

**IN THE FAMILY DIVISION OF  
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2023] SGHCF 42**

Divorce (Transferred) No 4849 of 2018

Between

DDM

*... Plaintiff*

And

DDL

*... Defendant*

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**GROUND OF DECISION**

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[Family Law — Matrimonial assets — Division]

[Family Law — Matrimonial assets — Central Provident Fund]

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**DDM**

**v**

**DDL**

**[2023] SGHCF 42**

Family Division of the High Court — Divorce (Transferred) No 4849 of 2018  
Kwek Mean Luck J  
13 July 2022, 19 January, 25 May, 28 August 2023

3 October 2023

**Kwek Mean Luck J:**

### **Introduction**

1 The plaintiff wife (“the Wife”), a Singaporean citizen, and the defendant husband (“the Husband”), a Malaysian citizen and Singapore Permanent Resident, were married on 28 May 2005. The parties have three children (collectively, “the Children”). The Husband described himself as a retiree. The Wife stated that she is the director of a company, [B] Pte Ltd (“[B]”). The divorce was uncontested. Interim Judgment (“IJ”) was granted on 27 March 2020, on the ground that the marriage had irretrievably broken down, because the Wife had sufficiently proven that the parties had lived apart for a continuous period of at least four years immediately preceding the filing of the Writ for Divorce on 19 October 2018.<sup>1</sup> I heard the parties on ancillary matters, where

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<sup>1</sup> Interim Judgment (FC/IJ 1564/2020) (“IJ”) at para 2(b).

they raised three main issues: (a) division of matrimonial assets (“MAs”); (b) care and control of, and access to, the Children; and (c) maintenance for the Children.

2 The Husband has appealed against my determination that the pool of MAs is to be valued at S\$8,879,649.47 and is to be divided with 50.5% allocated to the Husband and 49.5% allocated to the Wife. The Husband has also appealed against the transfer orders that had been given to achieve this division. I set out below the full grounds of my decision in relation to these aspects of my determination.

### **Division of matrimonial assets**

3 Parties were informed that their joint summary was a key document which I would rely on as the statement of their positions. Following the first hearing, the parties updated their joint summary. I will refer to this updated version as the “Joint Summary”.<sup>2</sup>

4 Parties agreed that the IJ date, 27 March 2020, should be the applicable date for ascertaining the pool of MAs.<sup>3</sup> This was in line with the general starting position in law (see the Court of Appeal decision of *BPC v BPB and another appeal* [2019] 1 SLR 608 (“*BPC*”) at [26]). Both parties also agreed that the non-monetary assets should take the valuation that was closest to the date of the Ancillary Matters (“AM”) hearing, 13 July 2022, while the monetary assets should be valued as of the date of the IJ. I accepted the parties’ positions on the applicable dates, bearing in mind the Court of Appeal’s guidance in *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 (at [36] and

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<sup>2</sup> Ancillary Matters Fact and Position Sheet dated 7 September 2022 (“Joint Summary”).

<sup>3</sup> Joint Summary at 4.

[39]) that multiple operative dates are distinctly possible if the circumstances and the nature of the assets so warrant, and there is nothing to preclude the court from applying different cut-off dates to different categories of assets if the circumstances so warrant. The parties also agreed on the applicable exchange rates, which I adopted.<sup>4</sup>

***Undisputed matrimonial assets***

5 In the Joint Summary, the parties agreed on the inclusion of, and the value of, the following MAs:

<b>Asset</b>	<b>Value</b>
<b>Joint Assets</b>	
Sale Proceeds of the River Valley Apartment	S\$2,134,407.02 <sup>5</sup>
Orchard Road Property	S\$1,800,000 (as at 3 August 2021, with Mortgage Loan of S\$338,651.34 (as at 31 May 2022)) Net Value = S\$1,461,348.66
UOB Uniplus Account	S\$1.57 (as at 10 August 2020)
UOB (Global Currency) Account	£4.88 = S\$8.71 (as at 10 August 2020)
US Cleveland House 1	US\$15,000 = S\$20,574.08 (as at 7 August 2020)
US Cleveland House 2	US\$20,000 = S\$27,432.10 (as at 7 August 2020)

<sup>4</sup> Joint Summary at 4.

<sup>5</sup> NE, 19 January 2023, at 2, line 7.

<b>Asset</b>	<b>Value</b>
US Cleveland House 3	US\$20,000 = S\$27,432.10 (as at 7 August 2020)
US Hollywood House	US\$20,000 = S\$27,432.10 (as at 7 August 2020)
UK Durham Land	NIL Value (was a scam)
<b>Husband's Assets</b>	
Malaysia Masai Johor Family Home	RM1,200,000 (as at 26 August 2020, with Mortgage Loan of RM633,952.67 (as at 31 May 2022))  Net Value = RM566,047.33 = S\$184,982.78
Malaysia Masai Johor House 1	RM900,000 (as at 26 August 2020, with Mortgage Loan of RM265,762.48 (as at 30 June 2020))  Net Value = RM634,237.52 = S\$207,267.16
Malaysia Masai Johor House 2	RM175,000 (as at 26 August 2020, with Mortgage Loan of RM81,924 (as at 17 June 2022))  Net Value = RM93,076 = S\$30,416.99
Malaysia Johor Bahru Flat	RM50,000 = S\$16,339.86 (as at 26 August 2020)
Malaysia Ulu Tiram Ownership Restricted Agricultural Land	RM800,000 = S\$261,437.90 (as at 26 August 2020)
Malaysia Taman Kota Masai Property	RM100,000 = S\$32,679.73 (as at 26 August 2020)

<b>Asset</b>	<b>Value</b>
CIMB Current Account	RM16.38 = S\$5.35 (as at 20 June 2020)
Citibank MaxiSave Account 1	S\$9.02 (as at 30 June 2020)
Citibank MaxiSave Account 2	S\$252.26 (as at 30 June 2020)
Citibank Global Foreign Currency Account	US\$1,179.52 = S\$1,615.78 (as at 30 June 2020)
Car – Mercedes Benz ML 320 1998	RM8,000 = S\$2,614.38
<b>Wife's Assets</b>	
Car – Honda Fit 1.3 GF CVT	S\$63,800 (with Car Loan of S\$40,044 (as at 7 August 2020)) Net Value = S\$23,756
HSBC Current Account	S\$400.03 (as at 6 May 2020)
HSBC Savings Account (SGD and RMB)	S\$201,314.76 and RMB507.87 = S\$106.65 (as at 6 May 2020) Total = S\$201,421.41
POSB Savings Account	S\$3,234.40 (as at 10 August 2020)
UOB ONE Account	RM25,488.64 = S\$8,329.62 (as at 31 May 2020)
CPF Ordinary Account	S\$145,154.20 (as at 18 May 2020)

Asset	Value
CPF Medisave Account	S\$53,609.90 (as at 18 May 2020)
CPF Special Account	S\$126,774.39 (as at 18 May 2020)
Singtel Shares	S\$4,188.90
AIA Singapore 24 Year BMAE Special Policy	S\$10,362 (as at 4 August 2021)
Allianz Life Insurance	RM6,282.85 = S\$2,053.22 (as at 14 May 2020)
Singapore Bayshore Road Apartment <sup>6</sup>	S\$1,200,000 (as at 31 August 2022, with Mortgage Loan of S\$556,596.39 (as at 15 June 2020))  Net Value = S\$643,403.61

### ***Disputed matrimonial assets***

6 The parties disputed the inclusion of two sets of assets into the pool of MAs. The first were the shares in the Wife’s company, [B], which she owned and managed solely, and relatedly, the value of certain software (“[C] Software”) in respect of which [B] held the sole distribution rights. The second was the inclusion of the Husband’s credit card and bank account liabilities. I first dealt with the shares in [B] and the distribution rights in [C] Software. By way of context, prior to their separation the parties had both been involved in running the businesses of the same software companies (which did not include [B]).

<sup>6</sup> NE, 19 January 2023, at 2, line 16.

7 The Wife submitted that [B] should be excluded from the pool of MAs even though it was an asset that had been acquired during the marriage. Although [B] had been incorporated on 17 July 2018, prior to the commencement of divorce proceedings, it had been incorporated only after the parties' separation in 2017.<sup>7</sup> The Wife had set it up in order to earn a living after the parties' marriage had broken down.<sup>8</sup> It was a "direct result of the breakdown of the marriage".<sup>9</sup>

8 The Wife relied on *Lim Ngeok Yuen v Lim Soon Heng Victor* [2006] SGHC 83 ("*Lim Ngeok Yuen*") and *Woon Wee Lee v Koh Ai Hua* [2012] SGHC 128 ("*Woon Wee Lee*"). In *Lim Ngeok Yuen*, the court excluded from division an apartment purchased by the wife in her sole name and acquired with her own efforts. Although the court recognised that it was technically a matrimonial asset, the apartment was acquired by the wife only after the parties separated. They had by then lived apart continuously for at least three and a half years. The husband had also by then ceased to make contributions to the family, and had not contributed to the acquisition of the apartment, financially or otherwise (at [35] and [45]). In *Woon Wee Lee*, the court similarly exercised its discretion to exclude a flat which had been bought by the husband when the marriage had already broken down, shortly before the parties separated. There was no evidence to show that any direct or indirect contributions to the flat were attributable to the wife (at [21] and [22]).<sup>10</sup>

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<sup>7</sup> Plaintiff's 3<sup>rd</sup> Affidavit of Assets and Means filed 13 May 2022 ("Wife's 3<sup>rd</sup> AOM") at 90.

