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

Between

)

*… Plaintiff*

And

*… Defendant*

**AFFIDAVIT**

I, do solemnly and sincerely affirm and say as follows:-

1. I am the Plaintiff in the present proceedings.
2. Unless otherwise stated, the matters stated herein are within my personal knowledge. Where they are not within my personal knowledge, they are nevertheless true to the best of my information, understanding and belief based on the instructions from and/or information in the possession of the Plaintiff.
3. I make this affidavit of my application for the amendment of FC/SUM 4232/1997 filed on 5 December 2014 (“**SUM 4232**”). A copy of SUM 4232 containing my proposed amendments is annexed herewith and marked as exhibit “**Annex-1**”.
4. By way of background, my marriage with the Defendant was dissolved (by consent), vide Suit No. 4232 of 1997, on the basis that the Defendant had behaved in such a way that the I could not reasonably be expected to live with the Defendant. Accordingly, an Interim Judgment was granted by this Court on 28 January 1997 (“**the IJ**”).
5. The relevant term of the IJ relating to the matrimonial property located at is set out below:-

“*The parties’ joint application and agreement for purchase of [the Matrimonial Property] shall be transferred from the Defendant to the Plaintiff without consideration and without any refund of the Defendant’s CPF’s monies (with interests) if any withdrawn by the Defendant for the purchase of the flat. The transfer fees and all expenses and incidentals shall be borne by the Plaintiff. This is subject to the approval and consent of HDB*”

1. The IJ was made final by way of the Certificate of Final Judgment (Divorce) filed on 28 January 2015 (“**the GH**”). Copies of the IJ and FJ are collectively annexed herewith and marked as exhibit “**Annex-2**”.
2. Subsequently, I was informed by the HDB Branch office that the Defendant must complete the following documents in order to effect the transfer of the Matrimonial Property to me:-
   1. a duly signed written consent from the Defendant to say that he is agreeable to the transfer; and
   2. a duly completed ex-spouse consent form.

(collectively referred to herein as “**the Forms**”)

1. It has been almost a year since the divorce was made final. To this day, the Defendant had failed to execute the Forms, thereby breaching the terms of the IJ and/or FJ.
2. Between 28 May 2015 to 22 July 2015, me and my previous solicitors had made no less than 22 attempts to locate and/or contact the Defendant to seek his compliance with the IJ and/or FJ. A table setting out our various attempts is set out below:-

| S/No. | Date | Description |
| --- | --- | --- |
|  | 28 May 2015 | I had called the Defendant on his mobile and he had assured me that he would sign the Forms at my mother’s place. |
|  | 28 May 2015 | The Defendant had failed to turn up at my mother’s place despite his reassurance on 12 May 2015. Instead, the Defendant insisted that he would only speak to the HDB officer. |
|  | 28 May 2015 | I called the HDB officer in charge and was informed that the Defendant refused to sign the Forms on the basis that he was “*reconsidering the matter*”. |
|  | 28 May 2015 | I tried calling the Defendant again but he had refused to pick up my call. |
|  | 28 May 2015 | I sent a text message to the Defendant to ask him if he had gone down to the HDB office to sign the Forms. Again, there was no reply. |
|  | 28 May 2015 | I again tried sending a text message to the Defendant to ask if he had signed the Forms. Once more, it fell into silence. |
|  | 28 May 2015 | As I suspect that he was trying to avoid my calls and/or text messages, I had asked my son to call him. Indeed, the Defendant picked up his phone. I then got my son to inform him that the Matrimonial Property was ready for possession. As such, he would need to sign the Forms. |
|  | 28 May 2015 | On or around 2 pm, I went to the Defendant’s residence to look for him. The Defendant was not at home but I spoke to his cousin. I was informed by his cousin that he was still staying there. As such, I started to and verily believe that the Defendant was trying to evade form complying with the orders of the IJ and/or FJ. |
|  | 28 May 2015 | Given the aforesaid, I had asked my previous solicitor to write to the Defendant, giving him 7-day notice to comply with the orders of the IJ and/or FJ, failing which, I would have no choice but to make an application to Court to seek an order for the Registrar and/or the Duty Registrar to sign the Forms on his behalf (“**the 27 July 2015 Letter**”). A copy of the aforesaid letter is annexed herewith as “**Annex-3**”. |

1. Despite me and/or my previous solicitors’ utmost efforts in securing the Defendant’s compliance with the orders of the IJ and/or FJ, I verily believe that the Defendant:-
   1. knew and/or ought to have known that he was supposed to sign the Forms in order to complete the transfer of the Matrimonial Property to me pursuant to the IJ and/or FJ; and
   2. was intentionally evading his obligations under the terms of the IJ and/or FJ despite numerous reminders by me and my previous solicitors.
2. Given that a 7-day notice was already issued to the Defendant by way of the 60 July 2015 Letter and that the Defendant’s conduct, I verily believe that it would no longer be necessary for me to issue a further notice.
3. I also verily believe that the Defendant would not suffer any prejudice by reason of the proposed amendments to SUM 3579.
4. In the premises, I humbly pray for an order-in-terms of this application.

AFFIRMED by the abovenamed )

this day of December 2015 )

at Singapore )

Before me,

**COMMISSIONER FOR OATHS**

This Affidavit is filed on behalf of the Plaintiff.