IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 18

District Court Appeal No 109 of 2022

Between

WJM

… *Appellant*

And

WJN

… *Respondent*

JUDGMENT

[Family Law — Matrimonial assets — Division]
[Family Law — Maintenance]

WJM
v
WJN

[2023] SGHCF 18

General Division of the High Court (Family Division) — District Court Appeal No 109 of 2022
Choo Han Teck J
21 March 2023

3 April 2023 Judgment reserved.

Choo Han Teck J:

1 This is the appellant's ("the Wife") appeal against the ancillary orders of the District Judge Goh Zhuo Neng ("the DJ") in FC/ORC 5473/2022, made on 22 November 2022, concerning the division of matrimonial assets and the order for maintenance to be paid by the Wife to the respondent ("the Husband"). This marriage subsisted 22 years — the parties were married on 11 April 1998 and obtained the interim judgment of divorce on 27 April 2021. The Husband, who is 67 years old, is a Singaporean by birth. He was working at [A] Pte Ltd as a corporate account manager until 2000 when he retired due to ill health. The Wife is 49 years old and works as a beautician. She was a Vietnamese citizen until 2008 when she became a Singapore citizen. The parties have one child, aged 21, and independent.

2 Applying *ANJ v ANK* [2015] 4 SLR 1043, the DJ determined the parties' respective direct financial contributions to be 36.1% (Husband): 63.9% (Wife) and their indirect contribution to be 45% (Husband): 55% (Wife). Placing equal weightage on direct and indirect contributions, he ordered that the matrimonial assets be divided in the overall ratio of 40.55% (Husband): 59.45% (Wife). This was different from the order extracted which incorrectly stated the overall ratio as 46.6% (Husband): 54.4% (Wife). I am satisfied that this was due to a clerical error made by the DJ when providing a summary of his orders. The correct ratio was 40.55% (Husband): 59.45% (Wife).

3 The Wife says that the DJ erred in his computation of both the direct and indirect contributions. She says the DJ determined her direct contribution wrongly by, first, attributing an Additional Housing Grant ("AHG") of $20,000 entirely to the Husband instead of apportioning it equally between the parties. Secondly, she says that the DJ wrongly accepted $14,616 as the Husband's CPF contributions.

4 Counsel for the Wife, Mr Bhaskaran Shamkumar, submits that the $20,000 AHG ought to be apportioned between the parties equally. He rests his case on the admission by the Husband made at the hearing before the DJ on 16 November 2022. The question posed by the DJ to the Husband was "[i]f you were applying for this property as a single person, would you get the grant?" The Husband replied: "No. I had to have a family nucleus." Mr Shamkumar says the Husband's answer conclusively shows that the grant must be made to the family nucleus, and thus was made equally to the Wife. The Husband's response was that the AHG was paid directly to his CPF account as he was a Singapore citizen. According to him, the Wife was only a Permanent Resident at the time of receipt of the AHG, which meant she did not meet the pre-requisite

of the AHG that the applicant must be a Singapore citizen. Contrary to Mr Bhaskaran's argument, I do not think that the Husband's admission is the answer to this issue. It may be true that the Husband had to be part of a family nucleus to receive the AHG, but it is possible that the grant was given solely to him, on the condition that he is part of the family nucleus. The Husband may well be right that the Wife, as a non-citizen at the time, would not have been entitled to have the AHG paid to her or at all. The Wife, as the appellant, bears the burden of showing that the DJ erred in his reasoning, supported by sufficient proof. A simple inquiry to the Housing Development Board for a response in writing might have proved sufficient but this was not done, the result of which leaves many unanswered questions — what is the AHG? Who is the intended beneficiary of the AHG? What is the mechanism for its pay out? The burden of answering these questions lay on the appellant Wife, and these unanswered questions lead me to the conclusion that this burden has not been discharged. I thus decline to disturb the DJ's findings on this point.

5 The Wife's second argument is that the DJ erred in recognizing a sum of $14,616.00 as the CPF contribution of the Husband. She says that all the CPF contributions amounting to $67,050.00 (and not $52,904.30 as assessed by the DJ) came from her. It was recognized by the DJ, and not disputed by the Husband, that the Wife paid $67,050.00 for the CPF mortgage repayments since the Husband had already withdrawn all his CPF monies by 2001 prior to the purchase of the matrimonial home. What the Wife disputes, however, is the attribution to the Husband's CPF contributions of half of the rental profits from the tenanting of one room in the matrimonial home over a 7-year period from January 2007 to December 2013. The DJ found that there was an understanding between the parties that $348.00 (being the profit after deducting housing expenses from the monthly rental of $500.00) was to be paid to the Wife

monthly as a cash refund for the CPF contributions made by her, which amounted to $29,292.00. As the Wife was also entitled to half the rental proceeds, the DJ only credited half the rental proceeds to the Husband's CPF contributions, being the amount of $14,616.00.