<sup>8</sup> Wife's 3<sup>rd</sup> AOM at paras 21-23.

<sup>9</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 111-113.

<sup>10</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 113-114.

9 In contrast, the Husband relied on *UZN v UZM* [2021] 1 SLR 426 (“*UZN*”). There, the Court of Appeal held at [68] that the expenditure of sums by a party near to the time when divorce is imminent, for example, on gambling activities (especially when that party had not previously indulged in gambling), or the purchase of a property for a third party with whom that party is having an adulterous affair, may *possibly* be viewed as acts of wrongful dissipation carried out with the intention of depleting the matrimonial pool. Whether a court finds such wrongful dissipation depends on the evidence and facts of the particular case.

10 The Husband submitted that the marriage was still in subsistence when [B] was incorporated on 17 July 2018, as divorce proceedings were only filed in October 2018. According to the Husband, the Wife had plotted to hijack the distributorship of the [C] Software and transfer the rights to [B], away from the Husband’s company, [D] Pte Ltd (“[D]”). The Husband claimed that [B] had been formed with a view to dissipating matrimonial assets, namely the distributorship of [C] Software, at a time when divorce was imminent. Thus, the Husband submitted that this should be regarded as a wrongful dissipation and that the distributorship of [C] Software should be included in the pool of MAs.<sup>11</sup>

11 Considering *UZN*, *Lim Ngeok Yuen* and *Woon Wee Lee*, I noted that the issue was not just whether assets had been dissipated at a time when divorce was imminent, but whether on the facts, dissipation made at such a time should be regarded as wrongful dissipation. In my view, the situation here was far from that presented by the Court of Appeal in *UZN* as examples of wrongful dissipation, such as dissipating substantial assets on unprecedented gambling or on a property for a third party in furtherance of an adulterous affair. In those

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<sup>11</sup> Defendant’s Written Submissions dated 21 June 2022 at 28-33.

cases, the assets were added back to the pool of MAs because the impugned conduct was carried out with the purpose of depleting the pool (see *UZN* at [68]). This situation is, however, very similar to that in *Lim Ngeok Yuen and Woon Wee Lee*, where an asset was acquired by a party after the marriage had already broken down and the other party did not make any contributions to the acquisition of that asset.

12 While the divorce proceedings were only filed in October 2018, the evidence was that the parties had been separated for some time by the time [B] was incorporated on 17 July 2018. Notably, IJ was granted on 27 March 2020 on the ground that the marriage had irretrievably broken down, because the Wife had sufficiently proven that the parties had lived apart for a continuous period of at least four years immediately preceding the filing of the Writ for Divorce on 19 October 2018.<sup>12</sup> In addition, the parties' Statement of Particulars (Amendment No. 2) at para 1(e) stated that the parties had lived separately since 1 October 2014, and that the Husband had moved out of the Malaysia Masai Johor Family Home (which was the matrimonial home) sometime in April 2017, while the Wife continued to reside in the Malaysia Masai Johor Family Home.<sup>13</sup> At the hearing on 13 July 2022, counsel for the Wife informed the court that the Statement of Particulars was a document that both parties had agreed to after mediation.<sup>14</sup> The Husband sought to counter this by pointing to his 3rd Affidavit of Assets and Means where he said that he did not move out of the Malaysia Masai Johor Family Home but was living in the guest room in 2017.<sup>15</sup> However, even here, the Husband was acknowledging that the parties had not lived in the

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<sup>12</sup> IJ.

<sup>13</sup> Statement of Particulars (Amendment No 2) dated 10 March 2020 at para 1(e).

<sup>14</sup> Minute Sheet for 13 July 2022 at 11.

<sup>15</sup> Defendant's 3<sup>rd</sup> Affidavit of Assets and Means filed 9 May 2022 ("Husband's 3<sup>rd</sup> AOM") at para 7(b).

same room since 2017. This only reinforced the Wife's submission that the marriage had broken down before [B] was incorporated. Moreover, the Husband himself had made certain allegations suggesting the breakdown of their marriage from about 2015. He claimed that the Wife had abandoned the Children and went to live with her boyfriend in Singapore from 2015 to October 2017, and resided in Cambodia in 2018.<sup>16</sup> He also acknowledged that he had been separated from the Wife since at least 2016.<sup>17</sup>

13 I hence found that the cumulative evidence was contrary to the Husband's submission that the marriage was still substantially in subsistence when [B] was formed in July 2018. The evidence is that the parties' marriage had broken down by around 2015, and certainly by 2017, before [B] was incorporated in July 2018. It therefore appeared that the Wife's shares in [B] were a matrimonial asset that had been acquired only after the parties had separated and the marriage had broken down.

14 I accepted the Wife's evidence that she had incorporated [B] in order to support herself after the parties' separation, and her evidence that the Husband had not contributed to [B]. There was no evidence that the Husband made any contributions to [B]. There was also no evidence suggesting that the Wife had incorporated [B] with the intention of depleting the matrimonial pool. While the Husband claimed that he had initially procured the distributorship rights to the [C] Software for [D] and that the Wife had "stolen" such distributorship rights from [D] (which was wholly owned by the Husband) for the benefit of [B], the Husband did not provide any substantive evidence to move this serious allegation beyond a bare claim.

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<sup>16</sup> Husband's 3<sup>rd</sup> AOM at para 7(c).

<sup>17</sup> Husband's Reply Affidavit dated 2 November 2020 at para 38.

15 Taking into consideration the above and following the approach in *Lim Ngeok Yuen* and *Woon Wee Lee*, I excluded [B] and [C] from the pool of MAs.

16 The parties also disputed the inclusion of the Husband's credit card and bank account liabilities:<sup>18</sup>

<b>Credit Cards and Bank Accounts</b>	<b>Value</b>
Citibank Malaysia Credit Card Account	-RM6,870.31 = -S\$2,245.20 (as at 26 June 2020)
Citibank Overdraft Account	-S\$11,992.06
Citibank Rewards Visa Signature Account 1	-S\$6,554.40 (as at 14 June 2020)
POSB Everyday Card	-S\$39,951.00 (as at 14 June 2020)
DBS Cashline Account	-S\$7,843.23 (as at 5 June 2020)
Maybank Credit Card	-S\$6,464.16 (as at 11 August 2020)
Maybank CreditAbleAccount	-S\$9,263.72 (as at 1 August 2020)
UOB Preferred Platinum Mastercard	-S\$10,997.37 (as at 24 July 2020)
CIMB Malaysia Credit Card Account	-RM6,977.52 (as at 3 August 2020) = -S\$2,280.24
CIMB Malaysia Credit Card Account (balance transfers)	-RM23,433

<sup>18</sup> Joint Summary at 12–15.

<b>Credit Cards and Bank Accounts</b>	<b>Value</b>
	= -S\$7,657.84
Citibank Rewards Visa Signature Account 2	-S\$10,020 (as at 13 July 2020)
Citibank Ready Credit Account	-S\$11,992.06 (as at 5 July 2020)
CIMB Visa Infinite Credit Card	-RM419.52 = -S\$137.10

17 The Wife did not agree to share these liabilities as the Husband did not explain how such liabilities arose and whether they related to his personal expenditures or those of the family. The Joint Summary also included a reference to an “updated list of liabilities”. However, as the agreed date of valuation was the IJ date, I accepted the valuation set out in the Joint Summary as the closest in time.

18 In *VMO v VMP* [2020] SGHCF 23 (“*VMO*”), the court considered (at [54]–[56]) a submission by the husband for the exclusion of the wife’s liabilities from the pool of MAs. The husband argued that the wife should not have incurred the credit card debt and personal loan constituting the liabilities and, as such, she should be made to bear these liabilities herself. The court in *VMO* found that the principle in *TNL v TNK* [2017] 1 SLR 609 (“*TNL*”) at [24] in relation to substantial sums that are expended by one spouse during the period in which divorce proceedings are imminent was similarly applicable to such a contention on the exclusion of liabilities. In *TNL*, the Court of Appeal held that:

24 ... with respect to items (c) to (g), the issue is how the court should deal with substantial sums expended by one spouse during the period: (a) in which divorce proceedings are imminent; or (b) after interim judgment but before the ancillaries are concluded. *We are of the view that if, during these*

*periods, and whether by way of gift or otherwise, one spouse expends a substantial sum, this sum must be returned to the asset pool if the other spouse is considered to have at least a putative interest in it and has not agreed, either expressly or impliedly, to the expenditure either before it was incurred or at any subsequent time.* Furthermore, this remains the case 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. The spouse who makes such a payment must be prepared to bear it personally and in full. In the absence of consent, he or she cannot expect the other spouse to share in it. What constitutes a substantial sum is, of course, a question of fact and we do not propose to lay down a hard and fast rule in this regard, except to emphasise that it is not intended to include daily, run-of-the-mill expenses.

