IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 36

Divorce Transferred No 4601 of 2018

Between

WOS

… *Plaintiff*

And

WOT

… *Defendant*

JUDGMENT

[Family Law — Matrimonial assets — Division – Operative date for determining matrimonial assets – Husband leaving matrimonial home not a conclusive factor pointing to the end of marriage contract which justifies an earlier operative date]
[Family Law — Maintenance — Wife – Assets received from division sufficient to provide for Wife]
[Family Law — Maintenance — Child – Tertiary education overseas]

WOS
v
WOT

[2023] SGHCF 36

General Division of the High Court (Family Division) — Divorce Transferred No 4601 of 2018
Choo Han Teck J
27 June 2023; 11 July 2023

31 July 2023 Judgment reserved.

Choo Han Teck J:

1 The plaintiff ("the Husband") and the defendant ("the Wife") were married for 20 years from 3 June 1999. The Husband is a 65-year-old businessman in the construction and maintenance industry. The Wife, aged 60, is a housewife. They have a 21-year-old son, E ("E") who is in university overseas. This was the second marriage for both of them. The Husband has two sons, now aged 36 and 38 from his first marriage, and the Wife has a 29-year-old son from hers. The parties had lived separately since the end of 2010. The interim judgement ("IJ") of divorce was granted on 12 March 2019, and by consent, the Wife has sole custody, care, and control of E with reasonable access to the Husband. The remaining ancillary issues are the division of matrimonial assets and the maintenance for the Wife and E.

Division of matrimonial assets

2 The main issue in the division of their matrimonial assets concerns the operative date for determining when a party's assets be included as matrimonial assets for division — whether that should be the IJ date, 12 March 2019 (as the Wife claims), or the date of separation 13 July 2008, (as the Husband claims). The Husband claims that they did not intend to accumulate matrimonial assets after the separation, when they did not even maintain any semblance of marriage. The Wife says that the default date for determining matrimonial assets should be the IJ date. She says that there is no reason to depart from this default position because there was still a matrimonial home and marital relations between them even after the Husband had shifted out sometime in 2008, a claim disputed by the Husband. The operative date is significant because the value of the assets varies between approximately S$20m and S$3m depending on which date applies.

3 The Court of Appeal in *ARY v ARX and another appeal* [2016] 2 SLR 686 ("ARY") held at [32] that the IJ date should be the default operative date for the assessment of matrimonial assets because the IJ "puts an end to the marriage contract and indicates that the parties no longer intend to participate in the joint accumulation of matrimonial assets". It is so called a 'default date' only because no better date can be established. What better date can there be? The answers lie within the CA's judgment just quoted. When a date before the IJ date is considered, that must be a date in which the parties have "put an end to the marriage contract" and "no longer intend to participate in the joint accumulation of matrimonial assets". In this connection, evidence is required as to when the parties have evinced a mutual intention to "put an end to the

marriage contract" and that they no longer intend to "participate in the joint accumulation of matrimonial assets".

4 If the "better date" is after the IJ, as in *ARY*, the parties have to show why, in spite of the marriage having ended with the issuance of an Interim Judgment for divorce, the parties still "intend to participate in the joint accumulation of matrimonial assets". That would be an unusual situation. In cases where the "better date" is after the IJ, the more likely, albeit still unusual, case is where it would be unfair to deprive the other party of all income or assets gained by the other between the IJ and the AM dates — as in the *ARY* case.

5 *AUA v ATZ* [2016] 4 SLR 674 ("*AUA*") and *CLD v CLE* [2021] SGHCF 12 ("*CLD*") are examples of the former (when a date before the IJ date is considered). In *AUA*, the parties had a formal separation agreement (with legal advice), signifying that the marital relationship had come to an end. In *CLD*, the court found on the facts that the three indicators of termination referred to in *ARY* were present. There was no longer a matrimonial home, no marital relationship, and no right to conjugal rights.

6 *ARY* is an example of the latter (where exceptional circumstances make it fair to adjust the operative date). In *ARY*, the CA departed from the default position in favour of the date on which ancillary proceedings were commenced because of exceptional circumstances. These exceptional circumstances arose because the "amount of the salary and bonuses the husband" had received after the IJ date and before the AM proceedings began "was tremendous" when "considered in relation to the value of the matrimonial assets". The CA also further reasoned that the wife's contributions on the home-front (by taking care of the children and household) "may well have been a contributing factor to the

husband's ability to earn and attain the salary and bonuses that he then received after the granting of interim judgment". In light of this, the CA found that it was fair in the circumstances to depart from the default IJ date and use the date of the ancillary proceedings as the operative date.

7 Although Mr Lee, counsel for the Husband, cited the cases above in support, they were not helpful to him. Unlike in *AUA*, there was no formal separation agreement with the Wife here. *CLD* does not assist him because the Wife here is still staying in the matrimonial home, and up to IJ date, there was some semblance of a marital relationship left (explained at [11] below). Since the Husband has not shown that the marriage had ended at the date of alleged separation, the default position must apply. *ARY* is unhelpful and irrelevant to the Husband as it relates to a situation where the court found that it was fair to adopt a date later than the IJ date as the operative date — whilst the Husband is seeking for an earlier operative date before IJ had been granted in the present case. In any event, there are also no exceptional circumstances here as there were in *ARY*, that militate in favour of the Husband. In fact, drawing from *ARY*, the Wife's continued care of E when the Husband launched his business ventures (in mid-2013) and the subsequent financial success of these ventures, is something that should be taken into account in favour of the Wife.

8 The date that a party leaves the matrimonial home cannot be accepted, without more, as a sign that the marriage ended at that date. *Oh Choon v Lee Siew Lin* [2014] 1 SLR 629 ("*Oh Choon*") at [12], is an example. This and similar cases must be considered on all the facts of each case — not just the date of departure from the matrimonial home. The *ARY* principle must also be maintained if justice is to be done in all cases. Lest it be forgotten, an example of future problems that the *Oh Choon* court feared may come is seen in just a

twist to the *Oh Choon* facts itself — if the wife receives a vast inheritance after the husband had deserted her, and she has accepted this and moved on, should he be allowed to a portion of that wealth? This would be the mirror image of the *ARY* situation. In such a case, the courts must find on the evidence that it would be just for the other spouse to claim a share of that inheritance.

