

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2022] SGHCF 15

Divorce (Transferred) No 5533 of 2020

Between

WFE

... Plaintiff

And

WFF

... Defendant

JUDGMENT

[Family Law — Matrimonial Assets — Division]

[Family Law — Maintenance]

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WFE

v

WFF

[2022] SGHCF 15

General Division of the High Court (Family Division) — Divorce
(Transferred) No 5533 of 2020
Choo Han Teck J
19 May 2022, 3 June 2022

8 July 2022

Judgment reserved

Choo Han Teck J:

1 The plaintiff wife (“the Wife”) and the defendant husband (“the Husband”) were married on 28 June 1997. Their marriage lasted 24 years before the Wife filed for divorce on or about 4 December 2020. Interim judgment (“IJ”) was granted on 15 July 2021. The Wife works as a locum doctor at Ng Teng Fong General Hospital. The Husband was a Major at the Singapore Armed Forces but retired in 2008 and became a homemaker. The parties have three sons, aged 22, 19 and 16 respectively. Pursuant to the IJ, the parties agreed to have joint custody and shared care and control of their minor children. The only two issues before me are (1) the division of matrimonial assets; and (2) the children’s maintenance.

2 On the issue of division of matrimonial assets, the parties disagree as to whether the Wife’s CDP Account No ending 5068, valued at \$3,007,166.98, is

part of the matrimonial assets. The Wife wants that account excluded because it was created in her sole name in 1992, long before the parties were married. She further says the shares in the CDP account were either (i) purchased using inheritance monies from her late father who passed away in 1999; or (ii) transferred directly from her late father's estate.

3 The Husband says that there is no evidence that the assets in the CDP account were derived solely from the Wife's inheritance. He says that it is inconceivable that the Wife's inheritance monies, \$235,679.92, could have grown to \$3,007,166.98 over 23 years at a consistent rate of return of 11.71% per annum. The Husband says that it is more plausible that the Wife continued to invest her income into her CDP account during the course of their marriage and therefore, the CDP account contains co-mingled funds and should be included in the matrimonial pool.

4 Section 112(10) of the Women's Charter 1961 (2020 Rev Ed) ("WC") provides that "matrimonial asset" does not include any asset that has been acquired by one party by gift or inheritance, unless it is a matrimonial home or it has been substantially improved by the other party during the marriage. The party who asserts that an asset is not a matrimonial asset bears the burden to prove it on a balance of probabilities (*USB v USA and another appeal* [2020] 2 SLR 588 at [31]). In the present case, I am of the view that the Wife has not proven that all the shares in CDP Account No ending 5068 were acquired by inheritance from her late father. She only provided one CDP statement dated July 2021 and an incomplete transaction history of selected shares from 2005 to 2021. There is no evidence of any direct transfers from her late father's estate to her CDP account, nor evidence suggesting that her subsequent purchases were funded by inheritance monies. Although her CDP statement dated July 2021 shows some common shareholdings as her father's Schedule of Assets in

the Grant of Probate, there are also major differences in shareholding that have not been accounted for. I am not satisfied, on a balance of probabilities, that all the shares in CDP Account No ending 5068 were derived from the Wife's inheritance from her late father. Therefore, I find that the account should be included in the matrimonial pool. How that is to be divided is a separate exercise.

5 The Wife says that the Husband had unilaterally withdrawn \$40,000.00 from the parties' joint POSB account and that the sum should be included in the matrimonial pool. The Husband explains that he withdrew the \$40,000.00 to purchase a Honda Fit vehicle which was used as the family car after the Wife left the matrimonial home with their previous family car. I accept the Husband's explanation, and hold that the Honda Fit vehicle forms part of the matrimonial pool.