[emphasis added]

A decision to exclude liabilities from the pool of MAs (thereby preventing a deduction from the pool) is the same in substance as a decision to return expended sums into the pool (*VMO* at [55]). When substantial sums are expended by one party when divorce proceedings are imminent, the sum is to be returned if the other party had not expressly or impliedly agreed to the expenditure. In the absence of consent, the party “who makes such a payment must be prepared to bear it personally and in full” (*TNL* at [24]). Applying the principle in *TNL*, the court in *VMO* found that there was nothing unusual about the transactions that made it appropriate to exclude the liabilities. What was noteworthy was that there was, on the face of the judgment in *VMO*, evidence from which the court *could* consider whether the liabilities should have been incurred by the wife.

19 In this case, however, there was no explanation from the Husband as to what these liabilities related to and why and when they were incurred. These were facts that were especially within the Husband’s knowledge. The Husband’s only explanation for including these liabilities in the pool of MAs was that he “[had taken] into consideration the total liabilities in his proposal

with regards to the Wife's share in the total pool of matrimonial assets".<sup>19</sup> This did not assist in explaining the Husband's position. When this issue was canvassed at the hearing, counsel for the Husband informed the Court that the position in the written submissions remained, that her client had taken these liabilities in as part of the overall position and that there was nothing more to add.<sup>20</sup> This did not take the Husband's limited explanation any further, nor did it provide any peg from which the Wife could respond or refute. In other words, the Husband did not provide any starting explanation that supported the inclusion of these liabilities into the pool of MAs despite the Wife's objections. I hence excluded them from the pool.

***Matrimonial assets with disputed valuation***

20 The parties agreed to the inclusion of the following MAs (which were part of the Husband's assets), but disputed their valuation. For ease of analysis, I have grouped them into three groups of assets. First, the Geylang properties. Second, the Johor Property. Third, the CPF moneys:

<b>Asset</b>	<b>Husband's Valuation</b>	<b>Wife's Valuation</b>
<b>(1) Geylang Properties</b>		
Geylang Property 1	S\$1,150,000 (as at 4 August 2021, with Mortgage Loan of S\$130,688.27 (as of 30 June 2020)) Net Value = S\$1,019,311.73	S\$1,200,000 (as at 15 August 2022, with Mortgage Loan of S\$130,688.27 (as of 30 June 2022)) Net Value = S\$1,069,311.73

<sup>19</sup> Joint Summary at 12-13.

<sup>20</sup> Minute Sheet for 13 July 2022 at 3-4.

<b>Asset</b>	<b>Husband's Valuation</b>	<b>Wife's Valuation</b>
Geylang Property 2	S\$1,140,000 (as at 4 August 2021, with Mortgage Loan of S\$216,119.10 (as at 31 May 2022)) Net Value = S\$923,880.90	S\$1,190,000 (as of 15 August 2022, with Mortgage Loan of S\$216,119.10 (as of 31 May 2022)) Net Value = S\$973,880.90
<b>(2) Johor Property</b>		
Malaysia Pontian Land	S\$253,158.19	RM3,800,000 at 50% ownership = RM1,900,000 = S\$620,915 (as of 26 August 2020) <sup>21</sup>
<b>(3) CPF Moneys</b>		
CPF Ordinary Account	S\$127,881.81	S\$372,419.86 (as at 27 May 2020)
CPF Medisave Account	S\$22,881.26	S\$53,381.26 (as at 27 May 2020)
CPF Special Account	S\$161,295.29	S\$193,845.87 (as at 27 May 2020)

21 I deal first with the Geylang properties. The Wife's *initial* valuations for the two Geylang Properties (without accounting for the mortgage) were S\$1,150,000 for Geylang Property 1 and S\$1,140,000 for Geylang Property 2.

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<sup>21</sup> Wife's 3<sup>rd</sup> AOM at 370.

This valuation was supported by valuation reports adduced by the Wife.<sup>22</sup> The Husband had initially agreed to this valuation in the joint summary dated 28 June 2022.<sup>23</sup> The Wife then sought, in the (updated) Joint Summary, filed on 7 September 2022, a \$50,000 uplift for the valuation of the two properties to S\$1,200,000 and S\$1,190,000 respectively. She produced valuation reports (valued as of 12 August 2022) to justify the increase in valuation. While the parties had agreed in the Joint Summary that non-monetary assets were to be valued as of the date of the AM hearing (13 July 2022), the AM hearing had not concluded as of the time of the updated valuation. The AM hearing had amongst other things, been adjourned for parties to file their (updated) Joint Summary. The Husband objected on the ground that it was a desktop valuation without the benefit of a site visit, but did not provide any valuation evidence to the contrary.<sup>24</sup> I found no basis to reject the 12 August 2022 valuation reports and therefore considered that Geylang Property 1 and 2 should be valued at S\$1,200,000 and S\$1,190,000 respectively. After accounting for the respective mortgage loans (which were not disputed by the parties), the net values of Geylang Property 1 and 2 were S\$1,069,311.73 and S\$973,880.90 respectively.

22 The second group is the Johor Property. The Wife provided a valuation report to support her valuation of the Malaysian Pontian Land at RM3,800,000.<sup>25</sup> The Husband disputed this valuation. He made the bare assertion that the valuation procured by the Wife was “fraudulent and rigged as the subject plot of land is in the deepest into the agricultural areas”.<sup>26</sup> Ultimately,

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<sup>22</sup> Wife’s 3<sup>rd</sup> AOM at 332 and 340.

<sup>23</sup> Ancillary Matters Fact and Position Sheet dated 28 June 2022 at 7.

<sup>24</sup> NE, 19 January 2023, at 2, line 31, to 3, line 6.

<sup>25</sup> Wife’s 3<sup>rd</sup> AOM at 370.

<sup>26</sup> Defendant’s Written Submissions dated 21 June 2022 at 57.

it was open to the Husband to provide another valuation for the court's consideration. However, he did not. The Husband could take his case no further than a suggestion that the valuation was "fishy".<sup>27</sup> On the evidence before the court, I accepted the Wife's valuation for the Husband's 50% share of the Pontian Land at RM1,900,000 or S\$620,915.

23 Third, in relation to the Husband's CPF moneys, the parties agreed that as of the date of the IJ, the Husband's CPF Ordinary Account ("OA"), Medisave Account ("MA"), and Special Account ("SA") had balances of S\$372,419.86, S\$53,381.26, and S\$193,845.87 respectively. The Husband produced a letter from the CPF Board confirming that the balances in the Husband's three accounts on 30 April 2005, prior to the parties' marriage, had been S\$2,172.14, S\$30,500, and S\$32,550.38 respectively.<sup>28</sup> The Husband submitted that these sums should be deducted from the respective accounts.

24 The effect of s 112(10) of the Women's Charter 1961 (2020 Rev Ed) ("the Women's Charter") is that assets acquired by a party prior to the marriage are not considered matrimonial assets unless they have been "ordinarily used or enjoyed" by both parties or any of their children while the parties were residing together, or "substantially improved" on during the marriage, within the parameters set out in that provision.

25 In respect of the burden of proof, the Court of Appeal in *USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*") held that in general, all the parties' assets will be treated as matrimonial assets "unless a party is able to prove that any particular asset was ... not acquired during the marriage ... and is therefore

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<sup>27</sup> Minute Sheet for 13 July 2022 at 3.

<sup>28</sup> Defendant's 4<sup>th</sup> Affidavit dated 11 August 2022 ("Husband's 4<sup>th</sup> Affidavit") at 17.

not a matrimonial asset.” In addition, the “party who asserts that an asset is not a matrimonial asset or that only a part of its value should be included in the pool bears the burden of proving this on the balance of probabilities” (at [31]). The converse, however, is true where an asset is *prima facie* not a matrimonial asset. In the case of assets acquired prior to the marriage, the burden is on the party seeking to include them into the pool of MAs to satisfy the court that they had been transformed into matrimonial assets under s 112(10) of the Women’s Charter (at [32]).

26 In this case, the burden of proof was hence on the Wife to show that the CPF moneys accumulated by the Husband prior to the marriage were matrimonial assets in accordance with s 112(10) of the Women’s Charter. In my view, she did not show that the Husband’s pre-marital CPF moneys in his MA and SA were “ordinarily used or enjoyed” by the parties (or their children) during the marriage or had been “substantially improved” on by her. I hence found that the Wife had not discharged her burden in respect of the Husband’s moneys in these two CPF accounts. I therefore excluded from the pool of the MAs the Husband’s pre-marital CPF moneys in his MA and SA, amounting to S\$30,500 and S\$32,550.38 respectively.

27 By the Husband’s own account, he had used the accumulated moneys in his CPF OA (acquired over 17 years of work prior to the marriage) to acquire properties *during* the marriage.<sup>29</sup> This transforms the moneys into a matrimonial asset, as held in *USB* at [19(b)]. At the hearing, the Husband agreed that his CPF OA moneys that were used to acquire properties during the marriage should be part of the pool of MAs.<sup>30</sup> Consequently, I did not exclude the amount of

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<sup>29</sup> Husband’s 3<sup>rd</sup> AOM at para 31(a).

<sup>30</sup> NE, 19 January 2023, at 3, lines 14-27.

S\$2,172.14 that was in the Husband's CPF OA prior to the marriage, from the pool of MAs.

