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

**[2022] SGHC(A) 31**

Civil Appeal No 10 of 2022

Between

VYQ

… *Appellant*

And

VYP

… *Respondent*

Civil Appeal No 11 of 2022

Between

VYP

… *Appellant*

And

VYQ

… *Respondent*

In the matter of Divorce (Transferred) No 4619 of 2019

Between

VYP

… *Plaintiff*

And

VYQ

… *Defendant*

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# *EX TEMPORE* JUDGMENT

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[Family Law — Matrimonial assets — Division]
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**[2022] SGHC(A) 31**

Appellate Division of the High Court — Civil Appeals Nos 10 of 2022 and 11 of 2022
Belinda Ang Saw Ean JAD, Kannan Ramesh J and Hoo Sheau Peng J
23 August 2022

23 August 2022

**Kannan Ramesh J (delivering the judgment of the court *ex tempore*):**

1 There are two appeals – AD/CA 10/2022 ("AD 10") is an appeal by the wife ("M") and AD/CA 11/2022 ("AD 11") is an appeal by the husband ("F"). AD 10 concerns issues of access and division of matrimonial assets. AD 11 concerns maintenance for the children and division of matrimonial assets. We allow both appeals in part.

## Background

2 The parties married in Singapore on 25 June 2011. They are both high income earners. F is age 40 and is the Chief Operating Officer of a local cybersecurity company. Based on the Joint Summary, his income for Year of Assessment 2020 was $457,792, with a monthly gross salary of $22,950. M is age 39 and is an anesthesiologist in private practice. Her monthly gross salary is $34,000.

3 Interim judgment for the divorce was granted on 10 March 2020. The marriage was for nine years. The ancillary matters were heard on 18 November 2021 and the Judge delivered judgment, *viz*, *VYP v VYQ* [2021] SGHCF 40 (the "Judgment"), on 21 December 2021. On 20 January 2022, pursuant to a request for further arguments by F and M, the Judge varied aspects of the Judgment relating to backdated maintenance for the children that F was ordered to pay and access for F on Chinese New Year ("CNY").

4 There are three children of the marriage – [W] age eight, [R] age six and [X] age three (collectively "the Children"). W was in primary school at the time of the Judgment. R started Primary 1 in January 2022, shortly after delivery of the Judgment.

5 Parties agreed on joint custody. They also agreed on interim access at the time of the proceedings below.

**The Judgment below**

6 The Judge granted sole care and control to M with liberal access to F. The Judge felt that given the acrimonious relationship between the parties, shared care and control was not feasible nor desirable. F was given access as follows:

> (a) For W and R – (i) Thursday after school at 1.30pm to Saturday 5pm, and (ii) liberal weekday access after school between 1.30pm and 7.30pm (which was changed at the hearing on 20 January 2022 to weekday access after school between 1.30pm and 7.30pm twice a week on days to be arranged by the parties).

(b) For X – No overnight access. Liberal access on Saturday between 8.30am and 6.30pm and liberal weekday dinner access which was changed at the hearing on 20 January 2022 to weekday dinner access for two hours between 5.30pm and 7.30pm twice a week on days to be arranged by the parties (this did not preclude the days on which M might allow X to join W and R). X's arrangements were to be the same as those for W and R when she reaches the age of 5.

(c) Liberal daily remote access to the Children on Facetime, WhatsApp video and telephone calls, and alternate public holiday access from 8am to 5pm.

(d) CNY – Access to the Children (i) on odd years, from the eve of CNY at 5.30pm to the first day of CNY at 5.30pm (this was previously 5pm but was adjusted at the hearing on 20 January 2022) and (ii) on even years, from after school to 5.30pm on the eve of CNY and 5.30pm on the first day of CNY to 5.30pm on the second day of CNY. Pick up and drop off was from M's residence.

(e) Christmas – Access to the Children on the eve dinner on even years.

(f) Other public holidays – Access to the Children on alternate public holidays from 8.30am to 5.30pm.

(g) School holidays – Access to the Children for half the holidays with liberty to take them overseas, subject to certain requirements being met (see the Judgment at [14(e)]). Holiday access included two weeks of overnight access for each holiday for W and R from 2022, and for X when she reaches the age of 5.

7 On matrimonial assets, direct financial contributions were assessed as 60:40 in F's favour. Indirect contributions were assessed at 50:50. The overall ratio was 55:45 in F's favour with no additional weight being given to the parties' indirect contributions in the final ratio.