6 In view of my findings above, the total value of the matrimonial asset pool is as follows:

| S/N | Manner of Holding | Asset | Net Value / in SGD |
|--|-------------------|-------------------------------------|--------------------|
| 1. | Joint Names | Property at Toh Tuck Walk Singapore | 4,300,000.00 |
| 2. | | CDP Account No ending 5239 | 66,479.55 |
| 3. | | POSB Account No ending 7717 | 0 |
| 4. | | POSB Account No ending 0925 | 4,265.71 |
| Sub-total for assets under joint names | | | 4,370,745.26 |
| 1. | | Car (SKU) | 38,500.00 |

| | | | |
|--|----------------|--|--------------|
| 2. | Wife's name | NTUC Shares | 42,400.00 |
| 3. | | POSB Account No ending 0472 | 74,793.73 |
| 4. | | DBS Account No ending 7755 | 51,573.05 |
| 5. | | OCBC Account No ending 7001 | 96,135.66 |
| 6. | | OCBC Account No ending 1001 | 7,365.22 |
| 7. | | CDP Account No ending 5068 | 3,007,166.98 |
| 8. | | CPF | 488,353.00 |
| 9. | | Prudential Policy No ending 2522 | 125,360.82 |
| 10. | | Prudential Policy No ending 1631 | 34,266.99 |
| Sub-total for assets under Wife's name | | | 3,965,915.45 |
| 1. | Husband's name | Standard Chartered Bank Account No ending 9807 | 1,443.58 |
| 2. | | POSB Everyday Savings Account No ending 2982 | 144,504.23 |
| 3. | | CDP Account No ending 0296 | 738,938.50 |
| 4. | | NTUC Shares | 51,500.00 |
| 5. | | CPF | 319,260.27 |
| 6. | | Honda Fit | 67,452.00 |
| 7. | | Great Eastern Whole Life Policy No ending 2285 | 172,959.00 |
| Subtotal for assets under Husband's name | | | 1,496,057.58 |
| Total assets | | | 9,832,718.29 |

7 I now turn to the issues of the parties' direct financial contributions. The parties disagree on the apportionment of their respective direct financial contribution for the following matrimonial assets:

- (a) Property at Toh Tuck Walk "Toh Tuck Property");
- (b) CDP Account No ending 5239; and
- (c) Great Eastern Whole Life Policy No ending 2285 ("Great Eastern Insurance Policy").

8 The Toh Tuck Property was purchased on 25 March 2012 for \$3,200,000.00 and used as the parties' matrimonial home. Payment for the Toh Tuck Property came from the following sources:

- (a) \$220,000.00 from the sale proceeds of the Novena Lodge property which was purchased in the Wife's sole name ("Novena Lodge Proceeds");
- (b) \$2,031,353.68 from a Merrill Lynch Account jointly held by the parties ("Merrill Lynch Transfers");
- (c) \$580,156.92 from the sale proceeds of the parties' Pulasan Road property which was the parties' previous matrimonial home ("Pulasan Property Net Proceeds");
- (d) \$88,249.41 from the sale of the Husband's UOB Kay Hian shares;
- (e) \$349,000.00 from the Husband's CPF;
- (f) \$296,000.00 from the Wife's CPF; and

(g) \$259,665.00 from the parties' joint bank account for the renovation of the property ("Renovation Cheques").

9 In relation to the Novena Lodge Proceeds, the Wife says that the \$220,000.00 should be deemed as her sole contribution towards the Toh Tuck property. She says that the Novena Lodge property was purchased in 1996 before the parties were married and funded by cash gifts from her late father and her own savings. The Husband says that the Novena Lodge Proceeds should be considered as equal contributions from both parties. He says the transfer of title of the Novena Lodge property was completed on 4 October 2001, after the registration of the parties' marriage in 1997, and further, that the Wife transferred the sale proceeds from her personal OCBC account to the parties' joint DBS account in May and June 2012, which suggests that she intended to share the sale proceeds with him.