9 Therefore, in every case (save where exceptional circumstances arise, such as in *ARY*), it comes down to proof that the marriage between parties has ended. The Husband has taken an inconsistent position in the present case. In his amended Statement of Particulars (dated 4 October 2018) the Husband stated that parties "tried to salvage their relationship" but this effort was futile and by "end-2010", the Husband felt that "there was no point in staying together and instead preferred for parties to lead separate lives". This is inconsistent with his counsel's submission that the date of separation was 13 July 2008. Similarly, in a letter (dated 13 July 2008) written by the Husband to the Wife, informing her of his decision to leave the matrimonial home, the Husband expressed some hope that their relationship would improve and "not end up in divorce". The Husband also implored the Wife to make some changes for "the sake of the family". These are words of hope, and not despair. They do not indicate that the marriage had ended. They are inconsistent with the case the Husband is advancing. It is clear to me that as at 13 July 2008, although the Husband may have left the matrimonial home, and the marriage had deteriorated, the marriage cannot be said to have ended. The Husband himself harboured the hope that it may continue.

10 The act of separation itself does not necessarily mean that both parties had intended for the marriage contract to come to an end. Parties could have separated with the intention of getting the needed space to find a new breath and

revive their marriage. A spouse who has moved out may have intended for the separation to be the end of the marriage contract, while the other spouse may remain an unwilling participant to the situation, hoping for the marital relationship to improve. In these situations, it would be wrong to take the separation of the couple as being indicative of the marriage contract having come to an end. Ultimately, the enquiry remains whether there was sufficient evidence to show that the marriage contract had come to an end for both spouses at the proposed operative date.

11 In the present case, the evidence was not merely ambiguous as to the status of the relationship between the Husband and the Wife. The Husband himself claims that after leaving the matrimonial home many years ago, he continued to contribute to family expenses, such as groceries, utilities, and management fees of the matrimonial flat. He also contributed to E's allowance and supported him emotionally. The Husband continued with the responsibility and care of the Wife and E to as late as 2018. He financed and supported the living expenses of the Wife and E in the UK (the Wife had accompanied E to the UK for his tertiary education). After they stayed at an Airbnb, the Husband encouraged the Wife and E to move to a safer neighbourhood, and financed their move, for "security reasons". This indicated that the marriage contract was not fully at an end. I also accept the Wife's evidence that there were occasions when the Husband "would return home and the family would also spend time together as a family". This included meeting for "special occasions" such as the attendance of one of the children's "graduation ceremony". Her evidence is consistent with the Husband's.

12 As such, I agree with the Wife's position that the appropriate operative date to apply would be the IJ date (12 March 2019) since I have not been

persuaded by the Husband that the marriage had ended when he said it had, and in any event, since the evidence appears to point to the marriage still existing in a meaningful sense. Furthermore, there is no evidence inclining me to the "justice of the case" warranting a departure from applying the IJ date. Although the Husband had separated from the Wife for a long period of time of around 10 years, I explained (at [3]-[10] above) why such a separation on its own, does not constitute "strong justification". This is consistent with *Oh Choon*, which is a relevant precedent that involved a similarly long period of separation between husband and wife. Accordingly, many of the assets which the Husband has sought to exclude from the matrimonial assets, by virtue of the time at which they were acquired (after the Husband's proposed operative date of 13 July 2008), are to be included in the matrimonial assets. This includes the Husband's shares in various private companies that are worth a substantial amount.

13 I now turn to the assessment of the total value of the assets available for division. There are many minor differences in the valuations provided by parties. Given the extensive list of items, counsel should have produced an agreed list of undisputed valuation for uncontentious items. I shall deal with the undisputed items and those with minor differences as follows:

S/N	Asset	Husband's Case	Wife's Case	Court's Decision
Assets that are jointly held				
1	UOB Current Account No. xxx-xxx443-3	$135.81 (as at 31 Aug 2019)	$135.81 (as at 31 Aug 2019)	$135.81

Husband's assets				
3	POSB Current Account No. xxx-xxx39-3	$0.00 (as at 31 Aug 2019)	$0.00 (as at 12 Mar 2019)	$0.00
4	POSB eSavings Account No. xxx-xxx96-0	$50,750.28 (as at 13 Sep 2019)	$734,926.12 (as at 12 Mar 2019)	$734,926.12
5	DBS Multiplier Account No. xxx-xxx394-3	$50,000.28 (as at 31 Aug 2019)	Nil – account did not exist then (as at 12 Mar 2019)	Not included in matrimonial pool
6	POSB SRS Account No. xxxx-xxxx19-7-223	$28,104.48 (as at 31 Aug 2019)	$28,097.39 (as at 12 Mar 2019)	$28,097.39
7	Standard Chartered Bank Account No. xxx-xxx866-2	$56,979.49 (as at 8 Aug 2019)	$51,889.25 (as at 8 Mar 2019)	$51,889.25
8	Standard Chartered Bank Account No. xxx-xxx568-0	$16,894.53 (as at 8 Aug 2019)	$11,308.94 (as at 8 Mar 2019)	$11,308.94
9	Standard Chartered Bank Supersalary Account No. xx-x-xxx575-6	$33,085.06 (as at 7 Sep 2019)	$6,099.59 (as at 8 Mar 2019)	$6,099.59
10	UOB Current Account No. xxx-xxx566-2	$1,665.16 (as at 31 Aug 2019)	$1,902.10 (as at 12 Mar 2019)	$1,902.10

