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District Judge
29 June 2021

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE
[2021] SGFC 68

Divorce No 3732 of 2019
OSG 162 of 2018
SUM 2205 of 2020
HCF/DCA 39 of 2021
HCF/DCA 41 of 2021

Between

VLO

... Plaintiff

And

VLP

... Defendant

GROUND OF DECISION

[Family Law] — [Ancillary matters] – [Care and control] – [Division of
matrimonial assets] – [Wife maintenance] – [Child Maintenance] –
[Relocation]

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This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

**VLO
v
VLP**

[2021] SGFC 68

Family Court — Divorce No 3732 of 2019; OSG 162 of 2018 (Summons No 2205 of 2020)

District Judge [REDACTED]

4 March, 23 March 2021

29 June 2021

District Judge [REDACTED]:

Introduction

1 The present matter concerns the ancillary proceedings between the Plaintiff Father (“the father”) and the Defendant Mother (“the mother”) and a variation of a prior order for care and control and access made in earlier guardianship proceedings. As my ancillary orders on the child are final orders, both counsels rightly accept that it was unnecessary to make any orders for the variation application. I accordingly make no order for Summons 2205 of 2020.

2 Parties agree to have joint custody of their only child. The ancillary matters in dispute are care and control of the child, the division of matrimonial assets, child and wife maintenance. Additionally, the mother also prays for leave of court to relocate to Taiwan with the child.

3 Having heard parties, I made final orders as set out in Annex A. The key aspects of my order are as follows:

- (a) Parties shall have shared care and control of the child.
- (b) The mother's prayer for relocation is dismissed and the mother shall be restrained from removing the child from Singapore until further order.
- (c) The father shall pay the mother \$133,000.00 in full and final settlement of the division of matrimonial assets.
- (d) The father shall pay child maintenance of \$750.00 and bear the bulk of the child's expenses which include, *inter alia*, his medical, dental and education related expenses on a reimbursement basis. The father shall also bear the child's share of accommodation expenses and utilities when he is the mother's care.
- (e) The father shall pay wife maintenance of \$700 and bear her share of her accommodation and utility expenses for a period of 24 months.

4 Both parties have appealed against my orders. In essence, the father's appeal relates to the financial matters (division of matrimonial assets and maintenance) and the mother's appeals concerns the child matters (care and control, relocation and the related consequential orders). I therefore set out my full grounds of decision in respect of all the issues.

Background

5 The father is 33 years old. He is a citizen of China and a permanent resident of Singapore. He works as a trader.¹

6 The mother is 33 years old. She is a citizen of Taiwan and has been in Singapore on a long-term visit pass. She works as a shop assistant.²

7 Parties were married in Singapore on 26 July 2016.

8 Their only son (“the child”), was born in 2017 in Singapore and will turn 4 this year. He was a citizen of China at the time of his birth taking after the father’s citizenship.³ However sometime in 2018, the child became a citizen of Taiwan on the mother’s application.

9 Unfortunately, the marriage broke down very shortly after the birth of the child.

Procedural history

The proceedings in OSG162

10 After the breakdown of parties’ relationship, the mother left Singapore to Taiwan with the child on 7 February 2018. The child was eight months old at the time. Despite being in different countries, the parties remained in communication on issues regarding the marriage and the child. Sometime in May 2018, the father travelled to Taiwan to meet the child. Parties then

¹ PAOM1 at [B2]

² DAOM1 at [7]

³ DA1 at pg 19-20

discussed the possibility of the child returning to Singapore with the mother eventually agreeing to bring the child back to Singapore in August 2018.

11 Prior to her return, the father commenced FC/OSG 162 of 2018, the primary application under the Guardianship of Infants Act (Cap. 122) for custody, care and control of the child (“OSG162”). The father also took out an injunction application to restrain the mother from taking the child out of jurisdiction upon her return.

12 The applications were served on the mother after she arrived in Singapore and the injunction was fixed for an urgent hearing which the mother attended in person. Parties reached an amicable resolution on the day of the hearing and recorded a consent order before the court dated 13 August 2018 (“the first consent order”). In summary, the first consent order provides that:

- (a) The father shall withdraw the injunction application.
- (b) The mother agrees to participate in OSG162.
- (c) The mother agrees to bring the child back to Singapore by 15 December 2018.
- (d) While in mother and the child are in Singapore, the Plaintiff agrees to bear all the child’s expenses, provide for the Defendant’s reasonable accommodation, living costs up to a certain sum, amongst other things.

13 After entering into the first consent order, the mother returned to Taiwan with the child and appointed her present solicitors. The mother continued to participate in OSG162 and a second consent order was entered on interim child

arrangements following mediation at the Child Focused Resolution Centre in October 2018 (“the second consent order”). In short, the second consent order provides that:

- (a) The child shall reside with the mother when he returned to Singapore with the father having the liberty to spend time with the child liberally.
- (b) The father shall apply for Singapore permanent residency status for the child and the mother shall render her co-operation in relation to the application.
- (c) Parties shall take steps to enroll the child in childcare/ kindergarten in Singapore.
- (d) The substantive issues of custody, care and control and access in OSG162 were adjourned to be dealt with on a contested basis.

14 In accordance with the first and second consent orders, the mother brought the child back to Singapore on 15 December 2018. Unfortunately, parties relationship continued to be rocky with disagreements over issues of access to the father and payment of maintenance for the mother and child. The mother intimated on several instances that that she would return to Taiwan with the child.

15 On 21 March 2019, the mother allegedly told the father that the child and her were going to leave for Taiwan soon. The father called several airline companies and discovered that the mother had purchased two air-tickets to Taiwan departing on 26 March 2019.

16 This prompted the father to commence another injunction application to restrain the mother from taking the child out of jurisdiction. The application was granted on an ex-parte basis on 25 March 2019 (“the injunction”). As the child’s visit pass in Singapore was expiring, the father also applied and obtained an order on 2 April 2019 for him to renew the child’s immigration documents.