10 I agree with the Husband's point. The nature of joint accounts is that joint owners have the unity of interest over the entirety of the account and the right of survivorship — on the death of one joint owner, his rights to the joint account are extinguished and the surviving joint owner takes the entire interest. A rebuttable presumption arises from the Wife's transfer of the sale proceeds of Novena Lodge property from her personal account to the parties' joint account. It is presumed that she would share the sale proceeds with her Husband. This is especially when the transfers were made in May and June 2012, well before any acrimony in the marriage had arisen between the parties. The Wife has not offered any explanations to rebut the presumption. It seems to me that during the happy days of their marriage, the Wife shared her assets with her Husband out of love for him, but now that the marriage has broken down, she wants to resile from her original position. I am of the view that both parties contributed equally in relation to the Novena Lodge Proceeds.

11 In relation to the Merrill Lynch Transfers, the Wife says that the \$2,031,353.68 should be deemed as her sole contribution towards the Toh Tuck property. The Wife says the Merrill Lynch Transfers were derived from her inheritance of her late father's estate. The Wife says that her late father's shares were initially transferred into a trust company, AG Ltd, to be divided three ways between the Wife and her siblings. Her portion of the shares was subsequently transferred into a joint Merrill account with the Husband. She then made three separate transfers from the parties' joint Merrill Lynch account to the parties' joint POSB account to pay for the purchase of the Toh Tuck Property. The remaining shares in the parties' joint Merrill Lynch account were transferred into the parties' joint CDP account, which I will address later.

12 The Husband says that the Wife has not produced sufficient evidence to prove that the Merrill Lynch Transfers were from her inheritance, and that even if the monies were derived from her inheritance, they had lost their character as inheritance when she transferred the monies into the parties' joint accounts and used them to acquire matrimonial property for the family. The Husband says that the Merrill Lynch Transfers should therefore be deemed as equal contributions from both parties.

13 I agree. Although the Wife showed some evidence suggesting that the Merrill Lynch Transfers were derived from her inheritance, the money should be included in the matrimonial pool since it was used to acquire the parties' matrimonial home. I am of the view that the Wife intended to share her inheritance with the Husband in transferring the shares held in AG Ltd to a joint Merrill Lynch account with her Husband. The Wife could have transferred those shares to an account in her sole name but she transferred them to a joint-named account with her Husband. The Wife says that the fund manager of the joint account only liaised with her and that the Husband did not make any substantial

improvement to the account. But that does not detract from the fact that the Husband is a joint owner of those shares with the unity of interest and the right of survivorship.

14 Furthermore, the Wife transferred the monies from the parties' joint Merrill Lynch account to the parties' joint POSB account to pay for the Toh Tuck Property. Again, if the Wife's position was that the money in the joint Merrill Lynch account was her own inheritance that was not to be shared with her Husband, she could have transferred the monies to any of her sole name bank accounts. Instead, she transferred the monies to the parties' joint account before purchasing the Toh Tuck Property. This supports my finding that throughout the parties' marriage, the Wife shared her own assets, including her inheritance, with her Husband, presumably to ensure that both enjoyed an equal sense of ownership over their matrimonial assets. Although the marriage may not have worked out in a manner that the parties had expected, the Wife cannot simply resile from her initial positions and reverse the gifts she made to her Husband. Consequently, I find that both parties had contributed equally for the Merrill Lynch Transfers.

15 Turning to the Pulasan Property Net Proceeds, the Wife says that \$547,569.72 should be deemed as her direct contribution to the Toh Tuck Property, with the remaining \$32,587.20 being the Husband's contribution. She says that the court should trace the parties' contribution to the Pulasan Property instead of dividing the funds equally on the basis that the property was jointly owned by the parties (*Ang Teng Siong v Lee Su Min* [2000] 1 SLR(R) 90). The Pulasan Property was purchased in November 1996 for \$805,000.00 and sold in 2011 for \$945,000.00. The Wife says that the parties made CPF contributions towards the purchase of the Pulasan Property, with her contributing \$18,110.28 and the Husband, \$298,732.80. She says that the balance purchase price was

paid through a bank loan that has since been fully repaid with her inheritance monies.

