

Ng Ah Yiew v Goh Chai Seng  
[2011] SGHC 217

**Case Number** : DT No. 5720 of 2008  
**Decision Date** : 27 September 2011  
**Tribunal/Court** : High Court  
**Coram** : Lai Siu Chiu J  
**Counsel Name(s)** : Lee Kim Kee (K K Lee & Partners) for the plaintiff; The defendant in person.  
**Parties** : Ng Ah Yiew — Goh Chai Seng

*Family Law – Matrimonial Assets – Division – Matrimonial Home*

27 September 2011

**Lai Siu Chiu J:**

**Introduction**

1 This was a hearing to decide ancillary matters between Ng Ah Yiew (“the Wife”) and Goh Chai Seng (“the Husband”) subsequent to the granting of an interim judgment of divorce to the Wife in March 2009. After hearing counsel for the Wife, and the Husband (who was in person), I made the following orders:

- (a) the Husband was to pay the Wife \$2m as her share of the matrimonial assets;
- (b) the property at 25A Hillview Avenue #09-07 The Glendale Singapore 669617 (“the matrimonial property”) was to be sold in the open market within 90 days of the order. The sale proceeds, less sales commission, outstanding outgoings and incidental expenses were to be apportioned 60:40 between the Wife and the Husband respectively;
- (c) the Wife’s solicitors were to have conduct of the sale of the matrimonial property and in the event that the Husband failed or refused to execute the Option and/or the Transfer and any other relevant documents necessary for the sale after a request in writing from the Wife’s solicitors, the Registrar of the Supreme Court was empowered to execute the documents on his behalf;
- (d) if the Husband failed or neglected to pay the Wife the difference between \$2m and her 60% share of the sale proceeds of the matrimonial property, the Wife’s solicitors were entitled to retain the Husband’s 40% share of the sale proceeds and utilise the sum to set off against the balance of the \$2m due and owing to the Wife;
- (e) the Husband was to pay the Wife a lump sum of \$20,000 by way of maintenance;
- (f) the parties were to vacate the matrimonial property within 45 days of the exercise of the Option granted for the sale of the same and in the event that the Husband failed or refused to vacate the matrimonial property, the Wife would be at liberty to apply for a writ of possession;
- (g) there would be no order for costs; and

(h) parties would have liberty to apply.

2 As the Husband has appealed against my orders (in Civil Appeal No. 67 of 2011), I now set out the grounds for my decision.

### **Background**

3 The parties were married on 3 October 1979. The Wife commenced divorce proceedings in November 2008 and was granted interim judgment on 24 March 2009.

4 The Wife is currently 60 years old while the Husband is 64 years of age. They have a 31 year old son, Goh Wenny ("the son"), who is married. The Husband also has two grown daughters from his previous marriage.

5 For most of the marriage, the Husband ran a business which sold and serviced fire-fighting equipment. In May 2005, he had a stroke and his business was eventually terminated in August 2005. He has been unemployed since that date.

6 The Wife had left her job as a factory operator some five years before the marriage to help the Husband in his business. She continued to work there until the business was terminated in August 2005. She has not been employed thereafter.

### **The assets of the parties as disclosed**

7 The matrimonial property was valued at \$1.1m by the Husband and \$850,000 – \$900,000 by the Wife. Both parties wish to sell the matrimonial property.

8 On the Wife's part, she alleged that the Husband had not paid her any salary or given her any personal allowance throughout her years of working at his business. The assets she disclosed were the following:

<b>No.</b>	<b>Item</b>	<b>Value</b>
1	a Toyota Altis car (the car)	\$35,000 – \$40,000
2	OCBC bank account no: ZZZ (as of 10 October 2009)	\$22,520.34
3	Accounts in Central Provident Fund:	
	(a) Ordinary account	\$51.75
	(b) Medisave account	\$915.53
	(c) Special account	Nil
	(d) Retirement account	\$0.68

9 Although the car was registered in her name, it was a family car used by all members of the family. This was corroborated by the son. The Wife was prepared to sell the car pursuant to the divorce. As for the money in her OCBC account, the Wife stated that they were her savings from the

money given to her by the son and not the Husband. Throughout the marriage, the Husband had given her money to pay for the business' expenses, household expenses and basic living expenses, but not for her own personal savings.