11	UOB Fixed Deposit Account No. xxx-xxx203-8	$75,000.00 (as at 31 Aug 2019)	$75,000 (as at 12 Mar 2019)	$75,000.00
12	UOB One Account No. xxx-xxx-665-9	Nil	$4,303.37 (as at 12 Mar 2019)	$4,303.37
13	AIA Prime Life Special (AA) Policy No. Lxxxxxx683	$49,802.43 (as at 19 Sep 2019)	$49,990.89 (as at 4 Nov 2019)	$49,802.43
14	AIA Policy No. Lxxxxx3965	Nil	$6,554.07 (as at 4 Nov 2019)	$6,554.07
15	AIA Policy No. Lxxxxx0270	Nil	$16,035.25 (as at 4 Nov 2019)	$16,035.25
16	AIA Policy No. Lxxxxx3438	Nil	$20,253.72 (as at 4 Nov 2019)	$20,253.72
17	CPF account monies	$200,485.57 (as at 23 Aug 2019)	$200,485.57 (as at 23 Aug 2019)	$200,485.57
18	UOB CPF Investment Scheme Account No. xxxxx1922 (1,941 Singtel shares)	$6,152.00 (as at 31 Aug 2019)	$5,240.70 (as at Dec 2022)	$6,152.00
19	SICC golf membership	$186,000.00-$188,000.00 (as at 22 Jul 2019)	$188,000.00 (as at 22 Jul 2019)	$188,000.00

20	Vehicle – BMW (car registration No. SFxxxC) / Bentley Continental GT V8 sports car (car registration No. SFxxxC)	$45,119.00 (as at 25 Sep 2019)	$45,000.00 (as at 31 Oct 2019)	$45,119.00
21	Various luxury watches, including: - 1 Rolex Oyster Perpetual Datedust - 2 Raymond Weil - 1 Burberry - 1 Omega	Husband willing to give the Wife all these watches	Unknown	Husband to give the Wife all these watches
Wife's assets				
22	Various undisputed assets	$201,888.29	$201,888.29	$201,888.29
Total				$1,647,952.90

14 The main difference between the parties' valuations is the valuation date. It is trite that the operating date for determining the valuation of matrimonial assets should be the date of the ancillary matters ("AM") hearing, but bank accounts and CPF accounts are taken at the IJ date (or another suitable date if so ordered) because it is the money — not the accounts — that are the matrimonial assets (*WAS v WAT* [2022] SGHCF 7 at [4]; *VTU v VTV* [2022] SGHCF 23 at [2]; *VOW v VOV* [2023] SGHCF 9 at [10]). As such, the valuations for the bank accounts which are closer to the IJ date are preferred. Moreover, the Husband has not provided a valuation for certain assets (i.e.

insurance policies and a bank account). Having seen the documentary evidence which reflects the existence of such assets, I accept the Wife's valuation on these items. Lastly, the Husband has indicated that he is willing to give the Wife all of the watches listed. In light of this, I see no issue with awarding the watches to the Wife.

15 With respect to the rest of the matrimonial assets, a summary of their valuation and my decision is as follows:

<table>
<tr><th>S/N</th><th>Asset name</th><th>Husband's Position</th><th>Wife's Position</th><th>Court's Decision</th></tr>
<tr><td colspan="5">Assets that are jointly held</td></tr>
<tr><td>1</td><td>Matrimonial home at Yio Chu Kang Road, #xx-xx Singapore (joint tenancy)</td><td>$2,409,288.65</td><td>$2,599,063.77</td><td>$2,504,176.21</td></tr>
<tr><td colspan="5">Husband's assets</td></tr>
<tr><td>2</td><td>Shareholding in U E & P Pte. Ltd. ("UEP")</td><td rowspan="2">The sum of $1m that was injected into UEP was provided by the Husband's father.
The value of the companies</td><td rowspan="2">Including loans owing to the Husband, the Husband's interest in these entities total $15.519m (as at 12 Mar 2019)</td><td rowspan="2">$12,451,000.00</td></tr>
<tr><td>3</td><td>Shareholding in A & E Investments Pte. Ltd. ("A & E")</td></tr>
</table>

4	Shareholding in K & E Investment Pte. Ltd. ("K & E")	must be taken as at the date of separation.	Wife asks for the valuation of the companies to be done at IJ date since Husband had divested some shares to family members during course of ancillary matters proceedings.	
5	Shareholding in KKC I H Pte. Ltd. ("KKC")			
7	BS Pte. Ltd. ("BS")		$1,176,684.50	$370,000.00
8	S Corp Pte. Ltd ("S Corp") severance package	Nil	$1,035,450.00	Disallowed claim.
9	Proceeds from the sale of S Corp shares	Nil	$7,989,795.26	$2,000,000.00
10	Cash proceeds from sale of Maplewoods Property	Nil	$839,333.59	$839,333.59
11	Properties in China	Husband has no properties in China	Unknown – Wife claims Husband has not made full and frank disclosure	Disallowed claim.

12	Stocks and shares beneficially held for the Husband by other persons	Husband has no shares purchased under any other person's name	Unknown – Wife claims Husband has not made full and frank disclosure	Disallowed claim.
13	Standard Chartered Bank account	Husband has no further accounts apart from those already disclosed	Unknown (at least $88,000.00) – Wife claims Husband has not made full and frank disclosure	Disallowed claim.
14	Cash that Husband had kept when monies were returned to him that were meant to be for E's Banker's Guarantee	Nil	$25,000.00	$25,000.00
15	Deposit paid in Dec 2018 and refunded in 2020 to the Husband for not proceeding with the purchase of a new Porsche car	Nil	$30,000.00	Disallowed claim.