16 The Husband says that the Pulasan Property Net Proceeds should be apportioned 50:50 since the property was bought in the parties' joint names and used as the previous matrimonial home of the parties. He says that in addition to his CPF contributions, he had paid monthly maintenance fees, repair and furnishing fees over the 14 years that the parties lived in the house.

17 I am of the view that the proceeds of sale of the Pulasan Property, *ie* \$945,000.00, should be divided equally between the parties. The husband, as a joint tenant of the Pulasan Property, is presumed to own half the beneficial interest in that property. The Wife's assertions that she took up a bank loan and fully repaid the bank loan using her inheritance monies were not backed up by any evidence. Even her account of the parties' respective CPF contributions was merely based on "the best of [her] recollection". Given the dearth of documentary evidence on the purchase of the Pulasan Property, it is only fair to apportion the proceeds of sale equally between the joint owners of the property. The Pulasan Property was sold for \$945,000.00 which means that each party is entitled to \$472,500.00. Given that \$298,706.92 has been refunded to the Husband's CPF account, the Husband is entitled to \$173,793.08 of the Pulasan Property Net Proceeds. I accept the Wife's submission that the parties should shoulder the burden of their interim residence pending the purchase of the Toh Tuck Property, and I thus deduct a further \$19,275.00 from the Husband's entitlement. Therefore, in relation to the Pulasan Property Net Proceeds, I find that the Husband is deemed to have contributed \$154,518.08 and the Wife is deemed to have contributed \$425,638.84.

18 In relation to the Renovation Cheques, the Wife initially said that the total renovation costs of \$271,748.00 were paid separately on top of the payments for the purchase of the Toh Tuck Property. She changed her position subsequently and now says that the sum of \$229,466.00 were not separate payments but included in the payment for the Toh Tuck Property. However, the Wife did not adduce any evidence other than 13 receipts for the total sum of \$271,748.00. I am of the view that the total cost of renovation should be based on the total sum of these receipts. Out of the 13 receipts, two receipts for the sum of \$31,875.00 and \$10,407.00 were paid from the Wife's OCBC Account No ending 7001. The remaining amount of \$229,466.00 was paid from the parties' joint POSB account. Therefore, I find that the sum of \$42,282.00 should be attributed solely to the Wife, and the remaining amount of \$229,466.00 should be attributed equally to both parties.

19 Therefore, the parties' direct contribution to the Toh Tuck Property can be summarized as follows:

| S/N | Item | Wife's Contribution | Husband's Contribution |
|-----|--------------------------------|---------------------|------------------------|
| 1 | Novena Lodge Property Proceeds | \$110,000.00 | \$110,000.00 |
| 2 | Merrill Lynch transfers | \$1,015,676.84 | \$1,015,676.84 |
| 3 | CPF Monies | \$296,000.00 | \$349,000.00 |
| 4 | Sale of Shares | \$0 | \$88,249.41 |
| 5 | Pulasan Property Net Proceeds | \$425,638.84 | \$154,518.08 |

| | | | |
|---------------------------------|--------------------|----------------|----------------|
| 6 | Renovation Cheques | \$157,015.00 | \$114,733.00 |
| Total paid by each party | | \$2,004,330.68 | \$1,832,177.33 |
| Total | | \$3,836,508.01 | |
| Percentage | | 52.2% | 47.8% |

20 I now consider the parties' direct contributions to the joint CDP Account No ending 5239. The Wife says that the shares in the parties' joint CDP account came from her inheritance in her father's estate. However, as I have found above, even if the shares were derived from her late father's inheritance, the Wife transferred the shares to the parties' joint Merrill Lynch account. This raises the presumption that the Wife intended to share the inheritance with the Husband. After the purchase of the Toh Tuck Property, the remaining shares were once again transferred into the parties' joint CDP account. This indicates that the Wife had consistently acknowledged that the Husband is a joint owner of the shares. Therefore, I find that the direct contribution to the joint CDP Account No ending 5239 should be apportioned equally between the parties.