10 On the Husband's part, only one bank account and his CPF account were disclosed by him in his first affidavit of Assets and Means filed on 9 December 2009:

No.	Item	Value
1	OCBC bank account A/c No: YYY (as of 29 June 2009)	\$1,000
2	Accounts in Central Provident Fund:	
	(a) Ordinary account	\$7,529.85
	(b) Medisave account	\$33,823.53
	(c) Special account	Nil
	(d) Retirement account	\$1,776.50

11 No other assets were disclosed in the Husband's subsequent affidavits, despite a Consent Order made on 22 September 2010 by the District Court requiring the Husband to disclose other hidden assets whose existence the Wife had adduced evidence of.

12 Finally, on 19 May 2011, six days before the parties appeared before this court, the Husband filed an Ancillary Matters Fact and Position Sheet in which additional assets were disclosed for the first time. These assets comprised:

No.	Item	Value
1	POSB Savings Account No. BBB (as of 13 January 2011)	\$1,562.32
2	Maybank Current Account No. ABC (as of 30 April 2011)	\$46,310.85
3	Maybank Savings Account No. PQR (as of 30 April 2011)	\$1,566.18
4	Maybank Unit Trust Account No. XYZ (as of 30 April 2011)	\$8,505.87

### **Was there a lack of full and frank disclosure on the part of the Husband?**

13 The Wife argued that the Husband had failed in his duty to give full and frank disclosure and urged this court to draw adverse inferences against him. Before proceeding further, it would be useful to lay down the applicable principles on the drawing of adverse inferences.

14 First, as stated by the Court of Appeal in *BG v BF* [2007] 3 SLR(R) 233 ("*BG v BF*") at [52], in

the absence of full and frank disclosure, the court is entitled to draw inferences adverse against the party who failed to do so. This disincentivises parties from withholding information, and allows the court to reach a just and equitable division of the matrimonial assets even if information is withheld.

15 Second, as stated in *Tribune Investment Trust Inc v Soosan Trading Co Ltd* [2000] 2 SLR(R) 407 at [50], the drawing of an adverse inference in civil cases should not be used as a mechanism for shoring up glaring deficiencies in the opposite party's case which on its own, would not meet the requisite burden of proof. There must therefore exist a *prima facie* case against the person against whom an adverse inference is to be drawn. In addition, it must be shown that the person has particular access to the information he is said to be hiding: *Koh Bee Choo v Choo Chai Kuah* [2007] SGCA 21.

16 Third, having drawn an adverse inference, the court can order a higher proportion of known matrimonial assets to be given to the other spouse, as was done in *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") and *BG v BF*. The court can also determine the value of the undeclared assets based on the available information as was done in *Tay Sin Tor v Tan Chay Eng* [1999] 2 SLR(R) 385.

17 In light of these established principles, this court concluded that adverse inferences could and should be drawn against the Husband due to his repeated failure to comply with his duty of full and frank disclosure.

18 First, the Husband had been extremely uncooperative throughout the discovery process by refusing to disclose the full extent of his assets. To show that the Husband had more assets than those he had disclosed in his first affidavit of assets and means, the Wife produced, in her second affidavit filed on 3 February 2010, 22 different financial statements belonging to the Husband. Those revealed numerous assets amounting to over \$4m which the Husband had failed to disclose. In his third affidavit filed on 14 June 2010, the Husband responded to her allegation in the following cavalier manner:

20. The Plaintiff is fully aware that I had lost the mini binds [sic] . **As for the other "assets/investments" they had to be sold or realised for my financial needs** and the demands of the Plaintiff for maintenance as I have been suffering from stroke for the last few years.

21. Because of my stroke I had to close down my sole proprietorship – a fire safety business – in 2005. **As I am not working, I had to dig into my savings and dispose of my investments to pay for the household expenses, maid salary and levy as well as the maintenance fees, property tax etc for the matrimonial property .**

[Emphasis added.]

19 No further elaboration was given and no documentary proof was provided to contradict the Wife's claims or to substantiate the Husband's bare and undoubtedly untrue assertions.

20 The Husband continued to be uncooperative and showed scant regard for the Consent Order made on 22 September 2010 by the District Court. The Consent Order required the Husband to:

(a) state on affidavit whether he had documents in his possession, custody or power showing the full extent of his hidden assets as alleged by the Wife, and to prove his assertions that –

(i) the mini bond investments were a total loss;

(ii) his insurance policies had been cancelled and that the insurance monies were used for his financial needs; and

(iii) his other investments and assets were "sold"/"realised" and used for his financial needs.

(b) exhibit a copy of those documents in the affidavit; and

(c) provide reasons together with supporting documentation if he claimed that he did not have the documents in his possession, custody or power.

