the mortgage and maintenance with respect to the Sims Residence apartment for the period April 2008 to December 2010. These were paid from the parties' joint account.
- (c) The wife's claim to have contributed \$103,320.28 via her CPF towards the purchase of the Casa Merah apartment.

It was common ground that payments made using the rentals should be apportioned equally between the parties.

What the parties claimed to have contributed

Apportionment of contribution towards the downpayments for both apartments

11 The wife inherited an apartment and part ownership of a piece of land in Warsaw in 2000. The apartment was sold in 2007 and a sum of US\$165,786 was transferred into the parties' joint account. [\[note: 8\]](#) The wife used US\$150,000 to invest in the Aviva Fund which was referred to earlier in paragraph 3(d). [\[note: 9\]](#) The wife claimed that she used the balance sum of about S\$22,600 to repay part of the private loans that were used to pay the downpayment for the Casa Merah apartment. [\[note: 10\]](#)

12 The land in Warsaw was sold in 2008 and a sum of US\$60,000 (about S\$85,900) was transferred into the parties' joint account. [\[note: 11\]](#) The wife claimed that she used this amount to pay part of the private loans that were used to pay the downpayment for the Sims Residence apartment and some renovation costs. [\[note: 12\]](#)

13 In her computations, the wife credited herself with payment of the sums of \$22,600 (for Casa Merah) and \$85,900 (for Sims Residence). Payments for the balance of the respective downpayments were then apportioned between the parties equally.

14 However, it is clear that what the parties did was to pool their incomes in their joint account. Submissions by the wife's counsel acknowledged that the husband paid his salary into the joint

account from May 2007 to November 2010. [\[note: 13\]](#) The wife treated the amounts received from the sale of the apartment and land in Warsaw as part of her "contributed income" to their joint account. [\[note: 14\]](#) The joint account was then used to make a variety of payments including mortgage payments and repayment of the private loans. The wife has acknowledged that the private loans were repaid from the parties' joint income. [\[note: 15\]](#)

15 In the circumstances, I took the view that the sums of \$22,600 and \$85,900 could not be attributed to the wife alone. Instead, both parties contributed to repayment of the private loans (and hence, payment of the downpayment) through their joint account. In the absence of any other evidence, I concluded that a reasonable way to apportion payments made using the joint account was to use the parties' respective contributions to the joint account. This in turn depended on the parties' respective incomes.

16 The husband contended that he had contributed more to the joint account as he had earned more than the wife during the period from 2006 to 2010. It is not disputed that for a period of more than a year between 2008 and 2009, during the wife's pregnancy and maternity leave, her income dropped significantly.

17 The wife alleged that the husband had sent large sums of money to his parents in Croatia. The wife referred to three transfers made by the husband on 19 October 2005 (S\$11,989.96), 16 May 2006 (S\$39,464) and 30 June 2006 (S\$39,464). [\[note: 16\]](#) I was of the view that the first two transfers were clearly irrelevant as they took place before the parties' marriage. The third transfer is irrelevant to the purchase of the apartments as it took place well before either of the apartments was purchased.

18 The wife also alleged that the husband did not contribute his salary to the joint account during the period from September 2006 to May 2007 when he was employed by [Airline A] in Largo, Nigeria. The first answer to this is that it is largely irrelevant to the purchase of the apartments as the first property (Casa Merah) was purchased only in March 2007. The second is that even disregarding the husband's salary for this period, the evidence is clear that the husband's total income for the period from 2006 to 2010 exceeded hers.

19 In her 3rd Ancillary Affidavit, the wife set out the incomes which she said were contributed by her and the husband to their joint account from May 2005 to 2010. [\[note: 17\]](#) She included the sum of US\$165,000 (from the sale of her apartment in Warsaw) to her "contributed income" for 2007, and the sum of US\$60,000 (from the sale of the land in Warsaw) as part of her "contributed income" for 2008. The wife's computation of her income for 2007 therefore included the US\$150,000 that she used to invest in the Aviva Fund. It cannot be right for her to still include this sum as part of her "contributed income" for 2007, especially when she has asked to keep (and been given) the Aviva Fund in her sole name on the basis that the US\$150,000 used to invest in that Fund came from her alone. I therefore excluded the amount from her "contributed income" for 2007.