17 The mother and child continued to remain in Singapore as a result of the aforesaid orders.

The setting aside application and the final determination of the OSG162

18 The mother subsequently commenced an application to set aside the injunction and the matter was heard by me together with the substantive issues of care and control in OSG162 on 5 July 2019. I declined to set aside the injunction but ordered the mother to have care and control of the child with specified unsupervised overnight access to the father.

19 I gave parties detailed reasons for my decision which is reproduced in the father’s submissions (“the OSG decision”).⁴ Essentially, I found the mother to be a flight risk as she took the child out of jurisdiction in February 2018 without the father’s consent. Despite the first and second consent orders, the mother had consistently threatened the father that she would leave for Taiwan and not return. Further, she did not inform the father that she had booked the flight tickets on 26 March 2019.

20 I also found that it was not in the child’s interest to set aside the injunction as the mother did not comply with her obligations under the consent orders and made it difficult for the father to have access to the child liberally. I

⁴ Plaintiff’s submissions at pg 47 - 55

also found that it was the parties’ intention to have the child in Singapore and it would be in the child’s interest and stability to remain in Singapore and not constantly be subject to the possibility of being uprooted.

21 I granted the mother care and control of the child as I found that she was the primary caregiver of the child since his birth with unsupervised overnight access to the father.

22 Neither party appealed against my decision of 5 July 2019.

Other proceedings

23 Other proceedings concerning interim maintenance for the mother and child were also dealt with in the meantime.⁵ The mother then filed further proceedings to vary the injunction to allow the child to travel with her to Taiwan which was dismissed. The mother appealed against my decision and full grounds were released in *VLO v VLP* [2020] SGFC 79 (“*VLO*”).⁶ The mother subsequently withdrew her appeal.

24 The father commenced divorce proceedings in August 2019 and the interim judgment was granted on an uncontested basis on 10 March 2020.

Documents filed in the present proceedings

25 Parties have filed the following affidavits in the present proceedings:

⁵ FC/ORC4266/2019 dated 27 August 2019 for interim child maintenance and FC/ORC1115/2020 for interim wife maintenance

⁶ Plaintiff’s submissions at pg 62 - 105

Plaintiff Father	Defendant Mother
1 st Affidavit of assets and means (PAOM1)	1 st AOM (DAOM1)
Voluntary Affidavit (PVA)	Supplemental affidavit (DSA1)
2 nd AOM (PAOM2)	Voluntary Affidavit (DVA1)
Plaintiff's supplementary affidavit (PSA1)	2 nd AOM (DAOM2)
3 rd AOM (PAOM3)	2 nd Supplemental Affidavit (DSA2)
Affidavit of Translator 1 (PTA1)	3 rd Supplemental Affidavit (DSA3)
Affidavit of Translator 2 (PTA2)	1 st Affidavit of Translator 3 (DTA1)
	1 st Affidavit of Translator 3 (DTA2)
	1 st Affidavit of Translator 3 (DTA3)
	1 st Affidavit of Translator 3 (DTA4)
	1 st Affidavit of Translator 3 (DTA5)
Written submissions (Plaintiff's submissions)	Written Submissions (Defendant's Submissions)
Plaintiff's bundle of authorities (PBOA)	Defendant's bundle of authorities (DBOA)

Documents filed in the prior proceedings

26 I also set out the documents filed in earlier proceedings as they are germane to the present issues.

Plaintiff Father	Defendant Mother
Affidavit dated 7 August 2018 (PA1)	Affidavit filed on 15 April 2019 (DA1)
Supplemental affidavit 10 August 2018 (DA2)	Affidavit filed on 23 May 2019 (DA2)
Affidavit filed on 22 March 2019 (PA3)	Supplemental affidavit filed on 14 June 2019 (DA3)
Affidavit filed on 1 April 2019 (PA4)	Affidavit filed on 23 May 2019 (DA4)
Affidavit filed on 15 April 2019 (PA5)	Affidavit filed on 19 December 2019 (DA5)

Affidavit in response to DA1 dated 9 May 2019 (PA6)	Affidavit filed on 22 January 2020 (DA6)
Affidavit filed on 19 July 2019 (PA7)	Affidavit filed on 24 February 2020 (DA7)
Affidavit filed on 10 February 2020 (PA8)	Affidavit filed on 30 April 2020 (DA8)
Affidavit filed on 22 May 2020 (PA9)	Affidavit filed on 29 May 2020 (DA9)
Affidavit filed on 12 June 2020 (PA10)	

Preliminary Issues

27 I begin with two preliminary issues raised by counsels at the ancillary hearing on 4 March 2021.

28 The first relates to two affidavits (“the further affidavits”) filed by the father without leave of court. The further affidavits detailed new incidents that transpired since the father’s final ancillary affidavit of 28 December 2020.⁷ I decided to exclude the further affidavits for three reasons. First, they were filed very close to the hearing of these matters without leave of court. Second, it was impossible for the court to consider the matters alleged therein without giving the mother a further right of reply which would delay proceedings further. Third, the present proceedings concern the orders on the ancillary matters and the inquiry would be focused on the matters that transpired during the marriage which would be substantial and particularly well documented given the multitude of earlier proceedings.

29 The second preliminary issue relates to a valuation document for the matrimonial property which was submitted to court by the mother’s solicitors

⁷ Plaintiff’s submissions at [5]

through correspondence on the day of the hearing. I disallowed the extremely belated filing and a document that seeks to establish the value of the matrimonial property ought to have been included in the affidavits. It would otherwise be prejudicial to the father who has no reasonable opportunity to respond.

30 I now turn to the substantive issues.

Custody of the child

31 Parties agree on joint custody and I so order.

Care and Control

32 The mother's submits that she has care and control of the child pursuant to my orders in OSG162 and there is no reason why such an arrangement should be disturbed.⁸ The mother further submits that she has been the sole caregiver of the child since birth and is the one taking care of the child and overseeing his studies.⁹ It would therefore be in the welfare of the child for the her to have care and control.