21 Despite the Consent Order, the Husband continued to be uncooperative and evasive and responded by simply filing an affidavit on 12 November 2010 repeating his position at [\[18\]](#) above, adding:

8. The documents as stated in the Order of Court are not in my possession and I do not have the financial resources or means to retrieve them.

22 As stated earlier at [\[12\]](#), barely a week before the hearing, the Husband disclosed four bank accounts for the first time, as listed at [\[12\]](#). However, apart from those bank accounts, nothing was said of the numerous other hidden assets which the Wife proved did exist.

23 In the light of the Husband's repeated and wilful refusal to satisfactorily disclose the existence or details of his assets, I concluded that there was a lack of full and frank disclosure on his part.

24 Second, even on the bank accounts disclosed by the Husband, there were substantial withdrawals made *after* interim judgment was obtained (in March 2009) which were not satisfactorily explained by him. An example is a sum of \$38,203.97 withdrawn on 29 June 2009 from his OCBC bank account No.YYY. This left a residual sum of \$1,000 which he disclosed. The Husband's only explanation for the withdrawal was that the money was used to pay his mother. No reasons were offered as to why the money had to be paid. No documents were adduced to show that the money was indeed transferred to his mother. No affidavits were filed by his mother to corroborate his story.

25 Another example was an unexplained withdrawal of \$78,000 from his POSB Savings Account No. BBB which took place on the same day – 29 June 2009. This reduced his then account balance of \$78,892.90 to \$892.90. No reasons were tendered by the Husband for this withdrawal. Seen together, it was clear that the Husband was dissipating assets from the matrimonial pool to prevent the Wife from getting her fair share.

26 Taking all the circumstances into consideration, in particular the Husband's repeated failure to satisfactorily disclose the full extent of his assets and to account for substantial withdrawals from his bank accounts, this court drew an inference that the Husband had more assets than he had disclosed.

#### **Matrimonial assets available for division**

27 The Wife compiled a table of the Husband's hidden assets in her written submissions:

No.	Item	Value
1	Great Eastern Policy No. 1554324-8	*S\$50,500 (on 22/01/09)

2	Minibond 2	*\$80,000 (on 28/07/06)
3	POSB Savings Account No. BBB	*S\$98,466.13 (on 9/11/08) ** S\$78,000 (on 29/06/09)
4	First State Bridge Unit Trust	*\$5,000 (on 31/10/07)
5	First State Dividend Advantage Unit Trust	*\$5,000 (on 31/10/07)
6	Maybank Current Account No. ABC	*S\$380,206.52 (on 31/08/08) ** S\$2,379.30 (on 30/06/09)
7	Maybank Savings Account No. PQR	*\$200,105.42 (on 30/9/08) **S\$248.92 (on 31/03/09)
8	Maybank S\$ Time Deposit No. XXX	*S\$571,998.71 (on 30/08/07) **S\$3,122.77 (on 30/06/09)
9	Maybank NZD Time Deposit No. AAA	NZD487,329.41 (on 30/05/07) *S\$570,000 (on 29/06/07) **S\$0 (on 31/08/09)
10	Maybank AUD Time Deposit No. CCC	AUD 0 (on 29/02/08) *AUD160,327.87 (on 29/02/08)
11	Maybank S\$ Time Deposit No. DDD (Joint Account with the Wife)	*S\$604,918.18 (on 5/06/06) *S\$308,015.94 (on 24/07/06) *S\$200,000 (on 1/08/06)
12	Maybank AUD Time Deposit No. EEE (Joint Account with the Wife)	*AUD224,011.63 (on 30/01/07)
13	Maybank S\$ Time Deposit Account No. FFF	*S\$184,518.19 (on 23/10/08)
14	Maybank S\$ Time Deposit Account No. GGG	*S\$3,122.71 (on 23/10/08)
15	Maybank Dual Currency Deposit Account No. HHH (EUR/SGD)	*EUR49,709.27 (on 23/10/08)
16	Maybank Dual Currency Deposit Account No. JJJ (NZD/SGD)	*NZD190,089.04 (on 23/10/08)
17	Maybank Dual Currency Deposit Account No. KKK (NZD/USD)	*NZD195,858.99 (on 23/10/08)
18	Maybank S\$ Time Deposit Account No. LLL	*S\$200,421.23 (on 2/05/07)
19	Maybank Account No. MMM	*S\$200,000 (on 6/09/07)
20	OCBC Account No. NNN (account declared by the Husband)	*S\$40,226.63 (as of 22/01/09) **S\$1,000 (as of 29/06/09)

