

AOH v AOI
[2011] SGHC 14

Case Number : DT No 4236 of 2006
Decision Date : 18 January 2011
Tribunal/Court : High Court
Coram : Woo Bih Li J
Counsel Name(s) : Tan Cheng Han, SC (instructed) and Peggy Yee (PY Legal LLC) for the plaintiff/wife; Yap Teong Liang (T L Yap & Associates) for the defendant/husband.
Parties : AOH — AOI

Family Law

18 January 2011

Woo Bih Li J:

Introduction

1 The parties were married in January 1994 and have one child ("the Child"), born in 1996. I will refer to AOH and AOI as "the Wife" and "the Husband" respectively. The Wife commenced divorce proceedings in September 2006 and was granted interim judgment in November 2006. The hearings before me of the ancillary matters concerned (a) the division of the matrimonial assets; (b) the maintenance to be paid by the Husband; and (c) the custody, care and control of, as well as access to, the Child.

2 After hearing counsel for both parties and reviewing an Accountants Report ("the Report"), I made the following orders on 26 November 2010:

(a) Division of matrimonial assets

(i) The net sale proceeds of the parties' matrimonial home near Stevens Road ("the Matrimonial Property"), ie, \$3,350,299.61, were to be divided 52% and 48% between the Wife and Husband respectively.

(ii) The net balance of the sale of shares in [B] Pte Ltd ("[B]") was found to be:

Sale proceeds	=	\$12,850,000.00
Less: amount used for contribution by Husband to the Matrimonial Property	=	\$932,782.50
Less: loan by Husband's father	=	\$600,000.00
	=	<hr/> \$11,317,217.50

The Husband was to pay the Wife 35% of the sum of \$11,317,217.50 as part of the division of

matrimonial assets with interest thereon at the rate of 3% per annum from 1 January 2010 to the date of full payment.

- (iii) Parties were to retain all other assets in their own names.
- (b) Maintenance
 - (i) By consent, the Husband was to pay maintenance for the Child at \$2,000 per month.
 - (ii) The Husband was to pay maintenance of \$1 per year for the Wife.
- (c) Custody, care and control and access
 - (i) Parties were to have joint custody of the Child.
 - (ii) The Wife was to have care and control of the Child. This was without prejudice to any fresh application by the Husband to have care and control.
 - (iii) The Husband was to have access to the Child as stipulated in two orders each dated 7 December 2007 of a District Judge and as varied by Justice Tay Yong Kwang ("Tay J") (for one of such orders), with the additional variation that the Husband was to have equal access to the Child during the mid-year and year-end school holidays starting from 2011 and two weeks access for the 2010 year-end holidays. Parties were to work out the details of such access. Also, there was no need for one-night access to be at the Child's paternal grandparents' place.

I ordered the Husband to pay the costs (to be agreed or taxed) of the ancillaries to the Wife, including the fees and expenses of the accountant. The Husband has appealed against that part of my decision pertaining to the division of matrimonial assets, *ie*, the net proceeds of sale of the Matrimonial property and the net balance of the sale of shares in [B] and my decision on costs.

Grounds of decision

Division of matrimonial assets

3 As regards the division of matrimonial assets, the dispute was in respect of two assets, *ie*, the sale proceeds of the Matrimonial Property and the sale proceeds of shares in [B]. However, the Wife urged me to take into account the Husband's non-disclosure of some matrimonial assets in making my determination on the division of the sale proceeds of shares in [B]. A brief history of the parties' acquisition and disposal of the main disclosed matrimonial assets is as follows:

- (a) In August 1993, before the marriage, the parties bought a property ("the first property") in their joint names. The first property was purchased for \$550,000. The first property was sold for \$890,000 in 2003.
- (b) In July 1996, [B] was incorporated. In June 2000, [C] Ltd ("[C]") acquired 180,000 shares in [B].
- (c) In 1999, the parties bought another property ("the second property") for \$2.25 million. The second property was sold in 2003.
- (d) In September 2000, the parties bought the Matrimonial Property. They rebuilt the property

between April 2001 and August 2003. The Matrimonial Property was sold in December 2006 and the net sale proceeds were held by solicitors pending the outcome of the ancillaries.

(e) On 5 August 2010, the Husband entered into an agreement to sell to [C] 320,000 shares in [B] for \$1,250,000.