21 Lastly, the parties also disagree on their direct contributions to the Husband's Great Eastern Insurance Policy. The Great Eastern Insurance Policy had been in force since 1986. The Wife says that she paid four years of insurance premium for the Great Eastern Policy (out of 36 years) and should be deemed to have contributed 11% of the Great Eastern Insurance Policy. The Husband does not dispute the Wife's contribution but says that the parties had an arrangement under which the Wife would receive the full surrender value of the Great Eastern Insurance Policy upon the maturity of the policy. The relevance and legal bases of the Husband's argument are unclear. Given that the Husband

does not dispute the Wife's contributions, I find that the Wife made a direct contribution of 11% to the Great Eastern Insurance Policy.

22 This was a long marriage, and like most broken marriages, there would have been a happier time in which sharing was the order of the day. This is one such example, and we should therefore examine the matrimonial assets then accumulated, in that light, not after the marriage is gone, when the couple (adapting the words of the poet Lang Leav) were "like two different clocks that no longer tock as one".

23 In view of my findings above, the parties' direct contribution to the matrimonial assets are as follows:

| S/N | Asset Description | Husband's Contribution | Wife's Contribution |
|---------------|-----------------------------|---------------------------|---------------------------|
| Joint Assets | | | |
| 1. | Toh Tuck Property | \$1,832,177.33 (47.8%) | \$2,004,330.68 (52.2%) |
| 2. | CDP Account No ending 5239 | \$33,239.78 (50%) | \$33,239.78 (50%) |
| 3. | POSB Account No ending 7717 | 0 | 0 |
| 4. | POSB Account No ending 0925 | \$2,132.86 (50%) | \$2,132.86 (50%) |
| Wife's Assets | | | |
| 5. | Car (SKU) | \$4,620.00 (12%) | \$33,880.00 (88%) |
| 6. | NTUC Shares | 0 | \$42,400.00 (100%) |

| | | | |
|------------------|--|------------------------|--------------------------|
| 7. | POSB Account No ending 0472 | 0 | \$74,793.73 (100%) |
| 8. | DBS Account No ending 7755 | 0 | \$51,573.05 (100%) |
| 9. | OCBC Account No ending 7001 | 0 | \$96,135.66 (100%) |
| 10. | OCBC Account No ending 1001 | 0 | \$7,365.22 (100%) |
| 11. | CDP Account No ending 5068 | 0 | \$3,007,166.98 (100%) |
| 12. | CPF | 0 | \$488,353.00 (100%) |
| 13. | Prudential Policy No ending 2522 | 0 | \$125,360.82 (100%) |
| 14. | Prudential Policy No ending 1631 | 0 | \$34,266.99 (100%) |
| Husband's Assets | | | |
| 15. | Standard Chartered Bank Account No ending 9807 | \$1,443.58 (100%) | 0 |
| 16. | POSB Everyday Savings Account No ending 2982 | \$144,504.23 (100%) | 0 |
| 17. | CDP Account No ending 0296 | \$738,938.50 (100%) | 0 |
| 18. | NTUC Shares | \$51,500.00 (100%) | 0 |
| 19. | CPF | \$319,260.27 (100%) | 0 |

| | | | |
|--------------------|--|-----------------------|----------------------|
| 20. | Honda Fit | \$67,452.00 (100%) | 0 |
| 21. | Great Eastern Whole Life Policy No ending 2285 | \$153,933.51 (89%) | \$19,025.49 (11%) |
| Total Contribution | | \$3,349,202.06 | \$6,020,024.26 |
| Percentage | | 35.75% | 64.25% |

24 I now address the issue of the parties' indirect contributions. The Wife says that she made substantial indirect financial contributions towards the children's expenses, family vacations, car expenses, maintenance of the matrimonial home and household expenses. She estimates that her total indirect financial contribution should be valued at \$1.2 million for the past 25 years. She says that she reduced her working hours from 1999 to 2015 so that she could take care of the children and that she was the sole caregiver of the children until the Husband retired in 2008.