33 The father's submits that the mother has been a constant source of destabilization for the child in the past few years.¹⁰ The mother had acted unreasonably in numerous events, even in the lead up to the ancillary hearing.¹¹ He further argues that the mother is and continues to be volatile as evidenced by her constant threats to uproot the child Singapore, cutting access unilaterally, delaying the child's registration for school amongst other things. The father also

⁸ Defendant's submissions at [11]

⁹ *Ibid* at [12]

¹⁰ Plaintiff's submissions at [52]

¹¹ *Ibid* at [52.1]

submits that he has built a strong bond with the child in the past 2 years and should be allowed to play a greater role in the child's life.¹²

The law

34 It is trite that the welfare of the child shall be the paramount consideration in deciding the issue of care and control. The authorities also set out the various factors the court will consider such as the parent's caregiving abilities, the wishes of the parents, the child's wishes, the stability of the child arrangements, all things equal, the maternal bond, amongst other things. It is essentially a fact-centric determination.

My findings

The mother's relationship with the child

35 I agreed with the mother that she has been the primary caregiver for the child since birth as I found in OSG162. The child was around two years old at that time. Following that decision, the father was granted two weekday night access from 6.30pm to 8.30pm on Tuesdays and Thursdays, and one weekend overnight access for a 24 hour period either on Saturdays or Sundays every week. The mother has care and control at all other times.¹³

36 It is important to note that there is no real allegation or material evidence in these proceedings of any concerns whether to the physical, developmental, emotional or psychological well-being of the child. I also find that the mother has a strong relationship with the child as his primary caregiver and there is nothing raised by the father in the evidence which suggests otherwise.

¹² *Ibid* at [40]

¹³ FC/ORC3365/2019 dated 11 July 2019

The father's relationship with the child

37 On the other hand, the father has provided evidence to show that he too has built a strong relationship with the child since the child's return to Singapore in late 2018. They engage in activities together and this extends to practice swimming regularly on Saturdays, practice drawing and colouring with the child and playing drums together.¹⁴

38 The father has also exercised weekly overnight access to the child for the past 1.5 years with no material issues raised by the mother such as his ability to care for a young child for an extended period of time including overnights. The father has also provided further evidence even prior to the order in OSG162 to show his capacity to care for the child in the early days.¹⁵

39 Although the father works from 7.00am to 7.00pm on weekdays, there is no evidence that he was unable to care for the child or exercise his weekly access regularly due to work commitments. In this regard, I note that the child attends childcare and the mother also works on the weekdays. Her evidence is that she works around 103 to 153 hours a month.¹⁶ Both parents therefore work when the child is in childcare.

40 I also found that the father had planned and made arrangements in many aspects of the child's life. Shortly after the child's birth prior to the mother taking the child to Taiwan – the father arranged for the proper care for the mother at confinement centre, for his mother to come to Singapore to help care with the child, hiring a domestic helper to do the household chores and caring

¹⁴ PA2 at pg 55-58

¹⁵ PA5 at pg 25-30

¹⁶ DAOM1 at [7]

for the child and the mother in the day time.¹⁷ He also solely made the decision on the choice of the child's birth hospital. I note that the mother has not specifically denied these aspects in her affidavit aside from saying that she is a sole caregiver of the child.¹⁸ In securing the child's return from Taiwan since 2018, the father had arranged for the child's pre-school, accommodation for both the child and the mother and ensuring the child's immigration documents are properly executed.¹⁹

41 Importantly, I found on the evidence before me that the father has shown to be a source of stabilization for the child compared to the mother. I accept his submission that the mother acted against the child's interest on multiple occasions.

42 First, the mother took the child with her to Taiwan without the father's consent in 2018 with no compelling reason for her to do so at the time. Even after returning to Singapore under the second consent order, she continued to threaten to leave Singapore with the child and had nearly acted on the same until the injunction.²⁰ Second, the mother also failed to renew the child's pass which put the child at risk of overstaying necessitating urgent orders to be taken up by the father.²¹ I therefore observed that that the mother's conduct was volatile in OSG162.²²

¹⁷ PAOM1 at [23.6]-[23.7]

¹⁸ DAOM2 at [14-16]

¹⁹ Plaintiff's submissions at [55.1]

²⁰ The OSG Decision at [22b.] and [22c.]

²¹ FC/ORC1586/2019

²² The OSG Decision at [32]

43 Although many of these events took place sometime back, there are recent events which show that the mother has not acted in the child's interest on important issues.

The Tenancy Agreement (the "TA" issue)

44 The first relates to the renewal of the lease for the mother's accommodation. The father has detailed the efforts to ensure that the mother and the child continued to have the benefit of staying at the Telok Kurau Apartment, the home where both of them have lived since returning to Singapore in 2018.²³ However owing mostly to the mother's conduct, the landlord eventually decided against extending the tenancy and the father had to scramble to secure a new apartment for the mother and child at an entirely different location further away.

45 I did not think the mother had given a reasonable explanation why she did not cooperate with the extension of the tenancy agreement which would have enabled the child to continue residing at a familiar location near his school and the mother's own workplace. In particular, I found the reason raised belatedly that the apartment brings bad memories as the father had previously stolen the child's passport to be tenuous and not supported by any evidence.²⁴ I note that the mother has already changed the locks to the house after that incident.²⁵

²³ PSA1 at [8] to [11]

²⁴ DSA2 at [25]

²⁵ DSA2 at [26]

The father's alleged girlfriend(s)

46 Aside from the TA issue, I found that the mother had acted unreasonably by accusing the father on numerous occasions for having a girlfriend and threatening to withhold access as a result.