The parties also maintained a joint bank account with DBS bank ("the DBS Joint Account"). The DBS Joint Account was opened in January 1994. The Wife and Husband contributed \$1,000 and \$1,500 respectively to the DBS Joint Account on a monthly basis until the account was closed in September 2006 but there were also ad hoc contributions as well.

4 To assist with the division of matrimonial assets, the parties appointed M/s Kong Lim & Partners to carry out an investigation and make a report on the following:

(a) The Matrimonial Property

(i) To identify the profit made from the sale of the Matrimonial Property and the monetary contributions made by the Wife and the Husband and moneys paid out from the DBS Joint Account.

(ii) To identify the sale and purchase price of the Matrimonial Property and to verify the related expenses with regards to the Matrimonial Property.

(b) [B]

To identify the purchase price paid by [C] for the sale of 180,000 shares in [B].

(c) Funds in the DBS Joint Account

(i) To identify monetary contributions made into the DBS Joint Account by the Wife and the Husband.

(ii) To ascertain the outflow of the funds taken by the Wife and the Husband from the DBS Joint Account.

I referred to the Report in my broad-brush determination of the value of the matrimonial assets and the proportion of each party's financial contribution to such assets, bearing in mind the issues raised by both parties regarding certain figures in the Report. As is evident from my orders (see [\[2\]](#) above), I treated the two assets for division separately, rather than grouping them together and thereafter dividing them, because the proportion of the direct contributions of the parties in acquiring and improving each asset was likely to be quite different.

The division of the net sale proceeds of the Matrimonial property

5 The parties purchased the Matrimonial Property in their joint names in September 2000. In 2006, the Matrimonial Property was sold and, according to the Report (at p 6), the net sale proceeds was \$3,350,299.61 (subject to adjustment pending confirmation on the final redemption amount payable on completion).

6 The Report (at pp 8, 11 and 29) found that the moneys paid towards the Matrimonial Property consisted of the following:

(a) a total of \$852,563.95 from the Wife consisting of \$693,956.86 from the Wife's personal bank account and \$158,607.09 from the Wife's contribution to the DBS Joint Account;

(b) a total of \$1,342,579.41 from the Husband consisting of \$409,796.91 from the Husband's personal bank account and \$932,782.50 from the Husband's contribution to the DBS Joint Account;

(c) a sum of \$315,866.49 from the DBS Joint Account which the Report did not identify as being the contributions of the Husband or the Wife;

(d) a sum of \$22,198 from the parties' joint bank account with POSB which the Report did not identify as being the contributions of the Husband or the Wife; and

(e) a sum of \$129,254.28 from the proceeds of sale of previous properties.

7 The parties sought to apportion the contribution of \$315,866.49 from the DBS Joint Account (see [6(c)] above) as well as the sum of \$22,198 derived from the parties' joint bank account with POSB (see [6(d)] above) based on the ratio of the parties' total deposits into (less their withdrawals from) the DBS Joint Account. However, each party arrived at a different ratio depending on the time frame adopted in the calculation of how much each party had deposited into or withdrawn from the DBS Joint Account. The Husband looked at the parties' total deposits into (less their withdrawals from) the DBS Joint Account between 2000 (when the Matrimonial Property was purchased) and 2006. He submitted that the sums of \$315,866.49 and \$22,198 should be apportioned between the Husband and Wife in the ratio 60:40 respectively. On the other hand, the Wife adopted the figures stated at p 29 of the Report, which looked at the parties' deposits into (less their withdrawals from) the DBS Joint Account between 1997 and 2006. She submitted that the sums of \$315,866.49 and \$22,198 should be apportioned between the Husband and Wife in the ratio 37:73 respectively.

8 With regard to the sum of \$129,254.28 from the proceeds from sale of previous properties, the Wife argued that this should be divided equally between the parties as all previous properties were held by the parties as joint tenants and that any moneys from the Husband's father were gifts to the married couple. On the other hand, the Husband argued that the sum of \$129,254.28 should be paid to the Husband's father as repayment of an alleged loan of \$400,000 from the Husband's father to the parties to purchase the first property. \$379,905.19 was verified at p 9 of the Report as being payments made towards the first property by [D] Pte Ltd and the Husband's father. In the alternative, the Husband claimed that the sum of \$129,254.28 should be attributed to him as his contribution towards the Matrimonial Property.

9 Based on their respective submissions at [7] and [8] above and taking into account items (a) and (b) of [6] above, the Husband submitted that the direct financial contributions towards the purchase of the Matrimonial Property should be divided between the Wife and the Husband in the ratio 36.3:63.7 respectively whilst the Wife submitted that it should be in the ratio 44:56 respectively.

