

# Ethos Law Corporation

Advocates & Solicitors · Commissioner For Oaths

By email: johntanyg2@gmail.com

**Mr Johnson Tan Yeow Guan**  
Block 23 Eunos Crescent  
#04-3023  
Singapore 400023

225B South Bridge Road  
Singapore 058774  
Tel: 6323 3266  
Fax: 6323 3118  
[www.ethoslaw.com.sg](http://www.ethoslaw.com.sg)  
[UEN: 201502082W]

email:  
[query@ethoslaw.com.sg](mailto:query@ethoslaw.com.sg)

Date                                      Our Ref        : **ETH.D280373-KarHSW(JohnTYG)**  
**17<sup>th</sup> January 2019**      Your Ref        :

We do not accept service  
of Court documents by  
fax.

Dear Sir

**Case No. FC/D 1038/2018**  
**Sub Case No. FC/SUM 4442/2018**  
**Case Conference refixed to 23<sup>rd</sup> January 2019, 3pm**

**Director**  
Mimi Oh

**Counsel**  
Georgina Then

**Senior Associate**  
Sandra Ooi

We act for the Plaintiff as you are well aware of it.

By way of background, you have been kept informed of the following:-

1. The divorce was concluded by/on 17<sup>th</sup> May 2018.  
**(see: Interim Judgment and Final Judgment as attached herein)**
2. A Consent Order dated 17<sup>th</sup> May 2018 was made to encapsulate all the ancillaries that have been settled and agreed between you and our client, as attached herein for your convenience.
3. A completion account on the sale of the matrimonial flat known as Block 449 Yishun Ring Road has been sold at S\$440,000 (and which completion statement dated 23<sup>rd</sup> August 2018 can be found in your present affidavit, exhibited as "TYG-9").

Our client's basis are as follows:-

1. Based on the Consent Order, above, there is a full and final settlement of the ancillaries.  
**(see: Consent Order)**
2. Apart from that, based on clause 4(b) of the said Consent Order, parties have agreed as follows:-

**"That the Defendant has agreed to continue to pay for the insurance premiums for Samuel and the Plaintiff will pay for the insurance premiums for Ruth."**

3. If so, Prayer 1 to 3 on the children, (Ruth and Samule)'s insurances as set out in your application have been resolved and agreed between the parties in the mediation conducted on the 17<sup>th</sup> May 2018 before the learned District Judge, Mr Wong Sheng Kwai.

Ethos Law Corporation

17<sup>th</sup> January 2019

Our Ref : ETH.D280373-KarHSW(JohnTYG)

Your Ref :

In the light of the foregoing and on behalf of our client, please note:-

1. Our client has no obligations to disclose her insurance policies as set out in Prayer 1 of your application, given that parties are divorced and the ancillaries have been resolved and settled last year in May 2018.
2. Further, given that you have agreed to take over the payment for the son, Samuel's insurance policy, whilst our client do the same for the daughter, Ruth's insurance policy, there is no basis for you to **"reinstate Ruth's policy of insurance"** as set out in Prayer 2 therein.
3. Notwithstanding that you were well aware that the sum of \$58,379.10 has already been paid to the Insurers during the marriage and given that parties have fully settled the ancillaries, on behalf of our client, we say that Prayer 3 therein your application is baseless and indeed mischievous.

As such, your application (Summons No. 4442/18) would be baseless and an abuse of the Court's process, wherein on behalf of our client, we can ask for costs against you once your application is disallowed/dismissed, unless you withdraw it at the next Case Conference above.

Therefore please confirm that you will withdraw your application at the next Case Conference above otherwise we will seek costs against you accordingly.

Yours faithfully,



**Mimi Oh / Sandra Ooi**  
**ETHOS LAW CORPORATION**  
*cc Client*

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

Case No.: FC/D 1038/2018

Between

Doc No.: FC/IJ 1672/2018

HO SUET WAH  
(NRIC No. S7903866J)

Filed: 12-April-2018 10:26 AM

Date of Order: 11-April-2018

...Plaintiff

Made By: Tan Ai Ling Jinny

And

District Judge in Chambers

TAN YEOW GUAN, JOHNSON  
(NRIC No. S7825903E)

...Defendant



**INTERIM JUDGMENT**

1. Particulars of Marriage to which this Interim Judgment Relates (the Marriage)
  - a. Date and place of solemnization of the marriage: 09-December-2006, Singapore
  - b. Date and place of registration of the marriage: 09-December-2006, Singapore
2. Interim Judgment Granted in Chambers.
  - a. Parties Present:
    - i. Not Applicable
  - b. Pronouncement by the Judge:
    - i. That the Plaintiff has sufficiently proven the contents of the Statement of Claim;
    - ii. and that the Marriage is dissolved by reason that:

The Defendant has behaved in such a way that the Plaintiff cannot reasonably be expected to live with the Defendant.

unless sufficient cause be shown to the court within 3 Month(s) from the date of this Judgment why such Judgment should not be made Final.

3. Further Orders Made:
  - a. Paragraphs 7(b), 7(c), 7(d), 7(e), 7(f) and 7(g) of Statement of Claim are adjourned to be heard in Chambers.

A handwritten signature in black ink, appearing to be 'Chia Wee Kiat', is written over a diagonal line that runs from the bottom left towards the top right.