16	Legal fees and valuation fees spent in respect of S Corp lawsuit on behalf of the Husband's late father and brother	Nil	$1,041,274.97	$303,710.18
17	Monies that the Husband had dissipated from parties' joint UOB account	Nil	$224,306.90	Disallowed claim.
18	Antiques	Nil	Unknown – Wife claims Husband has not made full and frank disclosure	Disallowed claim.
19	LESS loan from Mr Koh	-$600,000.00	Nil	Disallowed claim.
20	LESS loan from Alan	-$1,500,000.00	Nil	Disallowed claim.
Wife's assets				
21	LESS loans from M and KC	Loan is fabricated	-$116,013.00	-$86,013.00
Total				$18,407,206.98

16 Both parties gave different valuations for the matrimonial home. The Husband says that the matrimonial home should be valued at $2,409,288.65,

based on a valuation of the property (as at September 2019) of $2,594,166.00 (according to UrbanZoom, an online research tool for real estate prices), and subtracting the outstanding loan of $190,711.35. The Wife says that the matrimonial home should be valued at $2,599,063.77, based on a valuation of the property (as at September 2019) of $2,792,000.00 (according to PropertyGuru, an online property listing website), and subtracting the outstanding loan of $192,936.23. Since both valuations were based about the same time (i.e. September 2019), from online real estate property tools, and do not differ by much, I will take the average value, namely $2,504,176.21.

17 With respect to the Husband's assets, the first set of strongly disputed assets includes his shares in UEP, A & E, K & E and KKC. The Wife says that those shares should be valued at $15,519,000.00 in total. This valuation was among three valuations provided by the joint court-appointed valuer, Mr John Stuart Dawson ("Mr Dawson") for various dates: 4 October 2018 (total value at $15,581,000.00), 12 March 2019 ($15,519,000.00), and 22 September 2021 ($12,637,000.00) — in his report ("Joint Valuation Report"). Counsel for the Wife argues that Mr Dawson's valuation for the Husband's shares at the IJ date (12 March 2019) should be accepted because the Husband had divested some of his shares in the companies to his family in the midst of the AM proceedings. In response, the Husband appointed a valuer, Mr Kon Yin Tong ("Mr Kon") to challenge Mr Dawson's Joint Valuation Report. Although Mr Kon criticises Mr Dawson's Joint Valuation Report, he did not provide an alternative valuation of the Husband's shareholding. The Husband merely maintains that those shares should not be included in the matrimonial pool because he had obtained them after the parties had separated. Further, Mr Lee argues that the shares should not be included in the matrimonial pool because the Wife had

behaved in an unreasonable manner, and had not contributed financially or otherwise to the business or improvements of any of the companies.

18 With due respect, I do not accept counsel's arguments. First, there is no basis in the present case for applying the alleged "separation" date instead of the IJ date. Secondly, there is no basis in law to exclude an asset on the ground of misconduct (even if proved). Accordingly, even if I accept (which I do not) that the Wife had shown "erratic and unreasonable behaviour", and that the Wife did not contribute "financially or otherwise to the business or the improvements of any of the companies", these do not have any bearing on the assessment of the matrimonial assets.

19 The remaining issue is the valuation of the Husband's shareholding in the various companies. In this regard, I accept the findings of Mr Dawson's Joint Valuation Report. I find Mr Kon's expert report to be of limited use because he had only provided criticism of Mr Dawson's Joint Valuation Report, with no sums as to what Mr Dawson's valuation should be if Mr Kon's criticisms had been accepted. Mr Kon had also given no alternative valuation of the Husband's shareholding for my consideration. To be fair to Mr Kon, he had clarified that his scope of work did not include determining the fair market value of the Husband's shareholding in the various companies.

20 Out of the three different dates contained in Mr Dawson's Joint Valuation Report: 4 October 2018 (total value at $15,581,000.00), 12 March 2019 ($15,519,000.00), and 22 September 2021 ($12,637,000.00) I disagree with the Wife that the companies should be valued at IJ date because there is no evidence to show that the Husband had divested any of his shares in the companies. The Husband had transferred some shares to his family members,

but these shares related only to KKC, a company that did not exist as at the IJ date, as KKC was only incorporated on 6 January 2020 (almost a year after the IJ date). As such, this did not justify a departure from the rule of fixing the value of the assets at their value as on the date of the AM. In the present case, the most appropriate valuation date would be 22 September 2021, the closest available valuation date to the AM hearing.

21 It was also material that Mr Dawson had explained away the drop in the valuation of the companies from IJ date to 22 September 2021. Mr Dawson had opined that the companies had decreased in value because UEP, the main asset of the companies (the other companies were investment holding companies), had lost value for various commercial reasons — and not because of any wrongdoing on the part of the Husband. These reasons include the winding down of major construction projects; the failure of UEP to replace its major projects; the problems with costs for some projects; and the impact of the Covid-19 pandemic. These are all valid commercial reasons which point towards the lack of a justification to use the IJ date as the date for valuation. It is not fair if the Wife may claim the benefit of the Husband's shareholding, while being insulated from the fluctuations of enterprise value arising from business risks.

22 This leads to Mr Dawson's valuation of $12,637,000.00 as of 22 September 2022. This value needs to be further adjusted downwards to exclude the value of KKC ($186,000.00) as KKC did not exist as at the IJ date. Therefore, I find the total valuation of the Husband's shareholding in UEP, A & E and K & E to be $12,451,000.00.

23 The next set of disputed assets includes a variety of items which the Wife asks to be added back into the matrimonial assets. The general rule is that when divorce proceedings are imminent, or after interim judgment, but before the ancillaries are concluded, if one spouse expends a substantial sum, that sum has to be included in the assets if the other spouse is found to have at least a putative interest in it and had not agreed (either expressly or impliedly) to the expenditure. This is regardless of whether: (a) the expenditure was a deliberate attempt to dissipate matrimonial assets; or (b) the expenditure was for the benefit of the children or other relatives (*TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL v TNK*") at [23]-[26]).

24 First, the Wife says that the Husband had dissipated a sum of monies through BS and its subsidiary ("IS") and asks for these sums of monies to be added back into the matrimonial assets. Ms Tan, counsel for the Wife argues that as an astute businessman, the Husband should not have put in large sums of matrimonial assets into a company which he has absolutely no interest in (BS was registered in the name of the Husband's son from his previous marriage), and which was clearly losing money. Given the situation, the Husband should have cut his losses and made the necessary adjustments. Counsel submits that although the company was making losses in 2014, the total stock in trade was $780,498.00 and the total salary was $1,130,916.00. This trend continued for the subsequent years as well and was indicative that the Husband's other son was "apparently drawing a huge salary which did not commensurate with his performance".

