

Lee Hoon v Tio Heng Peng
[2008] SGHC 118

Case Number : DT 293/2006
Decision Date : 21 July 2008
Tribunal/Court : High Court
Coram : Woo Bih Li J
Counsel Name(s) : Foo Siew Fong and Nicole Loh (Harry Elias Partnership) for the petitioner;
Winston Low (Winston Low & Partners) for the respondent
Parties : Lee Hoon — Tio Heng Peng

Family Law

21 July 2008

Woo Bih Li J:

Background

1 Mr Tio Heng Peng (“the Husband”) and Mdm Lee Hoon (“the Wife”) were married on 25 August 1970. On 23 January 2006, the Wife petitioned for a divorce on the ground that the Husband had behaved in such a way that she could not reasonably be expected to live with him. Eventually, the Husband agreed that the petition would proceed on an uncontested basis with no costs for the divorce. A decree nisi was granted on 1 September 2006 with ancillaries to be dealt with later.

2 The main disputes on the ancillaries were the division of the matrimonial assets and maintenance for the Wife. The two children of the marriage are adults and there was no dispute in respect of either of them. In 2008, the Husband and the Wife are 65 years and 56 years of age respectively.

Arguments on division of matrimonial assets

3 It was not disputed that the parties owned various matrimonial assets which I will elaborate on below.

4 The matrimonial home was 67 Still Road, Singapore 423979 (“the Still Road property”), a corner terrace house. This was owned by the couple as tenants in common in equal shares. The Husband estimated the value of the matrimonial home to be \$1.65 million whereas the Wife estimated it to be \$1.3 million. Both parties worked together in the construction and renovation business through a firm and then a company known as Proceeds Resources Development Pte Ltd (“the Company”). However, they kept separate bank accounts. Most of the direct financial contributions of the parties to the acquisition of this property were not disputed except for the Husband’s cash contribution. The Wife said it was \$131,150.20. The Husband said it was \$183,060.20. As the Husband did not have documentary evidence to substantiate the difference, I adopted the figure asserted by the Wife. This meant that he had contributed 24% directly to the acquisition of the matrimonial home and she had contributed 76%. The details are stated below:

		<u>Wife</u>	<u>Husband</u>
1.	CPF	\$ 68,512.13	Nil
2.	Lump sum	\$306,424.45	
3.	1% option fee	\$ 12,800.00	
4.	Cash instalments	\$191,163.00	\$131,150.20
5.	From business 9%	\$ 57,600.00	\$ 57,600.00
6.	Stamp fee	<u>\$ 18,000.00</u>	<u>\$ 18,000.00</u>
	Total:	<u>\$654,499.58</u>	<u>\$206,750.20</u>
		76%	24%

5 The Husband also owned a property at Unit 20 of The Whistler Apartments, 15-17 Groge Road, Queenstown, New Zealand ("the NZ property"). The Wife attributed the net value to be NZ\$125,781.21 (about S\$129,555 at an exchange rate of NZ\$1=S\$1.03). She submitted that she had contributed NZ\$4,053.05 and the Husband had contributed NZ\$102,430.16 to acquire this property. She submitted that therefore the Husband had contributed 93.3% of the purchase price but this percentage appeared to be an error. Using her figures, the Husband would have actually contributed 96.2%. Although the Husband had initially suggested that she had not contributed anything towards the payment of the purchase price, his counsel did not press this point.

6 The Husband also owned some land in Fujian, China ("the China property"). Initially, he said he had sold it for RMB 1,160,000 which was estimated to be S\$227,360 (this works out to an approximate exchange rate of RMB 5.1 = S\$1). However, when the Wife relied on a receipt to show that he had actually received RMB 2,638,600 (about S\$517,372 using the same exchange rate), the Husband did not contest the receipt.

7 As for other assets, the Wife said she had 16,709 ComfortDelgro shares and 10,000 SMRT shares, about \$80,000 in cash and about \$61,000 in various accounts with the Central Provident Fund ("CPF").