8 On maintenance for the Children (there being no claim for maintenance for M), monthly expenses were fixed at $10,500. An additional $1,500 was added for the Children's share of household expenses giving a total of $12,000, which F had to bear half of, to be deposited into M's bank account at the start of the month, from 1 January 2022. Costs of overseas trips were to be borne by the parent making the trip. Backdated maintenance was sought by M and ordered against F from the date of the interim judgment (10 March 2020) to the date of the Judgment (21 December 2021) at $95,000. This was later revised to $85,000 at the hearing on 20 January 2022.

## Our decision

9 Instead of addressing each appeal individually, we shall address the appeals collectively in terms of the issues.

### *Access*

10 As noted earlier, only M appeals against the access orders. There are a number of points.

#### *Overnight access*

11 M submits that F should not be granted overnight access to W and R (the older children) from Thursday after school at 1.30pm to Saturday 5pm because it is disruptive for two reasons: (a) it requires W and R to bring along all the materials they need for Thursday evening and Friday when they leave for school

on Thursday morning, and (b) overnight access disrupts the children's revision and homework, and M's supervision. M submits that access should instead be from Friday 5pm to Saturday 5pm. Reliance is placed on *VXM v VXN* [2021] SGHCF 42 ("*VXM*") at [22].

12 We do not agree with M's position. It is pertinent that this arrangement has been in place since the Judgment was released on 21 December 2021. We are now in August 2022. There is no suggestion that it has been unfeasible in this period. There is no complaint by M that W and R's homework or studies have suffered or that they have been unduly inconvenienced because of the overnight access on Thursdays. Any hint of a drop in grades would have been immediately brought to the court's attention in these appeals.

13 In any event, if the issue is that W and R have to bring the materials with them to school on Thursday morning because they will be going to F's home after school, it seems to us that one obvious solution is for F to pick up the materials from M's home on Thursday after or before he picks up the children from school. M has not suggested that this cannot be a solution and it is obvious that it can be. On the other hand, if the issue is supervision of schoolwork, there is abundant evidence, which M does not challenge, that F supervised the Children's home-based learning during the Circuit Breaker period, which was after the interim judgment was granted (see the Judgment at [12]). This suggests that he is a committed father who will satisfactorily supervise their schoolwork.

14 Finally, we turn to *VXM*. We do not think that the court intended to state a hard rule that there cannot be overnight access where the next day is a school day because that would disrupt schoolwork. Access is a fact sensitive inquiry based on a multitude of factors. A careful reading of *VXM* would make it clear that the court's concern was that the elder child was starting primary school and

would benefit from a constant weekday routine. This is certainly not the case with W (who was already in primary school at the time of the Judgment) and while we accept that it is as regards R, we do not think that this in and of itself is a compelling reason why F should not be given access from Thursday. In *VXM* at [12]–[13], there was also a question of whether the father *himself* had the time to care for the children – he had a very busy work schedule. This too is not the case here for the reason stated earlier that F was a committed father who *personally* supervised the Children's home-based learning during the Circuit Breaker period.

15 We therefore leave the Judge's determination on overnight access for W and R undisturbed.

*Overnight access for X*

16 M's argument is that because the Judge did not grant overnight access as regards X from Thursday to Saturday and during the school holidays, as was the case with W and R, he was wrong to grant overnight access for X on CNY. We do not agree with M. Access on CNY is not the same as access on weekdays or during the school holidays. It is a special occasion and we see no reason to disturb the Judge's decision which provided for this exception. Ultimately, the access arrangements were calibrated to ensure that F had access to the Children so that his bonds with them were maintained and strengthened, given that M had sole care and control. It seems only correct that F has *all* the Children with him overnight on CNY eve for odd years and on the first day of CNY for even years, and not have the Children split up in the way M seeks. We are also mindful that F has no overnight access on the eve of Christmas. We therefore do not allow M's appeal on this issue.

*Remote access*

17 M seeks a reciprocal order for liberal daily remote access via Facetime, WhatsApp video and telephone calls *when the Children are with F*. The issue is not about reciprocity. The starting point is that M has sole care and control and therefore greater access to the Children than F. The Judge calibrated access in a way that he thought was appropriate to ensure that a balance was struck so that F's relationship with the Children was not impacted. The liberal remote access order was an aspect of this. We do not see any reason to disturb the Judgment that liberal daily remote access is only granted to F particularly when there is nothing (certainly no order) preventing the Children from contacting M if they so wish.