47 In the recent incident, the mother accused the father to be in a relationship with one Miss Z, a teacher at the child's enrichment centre where the father had registered the child. The mother's allegation based on a selfie taken by Miss Z at the matrimonial home was simply untenable. The father has provided clear evidence to show that Miss Z was only at the father's house during a gathering with mutual friends and that the photograph was simply a post about light filters.²⁶ I found that the mother had acted unreasonably by threatening to temporarily cancel the father's overnight access on these baseless allegations.²⁷

48 Importantly, this was not the first time the mother has made such allegations which she had used as a reason to restrict access. This happened in early 2019 when the mother prevented the father from taking the child out because of her assertion that the father was having an intimate relationship with another woman.²⁸ More recently in early 2020, the mother also alleged that the father had a woman live in with him which I rejected.²⁹

²⁶ PSA1 at [17-18]

²⁷ PSA1 at pg 14

²⁸ The OSG Decision at [24]

²⁹ VLO at [73-74]

Orders in the welfare of the child

49 Although the mother has been the primary caregiver for the child, I was of the view that the father should be given a greater role in the child's life as he has shown from the evidence in these proceedings that he has always acted in the child's interest. I found that the father had placed considerable emphasis on caring for the child and making arrangements to secure his welfare. I also found above that the child is close to the father and there are no issues with the father's caregiving abilities.

50 I further agree that it will be in the interest of the child to have more quality time with the father with a block period to build on the already strong bond.³⁰ This will be preferred to the current arrangements where the father only has access to the child on a limited basis. This continuous period would also minimize unnecessary movement for both the father and the child during the pandemic period.

51 In this regard, I accept that a shared care and control order will allow the father to make day to day decisions in the child's welfare when the child is in his care. However, I did not agree with the father's proposed timeframe of Wednesday nights to Saturday nights at this juncture, as this represents a significant change from the existing arrangements which would unduly disturb the child's routine. I note the child is still relatively young and attending pre-school and he should remain with the mother on most weekday nights. This would promote stability in his caregiving arrangements for the time-being with the possibility of increasing the time spent with the father incrementally.

³⁰ Plaintiff's submissions at [54]

52 Whilst it is accepted by both counsel that parties have a relatively argumentative and acrimonious relationship, I was of the view that most of these squabbles did not prevent the court from making an order for shared care and control. The dispute between them was to my mind not on major issues concerning the child and they have been by and large been able to cooperate for instance on basic issues like handover and takeover.

53 One of the major disagreements between parties pertains to the extra-curricular and enrichment classes that the child is enrolled in. In this regard, to avoid any further disagreement, I would order that the child continues to attend the existing extra-curricular activities and enrichment classes as of the date of this order. Parties may register the child for any new activities in their own parenting time with the child.

54 I also note that quite a number of disputes arose due to the mother's conduct, for instance, when she persistently requested to leave jurisdiction with the child seven times in nine months shortly after the injunction orders were put in place.³¹ She also filed two enforcement applications in court for arrears of \$92.55 and \$56.01 when the father overlooked payment for a day and when he was sick.³² The mother also made communications difficult by insisting on communicating with the father only by email.³³

55 With a shared care and control order in place, both sides would be able to make decisions for the child when the child is in their respective care. This would in my view reduce the incidence of disagreement and unnecessary

³¹ *VLO* at [61]

³² *PA9* at [31.5] and [41]

³³ *PAOM1* at [31.3]

friction, particularly in the context of the parties in these proceedings.³⁴ It was also necessary and in the welfare of the child to order both parents to attend counselling at the DSSA to work on co-parenting. This is a necessary intervention for them and will assist in their co-parenting journey moving forward.

56 For the foregoing reasons, I order that the mother have care and control of the child from Saturday 7.00pm to Thursdays 7.00pm and the father from Thursdays 7.00pm to Saturdays 7.00pm. The father is to pick up and return the child to and from the child's school or the mother's residence as the case maybe for all handovers. Based on the aforesaid timings, the father should pick the child up from pre-school and carry out his care of the child from then. I do not see an issue with this as the existing orders already contemplate him having access to the child on Thursdays from 6.30pm onwards.

57 In addition, I order that both parents shall have care and control of the child on the Chinese New Year public holiday as well as the child's birthday on alternate years with the mother having such care on even years and the father on odd years. As the child is attending pre-school and in view of the ongoing pandemic, it was premature to consider other orders sought by the father on care and control such as school holiday access and overseas access. This should be considered by parties at the appropriate time, hopefully in an amicable manner.

Relocation

58 The mother submits that her wish to relocate is reasonable as she is a Taiwanese national with no roots in Singapore and no kinship support.³⁵

³⁴ Plaintiff's submissions at [53]

³⁵ Defendant's submissions at [20]

Similarly the child is also a Taiwanese citizen. She is also the primary caregiver of the child and there is no issue of uprooting the child as he does not have strong ties with Singapore.³⁶ The mother further submits that the potential loss of relationship between the child and father can be mitigated as he has the financial ability to relocate to Taiwan or visit the child frequently.³⁷

59 The father submits that the parties always intended for the child's home to be Singapore³⁸ and the mother has never stated her intention to relocate with the child until recently in 30 April 2020.³⁹ The father further submits that the child was born in Singapore and is well-settled here.⁴⁰ He also submits that there are strengths in Singapore as compared to Taiwan in terms of safety, education and health standards as well as education in 2 languages.⁴¹ The father also argues that he has a strong bond with the child, and is a stabilizing influence and has proper plans for the child's future unlike the mother.⁴²

The Law

60 The law on relocation has been succinctly set out by Debbie Ong J in *UFZ v UFY* [2018] SFHCF 8 (“UFZ”) and *UYK v UYJ* [2020] SGHCF 9 (“UYK”). Her Honour observed as follows in *UFZ*:

³⁶ *Ibid* at [26]-[27]

³⁷ *Ibid* at [18] and [30]

³⁸ Plaintiff's submissions at [37]

³⁹ *Ibid* at [37.6]

⁴⁰ *Ibid* at [38]

⁴¹ *Ibid* at [39.3]

⁴² *Ibid* at [39.5]-[41]

[7] The applicable legal principles in relocation applications have been set out by the Court of Appeal in *BNS v BNT* [2015] 3 SLR 973 (“BNS”). As with all proceedings where the custody or upbringing of a child is in issue, “the welfare of the child is paramount and this principle ought to override any other consideration” [emphasis in original] (at [19]). This principle is also the statutory direction in s 125 of the Women’s Charter (Cap 353, 2009 Rev Ed) and s 3 of the Guardianship of Infants Act (Cap 122, 1985 Rev Ed).