8 The Husband alleged that the Wife had withdrawn money of \$200,000 from the Company in respect of a Kee Choe Avenue project and taken \$5,200 being the company's profit from a sub-letting arrangement in respect of the company's lease at Block 1013 Geylang East Avenue 3 #04-22, Singapore 389728. He also alleged that she had kept \$125,000 which he had remitted from China. Nevertheless, the Husband proposed that she keep the assets alleged to be withdrawn, taken or kept by her and her shares, money and CPF monies and he would keep the assets, which were not real property, which he held.

9 As for the three pieces of real property (including the sale proceeds of the China property), he proposed that they be divided equally between the parties.

10 Coming back to the Husband's assets, other than real property, he alleged that he had about

\$2,400 in his CPF ordinary account, about \$800 in a POSB account and about RMB 1,300 in a bank account.

11 However, the Wife alleged that the Husband had much more, *ie*, a total of S\$3,003,084.95 (including the sale proceeds from the China property but excluding the value of the Still Road and the NZ properties). She had discovered documents showing various bank accounts of the Husband in China. There were 19 accounts with Bank of China, two with China Construction Bank, one with Zhong Guo Jian Se Bank and two more with unknown banks.

12 The Wife wanted 80% of the Still Road property and the right to buy the Husband's interest therein, 50% of the NZ property and 50% of the other matrimonial assets. She would refund (from the 80% of the Still Road property) to her CPF account whatever sum that had been withdrawn for the purchase of the Still Road property.

13 The Wife stressed her contributions to their business and alleged that she had also run the household and was the primary care-giver of the children. The Husband said he too had done some housework and cared for the children.

14 It was clear to me that the Wife's indirect contributions exceeded the Husband's.

Arguments on maintenance

15 The Wife claimed \$3,000 a month as maintenance. She said the Husband had channelled his resources to China and had two massage parlours there and had bought properties there for his mistresses. He had other businesses there and owned shares in an Indonesian company which traded in mineral ore.

16 The Husband denied the Wife's allegations. He said he was only a commission agent earning \$1,350 per month. He said the Wife was a housing agent and referred to an advertisement in a newspaper to support this allegation. He proposed no maintenance for the Wife.

17 I was of the view that the Husband was not simply a wage earner and that the Wife was an estate agent with business acumen.

The court's decision

18 Based on the assets disclosed or uncovered and taking into account the factors stated in s 112(2) and s 114(1) of the Women's Charter (Cap 353) 1997 Rev Ed, I made the following orders:

(1) Property at 67 Still Road to be sold and option or sale agreement to be signed within three months of date of the order or such later date as parties may agree to. Net sale proceeds to be distributed 80% to the Wife and 20% to Husband but Wife to pay back to her CPF account from her 80%. Wife to have first right to buy Husband's interest at a price to be agreed or at no less than the best price obtainable within 3 months from the date of this order.

(2) Husband to give Wife 25% of net value of NZ property, *ie*, 25% of NZ \$125,781.21.

(3) Husband also to give Wife 25% of his other assets totalling \$3,003,084.95.

(4) Paras 2 and 3 to be implemented by Husband by 31 May 2008 failing which interest will apply at the rate of 3% p.a. until date of full payment.

(5) Wife to keep assets in her name.

(6) No maintenance for the Wife.

19 I should mention that Mr Winston Low who was acting for the Husband had made an eleventh hour application for an adjournment to see if the Husband would respond to the Wife's allegation about his many bank accounts in China. This application was contested by the Wife as the allegation had been made about two months before the hearing. In response, Mr Low would only say that the Husband did not respond because he wanted the ancillaries to be resolved as soon as possible. I found that an inadequate excuse. Moreover, Mr Low could not be certain that the Husband would indeed respond to the allegation if the adjournment was granted. In the circumstances, I refused the application for an adjournment.

20 The Husband has appealed against paragraphs 1 to 5 of the orders I made.

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