21	Maybank Non-Cash Withdrawal Account No. PPP (in the name of Husband's daughter Goh Rennie) <b>transferred to</b> Maybank Credit Advice Account No. ABC (same account as in s/no. 6 in Husband's name)	EUR25,558.06 (on 11/03/09) *S\$50,093.80 (on 11/03/09)
22	Maybank Non-Cash Withdrawal Account No. RRR (in the name of Husband's daughter Goh Rennie) <b>transferred to</b> Maybank Credit Advice Account No. ABC (same account as in s/no. 6 in Husband's name)	S\$92,442.69 (on 9/04/09) *S\$92,442.70 (on 9/04/09)
23	Maybank Non-Cash Withdrawal Account No. TTT (in the name of Husband's other daughter Goh Lennie) <b>transferred to</b> Maybank Credit Advice Account No. ABC as in s/no. 6 in Husband's name)	EUR25,558.09 (on 11/03/09) *S\$50,093.82 (on 11/03/09)
24	Maybank Non-Cash Withdrawal Account No. VVV (in the name of Husband's daughter Goh Rennie) <b>transferred to</b> Maybank Credit Advice Account No. ABC (same account as in s/no. 6 in Husband's name)	S\$92,442.70 (on 11/04/09)

\* indicates the amount added to the total sum stated at [\[31\]](#).

28 Some explanation is warranted for items number 3, 6 – 9 and 20. For those accounts, the Wife produced financial statements showing different account balances on different dates. The earlier dates, many of which were in 2007 and 2008, showed a significantly higher account balance as compared to the later dates (marked with \*\*). The Wife not surprisingly urged this court to use the account balances at the earlier dates when computing the value of the Husband's hidden assets.

29 I noted that all those accounts showed significant depletions *after* divorce proceedings were commenced in November 2008. I was conscious of the fact that the Husband had a stroke in May 2005 (to which he made repeated reference) that led to his business closing down. Yet, in the absence of documentary proof, I could not accept the Husband's bare assertion that all those assets were utilised for "household expenses, maid's salary and levy as well as the maintenance fees, [and] property tax". It was wholly improbable that such large sums of money were needed for such purposes.

30 Consequently, I accepted the Wife's argument that the account balances at the earlier dates should be used for computing the quantum of the Husband's hidden assets.

31 The total sum of the hidden assets as shown by the Wife amounted to S\$4,886,744.24, which consists of the following figures denominated in different currencies:

- (a) S\$3,895,129.98;
- (b) AUD384,339.50 (approximately S\$501,491.92 @ AUD1 = S\$1.304);
- (c) EUR49,709.27 (approximately S\$86,842.97 @ EUR1 = S\$1.747); and
- (d) NZD385,948.03 (approximately S\$403,279.37 @ NZD1 = S\$1.044))

32 With regard to the assets disclosed by the Husband, I was mindful not to double-count the following assets which were already contained in the list of hidden assets:

- (a) the account balance of \$1,000 as of 29 June 2009 in OCBC bank account A/c No: YYY (disclosed in the Husband's first affidavit of assets and means);
- (b) the account balance of \$1,562.32 as of 13 January 2011 in POSB Savings Account No. BBB;
- (c) the account balance of \$46,310.85 as of 30 April 2011 in Maybank Current Account No. ABC and
- (d) the account balance of \$1,566.18 as of 30 April 2011 in Maybank Savings Account No. PQR.

33 The other disclosed matrimonial assets which I added to the pool of assets liable for division amounted to \$918,607.81, which consisted of:

- (a) the matrimonial property (valued at \$850,000);
- (b) the car registered in the Wife's name (valued at \$30,000);
- (c) the Wife's CPF ordinary account (valued at \$51.75);
- (d) the Wife's OCBC Savings Account No. ZZZ showing an account balance of \$22,520.34 as of 1 October 2009;
- (e) the Husband's CPF ordinary account (valued at \$7,529.85);
- (f) the Husband's Maybank Unit Trust Account No. XYZ showing an account balance of \$8,505.87 as of 30 April 2011.

34 Adding the disclosed and hidden assets together, I arrived at a sum slightly over \$5.8m (instead of \$5.5m as computed by counsel for the Wife).

## **Division of matrimonial assets**

### ***Applicable Law on the Division of Matrimonial Assets***

35 The starting point for any division of matrimonial assets is s 112(1) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Charter") which empowers the court to make a division in such proportions as the court deems "just and equitable".