[8] The inquiry of what is in the welfare of the child involves a consideration of a multitude of factors. Relocation applications involve one parent exercising his or her authority to relocate the child to another jurisdiction. Two important factors that will come into play will unsurprisingly be: (a) the reasonable wishes of the primary caregiver; and (b) the child’s loss of relationship with the “left-behind” parent (BNS at [28]). These factors, amongst others, are pertinent in helping the court assess what the best interests of the child are. This assessment is “an intensely fact-centric exercise” [emphasis in original] (BNS at [28]) and will remain a very difficult one in all relocation cases. I emphasise that every relocation case is unique, because every family’s circumstances and dynamics are unique. Thus, while past cases are useful in elucidating the various factors the court will consider, each case will be decided on its own facts.

61 Her Honour also noted in *UYK* that:

[37] There is no presumption for or against relocation. The cases provide guidance on the important factors that assist the court in determining relocation applications including how the court balances various factors to reach an outcome. Factors that the court can consider include the child’s age, the child’s attachment to each parent and other significant persons in the child’s life, the child’s wellbeing in her present country of residence, as well as the child’s developmental

needs at that particular stage of life, including her cognitive, emotional, academic and physical needs.

62 I turn to my findings with this guidance in mind.

The parties' intention

The intent of the parties during the marriage

63 Parties differed in why the parties had married in Singapore and had the child in Singapore. I accepted both the father and mother's position in that first, the father was gainfully employed in Singapore with a substantial salary.⁴³ Second, Singapore was a neutral country politically compared to Taiwan (as the father is a Chinese citizen) and Singapore will be a conducive place to raise the child.⁴⁴

64 The parties therefore were married in Singapore and the child was born in Singapore. Had the marriage remained intact, Singapore was the place for the family to raise the child.

The immediate aftermath after the breakdown of the marriage

65 As mentioned above, the marriage broke down very quickly following the child's birth and the mother took the child to Taiwan in February 2018. The mother's asserts that parties had agreed that the mother would bring the child back to Taiwan sometime in around January 2018 when discussing the option of divorce.⁴⁵ In particular, there were text messages at the material time in

⁴³ DAOM1 at [37] and [39]

⁴⁴ PAOM1 at [30.2]

⁴⁵ DA8 at [99-107]

January 2018 showing that the father facilitated the application of the child's application for Taiwanese citizenship.⁴⁶ The father's responds that his understanding at the time was that the Defendant was only applying for a resident card in Taiwan which is equivalent to a long term visit pass ("LTVP").⁴⁷

66 Much turned on the understanding of the Chinese characters “入籍” (“ruji”) which were used by the father in the text messages. I accepted the mother's contention that the ordinary meaning based on the dictionary translation of ruji would mean citizenship⁴⁸ and this is consistent with the father's position that one of the possible translations is naturalization.⁴⁹ That said, I agreed with the father that the change of citizenship was not what he in fact understood or agreed to. What is crucial is the father's actual understanding of the phrase “入籍” (“ruji”) used in the text messages. The father has given evidence that a more decisive word to him for citizenship would be 國籍 (“Guoji”) or “Citizen” would be “公民” (“Gongmin”).⁵⁰

67 In this regard, the father had in his text message of 5 February 2018 expressly challenged the mother that “*You [the mother] want to bring the kid away, change his nationality, and change his name without my permission*”⁵¹, to which the mother merely replied that “*I am the kid's mother. I can bring him anywhere.*”

⁴⁶ DA8 at pg 92 - 102

⁴⁷ PA6 at [35.3]

⁴⁸ DA9 at [114]

⁴⁹ PA9 at [35.2]

⁵⁰ PA9 at [35.2]

⁵¹ PA9 at pg 106

68 Two important points can be gleaned from this exchange. First, the specific Chinese word used by the father in the text message to refer to the change in nationality as 國籍 and not 入籍 which supports his contention. Second, the mother was aware that the father disagreed to the child leaving with her but she did not rebut the father by indicating that that he had previously consented to her leaving. To the contrary, she expressly suggested to the father that she will not be leaving by saying “*Did I say I will bring him away? I didn’t.*”⁵² This message was sent just 2 days before her departure.

69 The issue of whether the father consented to the mother leaving with the child has also been determined in OSG162 and my findings remain that the father at best had the knowledge that they may leave the country but he did not consent to the mother doing so.⁵³ I therefore found that the only the mother had the intention of taking the child back to Taiwan at this time but not the father. Given also that the mother had changed the child’s citizenship from Chinese to Taiwanese without the father’s consent, I did not think it would be just for her to rely on the child’s Taiwanese citizenship as a factor in favour of relocation.

When the child was in Taiwan between February 2018 until April 2018

70 In the first two months or so after the mother returned to Taiwan with the child, I found that the father did in fact consider having the child remain in Taiwan for good. This is supported by the draft deeds of separation exhibited in previous proceedings which provided the mother care and control of the child in Taiwan.⁵⁴ However, this must be taken in the context that the mother had

⁵² PA9 at pg 109

⁵³ VLO at [43]

⁵⁴ PA1 at pg 33 ; DA1 at pg 112

already left the jurisdiction with the child without the father's consent and as the father said, he was upset after she left but he had to be nice to the mother for fear that he would be cut off from the child further.⁵⁵ The parties also never executed the draft deeds of separation.