28 The Husband also submitted that the sums of S\$123,723.57 and S\$118,642.34 should be deducted from the current balance of his CPF OA because they were used to purchase two properties, which I shall refer to as "Marbella" and "Sanctuary", before the parties' marriage. However, any CPF moneys applied to the purchase of these two properties would have been refunded into the Husband's CPF OA upon the sale of those properties. Marbella was sold in 2006, with the proceeds (including refunded CPF moneys) used to reinvest into other properties.<sup>31</sup> Sanctuary was sold in 2007, with the proceeds similarly channelled towards the acquisition of other properties.<sup>32</sup> Therefore, according to the Husband's own case, his CPF moneys that had been used for the purchase of Marbella and Sanctuary were thereafter rechannelled for the acquisition of other properties *during* the subsistence of the marriage. The moneys refunded into his CPF OA were thus rendered MAs. At the hearing, the Husband agreed that this was the position.<sup>33</sup> I therefore did not exclude the CPF moneys that the Husband had initially applied in relation to the acquisition of Marbella and Sanctuary from the pool of MAs.

### **Pool of matrimonial assets**

29 Following from the above, the total value of the pool of the MAs is set out below. This table was shared with both counsel, who confirmed the accuracy of the figures set out therein,<sup>34</sup> as based on the above findings:

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<sup>31</sup> Husband's 3<sup>rd</sup> AOM at paras 31(a), 31(c) and 32.

<sup>32</sup> Husband's 3<sup>rd</sup> AOM at paras 31(b) and 32.

<sup>33</sup> NE, 19 January 2023, at 3, lines 14-27.

<sup>34</sup> NE, 19 January 2023, at 6, lines 6-8.

<b>Asset</b>	<b>Net Value (in S\$)</b>
<b>Joint Assets</b>	
Sale Proceeds of the River Valley Apartment	2,134,407.02
Orchard Road Property	1,461,348.66
UOB Uniplus Account	1.57
UOB (Global Currency) Account	8.71
US Cleveland House 1	20,574.08
US Cleveland House 2	27,432.10
US Cleveland House 3	27,432.10
US Hollywood House	27,432.10
<b>Sub-total</b>	<b>3,698,636.34</b>
<b>Husband's Assets</b>	
Geylang Property 1	1,069,311.73
Geylang Property 2	973,880.90
Malaysia Pontian Land	620,915.00
Malaysia Masai Johor Family Home	184,982.78
Malaysia Masai Johor House 1	207,267.16
Malaysia Masai Johor House 2	30,416.99
Malaysia Johor Bahru Flat	16,339.86
Malaysia Ulu Tiram Ownership Restricted Agricultural Land	261,437.90
Malaysia Taman Kota Masai Property	32,679.73

<b>Asset</b>	<b>Net Value (in S\$)</b>
CPF Ordinary Account	372,419.86
CPF Medisave Account	22,881.26
CPF Special Account	161,295.49
CIMB Current Account	5.35
Citibank MaxiSave Account 1	9.02
Citibank MaxiSave Account 2	252.26
Citibank Global Foreign Currency Account	1,615.78
Car – Mercedes Benz ML 320 1998	2,614.38
<b>Sub-total</b>	<b>3,958,325.45</b>
<b>Wife's Assets</b>	
Bayshore Road Apartment	643,403.61
Car – Honda Fit 1.3 GF CVT	23,756
HSBC Current Account	400.03
HSBC Savings Account	201,421.41
POSB Savings Account	3,234.40
UOB ONE Account	8,329.62
CPF Ordinary Account	145,154.20
CPF Medisave Account	53,609.90
CPF Special Account	126,774.39
Singtel Shares	4,188.90

<b>Asset</b>	<b>Net Value (in S\$)</b>
AIA Singapore 24 Year BMAE Special Policy	10,362
Allianz Life Insurance	2,053.22
<b>Sub Total</b>	<b>1,222,687.68</b>
<b>Total Value</b>	<b>8,879,649.47</b>

### **Legal principles for the division of matrimonial assets**

30 In this case, the dispute between the parties related to only one class of assets, their properties. In the premises, the global assessment method was appropriate. Both parties also agreed on the global assessment method.

31 As for the division and apportionment of the MAs, the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) applied as the parties were in a moderately long dual-income marriage. As observed by the Court of Appeal in *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA52 (at [17]), this is to:

- (a) express as a ratio, the parties’ direct contributions relative to each other, having regard to the amount of financial contribution each party made towards the acquisition or improvement of the matrimonial assets;
- (b) express as a second ratio the parties’ indirect contributions relative to each other, having regard to both financial and non-financial contributions; and
- (c) derive the parties’ overall contributions relative to each other by taking an average of the two ratios above, keeping in mind that, depending on the circumstances of each case, the direct and indirect

contributions may not be accorded equal weight, and one of the two ratios may be accorded more significance than the other.

Adjustments can also be made in respect of other relevant factors under s 112 or s 114(1) of the Women's Charter.

### **Direct financial contributions**

#### ***Parties' position***

32 For direct financial contributions, the Husband submitted in favour of a 95:5 ratio (Husband:Wife), while the Wife submitted in favour of a 51:49 ratio (Husband:Wife).<sup>35</sup> The main reason for the difference in their submitted ratios was that the Husband denied that the Wife made financial contributions to the purchase of their jointly owned properties (aside from minimal CPF contributions), while the Wife claimed that she had made contributions jointly with the Husband for such purchases.

33 The Husband claimed that he had been working since the age of 17. The cash and CPF moneys that he had amassed were used to buy properties prior to the marriage, in particular Marbella in 2004 and Sanctuary in 2003.<sup>36</sup> While Marbella was jointly owned with the Wife, the Husband claimed that he had contributed 97% of the purchase price of Marbella while the Wife contributed only 3% of the purchase price from her CPF moneys.<sup>37</sup> The Husband submitted that, at that time, the Wife had no cash or substantial CPF funds to assist in the purchase, as she was a student (or a fresh graduate) who was not drawing a

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<sup>35</sup> Joint Summary at 33.

<sup>36</sup> Defendant's 2<sup>nd</sup> Affidavit of Assets and Means filed on 17 May 2021 ("Husband's 2<sup>nd</sup> AOM") at para 53.

<sup>37</sup> Husband's 3<sup>rd</sup> AOM at para 31(a).

salary. The Husband's evidence was that shortly after selling Marbella in 2006 at a profit of approximately \$300,000, he "went on a property buying spree". Sanctuary, which had been purchased by the Husband prior to the marriage and in his sole name, was sold in 2007 at a profit of approximately \$200,000 (but see [42] below). His case was that he had relied on profits earned from the sale of Marbella and Sanctuary to purchase the subsequent properties.<sup>38</sup>

34 I note that the parties held numerous properties in joint names, including but not limited to the River Valley Apartment, an apartment at Tampines Court, and an apartment at Spottiswoode Park. Properties held in sole names were so held as a result of external circumstances. For example, the Husband held the Geylang Property 1 and 2 in his sole name as he had initially jointly invested in those properties with other business partners.<sup>39</sup> The Wife held the Bayshore Road Apartment in her sole name ostensibly for tax reasons.<sup>40</sup> The Wife had held a property at Opal Crescent in her sole name as the Husband could not purchase landed residential property in Singapore as he was not a Singapore citizen.<sup>41</sup> Similarly, their properties in Malaysia purchased after the sale of the Opal Crescent Property were held in the Husband's sole name as he was a Malaysian citizen while she was not.

35 The Wife accepted that there was a snowball effect from the reinvested profits earned from the initial property purchases, but she submitted that this alone, did not account for all the assets currently owned by the parties, which

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<sup>38</sup> Husband's 3<sup>rd</sup> AOM at paras 31-32; Husband's 2<sup>nd</sup> AOM at paras 52, 53, and 55.

<sup>39</sup> Husband's 2<sup>nd</sup> AOM at para 68.

<sup>40</sup> Husband's 3<sup>rd</sup> AOM at para 32(i)

<sup>41</sup> Wife's 3<sup>rd</sup> AOM at paras 35-36 and 39; Defendant's Written Submissions dated 21 June 2022 at 49.

amounted to several millions of dollars.<sup>42</sup> The Wife submitted that the pool of MAs was ultimately financed using three sources: (a) proceeds of sale from earlier owned properties; (b) rental income from properties (including jointly held properties); and (c) income from the various jointly held and jointly managed companies. The Wife submitted in respect of (b) and (c) that she was to be equally credited for the contributions from rental and business income, as the rent had been earned during the marriage and the businesses had been a joint enterprise where both parties viewed the business profits as jointly owned.<sup>43</sup>

36 As to (a), as in the case of the Husband, the Wife's submissions focused substantially on Marbella, as she agreed that the profits from its sale provided the seed money for subsequent acquisitions.<sup>44</sup> The Wife's explanation was that they had purchased Marbella in joint names shortly before the marriage. According to the Wife, both parties had contributed roughly equally to the upfront cost of Marbella.<sup>45</sup> The Husband had more cash and CPF moneys as he was older, so the Wife brought in funds from her mother in addition to the Wife's own CPF moneys to equalise their financial contributions to the acquisition of Marbella.

37 It was undisputed that the parties had acquired Marbella in their joint names at the purchase price of \$1.05m in or around March 2004, before their marriage on 28 May 2005. It was also undisputed that they took a bank loan of \$840,000 to fund its purchase and therefore made an upfront payment of \$210,000. Marbella was sold in May 2006 for S\$1.35m, for a profit of

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<sup>42</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 46.