10 I noted that the calculation of the parties' contributions to the DBS Joint Account by both parties did not include the monthly contributions of \$1,500 and \$1,000 by the Husband and Wife respectively (see [3] above and p 24 of the Report). I was of the view that these monthly contributions were a better gauge of the parties' direct financial contributions to the acquisition of matrimonial assets generally, and in particular, the Matrimonial Property. Accordingly, I concluded that the Wife and the Husband had made direct financial contributions to acquire the Matrimonial Property in the ratio of, approximately, 40:60 respectively. This was not very different from their respective submissions.

11 I come now to the indirect contributions. In the Wife's first affidavit filed on 24 January 2007, the Wife described her indirect contributions. According to her, she took on sole responsibility for household matters such as hiring and supervising domestic helpers and attending to repairs of household appliances etc; looked after the Child whilst the Husband travelled frequently and entertained business associates at night; spent time with and nurtured the Child between March 2001 and October 2003 when she was not in the work force; planned for and enrolled the Child in enrichment and tuition activities as well as organised the Child's birthday parties; arranged for masseuse and foot reflexologists to provide massages at home to relieve the Husband's alleged stress at work; arranged the Husband's surprise 40th birthday party; and took charge of the project to demolish and build the parties' family home by liaising with architects and contractors etc and supervising the construction works.

12 On the other hand, in his affidavit filed on 24 September 2007 ("the Husband's Second Affidavit"), the Husband claimed that he had helped out in the researching, interviewing and choosing of architects and contractors for the project to build the family home; shared in the household chores such as the supervision of domestic help and the grocery shopping; tutored and supervised the Child; cooked dinners for the family at least two or three times a week; supervised contractors and carried out minor repair work around the house; installed and maintained the parties' two home entertainment systems; worked with real estate agents for the potential rental and sale of the Matrimonial Property; jointly organised family holidays with the Wife; and bought toys, clothes and food for the Child. Nevertheless, the Husband admitted (at para 38 of the Husband's Second Affidavit) that the parties had agreed for the Wife to liaise with the architects and contractors with regard to the project to build the family home. He further acknowledged (at para 39 of the Husband's Second Affidavit) that he had been working almost 12 to 14 hour days for several years (1996 – 2003) and did not spend much time with the Child during that period.

13 Whilst both parties may have contributed indirectly to the acquisition of the Matrimonial Property through their contributions to the family, it appeared to me that the Wife's contributions to the family were substantially more than the Husband's. As such, I was of the opinion that the ratio of the Wife's to the Husband's overall contributions to acquire the Matrimonial property should be adjusted from the ratio of 40:60 based on their direct financial contributions only, to the ratio of 52:48 to take into account their *indirect* contributions as well.

14 In the circumstances, I ordered that the net sale proceeds of the Matrimonial Property be divided 52% and 48% between the Wife and Husband respectively.

The division of the sale proceeds of shares in [B]

The history of [B]

15 [B] was incorporated with 100,000 shares at \$1 per share in July 1996. The Husband and Wife held 99,999 shares and one share respectively. Thereafter, as set out at p 12 of the Report, the following events took place:

- (a) The Husband was allotted an additional 100,000 shares at \$1 per share on 28 November 1997.
- (b) The Husband's father was allotted 100,000 shares at \$1 per share on 28 November 1997.
- (c) A total of 180,000 shares were transferred to [C] for a declared consideration of \$13,800,000 on 29 June 2000 in the following manner:

- (i) the Husband's 79,999 shares in [B] were transferred for a consideration of \$6,133,256.66;
 - (ii) the Husband's father's 100,000 shares in [B] were transferred for a consideration of \$7,666,666.67; and
 - (iii) the Wife's one share in [B] was transferred for a consideration of \$76.67.
- (d) On 29 June 2000, [B] issued 500,000 shares of \$1 each for a consideration of \$4 per share:
- (i) the Husband was allotted 200,000 shares for a total consideration of \$800,000 via capitalisation of loans payable to a director; and
 - (ii) [C] was allotted 300,000 shares for a total cash consideration of \$1,200,000.
- (e) As stated at p 28 of the Report, on 5 August 2010, the Husband entered into a sale and purchase agreement to sell his remaining 320,000 shares in [B] to [C] as well as a global settlement of a dispute arising from the previous sale of 180,000 shares to [C] (see (c) above). The dispute on the sale of 180,000 shares on 29 June 2000 was globally settled at \$11,600,000 and the Husband's remaining 320,000 shares were sold to [C] for \$1,250,000. The total sale proceeds of shares in [B] was therefore \$12,850,000.