From April 2018

71 From April 2018 onwards, I found that there was a clear change of intention on the mother's part in that she intended for the child to return to Singapore.⁵⁶ This is supported by the text messages around 26 April 2018, in which the mother stated she will bring the child back to Singapore, find work and also suggested the previous helper to take care of the child.⁵⁷ Subsequently the mother also asked the father to apply for Singapore permanent residence⁵⁸ for the child and asked whether the father could care for the child as she wanted to start a business with a friend in or around June and as she will have "*no time to take care of him [the child]*".⁵⁹

72 The mother did not specifically respond to these messages but argued that she was under the mistaken belief that the father will uphold his promise of taking good care of the both of them while they were in Singapore. I did not accept her contention as the text messages at the material time shows that she considered working and paying for rental herself.⁶⁰

⁵⁵ PA6 at [35.6]

⁵⁶ PAOM1 at [30.2]

⁵⁷ PAOM1 at pg 129 - 133

⁵⁸ PAOM1 at pg 138

⁵⁹ PAOM1 at pg 143

⁶⁰ PAOM1 at pg 131

73 The mother also argues that that the father had promised her by way of WeChat Messages that only wanted to child to try out the education system in Singapore for a year sometime in August 2018 (when she learnt of court proceedings being initiated).⁶¹ The mother did not in fact produce this text messages in her affidavits for OSG162 nor in any of her ancillary affidavits despite stating in response to the request for discovery and interrogatories that she was able and willing to provide it.⁶² It only transpired during the hearing that these messages were contained in her final reply affidavit in interim maintenance proceedings.⁶³ These text messages were dated 12 August 2018 and was on the evening prior to the first injunction hearing. The mother and child were already in Singapore at the time.⁶⁴ In these text messages, the father acknowledges that he promised to let the child come back to Singapore and attend school for at least a year and to bear the mother's expenses and to decide on their future a year later.⁶⁵ However, I did not place much weight on these text messages as they were filed by the mother as her final reply affidavit in her interim maintenance applications and no references were made to them in the current proceedings. The father had no opportunity nor was it necessary to reply to these specific messages in the interim maintenance proceedings. In any case, these representations would have made by the father when was trying his best at the material time to persuade the mother to come back and remain in Singapore with the child.

⁶¹ DAOM1 at [50]

⁶² Plaintiff's Request for Discovery at Item B(e)(i)

⁶³ DA7 at pg 11-15

⁶⁴ PA3 at [6]

⁶⁵ DA7 at pg 12

74 I also accepted the father's submission that the mother had only recently raised the issue of relocation on 30 April 2020 in a without-prejudice letter.⁶⁶ This was not factually disputed by the mother. I had earlier found in OSG162 that the parties intention was to have the child in Singapore and that was proposed by the mother herself and made clear from the two consent orders of court.⁶⁷ The strongest evidence is indeed the second consent order where the parties consented to applying for the child's permanent residence on 24 October 2018. The mother was represented by solicitors by this time. Importantly, there was no mention of a one-year timeframe in any of the consent orders or in the correspondence between parties.

75 On the whole, I found that save for the period between February 2018 and April 2018 and until the mother's letter in April 2020, the parties intention was to have the child raised in Singapore. This was a factor against relocation.

The loss of relationship with the father

76 I have found above that the father has a close relationship with the child and has also made decisions in the interest of the child. He is a parent that can have a stabilizing influence on the child and I saw it appropriate to award him shared care and control.

77 Consequently, relocation would be against the interest of the child as the father would not be play a larger role in his care. Whilst the father's substantial income would permit travel to Taiwan, I accept the father's evidence that in this would be impractical due to the need for passes and the time taken each time he

⁶⁶ Plaintiff's submissions at [37.6]

⁶⁷ The OSG Decision at [25]

needs to travel to spend time with the child.⁶⁸ Further it would be harder for the child given his age to engage in other types of access such as remote access with the father over an extended period of time.

78 I also disagree with the mother's contention that the father does not intend to stay in Singapore in the long term.⁶⁹ The father has been a Singapore permanent resident since 2015⁷⁰ and more importantly he has purchased the matrimonial home rather than to rent an apartment in Singapore.

79 With my findings on the father-child relationship and the importance of the father as a stabilizing influence on this child's life, I was of the view that this was a weighty factor against relocation.

The mother's reasonable wishes to relocate

80 I found earlier that the mother has been the child's primary caregiver with no material concerns over his well-being. The mother has a strong relationship with the child and there is nothing raised by the father which suggests otherwise. The mother will continue to have five days a week with the child under my orders on care and control. This was a factor in favour of allowing the relocation. However, I found this factor to be moderated by the points that follow.

⁶⁸ PAOM1 at [30.5(b)(ii)]

⁶⁹ DAOM2 at [24]

⁷⁰ PAOM3 at [4.2]

The mother's plans after the relocation are not well set out

81 First, I agree with the father that the mother has been brief in her plans for relocation in her affidavits.⁷¹ All that is stated in the mother's affidavit is that she will find a rented apartment close to her parent's house in Kaohsiung such that her parents will be able to help care for the child while she works. She also intends to find a stable office work such that she will be able to come home before 7.00pm.

82 I note that the mother's plans are contradictory. As noted above in her first affidavit, she said that her parents will care for the child while she is working but in second affidavit, she averred that the child will simply be at school while she works during the day.⁷²

83 I also found that the mother's claim that she would have her parents' support in caring for the child to be overstated. First there is no evidence her parents ever participated in caring for the child.⁷³ This is in contrast to the paternal grandmother who cared for the child for several months. I also found the mother's claim that she did not want to trouble her parents when she was with the child in Taiwan to be a weak one. Importantly, I find probative the evidence of the mother in contemporaneous text messages of 16 June 2018, where she informed the Plaintiff that "she does not want him (the child) to be taught and brought up by an older generation".⁷⁴ The mother herself also states that the issue was how she was to work and care for the child herself.⁷⁵ In my

⁷¹ DAOM1 at [60]

⁷² DAOM2 at [43]

⁷³ PAOM1 at [31.2]

⁷⁴ PAOM1 at pg 144

⁷⁵ PAOM1 at pg 144 ; DAOM2 at [42]

judgment, this shows that the mother is an independent individual who prefers that parents care for the child rather than grandparents or the extended family.