25 I disagree with the Wife's position on BS and IS and find that there is nothing sinister nor inappropriate about the Husband's conduct regarding those businesses. Comparing the total salary for BS staff with the inventories of the

business is not helpful. I do not see what relevant conclusions can be drawn from this. Materially, in 2014, although the total salary was indeed $1,130,916.00, this was accompanied with total revenues of $3,686,871.00. This trend of total revenues being much higher than total salary continues in the subsequent years as well. The figures in the financial statements for BS and IS that have been made available do not indicate sinister circumstances. There is no evidence to suggest that the Husband was dissipating monies through these businesses. In this regard, I decline to include the sums of monies which the Husband had paid into BS before the commencement of divorce proceedings (on 4 October 2018) to the matrimonial assets. As for the monies paid to BS and IS after the commencement of divorce proceedings, the Wife has pointed to evidence of such monies being used, amounting to a total sum of $370,000.00. These monies should be included back into the matrimonial assets and made available for division.

26 Secondly, the Wife also wants the cash component of the Husband's S Corp severance package (valued at $1,035,450.00 and given to the Husband after he resigned from his job as CEO of S Corp in 2013) to be included as assets. Although the Wife has proved the existence of the severance package from S Corp, she has not shown why the money should be added back to the matrimonial assets — for example, that this sum is not already accounted for in any of the Husband's current bank accounts that are already included in the matrimonial assets. Since counsel for the Wife has not given adequate reasons, the S Corp severance package will not be added to the matrimonial assets.

27 Thirdly, the Wife asks for the proceeds from the sale of the Husband's S Corp shares (amounting to a sum of $7,989,795.26) to be included in the matrimonial assets. Since receiving this sum on 10 September 2018, the

Husband has paid out a sum of $3,923,587.98 on 13 September 2018 and $2,000,000.00 on 20 September 2018. According to the Husband, these sums were for the repayment of a loan to LB Group Ltd ("LB") and to his friend ("Alan") respectively. The Wife says that the sum of $3,923,587.98 paid to LB should be returned to the matrimonial assets because this was a loan for a business venture between UEP and LB and therefore the loan should have been repaid by UEP instead of the Husband. With respect, I disagree. As a director and significant shareholder of UEP (through his holding company), there was nothing sinister with the Husband having entered into the loan agreement with LB to get UEP much needed funds — especially since the loan agreement (dated 5 February 2016) specified that UEP lacked the requisite funds to do so. Given that the Husband was the contracting party with LB, he was the person liable to pay off the loan to LB, and the fact that the loan was taken for the benefit of UEP does not change that. As such, the Husband was justified in using his monies to pay off the loan to LB.

28 The Wife also says that the sum of $2,000,000.00 paid to Alan should be added back to the matrimonial assets because the Husband has not shown that Alan had handed monies to him or that he owed Alan $3,500,000.00 in total. Furthermore, the Wife says that the timing of the payment to Alan, shortly before the commencement of divorce proceedings on 4 October 2018 is suspicious. I agree. There is no evidence of this loan. Although Alan's affidavit affirming the loan was adduced in support of the Husband's claim, it is incredible that no available supporting documentation (e.g. bank statements, cheques, text messages or contracts) was produced for a loan as large as $3,500,000.00. Accordingly, I also reject the Husband's claim to reduce the matrimonial assets by $1,500,000.00 to reflect the remainder of the loan that he alleges he still owes to Alan.

29 Fourthly, the Wife asks for the cash proceeds from the sale of the Maplewoods Property amounting to a sum of $839,333.59 to be added back into the matrimonial assets. In contrast, the Husband says that a sum of $1,000,000.00 (including this $839,333.59) was drawn from the bank account and injected into UEP. I allow the Wife's claim and include the $839,333.59 to the matrimonial assets. The Maplewoods Property was only sold after the IJ date. The Wife would have had a share in it had the Husband not sold it. Therefore, the cash proceeds from the sale must be included in matrimonial assets.

30 In connection to Maplewoods Property, the Husband alleges that he had taken a loan of $600,000.00 from his father, the late Mr KKK, and is obliged to repay it to his father's estate. I do not believe that this loan exists. I agree with the Wife that if the Husband had indeed taken such a loan of $600,000.00, he would have also repaid this loan upon the sale of Maplewoods Property. I am further persuaded by the arguments raised by counsel for the Wife that there was no need to borrow $600,000.00 from his father because the Husband had sufficient cash to make such downpayment on his own. Most importantly, the Husband's evidence of the "I OWE YOU NOTE" shows that the $600,000.00 loan from his late father was supposed to be repaid in full by 31 December 2010. Given that completion for the Husband's initial purchase of the Maplewoods Property took place only on 15 Nov 2010, it is not credible that the $600,000.00 loan from his late father was meant for the purchase of Maplewoods Property. It is also equally unbelievable that the Husband has not repaid this loan after more than 12 years.

31 Fifthly, the Wife asks to include the cash (amounting to $25,000.00) kept by the Husband for expenses. These were monies that were meant for E's

Banker's Guarantee (a guarantee furnished for E to be allowed to go overseas to study) and had been returned to the Husband. Since this sum was retained by the Husband on 20 September 2018, shortly before divorce proceedings were commenced, I allow the Wife's claim and add the $25,000.00 into the matrimonial assets. I was persuaded by the Wife that notwithstanding this withdrawal of $25,000.00 for the purposes of "cash for his expenses", the regular withdrawals from the Husband's bank account for living expenses continued, signifying that the $25,000.00 was an extra withdrawal.

32 Sixthly, the Wife asks for the deposit refunded to the Husband (amounting to $30,000.00) in light of his decision to withdraw from purchasing a new Porsche car to be added back to the matrimonial assets. I disallow the Wife's request because the evidence suggests that the deposit was paid using the Husband's credit card, and the refund was also charged back to his credit card. Therefore, there would have been no depletion of the matrimonial assets by the Husband.