20 As there were some differences in the income figures in the wife's affidavit compared to those in the parties' income tax statements, [\[note: 18\]](#) I decided to rely on the latter. It is accepted by the wife that the husband's income tax statement for his income in 2006 and 2007 excludes his income from his employment with [Airline A] in Largo, Nigeria. [\[note: 19\]](#)

21 For the period from 2006 to 2010 the husband's total income was \$1,020,790.95 whilst the wife's total income (including the amounts of \$85,900 and \$22,600, but excluding rental income) was

\$668,179. The ratio of the husband's income to the wife's is about 60:40. If one took the period from 2007 to 2010 (since the first property was purchased in 2007), the husband's total income was \$830,002.95 whilst the wife's total income (again, including the amounts of \$85,900 and \$22,600, but excluding rental income) was \$537,636. The ratio is about 61:39. I decided that a fair approach would be to apportion the parties' contributions through their joint account in the ratio 60:40 in favour of the husband.

22 Accordingly, the husband is to be credited with 60% of the downpayments for the apartments; the wife is to be credited with 40%.

Apportionment of payments from the joint account towards the mortgage and maintenance of Sims Residence for the period April 2008 to December 2010

23 Similarly, the husband is to be credited with 60% of payments made from the joint account towards the mortgage and maintenance of Sims Residence for the period from April 2008 to December 2010.

The wife's CPF contributions

24 I disallowed the wife's claim to include the sum of \$103,320.28 paid from her CPF account as part of her financial contributions towards the purchase of the Casa Merah apartment. In her computations, the wife had already credited herself with half of all the mortgage payments (paid using the rentals) until the time that she and the daughter moved into the Casa Merah apartment; the other half was credited to the husband. She had also credited herself with the full mortgage payments after that, except for a sum of \$10,000 contributed by the husband. To further add the amount paid from her CPF account as part of her financial contributions would be to double count her contributions. Her CPF account was just a source of her contributions which had already been credited to her.

Parties' financial contributions: Sims Residence

25 In the circumstances, I found the parties' respective financial contributions towards the Sim Residence apartment to be as follows:

Payment	Wife	Husband
(1) Downpayment (\$132,000) – <i>apportioned 40:60</i>	\$52,800	\$79,200
(2) Apr 2008 – Dec 2010		
Mortgage (\$58,674) – <i>apportioned 40:60</i>	\$23,469	\$35,204
Maintenance (\$10,754) – <i>apportioned 40:60</i>	\$4,301	\$6,452
(3) Jan 2011 – Nov 2012		
Mortgage & maintenance (\$48,162)	\$25,162	\$23,000
Property tax (\$1,940)	\$970	\$970
(4) Dec 2012 – Feb 2015		
Mortgage & maintenance (\$56,538)	\$28,269	\$28,269
(5) Renovations (\$26,950)	\$13,475	\$13,475

Total	\$148,446	\$186,570
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Parties' financial contributions: Casa Merah

26 As for the Casa Merah apartment, I found the parties' respective financial contributions to be as follows:

Payment	Wife	Husband
(1) Downpayment (\$171,000) – <i>apportioned 40:60</i>	\$68,400	\$102,600
(2) Mortgage payments	\$10,638	\$10,638
2007 – 2010 (\$21,276)	\$43,945	\$43,945
2011 – Oct 2102 (\$87,890)	\$115,855	\$10,000
Nov 2012 – Mar 2015 (\$125,855)		
(3) Maintenance		
2008 – 2012 (\$19,800)	\$9,900	\$9,900
2013 – Mar 2015 (\$8,910)	\$8,910	0
(4) Property tax		
2009 – 2012 (\$13,916)	\$6,958	\$6,958
2013 – Mar 2015 (\$5,758)	\$5,758	0
(5) Renovations in 2012 (\$3,740)	\$3,740	0
Total	\$274,104	\$184,041