<sup>43</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 31, 46-48, 51, and 56-57.

<sup>44</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 31.

<sup>45</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 33.

\$300,000. The Husband claimed that he had paid for the down payment using his personal savings, comprised of \$80,000 in cash and \$121,459 from his CPF account. To arrive at his claimed contribution of 97%, the Husband took sole credit for the \$840,000 bank loan, on the basis that the loan had been applied for and approved based solely on his income and work experience given that the Wife was a fresh graduate and unemployed at that time. According to the Husband, the Wife had only contributed \$31,997 from her CPF account, amounting to a contribution of approximately 3%.<sup>46</sup>

38 The Wife, on the other hand, asserted that the parties' contributions towards Marbella was about 50:50. She provided a letter from the CPF Board dated 5 August 2020 which showed that she had used \$32,866.89 of her CPF funds for the purchase of Marbella.<sup>47</sup> The Wife claimed that her mother also provided her with about \$105,000 to be used for the property.<sup>48</sup> The Wife's mother filed an affidavit confirming this contribution.<sup>49</sup> The Wife pointed out that in contrast, the Husband did not have any documentary evidence to substantiate his claimed contributions.<sup>50</sup> To refute the Husband's claim that the Wife's mother had no financial resources to give the Wife the \$105,000, the Wife pointed out that her mother had also loaned money to the parties for the purchase of three other properties. First, the River Valley Apartment. The Wife claimed that her mother had contributed about \$30,000 of the down payment of

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<sup>46</sup> Husband's 3<sup>rd</sup> AOM at para 31(a)

<sup>47</sup> Wife 3<sup>rd</sup> AOM at 170; Plaintiff's Written Submissions dated 20 June 2022 at para 33.

<sup>48</sup> Wife 3<sup>rd</sup> AOM at para 30.

<sup>49</sup> Affidavit of the Wife's Mother filed on 13 May 2022 ("Affidavit of the Wife's Mother") at para 4.

<sup>50</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 38

S\$98,000.<sup>51</sup> The Husband conceded that the Wife's mother had contributed the sum of \$30,000, because the Wife's mother "was interested to invest in properties together".<sup>52</sup> Second, the Bayshore Road Apartment. The Wife said that her mother had contributed about \$18,000 to the payment of the initial deposit.<sup>53</sup> The Husband implicitly acknowledged this as he stated that the Wife's brother had held a 10% share of the Bayshore Road Apartment on behalf of the Wife's mother, because the Wife's mother "expressed an interest to invest after seeing [the Husband's] successful results".<sup>54</sup> Third, a property which was referred to as the Taman Melodies Property, which was located in Johor Bahru. The Wife claimed that this was fully paid for by her mother, even though it was held in the Husband's sole name. The Wife submitted that the Husband had accepted the ownership of the Wife's mother and agreed to leave this property out of the pool of MAs, and exhibited correspondence between the parties' solicitors evidencing an agreement for the Husband to purchase the Taman Melodies Property from the Wife's mother.<sup>55</sup> The Wife further highlighted that Marbella was acquired before their marriage. She submitted that the Husband would have had no reason to include the Wife as a joint tenant of Marbella if not for her financial contributions.<sup>56</sup> Finally, the Wife submitted that even though Marbella had been acquired prior to the marriage, its sale proceeds were acquired during the course of the marriage and were therefore matrimonial assets. The Wife claimed that the parties were also entitled to equal shares in

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<sup>51</sup> Plaintiff's Answer to Interrogatories dated 30 September 2021 ("Wife's Answer to Interrogatories") at 5.

<sup>52</sup> Husband 3<sup>rd</sup> AOM at para 32(c).

<sup>53</sup> Wife's Answer to Interrogatories at 4.

<sup>54</sup> Husband 2<sup>nd</sup> AOM at para 66.

<sup>55</sup> Affidavit of Wife's Mother at 4; Husband's 3<sup>rd</sup> AOM at para 34, item "5".

<sup>56</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 43.

the proceeds by virtue of the joint tenancy and because of their equal contributions to Marbella's acquisition.<sup>57</sup>

### ***Decision***

39 In *UYQ v UYP* [2020] 1 SLR 551, the Court of Appeal emphasized at [3(a)] that the broad brush approach continued to apply to the *ANJ* structured approach, highlighting the observation in *ANJ* at [25] that it “would be a sad day for the institution of marriage if parties were to enter into a marriage with a mental outlook of tracking their contributions towards the marriage”. Accordingly, the Court of Appeal cautioned that “a rigid, mechanistic and overly-arithmetical application of the structured approach in *ANJ v ANK* must be assiduously avoided” (at [3]). I thus applied the broad brush approach to the analysis, and considered evidence where it was surfaced by parties, whilst taking note of instances where there was no supporting evidence for the positions claimed by parties.

40 I set out first my assessment of the Husband's case. The nub of his case was that the subsequent properties owned by the parties were funded *solely* from the profits of properties that were purchased before the marriage using substantially his own money, in particular from the sale proceeds of Marbella and Sanctuary.<sup>58</sup> It was on this premise that the Husband claimed that he should be credited for the lion's share of direct financial contributions.

41 In relation to Sanctuary, the Husband claimed that Sanctuary was purchased before the marriage by him alone and that its profit after sale in 2007

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<sup>57</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 44-45.

<sup>58</sup> Husband's 2<sup>nd</sup> AOM at para 52; Defendant's Written Submissions dated 21 June 2022 at para 55.

was about \$200,000. This was used to buy the other properties after the marriage.<sup>59</sup> The Wife disputed this and pointed out that the Husband had neither explained how the sale proceeds of Sanctuary were used nor provided evidence concerning the same.<sup>60</sup>

42 I agreed that the Husband had not produced any documentary evidence to prove that there were profits of \$200,000 resulting from the sale of Sanctuary. What he relied on was an undated document that appears to have been prepared by him, setting out his calculations on the cash outlay, source of funds, and profits made on various properties.<sup>61</sup> This document could not be described as a contemporaneous record and appeared to have been prepared for the purposes of litigation as the document was structured depending on whether the properties had been acquired pre- or post-marriage. Importantly, the Husband produced no evidence to show that the proceeds from the sale of Sanctuary were used towards the acquisition of MAs. At the hearing, the Husband confirmed to the Court that there was no such evidence.<sup>62</sup>

43 As stated, the parties did not dispute that the profits from the sale of Marbella were used to fund their subsequent property acquisitions. The Husband's submission for the 95:5 ratio for direct financial contributions (Husband:Wife), rested in part on his claim that he should be credited for contributing a 97% share to the acquisition of Marbella. The Husband, however, did not provide evidence that satisfactorily supported his claim that he contributed 97%. I accepted that the Husband had probably contributed CPF

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<sup>59</sup> Husband's 2<sup>nd</sup> AOM at paras 53–55.

<sup>60</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 64-67.

<sup>61</sup> Husband's 2<sup>nd</sup> AOM at 73.

<sup>62</sup> NE, 19 January 2023, at 4, lines 13-17.

moneys in the ballpark of his claimed CPF contribution of \$121,459, given that the CPF Board had confirmed that he had been refunded a total of \$122,062.88, comprised of the original capital contribution and interest, after the sale of Marbella.<sup>63</sup> However, there was absolutely no evidence to prove that the Husband had contributed further money from his personal savings, save for the Wife's concession that both parties had contributed roughly equally to Marbella.

44 On the other hand, there was some evidence to support the Wife's position that she made significant contributions to Marbella, at least more than the 3% which the Husband attributed to her. She had produced the letter from the CPF Board that confirmed that she had contributed \$32,866.89 from her CPF moneys to the acquisition of Marbella.<sup>64</sup> Her mother also gave evidence that she had gifted the Wife \$105,000 in 2004 to purchase Marbella. The Husband's main contention was that the Wife's mother did not have the financial resources to provide such a sum of money. However, I accepted the Wife's submission that the Husband had conceded that the Wife's mother had provided the moneys for three other properties, namely, the River Valley Apartment, the Bayshore Road Apartment and the Taman Melodies property (above at [38]). The Husband did not refute this. It therefore appeared plausible that the Wife's mother would have had the means to make such a contribution. Hence, on balance I accepted the Wife's mother's evidence as likely to be true.

45 The Husband's claim that he had contributed 97% to Marbella also depended significantly on taking sole credit for the \$840,000 bank loan. However, I note that the \$840,000 bank loan had been extended to *both* parties

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<sup>63</sup> Husband's 4<sup>th</sup> Affidavit at 16.

<sup>64</sup> Wife 3<sup>rd</sup> AOM at 170.

as mortgagors.<sup>65</sup> The Husband did not point to any legal basis for supporting his contention that he was entitled to sole credit for the bank loan.

46 In view of the evidence before the Court, I found that the Wife jointly contributed to the acquisition of Marbella. Following from this, I found that the parties are jointly entitled to the profits from the sale of Marbella, which they used to fund their subsequent properties.

47 I turn next to another aspect of the parties' case where they diverged, namely whether the source of funding for their subsequent property purchases was limited to the profits from the sale of Marbella and Sanctuary (which was the Husband's position) or drew also on the business income generated from the Companies and the rental income generated from their other properties (which was the Wife's position).