18 As for M's concern that the reciprocal remote access order is *particularly relevant* when the children are overseas with F during the school holidays, we note that such access is only for two weeks. In any case, the liberty of overseas travel is subject to F providing *inter alia* the flight details, accommodation and contact details to M. F and the children who are with him therefore remain contactable if M needs to contact them whilst they are abroad.

***Matrimonial Assets***

19 Both parties appeal on the division of matrimonial assets. I deal with M's first.

*Direct Contributions*

20 There are two primary assets – the matrimonial home and the Netlink Trust ("NLT") shares. Parties have agreed that they will retain assets that are in their sole name (see the Judgment at [17]). The NLT shares do not fall within this agreement and the parties do not assert that they do.

21 In order to arrive at the direct contribution ratio, the Judge used the parties' direct contributions to the matrimonial home as a barometer of their direct contributions towards *all* the matrimonial assets. Taking this approach, he arrived at an initial ratio of 64:36 in F's favour. He then applied an uplift to M's share to account for the fact that she was the sole contributor of the acquisition costs of the NLT shares, and also to give her credit for the dividends that F received on the shares which were not given to her. It is common ground that M gave F $200,00 to acquire the NLT shares of which F used $160,000. With this uplift, the Judge arrived at the ratio of 60:40 in F's favour. In other words, a swing of 8% against F or in favour of M. M criticises this by submitting that the Judge should have assessed the contributions towards each asset individually to ascertain the overall direct contribution ratio rather than use the barometer approach.

22 We agree with M. In essence, despite adopting the global assessment methodology, the Judge did not assess the parties' contributions towards the NLT shares. While M initially took the position that the classification methodology should be used as different direct contributions were made by the parties to different assets, counsel for M, Mr Yap accepted that the global classification method was appropriate. We are of the view that this concession is correct. In our judgment, the global assessment methodology is the appropriate approach.

23 Under the global assessment methodology, the court has to assess the contribution of each party to each matrimonial asset in arriving at the direct contribution ratio. With respect, the Judge's approach of using the parties' contributions for the matrimonial home as a proxy/barometer for contributions to the NLT shares and to make a specific adjustment thereafter to account for the contributions of M to that asset is incorrect in principle. Where the Judge

erred in principle, there is basis for appellate intervention (see *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 at [53]). Further, the Judge's approach is inexact in attributing a proper value for the contribution made by M towards the NLT shares. To explain, the total direct contribution of both parties towards the matrimonial home as assessed by the Judge was $1,723,802.77 (see the Judgment at [28]). An 8% swing in favour of M is equal to $137,904.22. This means that the Judge valued M's direct contribution towards the NLT shares to be $137,904.22. However, M's direct contribution towards the acquisition of the NLT shares was in fact $160,000, *without even taking into account the dividends and the remaining $40,000 that F did not use to buy the shares* (see [26] below).

24 F argues that the Judge was wrong in giving M credit for the NLT shares as M gave him the $200,000 *as a gift* to enable him to buy the shares (see the Judgment at [19]). M denies this and says that she entrusted the sum to F for the purpose of buying the NLT shares. The Judge made no finding on whether the $200,000 was a gift. He found that even if it were a gift, it would nonetheless be regarded as a matrimonial asset (see the Judgment at [20]). We agree. The law in this regard is clear and settled – even if the sum was an inter-spousal gift, it ought to remain as part of the pool of matrimonial assets because *inter alia* the initial effort expended by the donor spouse in the acquisition of the gift should be acknowledged and recognised (see *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 at [40]–[41]). It follows therefore that if the $200,000 was to be treated as a matrimonial asset, the NLT shares ought to be treated as a matrimonial asset since they were purchased with $160,000 of the $200,000 that was given by M to F.

25 Accordingly, the ratio for direct contributions has to be reset based on the actual direct contribution of the parties for each asset. For the NLT shares,

we include the NLT shares in the pool of matrimonial assets and take into account M's direct contribution to this asset of $160,000 (see [30] below). This brings us to some related issues.

26 First, as noted earlier, while M actually gave F $200,000 to buy the NLT shares, F only used $160,000 of that, leaving $40,000 which M seeks an order for return of pursuant to s 112(5)(*g*) of the Women's Charter (Cap 353, 2009 Rev Ed). The sum was not paid back by F to M. The Judge did not deal with appropriate treatment of the $40,000, nor did he order payment of the sum as sought by M. In our view, this sum should not be ordered to be paid back as the court in ancillary matters does not, generally speaking, enforce debts owed by one spouse to the other. It seems to us that this sum should be properly regarded as a matrimonial asset *which M fully contributed towards*.