16 According to the Husband, he no longer retains, nor had he kept aside, any part of the proceeds of sale of shares in [B].

17 Firstly, the Husband claimed that his father was the legal and beneficial owner of 100,000 of the shares in [B] on 29 June 2000 when the 180,000 shares in [B] were sold to [C]. Therefore, the Husband's father was entitled to \$6,444,444.50 being his proportionate share of the settlement price of \$11,600,000. On the other hand, the Wife submitted that the Husband's father was the Husband's nominee for the 100,000 shares and that there was therefore no basis for any part of the net sale proceeds of [B] shares to belong to the Husband's father except perhaps for the repayment of loans amounting to \$600,000. The Husband had claimed that he had started [B] with personal loans amounting to \$600,000 taken between November 1997 and March 2000 from his father (see para 16 of the Husband's affidavit filed on 12 February 2007). The Wife pointed out that the allocation of 100,000 shares to the father on 28 November 1997 appeared to correspond with a personal loan of \$100,000 that the Husband had allegedly taken from his father on 26 November 1997. The date and amount of that loan was written by hand together with dates and amounts totalling the remaining \$500,000. These handwritten notes were found in a typed note to acknowledge a total loan of \$600,000 by the Husband's father to the Husband and exhibited at p 32 of the Husband's affidavit of 12 February 2007.

18 Secondly, the Husband claimed that he had paid \$6,700,000 of the sale proceeds as fees and commissions to third parties to facilitate business contacts and potential businesses for [B] in countries such as Brunei, Thailand and Indonesia as well as for various investments. The fees and commissions were paid first to his father who then paid certain middlemen (whom the Husband named) and who in turn then paid the brokers entitled to the same (see Husband's affidavit filed on 14 November 2007 at paras 20–22).

19 Thirdly, the Husband claimed to have utilized the remainder of the sale proceeds to support the family, buy the family cars, repay his father the \$600,000 which his father had lent him between

November 1997 and March 2000 to start up the company (see [\[17\]](#) above), pay for household and renovation costs, to contribute to the DBS Joint Account and as part payment of the Matrimonial Property.

20 Apart from the sums of \$932,782.50 (being a sum which the Husband channelled towards the purchase of the Matrimonial Property) and \$600,000 which I was prepared to accept as a loan that the Husband had taken from his father to start up the company, I declined to make any further deductions from the sale proceeds when determining the net balance that was held by the Husband or in his control.

21 Firstly, I was of the view that the sum of \$600,000 given to the Husband by his father was in the nature of a loan rather than as the purchase price for an equity stake in [B] and that the Husband's father was the Husband's nominee for the 100,000 shares registered in the Husband's father's name. Therefore, the sale proceeds attributable to the 100,000 shares in the Husband's father's name ought to be considered as the Husband's.

22 Secondly, as noted at p 17 of the Report, the Husband's claim that he had paid \$6,700,000 (through his father) to third parties was not supported by documentary evidence substantiating the reasons for paying out these amounts. It was insufficient for him to produce cheque images of various sums of money payable to his father between 2000 and 2003, petty cash vouchers and a note of payments to certain named persons, when these documents did not have adequate information regarding the reasons for payment. Furthermore, according to the Wife, the named middlemen were related to the Husband. I decided that the Husband's claim that these were payments necessary to secure deals for [B] should not be accepted

23 Thirdly, in the absence of better evidence, I did not accept the Husband's bare claim that he had utilized the remaining sale proceeds to support the family or for any of the purposes mentioned in [\[19\]](#) above.

24 I therefore found the net balance of the sale of [B] shares to be:

Sale proceeds	=	\$12,850,000.00
Less: amount used for contribution by Husband to the Matrimonial property	=	\$932,782.50
Less: loan by Husband's father	=	\$600,000.00
	=	<hr/> \$11,317,217.50

25 As regards the Wife's share of the net balance of the sale of [B] shares, the Husband initially suggested that she should get at most \$64.40 for her one share in [B] which was sold. He claimed that whilst the Wife was a director of [B] and had one share in the company, she made no contribution towards the start up and running of the company. He contended that any involvement by the Wife in the company was more disruptive than helpful. Nevertheless, in the course of oral arguments, the Husband's counsel informed me that the Husband was prepared to offer 10% (of the net balance of the sale of the shares) to the Wife.