25 The Husband accepts that the Wife was the primary caregiver of the children before he retired but says that he assisted with the household chores and took care of the children after working hours and on weekends. He says that since he retired in 2008, he has been and continues to be the primary caregiver of the children. He also says that he contributed to the upkeep of the matrimonial home, such as pruning the trees, terminating pest infections and fixing household items, and had contributed to the household expenses, children's expenses and holiday expenses.

26 I am of the view that both the Husband and the Wife made substantial indirect contributions to the family in their 24 years of marriage and their indirect contributions should be apportioned 55:45 in favor of the Wife. Both

parties made sacrifices during the course of their marriage to meet the needs of the family. Before the Husband's retirement, the Wife reduced her working hours to one day a week to take care of their young children. The Husband took over as the primary caregiver of the children after his retirement, and that enabled the Wife to increase her working days to three days a week to meet the household expenses. Considering the parties' mutual support and joint parenting efforts, I am of the view that the indirect contribution should tend towards an equal apportionment between the parties. I recognize that the Wife was juggling between working part-time and caring for the children even though she had a heart condition. However, she could not have done so without the support of her Husband. Therefore, adopting a broad-brush approach, I am of the view that indirect contributions should be apportioned 55:45 in favor of the Wife.

27 Therefore, taking the average between the ratio of the parties' direct contributions and indirect contributions, the Wife should be entitled to 59.63% of the matrimonial assets and the Husband should be entitled to 40.37%. Since the total value of the matrimonial assets is \$9,832,718.29, the Wife is entitled to \$5,863,249.92 and the Husband is entitled to \$3,969,468.37. I make the following orders to reflect the parties' respective entitlement to the matrimonial pool:

- (a) Each party to retain assets under his/her own name;
- (b) the parties' joint accounts, CDP Account No ending 5239 and POSB Account No ending 0925, to be given to the Husband; and
- (c) the Toh Tuck Property to be sold in the open market within 12 months from the date of this judgment at a reasonable price within the market value. The net proceeds of sale, after reimbursing parties'

CPF contributions and deducting the costs and expenses of the sale, shall be divided 56.2:43.8 in favor of the Husband.

28 Lastly, on the issue of children's maintenance, the Wife estimates that the children's monthly expenses are approximately S\$823.80 for the oldest child, S\$2,797.10 for the second child and S\$1,117.35 for the youngest child. The Wife proposes for the parties to be responsible for the children's day-to-day expenses while the children are residing with them, and to share the children's common expenses equally. The Husband agrees but proposes that the children's common expenses be fixed at S\$750.00 per month. The Husband estimated in his Affidavit of Assets and Means that the three children's total monthly expenses were S\$2,875.64. The Husband says that this figure should be recalculated downwards because the second child has completed his pre-university and will no longer need to pay school fees and tuition fees amounting to S\$1,783.30.

29 The Wife's main concern is that the second child and youngest child may decide to go to university and the monthly sum of S\$750.00 will be insufficient to cover their university fees. The Husband, however, says that the parties took up endowment policies to cover the children's tertiary expenses and that the endowment payout should be used to offset their expenses first. The Husband also says that the youngest child is unlikely to attend tertiary education because of his special needs and the endowment payout should be put towards starting a business for him.

30 I find that the Wife's estimation of the children's monthly expenses is reasonable but I accept the Husband's submission that it should be adjusted downwards because the second child is currently serving National Service and no longer needs tuition expenses. I thus order that the monthly maintenance for

the children payable by the Husband be \$3,000.00 (*ie* \$1,000.00 per child). In my view, this is a reasonable amount of maintenance that the Husband has the means to pay, given that both parties will have sufficient financial resources after the division of matrimonial assets. Although this may not be sufficient to cover the second and youngest child's tertiary expenses should they decide to go to university, the Wife can cover any shortfall with the payouts from the endowment policies which were taken up for this very purpose.

31 Each party is to bear its own costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Wong Soo Chih and Juliana Ho (SC Wong Law Chambers LLC) for
the plaintiff;
Kulvinder Kaur and Marina Sani (I.R.B Law LLP) for the defendant.