27 The issue before the Judge was whether the $200,000 was an inter-spousal gift. He concluded that even if it were an inter-spousal gift, it would be regarded as a matrimonial asset. To the extent that $160,000 of the $200,000 was invested in the NLT shares, the said shares were also matrimonial assets. Similarly, the sum of $40,000 would also be a matrimonial asset being part of the $200,000. As such, it should be divided in accordance with the structured approach in *ANJ v ANK* [2015] 4 SLR 1043. We therefore do not think that an order for payment of this sum to M is appropriate. Instead, we include the $40,000 in the pool of matrimonial assets and take into account the fact that the direct contributions to this asset were fully made by M (see [30] below).

28 The second related issue concerns the dividends that were declared on the NLT shares. As noted earlier, these were never paid to M and were retained by F. In giving M an uplift on the initial ratio for direct contributions that he arrived at, the Judge treated the dividends as part of the matrimonial assets

which M should be given credit for. M submits that she ought to be entitled to a share of the dividends. We agree. As the NLT shares are matrimonial assets, the dividends arising from those shares would also be matrimonial assets. Since M solely contributed towards the acquisition costs of the NLT shares, credit for the dividends declared should also go to her solely. For the same reasons as the NLT shares, we find that the Judge, with respect, erred in taking the dividends into account by way of an uplift (see [23] above). On appeal, F has quantified the dividends received at $39,122.80. However, counsel for F, Mr Tan accepted that the correct amount ought to be $39,066. Mr Yap was prepared to accept this figure as correct. Accordingly, we include the $39,066 in the pool of matrimonial assets and take the direct contributions to this asset as having been fully made by M (see [30] below).

29 There is one final point relating to direct contributions. This concerns F's appeal in AD 11. F submits that the Judge erred in failing to take into account the updated contributions of the parties towards their mortgage payments. We agree with F. The Judge used the mortgage payments, both for payments in cash and through CPF, up to June 2020. However, he had before him data until October 2021 which was closer in time to the date of hearing of the ancillary matters. It is settled law that the date for valuation of matrimonial assets ought to be the date of the hearing of the ancillary matters. That is also what the Judge had stated. This being the case, the Judge ought to have used the mortgage payments up to October 2021. In this regard, we adopt the figures set out in the Joint Summary, which reference F's written submissions in the ancillary matters. On this basis, the updated mortgage payments for F and M, should be as follows:

(a) For F – a total of $717,034.24 comprising (a) $612,034.24 for payments in cash, and $105,000 for payments through CPF; and

(b) For M – $105,000 comprising solely payment through CPF.

30 In the circumstances, in terms of direct financial contribution to the matrimonial assets, a revised ratio should be ascertained based on the mortgage payments up to October 2021, and the full extent of M's contribution towards the NLT shares which would be $160,000, the dividends that F received on those shares which would be $39,066 and the $40,000 from the $200,000 that was not returned by F to M. The parties' contributions and revised ratio are as follows:

| **S/N** | **Items** | **Father's Contributions ($)** | **Mother's Contributions ($)** |
|---|---|---|---|
| 1. | Undisputed contributions to the matrimonial home (see S/N 1 to 7 of the table in the Judgment at [28]) | 454,700.00 | 535,800.00 |
| 2. | Mortgage contributions up to October 2021 (see [29] above) | 717,034.24 | 105,000.00 |
| 3. | NLT Shares (see [25] above) | - | 160,000.00 |
| 4. | Remaining $40,000 for purchase of shares (see [27] above) | - | 40,000.00 |
| 5. | Dividends (see [28] above) | - | 39,066 |
| Total | | 1,171,734.24 | 879,866 |
| Ratio | | 57.1% | 42.9% |

31 We allow the parties' appeals on the Judge's finding on the parties' respective direct financial contributions and adopt the ratio of 57.1:42.9 in favour of F.

*Indirect contributions*

32 M appeals against the indirect contribution ratio that the Judge arrived at which was 50:50. She seeks an indirect contribution ratio of 70:30 in her favour. Before the Judge, she had sought a ratio of 80:20 in her favour. We see no reason to disturb the Judge's conclusion. This was a fairly short marriage, both parties were working with successful careers and there was significant grandparental and domestic support in bringing up the Children.

33 M submits that as she was the primary caregiver for the Children, that should be a factor to increase the ratio in her favour. We do not place weight on M's argument that she was the primary caregiver for the children as she had an active career and received strong secondary support as stated above.