26 On the other hand, the Wife claimed that she had made substantial contributions to the company, both directly (through the Husband's withdrawal of moneys that the Wife had deposited into the DBS Joint Account) and indirectly (through her professional input into the company). In her

affidavits filed on 24 January 2007, 20 August 2007 and 19 October 2007, the Wife stated that she was involved, as a director of [B], in the signing of agreements and contracts of [B] from the inception of the company; had sought to introduce new contacts and clients to [B]; managed and participated in the development of wealth management application prototypes for [B]; and attended conferences and company events. In her affidavits, the Wife exhibited e-mail between the parties in which the Husband had asked for the Wife's assistance on a presentation and had represented to third parties that the Wife was assisting in [B]'s business ventures. I also noted that the Wife had acted as a guarantor for a \$1.701 million United Overseas Bank ("UOB") mortgage of [B]'s properties in 1999 and was also a guarantor of \$500,000 overdraft facilities from UOB for [B] in 1999. The Wife claimed 35% of the net balance of the sale of shares in [B] for these contributions and another 15% for her efforts in respect of the family and household etc (see [\[11\]](#) above) and the Husband's non-disclosure of matrimonial assets. Her total claim for this net balance was 50%.

27 I was of the opinion that the Wife did contribute to [B] through the Husband's use of the DBS Joint Account and her own participation in the affairs of the company as she had claimed. The Husband had involved her in the company but in matrimonial proceedings he sought to claim that she was more disruptive than helpful. Nevertheless, it was clear that the Husband was the primary person who started and ran [B]. I was of the view that 15% of the net balance of the sale of shares should be allocated to the Wife for her contributions to [B].

28 However, I also concluded that the Husband had not made full disclosure of some of his assets which were part of matrimonial assets as elaborated in paras 26 to 32 of the skeletal submissions for the Wife. In view of that and her contributions to the family, (see [\[11\]](#) above), I was of the view that she should be allocated another 20% making a total of 35% of the net balance of the sale proceeds of [B], ie, 35% of \$11,317,217.50. I so ordered. I also awarded the Wife interest thereon at the rate of 3% per annum from 1 January 2010 to the date of full payment as the Husband has had the benefit of most of the sale proceeds for a considerable time (the first sale of shares being in June 2000).

The division of the other matrimonial assets

29 I have already taken into account the Husband's non-disclosure of other matrimonial assets. For the assets which were disclosed the parties were not seeking a distribution of the same except for those I have mentioned. Therefore, I was of the opinion that the parties ought to retain those other matrimonial assets in their own names.

Maintenance, custody, care and control and access

30 For completeness, I will elaborate on my decision on maintenance, custody, care and control and access although these are not the subject of the Husband's appeal.

Maintenance of the Child

31 The parties agreed that the Husband would pay maintenance for the Child at \$2,000 per month.

Maintenance of the Wife

32 In view of the fact that the Wife was gainfully employed and drawing a substantial salary, she was awarded maintenance at \$1 per year.

Custody, care and control and access

33 The parties were agreeable to joint custody of the Child. Pursuant to an application by the Husband in Summons No 7190/2007 for interim access to the Child, the District Judge made the following orders regarding access as stated in an Order of Court dated 7 December 2007:

(1) The [Husband] is to have reasonable access to the child as follows:-

(a) Weekend access alternating as follows:-

i. 1st and 3rd Saturdays access from 10.00 am to 8.00 pm.

ii. 2nd and 4th Saturdays overnight access to the [C]hild at the paternal grandparents['] place from Saturday 10.00 am to Sunday 10.00 am.

(b) Day access on Mondays and Wednesdays, after school. The [Husband] to pick up the [C]hild from the school and return [the Child] by 8.30pm. During school holidays, when the [C]hild is in Singapore, the [Husband] is to pick up the [C]hild from the [Wife's] home at 2.00pm and return [the Child] by 9.00pm (Mondays and Wednesdays).

(c) One week during the June and one week during the November/December school holidays, with liberty to bring the [C]hild overseas for holidays starting from June 2008 provided a paternal female relative accompanies them.

(d) Reasonable daily telephone access to the [C]hild provided it does not conflict with the [C]hild's tuition.