33 Seventhly, the Wife asks for the legal fees and valuation fees (amounting to $1,041,274.97) which the Husband spent in respect of the S Corp lawsuit – for the benefit of himself, his late father and his brother, Mr KHL ("KHL"), to be added back into the matrimonial assets. The Wife says that the Husband's portion of any such fees should be 12% of the total costs, since he only owned 3.375% shareholding in S Corp, out of the total 28.125% shareholding that he, his late father and KHL owned. I disallow the Wife's request in part. As a start, in arriving at the total sum of $1,041,274.97, the Wife relies on a letter from Wong Partnership LLP ("WongP") dated 3 February 2016 which shows that a total of $514,726.81 was owed in outstanding legal fees to WongP. WongP also demanded for a payment of at least $293,415.76 by 12 February 2016, failing

which work would cease on the S Corp lawsuit. This suggests to me that it was likely that the outstanding $514,726.81 was paid up long before divorce proceedings were commenced on 4 October 2018 — and there is no evidence to suggest otherwise. As such, the sum of $514,726.81 should not be added back to the matrimonial assets. This also applies to the sum of $20,000.00 paid to WongP on 26 August 2016.

34 In relation to the Husband's more recent payment of legal fees, I disallow the part of the Wife's request (amounting to $166,830.02) which relate to legal fees paid on or after the IJ date (12 March 2019). It appears that the payment is from monies that are drawn from POSB Current Account No. xxx-xxx39-3, a checking account that appears to be linked to POSB eSavings Account No. xxx-xxx96-0. Since I have (at [13]-[14] above) valued the POSB eSavings Account No. xxx-xxx96-0 as of IJ date (12 March 2019), monies which were subsequently spent from the POSB eSavings Account No. xxx-xxx96-0 would not affect the matrimonial assets. Including them would be double counting the monies that have been removed from POSB eSavings Account No. xxx-xxx96-0. Next, I allow the Wife's request with respect to the rest of the legal fees that have been paid (amounting to $303,710.18). These payments were made close to the date when divorce proceedings had been commenced. Even though they were made for the benefit of the Husband and his family, they were from the matrimonial assets and should be added back.

35 Finally, the Wife asks for the monies which the Husband had allegedly dissipated from their joint UOB bank account (amounting to $224,306.90) to be added back into the matrimonial assets. These transactions took place a long time ago from end-2007 to early-2008, and there is no clear evidence as to what these transactions related to. The only available evidence appears to be cheque

butt records that such transactions took place — and this is at best neutral evidence that does not assist the Wife. In fact, it is the Wife's own position that the handwriting in the cheque butt records was mostly hers, although she claims that she was only acting in accordance with the Husband's instructions when issuing those cheques. Given the lack of any other evidence supporting the Wife's claim, I disallow the Wife's request.

36 The third set of disputed assets are items which the Wife alleges that the Husband has not made full and frank disclosure of. These disputed assets include:

(a) Alleged properties in China;

(b) Stocks and shares beneficially held for the Husband by other persons;

(c) An undisclosed Standard Chartered bank account containing at least $88,000.00; and

(d) Antiques owned by the Husband.

In essence, the Wife asks for an adverse inference to be drawn against the Husband for these undisclosed assets, and for her division ratio to be adjusted upwards. In response, the Husband denies the existence and ownership of any such assets.

37 This aspect of the Wife's claim is beset with problems because the Wife herself had not produced any evidence at all with respect to the alleged properties in China, the stocks and shares allegedly held for the Husband by other persons, and the antiques owned by the Husband. The Wife had not personally heard the Husband say that he owned properties in China or that other

people held stocks and shares on his behalf. This was only an inference that she made on hearing the Husband and his colleagues and friends discuss the possibility of purchasing such assets. Additionally, although the Wife claims to have seen antiques of high value being kept in his personal office at S Corp and the matrimonial home (which had been taken away), I am disinclined to believe her because she did not adduce a single photo as evidence of her claims. If there were really antiques of high value being kept at the matrimonial home at which she had been residing at all these years, it would be likely that the Wife would have some photos of these antiques. The lack of documentary evidence to prove the existence of the alleged antiques owned by the Husband was thus troubling. I therefore reject the Wife's claim in respect of these three items.

38 As for the undisclosed Standard Chartered bank account containing at least $88,000.00, the Wife's position was that these transactions took place a long time ago around mid-2007 to mid-2008. Given that these transactions took place before the Husband had even left the matrimonial home, I do not accept that this was an attempt by the Husband to dissipate his assets. In any case, at the material time, the Husband had explained, and the Wife had accepted that these monies were in essence used for obtaining a UK student visa for one of the Husband's sons (from his earlier marriage). There is thus no basis for this sum of $88,000.00 to be added back to the matrimonial assets pool.

39 With respect to the Wife's assets, the Wife asks that loans (amounting to $116,013.00) which she had taken from her sister ("M") and brother-in-law ("KC") for the purposes of meeting the family's expenses be deducted from her contributions to the matrimonial assets. The Wife says that she had to borrow these monies because the Husband had failed to adhere to the maintenance order of the court (dated 20 May 2010) which had been in force starting 1 June 2010

("MSS Order") where the Husband had to pay her monthly maintenance of $6,500.00. In response, the Husband says that the loan from M and KC is fabricated. He says that there was no breakdown to show how the monies were used to maintain the household and children, and that the Wife borrowed money from M while spending money with KC's supplementary card. He insinuates that M is unable to afford (financially) to lend the Wife such sums of money.

40 I disagree with the Husband and allow the Wife's claim in part. Based on the documentary evidence available, it does not appear to me that the loans from M and KC to the Wife were fabricated. For instance, many of the line-items in the supplementary card expenses are reasonable expenses for the Wife to have incurred. Some of the bank transfers in early-2019 were also for the purposes of "lawyer fees" and this makes sense because the Wife would have been in the midst of divorce proceedings during that time. Furthermore, there is also no basis for the Husband to insinuate that M would be unable to afford (financially) the loans which she had given to the Wife. It must be remembered that this sum is not an extraordinary amount and was made up of much smaller monthly expenditures across the period of close to two years. There is also no merit in the Husband's position that the Wife concurrently borrowed money from M while spending with KC's supplementary card. Clearly, counsel for the Husband must see that both M and her husband were supporting the Wife together. Unfortunately for the Wife, she has not adduced any evidence to support her claim that a cash loan of $30,000.00 was given to her by M for the downpayment of her car in 2014. As such, I will not allow her claim in respect of that. I therefore allow a sum of $86,013.00 to be deduced from the Wife's contribution to the matrimonial assets.