Division of the Sims Residence and Casa Merah apartments

27 I considered the following factors:

- (a) The total financial contributions made by the parties for both the Sims Residence and Casa Merah apartments were in the ratio 53:47 in favour of the wife.
- (b) The wife had played a larger role in looking after the daughter, and also in attending to the rental arrangements and mortgage and other payments.
- (c) The wife arranged for the loans from her friends and family, although these lenders would no doubt have looked to the husband to be jointly responsible for repaying the loans as well.
- (d) The wife has care and control of the daughter, with both parties having joint custody.
- (e) The marriage was a relatively short one – the parties were married in June 2006 and the marriage had broken down by late 2010 when the husband left.
- (f) Since 2011, the wife has enjoyed rent-free occupation in the Sims Residence apartment

followed by the Casa Merah apartment.

28 Taking all the circumstances into consideration and applying the broad brush approach which was reaffirmed by the Court of Appeal in *BCB v BCC* [2013] 2 SLR 324, I was of the view that a twenty percentage point differential in favour of the wife would be just and equitable. I therefore ordered that the two apartments be divided between the wife and the husband in the ratio 60:40.

Maintenance for the daughter

29 The daughter is currently 6 years old, having been born on 31 January 2009.

30 The wife was agreeable to the daughter's expenses being borne by her and the husband equally. The wife sought a lump sum maintenance for the daughter quantified at \$768,000 based on \$4,000 per month (representing the husband's share of the daughter's monthly expenses) for 16 years, *ie*, until the daughter turns 21. The daughter's school expenses, including enrichment classes, are currently about \$3,800 per month.

31 The husband agreed to pay (a) half of all expenses/fees invoiced by the school that the daughter was in, (b) an additional \$1,000 per month for her other expenses, and (c) her BUPA medical insurance (US\$100 per month [\[note: 20\]](#)).

32 Counsel for the husband also pointed out that under an Order of Court made on 4 December 2014, [\[note: 21\]](#) the husband shall bring the daughter on an overseas trip to Europe once a year, at his own expense, during the daughter's school holidays.

33 A key reason for seeking a lump sum maintenance order was the wife's previous disputes with the husband over the type of school related expenses that the husband should pay for. This is no longer an issue as the husband has agreed to pay half of all expenses as invoiced by the school.

34 The wife also relied on *AYM v AYL* [2014] 4 SLR 559 in which the Court of Appeal summarised the principles concerning lump sum maintenance payments as follows (at [18]):

(a) A lump sum payment allows for a clean break in the marriage and should be availed of whenever feasible. Such a clean break may help avoid further litigation and acrimony between the parties.

(b) A lump sum payment should not be ordered if it would cripple the husband financially.

(c) A lump sum payment is appropriate where there is reason to believe that defaults in payments may be likely.

35 In *AYM v AYL*, the Court of Appeal was concerned about further legal disputes, given the multiplicity of legal proceedings that the dispute had generated (at [21]). However, I did not have any similar concern in the present case. As between the husband and wife, they will have to implement the order on the division of the two apartments but otherwise, there is no other residual issue between them. I noted too that under the Order of Court granted on 4 December 2014, [\[note: 22\]](#) the husband has joint custody of and access to the daughter and that he is to bring the daughter on an overseas trip to Europe once a year at his own expense during the daughter's school holidays. On balance, a clean break in these circumstances is not necessary.

36 In addition, as the daughter is still very young, a lump sum maintenance order would not be in her best interests. Her financial needs will change quite significantly as she grows older.

37 The wife also submitted that the husband has shown a tendency not to comply with maintenance orders, that he does not have a stable and permanent home, and that enforcement would be an issue. However, the evidence shows that the disputes in the past were over the scope of education and enrichment related expenses that the husband should be paying for. As stated earlier, this is no longer an issue as the order now requires that he pays half of the expenses as invoiced by the school.

38 I therefore declined to make a lump sum maintenance order. As for the amount of maintenance, I was of the view that with the daughter's school expenses (including enrichment classes) and medical expenses taken care of, payment of an additional \$1,500 per month by the husband would be just and equitable.