48 The Wife submitted that three companies were jointly owned and managed by the parties: (1) [D], a software company incorporated in 2004; (2) [E] Pte Ltd ("[E]"), another software company incorporated in 2000; and (3) [F] Pte Ltd ("[F]"), a company incorporated in 2005 which was subsequently converted to a hostel and dormitory business. For convenience, I shall refer to these three companies as "the Companies". The adduced records show that [D] and [F] were both wholly owned by the Husband, whereas [E] was wholly owned by the Wife's father. The records also show that the Husband and Wife were appointed the secretary of [E] in 2004 and 2005 respectively, that both parties had been appointed the directors of [F] simultaneously in 2005, and that the Husband was appointed the secretary of [D] in 2004.<sup>66</sup> According to the

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<sup>65</sup> Wife 3<sup>rd</sup> AOM at 162.

<sup>66</sup> Plaintiff's 1<sup>st</sup> Affidavit of Assets and Means filed on 28 August 2020 ("Wife's 1<sup>st</sup> AOM") at 119, 121 and 123.

Wife, the Husband, who had a background in IT, handled the finances and was the person with the business “ideas.” The Wife ran the operations, marketing, and sales aspects of the companies.<sup>67</sup> In support of this, the Wife explained that she did not have a specific tabulation of her contributions to the Companies over the years but was able to adduce limited documents showing her involvement in the businesses.<sup>68</sup> For [E], she claimed to have done consultancy and logistics work. For instance, she was listed as the contact person on an [E] invoice dated 1 April 2006.<sup>69</sup> For [D], she ran the sales and customer support functions. She was able to produce some documentary records corroborating that she had been the contact person for [D] who directly liaised with clients.<sup>70</sup> For [F], she did consultancy, operations, and ran the hostel business; in support of this she adduced a letter of warning from the Urban Redevelopment Authority (“URA”) dated 17 March 2011 relating to the running of [F]’s hostel business. The URA’s letter had been addressed to the Wife presumably in her role as an officer of [F].<sup>71</sup>

49 The Wife emphasized that neither party drew salaries from the Companies. They received only CPF contributions. Profits from these businesses were used for household expenses and to pay for their property investments. The lack of salaries showed that this was not a situation whereby the Husband was the sole owner and employer while the Wife a mere employee.

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<sup>67</sup> Wife’s 1<sup>st</sup> AOM” at para 21.3.

<sup>68</sup> Plaintiff’s Discovery Affidavit in Reply dated 30 September 2021 at 8.

<sup>69</sup> Plaintiff’s Discovery Affidavit in Reply dated 30 September 2021 at 373.

<sup>70</sup> Wife’s 1<sup>st</sup> AOM at 629.

<sup>71</sup> Wife’s 1<sup>st</sup> AOM at para 22.2; Plaintiff’s Discovery Affidavit in Reply dated 30 September 2021 at 370–381.

Parties were willing to work without any salary as they both viewed the profits from the businesses as belonging to them jointly.<sup>72</sup>

50 The Husband disputed the Wife's contribution to the Companies. His position was that the Wife was merely a director and/or shareholder of the Companies in name. He relied on the fact that the Wife did not deny that she had not received a salary from the Companies (except for CPF contributions) to support his claim that the Wife did not have the financial means to make cash contributions towards the acquisition of properties.<sup>73</sup> The Husband also made the serious allegation that the Wife's income declarations were false.<sup>74</sup>

51 However, the fact that the Wife received only CPF contributions and not a salary from the Companies did not assist the Husband, as it was unchallenged that the Husband also did not receive salaries from the Companies. I also noted that on the Husband's version of events, for instance when the Wife asked to be paid a salary from [D], the Husband told her that she would have to first "meet the sales quota".<sup>75</sup> This lent some credence to the Wife's claim that she had been involved in the sales aspect of [D]'s business. Furthermore, the Husband's own evidence was that the Wife had at some point become substantially involved in the hostel and dormitory business of [F].<sup>76</sup> Indeed, the Husband claimed to have had retired from full time work since 2005, prior to the marriage.<sup>77</sup> Finally, the Husband was not able to specifically address the limited documentary evidence adduced by the Wife, such as the invoices and client communiques (above at

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<sup>72</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 57.

<sup>73</sup> Defendant's Written Submissions dated 21 June 2022 at 44

<sup>74</sup> Husband's 3<sup>rd</sup> AOM at para 21.

<sup>75</sup> Husband's 3<sup>rd</sup> AOM at para 23.

<sup>76</sup> Husband's 2<sup>nd</sup> AOM at para 75.

<sup>77</sup> Husband's 2<sup>nd</sup> AOM at para 132.

[48]). On the evidence, I found that the Wife did work together with the Husband in the Companies, in a far more than nominal role attributed to her by the Husband. I found that both parties jointly managed the Companies.

52 The Husband also submitted that the income generated by the Companies was not sufficient to assist in the purchase of Marbella and other subsequent properties.<sup>78</sup> He submitted that the profits from the Companies “only contributed partially to our living expenses and CPF contributions”.<sup>79</sup> However, the Husband provided no evidence to support this claim. Counsel for the Husband confirmed this in Court.<sup>80</sup>

53 The Husband stated that [D] and [F] suffered combined losses of \$3,433.28 for the period from 2006 to 2009.<sup>81</sup> What he adduced to evidence these alleged losses were not audited or certified accounts of these companies, but single page documents containing financial figures purporting to be the “balance sheet” of these companies, which source of production was unclear and unknown.<sup>82</sup> In my view, the Husband’s assertion that the Companies as a whole were not profitable was inconsistent with his other evidence. The Husband had asserted that the distribution rights to the [C] Software which [D] had previously held were worth \$500,000, that [C] Software was a “market leader”, and that “[t]he software sells itself”.<sup>83</sup> This appeared to be contrary to

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<sup>78</sup> Defendant’s Written Submissions dated 21 June 2022 at 35.

<sup>79</sup> Husband’s 2<sup>nd</sup> AOM at para 60.

<sup>80</sup> NE, 19 January 2023, at 3, line 29, to 4, line 1.

<sup>81</sup> Husband’s 2<sup>nd</sup> AOM at para 61.

<sup>82</sup> Husband’s 2<sup>nd</sup> AOM at 84-91.

<sup>83</sup> Husband’s 2<sup>nd</sup> AOM at para 29.

his claims that [D] was not profitable. Additionally, the Husband claimed that his monthly expenses had been up to \$11,600 each month, prior to 2020.<sup>84</sup>

54 I did not accept the Husband's position that the income generated by the Companies had not been sufficient to assist in the purchase of Marbella and other subsequent properties. I found that the Husband's position ran against the grain of the evidence. First, the combined profits from the sale of Marbella and Sanctuary (assuming that the sale proceeds from Sanctuary as asserted by the Husband were used) amounted to only \$500,000,<sup>85</sup> whereas the parties' current assets were valued at far above this amount. Even taking into account the snowball effect (above at [35]), this alone could not account for all assets currently held by the parties. Although the Husband claimed to have accumulated CPF moneys of over \$600,000 in 2005,<sup>86</sup> the evidence adduced by the Husband showed that he had substantially less funds in his CPF accounts at that time (above at [23]). Second, it was not possible to ascertain the source of funding for the subsequent properties, just on the face of what the Husband produced. Aside from the undated document that appeared to have been prepared by the Husband himself (above at [42]), there was no indication that the subsequent properties were acquired *solely* from the Marbella and Sanctuary profits. As pointed out by the Wife, there were in fact overlaps in the ownership period for various properties. The Wife listed 20 properties acquired in the period between 2004 to 2018.<sup>87</sup> The Husband did not provide sufficient evidence or explanation to prove the funding trail. Third, the Husband did not produce any evidence that showed that the proceeds from the sale of the

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<sup>84</sup> Husband's 2<sup>nd</sup> AOM at para 134.

<sup>85</sup> Husband's 2<sup>nd</sup> AOM at para 53.

<sup>86</sup> Husband's 2<sup>nd</sup> AOM at para 133.

<sup>87</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 49.

properties were kept separately and not co-mingled with the income from the parties' Companies. He confirmed to the Court that he did not have evidence of such, nor of the alleged trail of funding.<sup>88</sup> I would add that these reasons were considered cumulatively rather than individually and I therefore had no difficulty, on this basis, in rejecting the Husband's position.

55 On the other hand, the Wife produced evidence to show that she had at least made some contributions to some of the properties using her CPF moneys. The Husband had claimed that the parties' Companies made significant contributions to the parties' CPF accounts.<sup>89</sup> The Wife produced a letter from the CPF Board showing that she had contributed to the purchase of the following properties with moneys from her CPF account:<sup>90</sup> (a) the Bayshore Road Apartment: \$144,456.04; (b) the River Valley Apartment: \$154,554.49; and (c) Marbella: \$32,866.89. This lent some support to the Wife's submission that the profits generated from their Companies were used to fund their subsequent purchases of properties. Furthermore, the Husband accepted that the "[moneys] credited to [the Wife's] CPF account from the [Companies]" were used to procure and finance the housing loans.<sup>91</sup> I found that on the evidence before the Court, it was more likely than not that the profits generated by the Companies were used to fund the purchase of the parties' properties.