41 In summary, the total value of the matrimonial assets is as follows:

Subtotal for assets under Wife's name	**Subtotal for assets under Husband's name**	**Subtotal for joint assets**
$115,875.29	$17,434,972.57	$2,504,312.02
Total: **$20,055,159.88**		

42 Having determined the total value of the matrimonial assets available for division, I shall now consider the appropriate division ratio to apply. The Husband says that a just and equitable division of the matrimonial assets is 80:20 in his favour. According to him, in "marriages of moderate to long duration", it was common for the wife (who had not contributed much financially to the matrimonial assets) to be awarded with 35% or more of the matrimonial assets, but this is not such a case. The Husband emphasises that the court should limit its assessment of contributions to the marriage to the period of nine years between 1999 to 2008 (presumably the period before the Husband left the matrimonial home). During this period, the Husband was the sole breadwinner, while the Wife was the homemaker, who had the help of a domestic helper to carry out household chores and to take care of E. The Husband also alleges that the Wife's homemaking role was limited to that of instructing the helper, and that she was preoccupied with "travelling overseas, doing luxury shopping and spending excessively to a point that led the Husband into heavy debts". Finally, the Husband urges me to penalise the Wife's behaviour by holding that the Wife's misconduct amounts to a negative contribution. Taking the Wife's lack of financial contribution to the marriage, her diminished homemaking contribution (due to delegation to the domestic helper), and her misconduct towards him, the Husband asks for an award of 80:20 in his favour.

43 The Wife disputes the Husband's claim and asks for division of the

matrimonial assets in the ratio of 55:45 in her favour. She says that since the present marriage lasted for 20 years, it was a long single-income marriage, and the pool of matrimonial assets should be divided equally between both parties (*TNL v TNK*). The Wife says that although parties had been separated since sometime in end-2010, the Wife had continued to play her role as homemaker and primary caregiver, thus allowing the Husband to "continue focusing on his career and gaining more assets since then". The Wife also says that she had sacrificed her career in a large insurance company to be a full-time homemaker at the request of the Husband — and that she had rendered the Husband significant support in his career. Ms Tan thus argues that the Wife's indirect contributions during the course of the marriage is significant and the matrimonial assets are thus to be divided equally between the parties. The Wife further asks for an adverse inference to be drawn against the Husband for failing to provide full and frank disclosure of all his assets, and for this adverse inference to be reflected in an uplift of 5% of the total matrimonial assets. Counsel argues for an award of 55:45 in favour of the Wife.

44 I do not accept the Husband's position that I should limit my assessment of parties' contribution to the marriage to the period of nine years between 1999 to 2008. To do so would mean that I would need to overlook the Wife's role in being the sole caregiver of E during the period between 2008 to 2019. That is unfair and inequitable to the Wife. This was a long single-income marriage where the Wife has been a homemaker throughout the entire duration of the marriage, and not a 'moderately long' one. As this was a long single-income marriage, *ANJ v ANK* [2015] 4 SLR 1043 ("*ANJ*") is not relevant (See *TNL v TNK* at [44]-[46]). As the CA held in *TNL v TNK*, the precedent cases show that in long single-income marriages, "our courts tend towards an equal division of the matrimonial assets". That is more directly on point in this case.

45 For completeness, I also reject the submission by counsel for the Husband that there ought to be some "negative contribution" attributed to the Wife's allegedly bad behaviour. From the authorities cited by counsel for the Husband, it is clear that they relate to extreme cases where the wife had either committed criminal acts against the husband, such as systematically poisoning the husband over the course of a year by adding insecticide into his food: as per *Chan Tin Sun v Fong Quay Sim* [2015] 2 SLR 195 ("*Chan Tin Sun*"); or where the wife had constantly complained against the husband, with one such complaint culminating in a criminal trial: as per *TQU v TQT* [2020] SGCA 8 ("*TQU*"). The CA in *TQU* has made it clear that strong evidence is needed to find a "negative contribution" by a spouse —— this requires proof that the "conduct [is] both extreme and undisputed" (*TQU* at [131] citing *Chan Tin Sun* at [25]). It is clear to me that the Husband's allegations in the present case have not met the standard required. Both Husband and Wife have alleged misconduct and bad behaviour on the part of the other party — but it is undeniable that both parties have in their own way contributed much to the marriage. The Husband has been the sole breadwinner of the family and the Wife has been the primary homemaker and sole caregiver to E. For the reasons above, I find that it would be just and equitable to award (as a starting point) an equal share of the matrimonial assets to each party.

46 I next consider whether the ratio for division should adjusted upwards in favour of the Husband to account for his effort in building up the matrimonial assets. Such an upward adjustment has been given in situations where the assets available for division is extraordinarily large and all of that was accrued by one party's exceptional effort (*VIG v VIH* at [2021] 3 SLR 1145 ("*VIG*") at [71]; *CLS v CLT* [2022] 2 SLR 1043 ("*CLS*") at [74]-[77]; *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [80]-

[82]). I am of the view that this principle should apply in cases involving long single-income marriages as it did in *Yeo Chong Lin*, which involved a marriage of 49 years. Although the total value of the matrimonial pool of $20,055,159.88 is less than the approximately $36,830,541.81 in *VIG*, the $42,373,546.00 in *CLS*, and $68,933,650.64 in *Yeo Chong Lin*, it is in my view sufficiently large — and credit should still be given to the Husband for contributing overwhelmingly to this pool. As such, I adjust the ratio for division to 60:40 in favour of the Husband. In summary, the Husband, is entitled to $12,033,095.93, and the Wife $8,022,063.95.