FC/D1038/2018:FC/J1672/2018:FC/D1038/2018:FC/J1672/2018:FC/D1038/2018:FC/J1672/2018

CHIA WEE KIAT  
REGISTRAR  
FAMILY JUSTICE COURTS  
SINGAPORE

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

Case No.: FC/D 1038/2018

Doc No.: FC/FJ 2903/2018

Filed: 12-July-2018 10:26 AM

Final Judgment Date: 12-Jul-2018,  
04:54 PM

Between

HO SUET WAH  
(NRIC No. S7903866J)

...Plaintiff

And

TAN YEOW GUAN, JOHNSON  
(NRIC No. S7825903E)

...Defendant



**CERTIFICATE OF FINAL JUDGMENT (DIVORCE)**

As no sufficient cause has been shown to the court within 3 Month(s) from the Interim Judgment granted on 11-April-2018, why such judgment should not be made final, it is certified that:

1. The marriage solemnized on 09-December-2006 at Singapore between HO SUET WAH (NRIC No. S7903866J) and TAN YEOW GUAN, JOHNSON (NRIC No. S7825903E) is dissolved.
2. The Interim Judgment granted on 11-April-2018 is made final on this date.

FC/D1038/2018;FC/FJ2903/2018;FC/D1038/2018;FC/FJ2903/2018;FC/D1038/2018;FC/FJ2903/2018

CHIA WEE KIAT  
REGISTRAR  
FAMILY JUSTICE COURTS  
SINGAPORE

**IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE**

Case No.: FC/D 1038/2018

Between

Doc No.: FC/ORC 2684/2018

Filed: 22-May-2018 05:01 PM

Date of Order: 17-May-2018

Made By : Wong Sheng Kwai  
District Judge

HO SUET WAH  
(NRIC No. S7903866J)

...Plaintiff

And

TAN YEOW GUAN, JOHNSON  
(NRIC No. S7825903E)

...Defendant



**ORDER OF COURT**

**Nature of Hearing in Chambers.**

FDR (CFRC) Mediation

**Parties Present at the Hearing**

- i. Plaintiff
- ii. Plaintiff's Counsel
- iii. Defendant

**Orders Made:**

By Consent:-

1. Care, Control and Custody of the two children That parties are to have joint custody of the two children of the marriage, namely : (a) TAN JING EN, RUTH (f) ("Ruth"), currently aged 6 years plus; (b) SAMUEL TAN WEI EN (m), ("Samuel") currently aged 5 years plus; with care and control be granted to the Plaintiff and reasonable access to the Defendant.
2. Access to the two children of the marriage  
That the Defendant be granted reasonable access as follows:-  
(a) Every Friday, 8pm to Saturday, 1pm (where he will pick the two children and return them to the Plaintiff or her family at West Coast on Saturday, 1pm).  
  
(b) The Defendant shall attend to the children's extra-curricula activities on Saturday(s) which will be changed to West Coast Plaza by this May 2018.
3. Division of the matrimonial flat  
(a) In full and final settlement of the division of matrimonial assets and maintenance support of the Plaintiff, the matrimonial flat known as Block 449 Yishun Ring Road #12-94 Singapore 760449 ("matrimonial flat") shall be

sold in the open market within the next six months from the date of this Order. The sale proceeds shall be used to :-

- i. repay the outstanding HDB mortgage loan and any other payments required by HDB;
- ii. refund into parties' CPF account, all CPF monies together with accrued interests utilized in the payments of the said flat;
- iii. pay for all costs and expenses related to the sale of the matrimonial flat i.e. agent's commissions.

(b) Thereafter the nett sale proceeds will be divided in the proportion of 60% to the Plaintiff and 40% to the Defendant.

(c) This Order is made subject to the Central Provident Fund Act (Cap. 36) ("CPF Act") and the subsidiary legislation made thereunder as well as any existing Order of Court in this Divorce proceedings made in respect of the Member's CPF monies, property and investments. The Central Provident Fund Board ("the Board") shall give effect to the terms of this Order in accordance with the provisions of the CPF Act and the subsidiary legislation made thereunder.

(d) All obligations to effect a transfer or sale of the matrimonial flat shall be on the Member and not on the Board.

(e) The parties, including the Board, shall be at liberty to apply for further directions or Orders generally.

(f) The Registrar of the Family Justice Courts under section 31 of the Family Justice Act (No. 27 of 2014) is empowered to execute, sign, or indorse all necessary documents relating to matters contained in this Order on behalf of either party, should either party fail to do so within seven (7) days of written request being made to the other party.

4.

Maintenance support for the two children

(a) That the Defendant pays a monthly sum of S\$1,000 as maintenance for the two children into United Overseas Bank account no. 355-319-425-1 commencing from 1st May 2018 and thereafter on the 1st day of each and every subsequent month.

(b) That the Defendant has agreed to continue to pay for the insurance premiums for Samuel and the Plaintiff will pay for the insurance premiums for Ruth.

(c) That the parties are to share the following ad-hoc and large expenses on 44% by the Defendant and 56% by the Plaintiff:-

- i. Year-end school texts books, bags, uniforms and stationery purchases;
- ii. School enrichment trips;
- iii. Dentist fees;
- iv. Prescription of glasses;
- v. Laptop computer(s);
- vi. Any other items to be discussed and agreed upon.

(d) The Defendant shall reimburse the above expenses incurred by the children to the Plaintiff within 14 days from tendering of receipts/proof of payments to him by the Plaintiff.

5. Costs

Defendant agrees to pay cost of S\$1,000 to Plaintiff for the proceedings.

## 6. Others

(a) Any property acquired from hereon will be retained by the party accordingly as his/her own asset.

(b) That there shall be liberty to apply.

~~12.~~

FC/D1038/2018:FC/ORC2684/2018:FC/D1038/2018:FC/ORC2684/2018:FC/D1038/2018:FC/ORC2684/201

CHIA WEE KIAT

REGISTRAR

## FAMILY JUSTICE COURTS

SINGAPORE