34 We note that M has relied on the fact that she had undergone several unsuccessful IVF procedures, sacrificed opportunities for overseas training as she was pregnant and supported F when he was undertaking an MBA programme. We discount M's inability to go for overseas training because she did convert to a local medical programme and complete her specialist training. While the IVF treatment and the support she offered F during his MBA programme are important considerations, the Judge did direct his attention to all the relevant factual indicators, including the factors that M has flagged, in determining the ratio of the parties' indirect contributions. It cannot be said that his decision was clearly unjust and inequitable. For the avoidance of doubt, we do not have regard to F's identification of the investment opportunity in the NLT shares as a factor that shifts the indirect contribution ratio as he has not appealed on that issue. We do not disturb the Judge's finding that the indirect contribution ratio ought to be 50:50.

35 Given the adjustment to the direct contribution ratio (see [31] above), we find the average ratio for the division of matrimonial assets is 53.55:46.45 in favour of F. This ratio should be applied to the matrimonial home, the NLT shares, the dividends that F received on those shares which would be $39,066 and the $40,000 that was not returned to M by F.

***Maintenance for the children***

36 This is F's appeal only. He raises a myriad of issues with regard the $6,000 monthly maintenance (with effect from 1 January 2022) and the lump sum backdated maintenance of $85,000 that he was ordered to pay for the Children. Before we examine the points raised, it must be pointed out that appellate intervention is only warranted if there is an error of law or principle, or if the court has failed to appreciate certain material facts. The appeal process should not be used to nitpick on items of claim.

37 As regards maintenance of the Children, M submitted in the Joint Summary that the total monthly expenses was $14,335.55 and the Children's share of monthly household expenses was $2,763 (see the Judgment at [33]). The Judge found M's expenses to be inflated and exaggerated. As stated earlier, the Judge arrived at a figure of $10,500 and $1,500 for monthly expenses and share of monthly household expenses respectively. In doing so, he adopted M's estimations for "medical expenses, insurance, dental visits, clothes, grooming and school fees" (see the Judgment at [35]).

*School fees*

38 F submits that R's school fees ought to be $15 per month. However, M had claimed $875 per month on the basis of R's pre-school fees (see the Joint Summary). The Judge must have accepted this in view of what he had stated in

the Judgment at [35] (reproduced at [37] above). This obviously cannot be correct as R started primary school in January 2022. Further, as the order for maintenance took effect from 1 January 2022, it is only correct that R's school expenses be on the basis of primary school expenses. We therefore find that the monthly expenses should be reduced by $860 (*ie*, from $875 to $15).

*X's playgroup fees*

39 The Judge appeared to accept that X's playgroup fees were $1,800 per month on the basis of what was said in the Judgment at [35] (reproduced at [37] above). This figure is based on M's 10 December 2020 affidavit. However, in the Joint Summary, which is dated 15 October 2021, M amended this figure to $1,300 per month. M does not seem to challenge the fact that the Judge used $1,800 instead of $1,300. Instead, she submits that $1,800 should stand because $1,300 excludes enrichment activities. However, the Judge was only awarding *school fees* (*ie* playgroup fees) in relation to X and used $1,800 incorrectly. Accordingly, to the extent that X's playgroup fees were $1,300, that, and not $1,800, should have been awarded. Thus, a reduction of $500 from the monthly expenses to account for this ought to be made.

*Formula milk for X*

40 F contends that X does not drink formula milk, which costs $200 per month, any longer. M does not accept F's contention. Unlike the school fees, it is unclear whether the Judge took this point into account. What is clear is that the Judge did reduce the monthly expenses from $14,335.55 to $10,500. The Judge also considered that X was transitioning from an infant and enrolling in kindergarten. Consequently, we decline to make this adjustment.

*School bus*

41 F contends that W and R do not take the school bus. M does not dispute this assertion. This appears to be a post-Judgment development. It should therefore be the subject of a variation application. However, Mr Yap has not raised an issue with our dealing with this point. The amount in question is $564 per month. It should be deducted from the monthly expenses.

*Enrichment classes cap*

42 The Judge set a cap of $3,000 for enrichment classes for W and R. F seeks to have this reduced to $2,000 on the basis that they have stopped taking taekwondo and swimming classes. However, it is entirely possible that the W and R may resume these classes or take other types of lessons. Further, as M pointed out, that R had stopped taking taekwondo classes was disclosed in M's 10 December 2020 affidavit. Further, R appears to have moved on to another enrichment class. The Judge imposed a $3,000 cap recognising that the cap was not specific to any type of class. We therefore see no merit in F's point and dismiss this challenge accordingly.