Maintenance for Wife and E

47 The next issue concerns the maintenance for the Wife. The Wife asks for maintenance in the sum of $6,500.00 per month, while the Husband says that no maintenance should be ordered for the Wife. Given that the Wife is awarded a significant sum of $8,022,063.95 as part of the division of matrimonial assets, I agree with the Husband that ordering further maintenance for the Wife would be inappropriate as the Wife has more than sufficient resources to maintain herself — even if she chooses not to seek employment (*VIG* at [100]; *TNL v TNK* at [63]).

48 In relation to the maintenance for E, E has commenced university education in an overseas UK university in January 2022. The Wife estimates the expenses of E to be $5,800.00 a month (E's expenses consists mostly of school fees, accommodation, and costs of living abroad). The Wife says that the Husband should be responsible for 100% of E's expenses because he has been the sole breadwinner throughout the whole marriage and because it is within his means to cover E's expenses fully. In contrast, the Husband says that maintenance for E must be a reasonable amount, and that $1,000.00 a month

would be a reasonable amount for E. His counsel also submitted that the Wife be made to pay a notional monthly sum of $500.00 in maintenance for E as well.

49 The duty to maintain children is shared by both parents. Both parents have a shared responsibility to provide for their children, although "their precise obligations may differ depending on their means and capacities" (*AUA v ATZ* [2016] 4 SLR 674 at [41]; *TIT v TIU* [2016] 3 SLR 1137 at [61]). In the present case, notwithstanding the fact that the Wife is a homemaker with no income, after receiving her share of the matrimonial assets (amounting to a sum of $8,022,063.95), it is clear that the Wife will have no financial issues bearing a fair share of E's expenses. Therefore, it would be fair for both the Husband and the Wife to share equally in E's expenses. The next question is thus: what quantum of maintenance should be awarded for E.

50 In my view, a child's reasonable needs are not determined solely by the financial capabilities of its parents. The focus of the enquiry should be on whether the expense itself is needed for each child. Although wealthy parents may indulge their children beyond what they reasonably need, they can expend the largesse at their pleasure. The court is only concerned with what a child in the circumstances reasonably needs. In this connection, the full expenses of a tertiary education at an overseas institution are not reasonable expenses that parents should be mandated to pay for — simply on the basis that they can afford it. Instead, they are luxury expenses that parents can choose to indulge their children in. A much more reasonable expense is the costs related to tertiary education at a local university or a portion thereof. Furthermore, there is no reason why children who wish to pursue an overseas education cannot take on some responsibility for their decision, for instance by either off-setting some of their unnecessary expenses, obtaining scholarships, grants, and student loans,

or contributing to their own expenses by working part-time. Children should not simply expect their parents to provide for every desire.

51 However, in the present case, this issue is academic because the ship — and E — have already sailed. E needs to pay his tuition fees and other expenses associated with living overseas and it is clear that the Husband's proposed maintenance for E of $1,000.00 per month is inadequate. The Wife says that E's expenses are as follows:

S/No.	Expense	Amount
1	School fees and accommodation	$3,921.67
2	Air ticket to and from London and Singapore (return)	$270.00
3	Social, recreation and school events	$123.53
4	Utilities	$123.53
5	Groceries	$308.82
6	Food (dining out and delivery)	$617.65
7	Household items such as furniture, beddings, kitchen utensils, etc.	$46.32
8	Subscriptions, books, stationary, etc.	$46,32
9	Clothing and shoes, etc.	$61.76
10	Medical, toiletries, personal grooming	$46.32
11	Insurance – AIG Student's Plan	$49.27
12	Laundry	$30.88
13	Short trips	$154.41
	Total	$5,800.48

52 I am of the view that some of the expenses listed are excessive. Rather than to adjust each item, I review the total sum so as to give both the parents and E some flexibility as to how E may want to economise his spending. I therefore assess maintenance for E at a sum of $4,500.00 per month. Sharing

this responsibility equally, the Husband and the Wife are each responsible for their individual shares of $2,250.00.

53 The Wife has in her second Affidavit of Means (dated 31 May 2021) complained that the Husband has not paid for 27 months of maintenance during the period of October 2018 to May 2021, with the shortfall being more than $200,000.00. Besides this, the Wife has also complained that the Husband has not paid for other alleged expenses which he was supposedly responsible for. Insofar as the failure to pay maintenance is concerned, counsel for the Husband has confirmed that maintenance payments were stopped when the divorce was filed in October 2018. This complaint and the remedy sought by the Wife does not appear to have been reiterated in the joint summary filed by parties and in the Wife's submissions to court. While I am sympathetic to the Wife's situation, it would be unfair to decide on this issue in the present suit. First, the Husband has not made any submissions on this point, and I am disinclined to penalise the Husband for not doing so because this issue was not included in the joint summary. Secondly, although counsel for the Husband has conceded that the Husband stopped paying maintenance when divorce proceedings commenced in October 2018, many of the additional expenses the Wife is claiming appears to me to be outside of the MSS Order granted (dated 20 May 2010). For instance, the Wife asks as part of the unpaid maintenance, for the downpayment and monthly instalments of a car purchased in December 2014 — when in fact the MSS Order only provides for a monthly loan instalment for car expenses (that is lower than even the Wife's claims for monthly instalments). Thirdly, it is unclear whether the Wife is seeking unpaid maintenance from October 2018 up to May 2021 (time when her affidavit was filed), or whether the Wife is seeking unpaid maintenance from October 2018 to the time of divorce.

54 In the circumstances, the Wife has to make an application for the arrears of maintenance in the usual way. Any concerns over the lack of finances (which the Wife indicates caused her to not pursue this matter previously) should be obliviated by the sum of $8,022,063.95 which the Wife will be receiving as part of her share of matrimonial assets.

55 Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Lee Weiming Andrew and Ling Vey Hong (PDLegal LLC) for the plaintiff;
Nah Xiang Ling Charlene and Tan Xuan Qi Dorothy (PKWA Law Practice LLC) for the defendant.