36 Section 112(2) of the Charter provides a list of factors which a court is required to take into consideration in determining how the matrimonial assets are to be divided. The relevant factors in this case are:

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) ...



- (c) the needs of the children (if any) of the marriage;
- (d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;
- (e) ...
- (f) ...
- (g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and
- (h) the matters referred to in section 114(1) so far as they are relevant.

37 In *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260, the Court of Appeal stated at [29]:

Finally, it is paramount that courts do not focus merely on a direct and indirect contributions dichotomy in arriving at a just and equitable division of matrimonial assets. The various factors enumerated by s 112(2) of the Act, which are no less important, must be duly assessed and considered as a whole. At the end of the day, no one factor should be determinative as the court's mandate is to come to a *just and equitable* division of the matrimonial assets having regard to *all the circumstances of the case*...

38 In this regard, it is trite law that a party's direct financial contributions to the acquisition of any particular matrimonial asset can no longer be primarily determinative of how it is divided, and the court is free to give as much weight or more to other non-financial factors: *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) at [32]. The importance of giving the *fullest* effect to non-financial contributions of the spouse concerned has been stressed repeatedly in case law, for example in *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 at [55].

39 Finally, the court is to adopt a broad brush approach in deciding what would be a just and equitable division in all the circumstances of a case. This is an exercise largely based on feel and the court's sense of justice, and the court is not expected to make an exact calculation of each spouse's contributions, whether financial or non-financial: *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 at [78] and [81].

### ***Application of the law to the facts***

40 On the facts, it was clear that the Husband provided for all the material needs of the family. Of the three properties acquired by the parties, almost all of the money came from the Husband with the exception of the Wife's contribution of \$1,000 from her CPF account towards their second HDB flat. The Husband also provided for the family's and the business' expenses during the subsistence of the marriage, which included miscellaneous charges such as travel by the family as well as the son's fees of \$60,000 for his two-year degree programme in Australia.

41 Nevertheless, in so far as non-financial contributions were concerned, I had no doubt that in the course of the 29 year marriage, it was the Wife who bore the main burden of supporting the family and providing for its welfare, in addition to working for the Husband's business.

42 In August 1974, five years before the marriage, the Wife gave up her job as a factory operator to help with the Husband's business. She continued to work there until the business closed down in 2005. While the Husband repeatedly downplayed the Wife's contributions by saying that she only performed cleaning, clerical work and answering of phone calls, I found that to be untrue. The Wife had contributed substantially to the business.

43 According to the Wife, she was responsible for calling up contacts for business. She was also responsible for servicing fire extinguishers which the Husband brought back from customers. On average, she would service at least 20 to 30 fire extinguishers daily. Although two workers were initially hired to help her out, the couple stopped hiring in 1996/1997 due to high staff turnover.

44 The Wife also played a crucial administrative role. She was in charge of typing and preparing invoices, preparing letters, quoting prices to customers and filing all the paperwork. She was also responsible for keeping records of when customers' equipment was due for servicing and would prepare a list of companies' names and their addresses for their equipment to be collected back for servicing.

45 Her instrumental role in the business was evident when the Husband continued to bring work home for her to do during her confinement period and even when she was hospitalised. The Husband could not perform any of those important administrative functions himself and it does not lie in his mouth to now belittle the importance of the Wife's contributions to the business.

46 In fact, after the business had stabilised, it was the Wife who would perform all the work in the office by herself. The son corroborated this fact in his affidavit filed on 24 May 2010 where he stated:

... I have read my mother's 1<sup>st</sup> Affidavit, in which she has set out in detail the work she did at his shop and the hours she worked in paragraphs 7.3 to 7.14, which I confirm to be true. Her work was not limited to merely cleaning, clerical work and answering phone calls. ***In fact she ran the shop for him .***

[Emphasis added].

47 The Wife stated that the Husband would rarely help out with the work in the office. The son's affidavit documented the Husband's daily routine which comprised of spending most of his time outside the office, returning back to the office after lunch for a nap, leaving the office again and returning back in the evenings to read the newspapers and to wait for the Wife to finish her work before going home.

48 I found the Wife to be a dedicated worker, working from Mondays to Fridays and even on half days on Saturdays. When customers required their fire extinguishers to be serviced urgently, she would work until past 9.00pm. Despite this, she was not paid a salary or given CPF contributions for all the years she worked in the Husband's business. She was also not given a personal allowance which she could have saved. The Husband only gave her money on a needs basis, for the shop, household and family expenses.