39 I agreed with the wife's submission that the maintenance order should be backdated to January 2011. As the husband has been paying \$1,000 per month for the daughter's non-school related expenses all this while, I ordered the husband to pay \$25,000 which was computed based on \$500 per month multiplied by 50 months (*ie*, January 2011 to February 2015).

Maintenance for the wife

40 The wife sought lump sum maintenance of \$144,000 computed based on a monthly maintenance of \$4,000 (being 45% of her total monthly expenses) multiplied by 36 months (being half the length of the marriage). In addition, the wife sought backdated maintenance from January 2011, in the sum of \$192,000. Presumably this was computed based on \$4,000 per month multiplied by 48 months (*ie*, 2011–2014).

41 The wife, aged 41, is an airline captain with [Airline B], earning between \$11,000 to \$18,000 per month, depending on her flight hours, plus a \$20,000 bonus every two years. [\[note: 23\]](#) Her income tax statements show employment incomes exceeding \$200,000 per annum for the period from 2011 to 2013. [\[note: 24\]](#)

42 The husband, aged 44, is an airline captain with an aviation recruitment company, earning US\$10,800 per month. [\[note: 25\]](#) He is currently assigned to [Airline C]. [\[note: 26\]](#) The wife had alleged that the husband has a monthly income of "at least S\$20,151". [\[note: 27\]](#) On this basis, the wife has submitted that the husband's monthly income exceeds hers by \$6,000. It is not clear where the "\$20,151" figure came. I chose to rely on the evidence from the aviation recruitment company.

43 The wife also alleged that the husband must be earning an income from a flight training company ("D Ltd") which he has not disclosed. The husband has produced a letter dated 4 January 2013 from D Ltd which categorically confirmed that he has never been employed by D Ltd and earns no income from the company, [\[note: 28\]](#) as well as a letter dated 11 February 2013 from D Ltd's accountants confirming that he has not received any remuneration to date. [\[note: 29\]](#) These letters notwithstanding, the wife has continued to allege that the husband has not disclosed his income from D Ltd, but has produced no evidence whatsoever to support her allegation. I have therefore disregarded this allegation.

44 The wife relied on *ACY v ACZ* [2014] 2 SLR 1320 which involved a marriage of three years, a

wife who was earning some \$32,000 a month and a husband who earned at least \$48,000 a month. The court said (at [54]):

... the self-sufficiency of the [wife] based on her current monthly income does not conclusively yield the result that no maintenance ought to be awarded to her. Instead, it is a factor to be taken into consideration in determining the quantum of maintenance which would be a just and equitable award to the [wife] in accordance with the principles embodied in s114 of the Act. ...

The court awarded the wife a lump sum maintenance of \$72,000 based on a multiplicand of \$4,000 a month and a multiplier of 18 months which was approximately half the duration of the marriage.

45 I respectfully agree that the self-sufficiency of the wife's income is not conclusive and is just one of the factors to be considered. That said, the facts in *ACY v ACZ* are different from the present case. In that case, it was undisputed that the husband had a greater earning capacity than the plaintiff and the court decided against making an order for no maintenance after taking into account the respective earning capacities of the parties (at [55]). In the present case, the wife's income is a little higher than the husband's.

46 I considered the following factors in this case:

(a) The parties' respective employment incomes.

(b) The husband is working in Vietnam and has to rent an apartment there. The husband submitted that the rental was US\$2,000 per month. He has also submitted that he has to help pay his father's expenses, estimated at US\$1,000 per month. [\[note: 30\]](#)

(c) The amount that the husband has to pay for the daughter's maintenance. Currently, this would be about \$3,500 per month.

(d) The maintenance (US\$500 per month) that the husband is paying for his other daughter from his first marriage. [\[note: 31\]](#)

(e) The short duration of the marriage. The parties married in June 2006. The marriage had broken down by late 2010 when the husband left. Interim judgement in the divorce proceedings was granted in May 2012.