84 Based on the mother's brief plans, if she is allowed to relocate to Taiwan, she would be working until 7.00pm on weekdays and the child will be placed in childcare.⁷⁶ There will be little help if any from her parents as her position has always been for the child to be cared for by herself. This would not be materially different a situation if she remains in Singapore and works here.

85 Whilst I can accept that the child will not be able to spend time the mother's parents and siblings,⁷⁷ this cannot be compared to the child not having quality time on a weekly basis with the father.

It would not be intolerable for the mother to live in Singapore

86 I also did not think it would be intolerable for the mother to live and work in Singapore such that her insecurities would result in a negative impact on the child. First, I did not think she has provided any evidence to show that she has found difficulty adapting to life in Singapore since the marriage and in the past two years here with the child. I note that in the mother herself had said herself in contemporaneous text messages dated 27 April 2018 that she has many friends (in Singapore) who are mothers.⁷⁸

87 I also found that her financial situation is to a large extent self-induced. On the evidence before me, the mother has not really exerted herself to find a full-time job with a reasonable income to allay her concerns of not being able

⁷⁶ DAOM2 at [43]

⁷⁷ DAOM1 at [55]

⁷⁸ PAOM1 at pg 133

to find a suitable long-term job.⁷⁹ Importantly, there is no evidence at all that she has tried to find a better paying job. The need for her to find a job was highlighted by the court in the interim maintenance order. Despite this, she has not tendered any evidence in support of any efforts to try to seek more fruitful employment.⁸⁰ This is despite having a degree in public affairs (not a more limited degree in *Taiwanese* Public Affairs as she claimed) based on the source documents.⁸¹ It is further noted that the mother was also working as a sales assistant in an IT Company before the marriage which does not appear to be related to public affairs.⁸² This shows that the mother can find meaningful work in Singapore but she has plainly not attempted to do so. This is likely because the bulk of her expenses and the child are currently paid by the father.

88 There is also no evidence that the father has defaulted on his financial obligations to the mother or the child since the interim maintenance orders were made. I accepted the father's evidence that he had only disagreed on the gym class because it took place on Wednesday afternoons and that was his access day in the evening and the child would fall asleep. I also accept his evidence that he had paid the mother albeit slightly late for one of the reimbursements.⁸³ The circumstances on the TA issue also demonstrate that the father has been responsible in ensuring that the accommodation of the child and the mother.

89 I am further of the view that the mother's immediate financial concerns can be mitigated by appropriate maintenance orders.

⁷⁹ DAOM1 at [58]

⁸⁰ Clause 1 of FC/ORC1115/2020

⁸¹ DVA at pg 76

⁸² DAOM1 at [37]

⁸³ PAOM2 at [21]

The mother's immigration status

90 One of the central arguments of the mother's case is her immigration status in Singapore which is uncertain after the divorce proceedings are concluded as the mother is a Taiwanese National on a long-term visit pass presently sponsored by the father.

91 The father has provided evidence that the mother can either apply for full time work and be issued a work pass or alternatively she can apply for a LTVP as the mother of the child if the child applies for a student pass.⁸⁴ Importantly, the mother herself is aware of the latter option and has contemplated the same in her text messages back on 27 April 2018 where she said "*I can also use accompanying him for his studies as a reason to apply for a permit to stay there.*" She also said that if she had no choice, these would be the options available to her.⁸⁵ The mother can therefore remain in Singapore if the relevant passes are obtained but I do accept that there is some degree of uncertainty.

92 On the whole, I found that the mother's wish to relocate with the child was a fairly strong factor in favour of relocation, especially due to her uncertain immigration status in Singapore.

Well-settledness

93 Save for a short period of time between February 2018 and December 2018 (a period of around 10 months) the child has been in Singapore for the other three years of his life. He has attended pre-school since April 2019 for a

⁸⁴ PAOM2 at [15]

⁸⁵ DVA1 at [43]

period of around two years and has been cared for under the existing orders in OSG162 by both parents for around one year and eight months.

94 I agree with the father that the child is used to his routines in Singapore under the care of both parents and this is a factor which points against relocation. However I do not think this was a weighty factor given that the time he spent in Singapore compared to Taiwan is not very long. Further, given the child's tender age, he will certainly be able to adjust. His extended family are also in China and Taiwan respectively and his continuous stay in Singapore since December 2018 is also in part a result of the injunction in force.

Comparison between Singapore and Taiwan.

95 I did not place much weight, if any, on the father's submission that Singapore is better than Taiwan in terms of safety, education and health standards. I broadly agree with the mother's evidence in her second affidavit that it would be difficult to compare both countries given the varied statistical reports available and the debatable measures of what is conducive for the well-being of the child.⁸⁶ I also did not think it was fruitful to pit the two jurisdictions for it is how parents guide the child that would be material to his welfare. Furthermore, this was not a case where the mother seeks to relocate the child to an under-developed place.

Conclusion on relocation

96 In summary, there are factors in favour of and against relocation. Ultimately, the court is guided by the welfare of the child. In my judgment, the loss of relationship with the father who is a stabilizing influence on the child

⁸⁶ DAOM2 at [46-49]

was a weighty factor which marginally tipped the scales against relocation. I found that the child's interest would be better served in the long run if the father continues to be substantially involved in the child's life alongside the mother.

97 I therefore dismiss the mother's application to relocate with the child.

Consequential orders

98 In dismissing the mother's request to relocate with the child, I saw it necessary to order that:

- (a) The father shall retain possession of the child's passport.
- (b) The mother (whether by herself or by her servants or agents) shall be restrained from removing the child from Singapore until further order unless the father consents to the travel.
- (c) The father shall be entitled and at liberty to solely make decisions on, as well as execute all relevant / necessary documents for the purposes of applying for an extension of the child's short-term pass, a LTVP for the child, as well as for Singapore Permanent Residency status. The mother shall provide the necessary assistance to the father in applying for the aforesaid passes, including having all of the child's relevant documents, including but not limited to his LTVP, immigration/residency documents and/or other personal documents made available to the father for this purpose, and the father shall return these documents to the mother after the application. The father shall keep the mother reasonably apprised of the status and/or outcome of such application.