*Share of household expenses*

43 F seeks to adjust the share of the monthly household expenses down from $1,500 to $1,000. The essence of F's argument appears to be that as W and R would spend about 35% of the time with him, he should not bear the full household expenses. As a preliminary point, this is not entirely consistent with authority – see *VOD v VOC and another appeal* [2022] SGHC(A) 6 ("*VOD*"). In *VOD* at [136], it was stated that "[t]he usual practice is that where the parties both earn income and the wife has care and control of the child, the husband will still be ordered to bear a portion of the child's expenses paid by the wife.

This is so even where, as is common, the husband has some weekend access and also weekday access to the child." In any case, the Judge had already cut M's claim in this regard down from $2,763 to $1,500 per month. We decline to make the further adjustment that F seeks.

44 In view of the points above, we would allow the appeal on maintenance for the Children by adjusting the monthly expenses in the manner stated above – (a) a reduction of $860 for R's school fees, (b) a reduction of $500 for X's playground fees and (c) a reduction of $564 for W and R's taking of the school bus. This would reduce the monthly expenses from $10,500 to $8,576. We do not disturb the Judge's finding of an additional $1,500 for the Children's share of monthly household expenses. Rounding to the nearest $100, we find that F is to bear half of the monthly expenses (a total of $5,000) to be deposited in M's bank account at the start of each month with effect from 1 January 2022. Parties do not dispute that the share should be equal.

***Backdated lump sum maintenance***

45 F was originally ordered to pay backdated maintenance of $95,000 for the period between the interim judgment and the date of the Judgment, *ie*, 10 March 2020 and 21 December 2021. This was revised to $85,000 at the hearing on 20 January 2022. It should be noted that F does not assert that he faces hardship in making this payment.

46 It is not entirely clear how the Judge arrived at the original sum of $95,000, and why it was subsequently reduced to $85,000. Mr Yap offered various postulations none of which provide a completely satisfactory answer. However, the appropriate way to look at this issue is to ask whether the $85,000 is reasonable. In this regard, we have arrived at the sum of $5,000 as being F's share of the monthly maintenance for the Children. Applying this sum to the

period that is the subject of the backdated maintenance *(ie* 10 March 2020 to 21 December 2021), the total maintenance would be $105,000 on the basis of 21 months.

47 F asserts that he had contributed maintenance of $29,949.57 in total for the period from 1 July 2019 to 31 December 2019 (see the Judgment at [34]). This is not in the period for the backdated maintenance allowed by the Judge.

48 F also asserts that he had contributed $43,356 towards the Children's maintenance for the period April 2020 to December 2021. This was based on a letter dated 4 January 2022 to the court which the Judge had regard to in reducing the backdated maintenance to $85,000 at the hearing on 20 January 2022. Those contributions fall within the relevant period. However, of those contributions, F was only able to prove about $7,736.66. Accordingly, if credit is given for this sum, the shortfall in maintenance is $97,263.34 (i.e. $105,000 less $7,736.66). This is well above the $85,000 that was awarded by the Judge. It seems to us that there is no basis for appellate intervention.

49 Before us, F also relies on a contribution of $42,899 to the Children's Child Development Account ("CDA") which was not raised as a deductible in the letter dated 4 January 2022 referred to above. Thus, it was not argued and the Judge did not take it into account. As such, we do not take it into consideration.

50 Finally, F's complaint appears to be that M has the means to maintain the children and he has already provided a lot. The former is not a basis for not ordering maintenance for the Children as the responsibility is shared between the parents. Given the somewhat equal earning power between the parties, the responsibility should be shared equally as the Judge has found and F does not

challenge this. This being the case, if F did not contribute his equal share for the relevant period, backdated maintenance ought to be ordered. The fact of the matter is that based on the numbers above, F has not borne his share of the expenses for the Children.

51 We therefore dismiss the appeal on this issue.

***Costs***

52 On the question of costs, both parties succeeded in some aspects of each of their appeal and failed in others. In the circumstances, we order parties to bear their own costs of their respective appeals with the usual consequential orders.

Belinda Ang Saw Ean
Judge of the Appellate Division

Kannan Ramesh
Judge of the High Court

Hoo Sheau Peng
Judge of the High Court

Yap Teong Liang and Tan Hui Qing (T L Yap Law Chambers LLC) for the wife;
Tan Wen Cheng Adrian (August Law Corporation) for the husband.