(f) The division of the two apartments which has given the wife a 60% share. Based on the estimated values in mid 2014 and the outstanding mortgages as of January 2015, the total net values of the Casa Merah and Sims Residence apartments would be about \$1,610,820. Based on these last available net values, the twenty percentage points differential that the wife has over the husband, translates to \$322,164 in value.

47 I was also mindful of the Court of Appeal's decision in *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506, that s 114(2) of the Women's Charter (Cap 353, 2009 Rev Ed) is to be applied purposively to achieve a commonsense response to the requirement of justice in each case.

48 With that principle in mind, I concluded that on the facts of this case, a commonsense response to the requirement of justice was to make no order for maintenance for the wife.

[\[note: 1\]](#) Defendant's Updated Ancillary Matters Fact and Position Sheet dated 22 January 2015, p 24.

[\[note: 2\]](#) Defendant's Skeletal Submissions dated 12 February 2015, p 27.

[\[note: 3\]](#) Defendant's Updated Ancillary Matters Fact and Position Sheet dated 22 January 2015, pp 32, 34.

[\[note: 4\]](#) Defendant's Skeletal Submissions dated 12 February 2015, p 14.

[\[note: 5\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, pp 18-19, paras 28(2) and (4).

[\[note: 6\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, pp 6-7, para 13.

[\[note: 7\]](#) Defendant's 2nd Ancillary Affidavit dated 14 May 2014, p 19, para 33.

[\[note: 8\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 18, para 28(2).

[\[note: 9\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 18, para 28(1).

[\[note: 10\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 15, para 23.

[\[note: 11\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 16, para 23.

[\[note: 12\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 16, para 23.

[\[note: 13\]](#) Defendant's Further Submissions dated 17 February 2015, para 7.

[\[note: 14\]](#) Defendant's 3rd Ancillary Affidavit dated 9 July 2014, pp 12-13, para 36.

[\[note: 15\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, pp 32-33, paras 22-23.

[\[note: 16\]](#) Defendant's Skeletal Submissions dated 12 February 2015, p 34, paras 43-44.

[\[note: 17\]](#) Defendant's 3rd Ancillary Affidavit dated 9 July 2014, pp 12-13, para 36; pp 48-49, para 121.

[\[note: 18\]](#) For the husband – see Defendant's 2nd Ancillary Affidavit dated 14 May 2014, pp 104, 106-108; and Plaintiff's 2nd Ancillary Affidavit dated 5 May 2014, p 43. For the wife – see Defendant's 3rd Ancillary Affidavit dated 9 July 2014, pp 193-198.

[\[note: 19\]](#) Defendant's 3rd Ancillary Affidavit dated 9 July 2014, pp 48-49, para 121.

[\[note: 20\]](#) Plaintiff's Written Submissions dated 13 February 2015, para 50.

[\[note: 21\]](#) Defendant's Skeletal Submissions dated 12 February 2015, Tab 1.

[\[note: 22\]](#) D's Skeletal Submissions, Tab 1.

[\[note: 23\]](#) Defendant's 1st Ancillary Affidavit dated 31 July 2012, p 6, para 10(d).

[\[note: 24\]](#) Defendant's 3rd Ancillary Affidavit dated 9 July 2014, pp 199–202.

[\[note: 25\]](#) Plaintiff's 2nd Ancillary Affidavit dated 5 May 2014, pp 92-92A.

[\[note: 26\]](#) Plaintiff's 3rd Ancillary Affidavit of Means dated 7 July 2014, p 48.

[\[note: 27\]](#) Defendant's Skeletal Submissions dated 12 February 2015, paras 11-12.

[\[note: 28\]](#) Plaintiff's 2nd Ancillary Affidavit dated 5 May 2014, p 31.

[\[note: 29\]](#) Plaintiff's 3rd Ancillary Affidavit dated 7 July 2014, p 2 paras 7-8; p 41.

[\[note: 30\]](#) Plaintiff's Written Submissions dated 13 February 2015, para 50.

[\[note: 31\]](#) Plaintiff's Written Submissions dated 13 February 2015, para 50.

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