49 In addition to her dedication to the Husband's business, the Wife was also a devoted mother, wife and homemaker. She was responsible for bringing up the son during the formative years of his life. The Husband's contribution in raising the son primarily comprised of driving the son to and from school during the son's younger years and playing with him occasionally. The Wife took care of the son in every other respect.

50 The Wife also singlehandedly did all the housework, from cooking dinner, cleaning the house to doing the laundry. The Husband refused to lift a finger to help out at home and would throw a temper when asked to do so. Although the parties later had domestic help, that was primarily to assist the Wife in taking care of the Husband after his stroke in 2005.

51 The Wife's remarkable devotion to the family was best revealed in the period after his stroke. When he was hospitalised in 2005, she singlehandedly managed the business without him. Yet, she went to the hospital twice daily, once at lunch time and again during dinner time to visit him. She also made it a point to cook dinner for him every single day. When the Husband was discharged from hospital, she had to take care of him and bathe him with the help of the maid. She would send him for his physiotherapy sessions thrice weekly and acupuncture sessions twice weekly. She would also accompany him to Bukit Batok Nature Park every day from 7am – 9am for him to exercise as part of his rehabilitation. This routine continued until November 2008.

52 I pause briefly to note that the Wife gave her all to the family and the Husband's business in both good times and bad. The Wife cited numerous occasions where the Husband would abuse her verbally and physically, and would even force himself upon her sexually after his stroke. This resulted in the Wife having to sleep on a mattress on the floor next to the bed as the Husband would kick her off if she refused to be intimate with him. The son's affidavit largely corroborated the Wife's version of the facts in this regard and even went on to state that the Husband would often return home drunk and he would be abusive towards the Wife.

53 Having considered all the circumstances of the case including the length of the marriage, I found the Wife to have contributed significantly to the welfare of the family, from looking after the home and raising the son, to taking care of the Husband especially after he became infirmed. She also provided extensive assistance and support to the Husband in the running of his business. Marriage is a social and economic partnership and the matrimonial assets were undoubtedly accumulated during the course of the marriage with the support of the Wife.

54 Adopting a broad brush approach, I was of the view that it was just and equitable that the Wife be awarded \$2m from the total pool of matrimonial assets. This works out to be slightly less than 35% of the overall assets available for division.

55 Part of the \$2m was to come from the sales proceeds of the matrimonial property. I ordered that the flat should be sold in the open market and that sale proceeds (less sales commission, outstanding outgoings and incidental expenses) be apportioned 60:40 to the Wife and the Husband respectively. The Husband would be required to pay the Wife the difference between \$2m and her 60% share of the sale proceeds failing which, the Wife's solicitors would be entitled to retain the Husband's 40% share of the sale proceeds and utilise the sum to set off against the balance of \$2m awarded to the Wife.

## **Maintenance**

### ***Applicable Law on Maintenance***

56 Section 113 of the Charter empowers the court to make an order for maintenance. In making such an order, the court has to consider all the circumstances of the case, including the factors set out in s 114(1) of the Charter:

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;

- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;
- (f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; and
- (g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.

57 As stated in *BG v BF*, (*supra* [\[14\]](#)) the power to order maintenance is exercised in a manner supplementary to the power to divide matrimonial assets, such that the court takes account of each party's share of the assets, and the order for maintenance plays a complementary role to the order for assets.

58 Finally, one must not lose sight of the rationale behind the law imposing a duty on a former husband to maintain his former wife. Essentially, the aim is to even out any financial inequalities between the spouses, taking into account any economic prejudice suffered by the wife during marriage: *Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376 at [27].

### ***Decision on Maintenance***

59 The Wife's anticipated monthly expenses were \$2,260, the bulk of which was for the rental of a two room HDB flat which was estimated to cost \$1,500 a month. Adopting a multiplier of 10 years, the Wife's requested lump sum maintenance would amount to \$271,200. At the hearing however, counsel for the Wife indicated her client no longer wished to rent, but intended to purchase a three room HDB flat estimated to cost about \$400,000.

60 In the light of the Wife's share of the matrimonial assets, I was of the view that a lump sum of \$20,000 by way of maintenance would be an equitable amount in the circumstances, to achieve a clean break between the parties, which was what the Wife wanted. The Wife's share of \$2m of the matrimonial assets would comfortably enable her to purchase a three room HDB flat for her future occupation.

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