56 The other source of funds which the Wife submitted was relied on to fund the parties' property acquisitions, was rental income from other properties. The Wife highlighted that the Husband had conceded that some of the properties

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<sup>88</sup> NE, 19 January 2023, at 4, lines 3-8.

<sup>89</sup> Defendant's Written Submissions dated 21 June 2022 at para 44.

<sup>90</sup> Wife's 3<sup>rd</sup> AOM at 170.

<sup>91</sup> Defendant's Written Submissions dated 21 June 2022 at para 44.

were rented out and that rental income was used to pay for the various properties' mortgages.<sup>92</sup> However, the Husband appeared to take the position that because the rental income had been derived from properties which should be credited solely to him, the rental income should therefore also be attributed to him solely.

57 It has been held that rental income earned from jointly held properties, if used to pay for mortgage instalments during the marriage, could be attributed to both parties as their contributions. In *Lim Ngeok Yuen*, the court held that rental moneys would belong to the parties in the same proportions as which they had contributed to the purchase of the property (at [47]). In that case, there had been sufficient evidence before the court to determine the parties' respective contributions to the acquisition. Conversely, in *Toh Buan Eileen v Ho Kiang Fah* [2013] SGHC 66, there was insufficient evidence to establish with precision each party's respective financial contributions to the acquisition of an investment property (at [24]). Nevertheless, in so far as the rental proceeds from that property had been applied towards the repayment for the mortgage, the court apportioned the amount of rental income credited as direct contributions equally between the parties, since it was found that the parties each owned a half share in the property (at [26]). Similarly, in this case, neither party could clearly establish their precise contributions to each property. I repeat my findings above (at [46], [51] and [55]) that the parties were jointly entitled to the profits from the sale of Marbella and that both parties jointly managed the Companies which profits were used to fund the purchase of the parties' properties. In light of this, the Husband did not provide any explanation why the rental income from their properties so acquired should not be attributed to both

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<sup>92</sup> Husband's 3rd AOM at paras 32(d), 32(h) and 34; Husband's 2nd AOM at para 103.

parties equally. I accordingly found that the rental income should be jointly attributed to both parties.

58 As emphasized at the start of my analysis, the courts take a broad brush approach, rather than undertake a detailed arithmetical investigation that seeks to trace each and every minutiae of the parties' respective contributions. In a case where the documentary evidence falls short of establishing exactly who made what contribution and/or the extent of such contribution, the court must take a "rough and ready approximation" (*ANJ* at [23]). Taking into consideration all the evidence before the court, I found that the Wife's direct financial contributions were broadly proportionate to the Husband's, with the exception of their CPF contributions, which the Wife acknowledged.<sup>93</sup> I therefore accepted the Wife's submission and found the parties' direct financial contributions to be in a 51:49 ratio (Husband:Wife).

### **Indirect contributions**

59 The Wife submitted that the parties' indirect contributions should be 70:30 in her favour, while the Husband submitted that it should be 80:20 in his favour.

60 The Wife submitted that she had contributed more to the running of their Companies while the Husband had neglected their Companies since 2011.<sup>94</sup> In addition, the Wife contended that she was the primary caregiver for all three children of the marriage.<sup>95</sup> She did all the work that a mother of young children had to do. She accepted that there was domestic help but submitted that this did

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<sup>93</sup> Plaintiff's Written Submissions dated 20 June 2022 at paras 32-38.

<sup>94</sup> Wife's 1<sup>st</sup> AOM at para 22.6.

<sup>95</sup> Wife's 1<sup>st</sup> AOM at paras 22.9 and 22.11.

not detract from the fact that the Wife contributed more to caregiving compared to the Husband.<sup>96</sup> The Wife alleged that the Husband had moved out from the matrimonial home since 2017. If the Wife was not the primary caregiver, the Husband would not have been so comfortable as to just walk out.<sup>97</sup>

61 After the commencement of divorce proceedings, the Husband insisted on split care and control in June 2019 whereby the two elder children, [P] and [Q], would live with the Wife while the youngest child, [R], would live with the Husband. The Wife agreed to keep the peace. From March to June 2020, despite their prior agreement, all three children decided to live with the Wife.<sup>98</sup> However, the Wife had to leave Malaysia in June 2020 as her social visit pass expired and she was unable to return until December 2020 due to border closures. During this time, all three children lived with the Husband. Upon her return, the two older children, [P] and [Q], returned to the Wife's care while the youngest child, [R], remained, and continues to remain, in the care of the Husband.

62 The Husband denied that the Wife was the primary caregiver.<sup>99</sup> He contended that he was the primary caregiver.<sup>100</sup> He looked after [P] during [P]'s childhood years. He was solely responsible for the adoption process of [R]. He retired in 2005 and stayed at home to look after the children. He was a stay-at-home dad. The Husband submitted that other than breastfeeding, the Wife was

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<sup>96</sup> Wife's 1<sup>st</sup> AOM at paras 22.11.

<sup>97</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 76.

<sup>98</sup> Plaintiff's 2<sup>nd</sup> Affidavit of Assets and Means dated 12 May 2021 ("Wife's 2<sup>nd</sup> AOM") at para 12.

<sup>99</sup> Husband's 2<sup>nd</sup> AOM at para 5.

<sup>100</sup> Husband's 2<sup>nd</sup> AOM at paras 5, 89 and 127(e).

busy with her volunteer work and other social activities.<sup>101</sup> She was not fully present in the children's formative years. The Husband claimed that from 2015 to 2017, when the family resided in Johor Bahru, the Wife moved out to stay in Singapore with her boyfriend at a hostel. In 2018, the Wife set up a restaurant and ran a business in Cambodia, spending substantial time abroad.<sup>102</sup>

63 Examining the evidence of both parties, I noted that the Wife's submission that she contributed more to the running of their Companies was based solely on her own testimony. She had not provided any evidence to support this submission. At the same time, the Husband had not provided any evidence above a bare assertion to refute the Wife's claim that she did in fact contribute to the running of the Companies or to show that he had contributed more to the running of the Companies. In any event, the Wife's evidence was that the profits from the Companies were directed also towards the purchase of their properties, which I had taken into consideration as part of assessing the parties' direct financial contributions. In addition, while the Husband has been retired since 2005, he testified that he has contributed to the finances of the family through income from his investments. This was not challenged by the Wife.

64 Examining the evidence on the whole, I found that both the Husband and Wife had contributed to raising their three children over the years, although the extent of their involvement differed during different periods of their children's lives. While they each contended that they were the primary caregiver throughout the whole of the marriage, there is evidence that one or the other parent was there more for the children, at different stages of their lives. I also

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<sup>101</sup> Husband's 2<sup>nd</sup> AOM at para 89; Husband's 3<sup>rd</sup> AOM at para 30.

<sup>102</sup> Husband's 2<sup>nd</sup> AOM at para 115; Husband's 3<sup>rd</sup> AOM at para 30.

found that the evidence did not show either to have made significantly more contributions than the other to the running of their Companies. Hence, on the evidence before the court, I found that it would be appropriate to assess the parties' indirect contributions at 50:50.

### **Final division of assets**

65 The Wife submitted that the MAs should be divided 40.5:59.5 (Husband:Wife) in her favour, based on her submission of 51:49 (Husband:Wife) for direct financial contributions and 30:70 (Husband:Wife) for indirect contributions. The Husband asked that a broad-brush approach be taken in the division and that 20% be awarded to the Wife. He relied on *VIG v VIH* [2021] 3 SLR 1145 (“*VIG*”).

66 I found that *VIG* was not directly relevant here. That case involved a husband who was largely the sole breadwinner and most of the assets were acquired by him. The court regarded the marriage there as effectively being a “single-income marriage” (at [63]). In contrast, as set out above, I found this to be a dual-income marriage. In addition, even in *VIG*, the court had awarded 30% to the wife for the 12-year marriage (at [61] and [75]). In this case, the marriage lasted 15 years. In other words, the Husband sought a lower percentage for the Wife here compared to in *VIG*, which he relied on, despite the marriage here being longer than in *VIG*. No explanation was given for this.

67 The Husband also asked that an adverse inference be drawn against the Wife for not disclosing [B]'s bank statements, an account of the valuation of [C] Software distributorship rights, the shares procured by the Wife after the IJ

was granted and her actual income. He submitted that this adverse inference supported his case that the Wife should be awarded 20% of the MAs.<sup>103</sup>

68 In response, the Wife highlighted that the Husband had applied to court for the production of certain documents regarding [B], and the court did not allow all of the Husband's application. The Husband was effectively saying that there should be an adverse inference drawn against the Wife because the Wife did not give what the court did not allow the Husband to discover. This, the Wife contended, was unfair.<sup>104</sup>

69 The Wife in turn submitted that an adverse inference should be drawn against the Husband because of the Husband's non-disclosures and that the overall ratio should be adjusted by 3% in favour of the Wife.<sup>105</sup> First, the Husband declared in his 1st Affidavit of Assets and Means that he had no income at all.<sup>106</sup> However, upon being administered interrogatories specifically concerning his rental income, he declared that he collected at least \$4,664.78 per month in rental.<sup>107</sup> Second, the bank statement that the Husband exhibited to show the rental collected was a bank statement from a bank account which had not been declared when he had filed his 1st Affidavit of Assets and Means. The Wife submitted that this made clear that the Husband was stashing away moneys in bank accounts which he had no intention of disclosing to the court.