6 From the Wife's written submissions, it appears that she does not dispute this understanding between the parties or that the reimbursement in fact took place. Instead, she disputes the Husband's contribution on a technicality that the sum of $14,616.00 was paid in cash and not from the Husband's CPF account. This, she says, means that the sum cannot be treated as his CPF contributions. The Wife's written submissions read (at [15]—[16]):

> 15 The Appellant avers that one of the rooms in the matrimonial flat was rented out since January 2007 for the monthly rental of $500.00. From January 2007 to December 2013, the Respondent would give the sum of $348.00 from the rental income to the Appellant. The $348.00 comprised of the sum of $174.00 being the Respondent's half-share of the monthly mortgage payment, which was a reimbursement by the Respondent to the Appellant as the Appellant had made payment for the monthly mortgage via her CPF. This payment by the Respondent to the Appellant was in cash and amounted to $14,616.00 for the period from January 2007 to December 2013.
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> 16 Therefore, the Appellant is submitting that as the sum of $14,616.00 was not paid by the Respondent via his CPF account, it should not be accounted for under the Respondent's direct financial contributions from his CPF account.

7 I am unable to accept the Wife's argument. It is not uncommon for one spouse to pay for an item of expense from one account and then receive reimbursement thereafter from the other spouse. Such a practice is not only administratively efficient, but it was, in this case, the only possible way to finance the CPF mortgage as the Husband no longer had any monies remaining in his CPF account at the time of the purchase. It was not disputed that the

payment of $14,616.00 was a reimbursement of the Wife's CPF contribution. Thus, the DJ's decision to recognize the Husband's monetary contribution as a CPF contribution, albeit by way of reimbursement, was perfectly reasonable.

8 Notwithstanding the above, the Wife further argues that in any case, the Husband had "pocketed the full monthly rental income of $520.00" from January 2014 to June 2018, which amounted to $15,600.00. Thus, the Wife claims that his contribution should be set off against his contribution of $14,616.00 to the CPF mortgage repayment. In response, the Husband says that the sum of $520.00 was retained by him as his daily living expenses because he was unemployed during that time while the Wife continued to be employed. I do not accept the Wife's argument. In my view, the rental income was legitimately used for the Husband's daily living expenses at that material time. The mutual give and take in a marriage is not rescinded *ab initio* when the union is severed. Every divorce puts an end to whatever romance is left, but that is understandable. An accounting for every cent in this way transforms the union from a marriage into a business partnership. That, is going too far. For the foregoing reasons, the direct financial contributions of the parties as determined by the DJ remain unchanged.

9 The Wife further says that the DJ determined the indirect contributions wrongly and argues that a ratio of 30% (Husband): 70% (Wife) is more appropriate in the circumstances. Her counsel's written submissions set out a detailed list of her contributions and the Husband's shortcomings. However, counsel's submissions omit the fact that the Husband contributed to the family, including taking care of their child when the Wife was at work, and helping the Wife adapt to life in Singapore. The Husband has been playing the homemaker role since 2001 when he became unemployed. This was a long marriage of

22 years, and I accept that the Husband had contributed his part in building the family. Thus, I am of the view that the DJ's assessment of 55% (Wife): 45% (Husband) for indirect contributions is reasonable.

10 For the foregoing reasons, I affirm the division of matrimonial assets as ordered by the DJ.

11 In her notice of appeal, the Wife appeals against the order of the DJ that she is to pay the Husband maintenance of $150.00 a month for a year starting from 30 November 2022. The appellant's case, however, makes no argument in support of this point. It is unclear to me whether the Wife has abandoned this ground of appeal, but in any case, I affirm the DJ's order. I am of the view that $150.00 a month is reasonable in the circumstances and is proportionate in quantum and duration to the Wife's present earning capacity.

12 After reserved judgment on 21 March 2023, the Husband wrote to make further submissions by way of an e-mail dated 23 March 2023. In it he says that the DJ erred in calculating the parties' direct financial contribution by reference to the value of their assets held in sole names. He further asks for the maintenance obligation to be extended beyond 12 months to the rest of his life.

13 First, the Husband's email was not in accordance with the proper procedure for further arguments. When a court has reserved judgment, no further submissions should be made without leave. Further, the Husband did not file a cross-appeal against the DJ's decision. Neither did he copy his email to the Wife or her counsel, thus denying the Wife a right of reply to his arguments. On this ground alone, the Husband's arguments can be rejected. In any case, I do not accept the arguments raised in his email. The value of assets held in the parties' sole names are always relevant for consideration, sometimes to make

specific apportionments and sometimes as part of a general consideration on a global basis to determine their respective contributions. Moreover, on the plea for lifelong maintenance, the Husband is essentially seeking a variation of the DJ's order. The Husband is wheelchair bound and has been certified as disabled. He thus applies for a maintenance order as an incapacitated husband. However, as the DJ found, the Wife is not a high-income earner, and the Husband is receiving aid from the Government. Further, he will be entitled to a lumpsum pay out when the matrimonial home is sold on the open market. The maintenance order was thus fair and reasonable in the circumstances, and there has not been a material change in circumstances from the time of the order and now when this appeal is heard which warrants a variation of the orders.

14 For the foregoing reasons, I dismiss the Wife's appeal.

- Sgd -
Choo Han Teck
Judge of the High Court

Bhaskaran Shamkumar (Accord Law Chambers) for the appellant;
Respondent in-person.