(e) Alternate public holidays from 10.00am to 8.00pm except Christmas and Chinese New Year. On Christmas day from 10.00am to 8.00pm on alternate years with effect from 2007 ([Wife's] turn). On the eve of Chinese New Year from 4.00pm to 8.00pm on the first day of Chinese New Year on alternate years with effect from 2008 ([Wife's] turn) and on the 2nd day of Chinese New Year from 10.00am to 8.00pm on alternate years with effect from 2008 ([Husband's] turn).

(f) ...

(g) The above arrangements at paragraphs (a) to (e) are to be reviewed on the 31st July 2008 and the [Husband] is not to bring along any female friend during these access periods.

(h) ...

34 On 30 January 2008, Tay J varied the 7 December 2007 orders made by the District Judge in Summons No 7190/2007 to give the Husband additional access to the Child as follows:

(a) One week during the June and one week during the November/December school holidays, with liberty to bring the Child overseas for holidays starting from June 2008; and

(b) On the 1st day of Chinese New Year from 8.00pm to the 2nd day of Chinese New Year 8.00pm on alternate years with effect from 2008 (Husband's turn); and

(c) Para 5(1)(g) of the Order of Court dated 7 December 2007 was varied to the extent to read that "The above arrangements at paragraphs (a) to (e) are to be reviewed on 31st July

2008.” According to counsel for the Husband, Tay J had deleted the reference in para 5(1)(g) of the Order of Court dated 7 December 2007 to the Husband not bringing any female friend along during access periods. Counsel for the Wife was unable to comment on this point as neither he nor his instructing solicitor was present at the hearing before Tay J.

35 The District Judge also made the following orders relating to access in an Order of Court, also dated 7 December 2007, in respect of the Husband’s application in Summons No 17073/2007 for access to the Child during the mid-year and year-end school holidays:

(a) ...

(b) The [Husband] be at liberty to take [the Child] for overseas holidays during the mid year and year end school holidays with effect from June 2008.

(c) The [Wife] and the [Husband] do provide to each other notice of the travel itinerary, flight details, accommodation details and contact numbers of the holidays at least 14 days prior to departure.

(d) The [Wife] shall within 3 days of receipt of the notification by the [Husband] of the holiday arrangements handover the [C]hild’s passport to the [Husband]. The [Husband] shall return the [C]hild’s passport to the [Wife] within 3 days of the [C]hild’s return to Singapore at the end of the holidays.

(e) ...

(f) ...

36 At the hearing before me on 25 November 2010, counsel for the Husband indicated that the Husband was prepared to follow the existing orders on access to the Child with the exception that he sought access for half of the duration of the June and November/December school holidays. However, the Husband indicated that he had been denied access to the Child by the Wife in spite of the existing interim orders on access made by the District Judge and Tay J and that, factually, he was only getting access to the Child between 6.45pm and 8.30pm on Monday and Wednesday evenings. As such, the Husband sought care and control of the Child.

37 I noted that the Husband’s complaint that the Wife had failed to comply with the interim orders on access as set out at [\[33\]](#)–[\[35\]](#) above was a recurring one that had been brought up at hearings of the ancillary matters since 2008. Whilst I granted care and control of the Child to the Wife, I would emphasise that this is without prejudice to any fresh application by the Husband to have care and control of the Child.

38 I ordered that the Husband was to have access to the Child as stipulated in the Order of Court of the District Judge dated 7 December 2007 in Summons No 7190/2007 as varied by Tay J (see [\[33\]](#)–[\[34\]](#) above) and the Order of Court of the District Judge dated 7 December 2007 in Summons No 17073/2007 (see [\[35\]](#) above), with the additional variation that the Husband was to have equal access to the Child during the mid-year and year-end school holidays starting from 2011 and two weeks access for the 2010 year-end holidays. The parties were to work out the details regarding access to the Child. Additionally, there was no need for one-night access to be at the Child’s paternal grandparents’ place.

Costs

39 As mentioned, the Husband is also appealing against my decision on costs. At the hearing before me, his counsel agreed that, in principle, the Husband should be liable for costs of the ancillaries as the divorce was granted on the Wife's statement of claim. However, his counsel submitted that both should bear the fees and expenses of M/s Kong Lim & Partners equally as some of the Wife's allegations were not justifiable. I was of the view that since their work was necessitated by the divorce and because the Wife had not been unreasonable in her allegations on the ancillaries, when viewed in an overall context, the Husband should also be solely liable for their fees and expenses. I so ordered.

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