70 In *BPC*, the Court of Appeal found at [62]–[63] that an adverse inference was justified where the evidence adduced was clearly sufficient to establish a

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<sup>103</sup> Defendant's Written Submissions dated 21 June 2022 at paras 66-68.

<sup>104</sup> NE, 13 July 2022, at 12.

<sup>105</sup> Plaintiff's Written Submissions dated 20 June 2022 at para 109.

<sup>106</sup> Husband's 1<sup>st</sup> AOM at para 5.

<sup>107</sup> Husband's Affidavit in Reply to Interrogatories dated 26 April 2021 at para 9.

*prima facie* case against the spouse that their actual assets exceeded what was declared.

71 I did not consider that an adverse inference was justified against the Wife for two reasons. First, the court had not allowed what the Husband had sought in discovery. The Wife was hence justified in declining to release the documents to the Husband. Second, I have found above that [B] was not part of the pool of MAs. Documents relating to the finances of [B] were hence not relevant.

72 I also did not consider that an adverse inference against the Husband was justified. While the Husband did not initially provide his rental income or the bank statements showing such income, he did subsequently provide them through interrogatories. In my view, this did not suffice to establish a *prima facie* case that the Husband was stashing moneys away in other accounts which he had not declared.

73 Under the *ANJ* approach, consideration is also given to the weightage of the ratios for direct and indirect contributions. Neither party submitted that there should be anything other than equal weightage. I also did not find any factor to warrant shifting the weightage of the ratios and hence applied equal weightage to the ratios. Following from this, I divided the MAs of the parties according to a ratio of 50.5:49.5 in favour of the Husband.

### **Transfer of assets**

74 The Wife's share computed to \$4,395,426.49. She had assets in the amount of \$1,222,687.68. This meant that \$3,172,738.81 was to be transferred to the Wife. When the parties appeared before the court for directions regarding the transfer of assets, the Wife had already received \$650,000 from the proceeds

of the sale of the River Valley Apartment. The parties confirmed that a sum of \$2,522,738.80 remained to be transferred to the Wife.<sup>108</sup>

75 The Husband proposed that his share of the Orchard Road Property be transferred to the Wife.<sup>109</sup> The Wife agreed. Both parties informed the Court that they agreed to the transfer. This was valued at \$1,461,348.66. The Wife agreed with the Husband's proposal that she bear the conveyancing and transfer fees. The transfer would take place within 5 months of Final Judgment. With the transfer of the Orchard Road Property, there remained \$1,061,390.14 to be transferred to the Wife.<sup>110</sup> I hence ordered for the transfer of Orchard Road Property on these agreed terms.

76 The Husband proposed that their UOB Uniplus Account (\$1.57) and UOB (Global Currency) Account (\$8.71) be closed and the moneys transferred to the Wife.<sup>111</sup> The Wife agreed.<sup>112</sup> I hence ordered for this.

77 The Husband also proposed that he transfer the moneys in his CPF OA (\$372,419.86) and CPF MA (\$47,470.92) to the Wife's CPF accounts.<sup>113</sup> The Wife indicated that she was prepared to accept this, but not as a consent order.<sup>114</sup> I ordered for the transfer of the Husband's CPF moneys to the Wife, as sought by the Husband.

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<sup>108</sup> NE, 28 August 2023, at 1-2.

<sup>109</sup> Defendant's Written Submissions dated 21 August 2023 at 2.

<sup>110</sup> NE, 28 August 2023, at 2, lines 3-23.

<sup>111</sup> Defendant's Written Submissions dated 21 August 2023 at 3.

<sup>112</sup> NE, 28 August 2023, at 2, lines 25-31.

<sup>113</sup> Defendant's Written Submissions dated 21 August 2023 at 3.

<sup>114</sup> NE, 28 August 2023, at 4, line 23.

78 As for the other assets to be transferred, the Husband's main position was that as the parties had different type of assets in different jurisdictions, the Wife should receive fairly different asset classes from all jurisdictions.<sup>115</sup> In particular, the Husband asked that his 50% shareholding in [G] Sdn Bhd ("[G]") which legally held the Malaysian Pontian Land, valued at \$620,915, be transferred to the Wife. The Husband submitted that there would be no issues as the other shareholder of [G] was the Wife's "close friend". The Husband also asked that his share of US Cleveland House 1, valued at \$20,574.08, be transferred to the Wife.

79 The Wife resisted the transfer of the Husband's 50% share of [G] to her for the following reasons.<sup>116</sup> First, the Wife's valuation was based on a valuation report. The Husband had every opportunity to obtain his own valuation report. He chose not to do so. Hence, the fact that the Malaysian Pontian Land was valued at a certain amount did not necessarily mean that it must be transferred to the Wife. Second, there was no precedent for allowing parties to pick and choose which assets in sole names should be transferred to the other party. By and large, unless there were special circumstances, parties were to retain all assets in their sole name and only jointly held properties were to be divided or sold. To allow parties to nitpick in this way would invite endless arguments and open the floodgates of litigation on such issues. Further, transferring such properties involved time, costs, and expenses. It should therefore be avoided in the absence of special reasons. Third, the Husband had not provided a Bizfile/ACRA equivalent showing the shareholding of [G]. The Wife submitted that the other shareholder of [G] was the Husband's friend and this may impede the Wife's attempts to deal with the land. The Husband's friend may also favour

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<sup>115</sup> Defendant's Written Submissions dated 21 August 2023 at 4.

<sup>116</sup> Plaintiff's Written Submissions dated 21 August 2023 at 4-5.

the Husband's interest over the Wife's. Fourth, foreigners were not allowed to own property in Malaysia and there was nothing to suggest that the Wife can legally take over and own the land. The Husband had admitted in his 2nd Affidavit of Assets and Means that foreigners were not eligible to buy or own property in Malaysia, which was why the Wife's mother had to own Malaysian property in the Husband's name. The Wife also highlighted that foreign ownership of Malaysian land and properties involved multiple restrictions and obstacles, and cited potential issues with the Malaysian National Land Code and Real Property Gains Tax rates for non-citizens.

80 I did not find there to be a principled, just, or equitable reason to order that the Husband's 50% share in [G] be transferred to the Wife. When asked why the Husband could not sell his share in [G] and thereafter transfer the proceeds to the Wife, his counsel explained that this was because the Husband felt that since the Pontian Land was valued on the basis of the Wife's valuation report, she should be made to accept it.<sup>117</sup> However, I agreed with the Wife's submission that the Husband had chosen not to take the opportunity to provide a valuation report to dispute the Wife's valuation. Neither was there any principled basis for a party to select particular assets from different jurisdictions for transfer to the other party. I agreed with the Wife that the more principled approach would be to resolve the joint assets first, before considering what needed to be transferred from the solely owned assets. In addition, there were clearly regulatory concerns for the Wife, as a Singaporean, in holding or acquiring a 50% share of [G], which was a Malaysian company. While the Husband offered to file further affidavits to show that these concerns could be addressed, I did not consider that this was a fruitful approach given the lack of

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<sup>117</sup> NE, 28 August 2023, at 3, line 17-21.

a principled basis for the very premise of the transfer, and given that the Wife would then have to negotiate with a third party on the management of [G].

81 Following the approach of considering first the parties' joint assets, I examined the parties' four jointly held properties situated in the United States ("US"). The Husband had proposed that his share in one of these properties, US Cleveland House 1, be transferred to the Wife. I was prepared to order for the sale of all four of their US properties and for the sale proceeds to be given to the Wife, should the Wife have been unwilling to receive the Husband's share of these properties. However, the Wife informed me at the hearing that she was prepared to have the Husband's share in those four properties transferred to her. I hence ordered for such transfer.

82 The remaining joint asset of the parties involved the sale proceeds from the sale of the River Valley Apartment.

83 The Husband and Wife had already received \$650,000 each, out of the sale proceeds of \$2,134,407.02 for the River Valley Apartment. The remaining sale proceeds were held by their solicitors. If this sum was shared equally between the parties, it would have meant \$417,198.51 for each party. When the Husband made his proposal that the Wife receive the Pontian Land, he had also proposed that the Wife's share of the \$417,198.51 be transferred to him.

84 At the hearing, the Wife proposed that she be allowed to retain the \$417,198.51 held by her solicitors, while the Husband would retain \$295,788.60 out of the \$417,198.51 held by his solicitors, and that the balance of \$121,409.91 be transferred to the Wife. The Husband's solicitor informed me that this arrangement had been discussed with the Wife's solicitor, but that the

Husband's consent had not been obtained.<sup>118</sup> I considered this to be a fair manner to transfer the remaining amounts due to the Wife and ordered accordingly. It would also resolve the issue of the distribution of the remaining sale proceeds for the River Valley Apartment. If this was not done, the Husband would still, in any event, have needed to transfer other cash or assets to achieve the distribution of MAs.

85 Finally, I ordered each party to bear his or her own costs.

Kwek Mean Luck  
Judge of the High Court

Lee Ming Hui Kelvin and Ong Xin Ying Samantha (WNLEX LLC)  
for the plaintiff;  
Anuradha d/o Krishan Chand Sharma (Winchester Law LLC) for the  
defendant.

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<sup>118</sup> NE, 28 August 2023, at 5, lines 7-8.