99 In addition, to mitigate the issues the mother may have as far as her residency in Singapore is concerned, I will order the father to render all necessary assistance to the mother if his assistance is required for any of the Defendant's attempts to secure a work and/or residency pass in Singapore.

Division of matrimonial assets

100 I now turn to the division of matrimonial assets.

101 The father submits that the parties should retain all assets in their respective names with neither party having any claims against the other.⁸⁷ The father's argues that the marriage was extremely short with the mother making no direct contributions at all to the matrimonial assets. He further submits that he has managed everything in terms of the matrimonial assets and the family such as purchase and renovation of the flat and making the various child-related care arrangements.⁸⁸ The mother submits that she should receive 15% of the matrimonial assets as she was the sole caregiver of the child during the marriage.⁸⁹

The Law

102 This was a very short marriage with parties' relationship broken in late 2017 around a year and a half into the marriage. The writ for divorce was filed shortly after the requisite three year time period under Section 94 of the WC had passed. The total length from the time of the marriage to the IJ was only three years and eight months. The question would be the just and equitable division

⁸⁷ Plaintiff's submissions at [81]

⁸⁸ *Ibid* at [81.3] – [81.5]

⁸⁹ Defendant's submissions at [10]

for a very short marriage with one child. Neither counsel has provided any authorities on how the court has approached the division in such a case.

103 As a starting point, I disagree with the father’s that each party should retain assets in their respective names which would mean that the mother will receive nothing from the division. While the Court of Appeal in *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] SGCA 19⁹⁰ held that in short and childless marriages, the division will usually be in accordance with the parties’ direct financial contributions as non-financial contributions will be minimal, this was not a childless marriage. Father’s counsel also conceded that he has no authorities to support his contention that the mother should receive nothing.⁹¹

104 Mother’s counsel relied on *TNL v TNK* [2017] 1 SLR 609 (“TNL”) and suggested that the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“ANJ”) should not be applied as the present case is akin to a single-income marriage.⁹² However this submission doesn’t go very far as the Court of Appeal was focused on long single income marriages in *TNL* and expressly noted that different considerations may attach in *short* single-income marriages, which was proposed to be dealt with in an appropriate case in the future.⁹³

105 In my judgment, I am of the view that the *ANJ* approach can still apply in the present case as there is sufficient flexibility within the structured approach to award a higher weightage on the direct contributions for a very short marriage

⁹⁰ [28]

⁹¹ NE 4 March 2021 at pg 7 line E

⁹² Defendant’s submissions at [7]

⁹³ *TNL* at [48]

like the present. Furthermore, the ANJ approach does not detract from the broad-brush approach as the Court of Appeal recognized.⁹⁴

106 With this, I turn to the pool of matrimonial assets.

Pool of matrimonial assets

107 There is no significant dispute on the pool of matrimonial assets which is set out in the mother's submissions.⁹⁵ This was also confirmed by the father's counsel at the hearing and I adopt those figures save for the valuation of the matrimonial home which was disputed.⁹⁶

Valuation of the matrimonial home

108 The mother and father's position on the market price of the matrimonial home is \$2,320,000 and \$2,000,000 respectively.⁹⁷ I rejected the mother's figure as she provided no supporting documents in evidence to support the same. On the other hand, I found the father's valuation to be conservative. The source document on related property transactions shows that the most recent transaction of a similar property is \$2,200,000. The other lower value transactions took place some time back in 2017.⁹⁸ Father's counsel submitted at the hearing that the sum of \$2,000,000 was taken because of the pandemic but this was merely evidence from the bar.⁹⁹

⁹⁴ ANJ at [17] and [30]

⁹⁵ Defendant's submissions at [4]

⁹⁶ NE 4 March 2021 at pg 9

⁹⁷ PAOM1 at [5]

⁹⁸ PAOM1 at pg 42

⁹⁹ NE 4 March 2021 at pg 10

109 I therefore took the more recent figure of \$2,200,000 to be the market price of the matrimonial home. After subtracting the outstanding loan, the value of the property is property is \$288,708.80. The total pool of assets is therefore \$1,340,912.67 as set out in the following table.

<u>Assets</u>	<u>Value (S\$)</u>
<u>Assets in Husband's Name</u>	
Matrimonial home	\$288,708.70
DBS savings account ending 5128	174,906.83
DBS multiplier account ending 4039 (SGD)	35,520.25
DBS multiplier account ending 4039 (USD)	173,088.18
Balance in CPF accounts	54,333.79
Shares	\$162,733.79
Cash investments	\$450,381.06
Sub-total	\$1,339,671.81
<u>Assets in wife's name</u>	
ChungHwa post account ending 9699	9.85
DBS account ending 9319	1228.76
DBS Taiwan bank account ending 8888	2.25
Sub-total	\$1,241
<u>Grand total</u>	<u>\$1,340,912.67</u>

Adverse inferences

110 The mother submitted that an adverse inference should be drawn against the father for a sum of USD259,990 that was transferred out of the husband's accounts.¹⁰⁰

111 I declined to do so as I accepted the father's explanation in his voluntary affidavit that the sums were returns of two personal loans he took from a friend back in 2016 and 2017.¹⁰¹ The father explained in his affidavit how he made the transfers with reference to his bank statements which included a test transfer of \$100 to the account before remitting the rest of the sums.¹⁰² The mother's only reply on affidavit was that there are no details regarding the alleged friend and no documentation to prove the alleged loan.¹⁰³ However, I could accept there may be no documents given that this was a friendly loan. Moreover, the husband is a man of means and it is conceivable to take a loan of this quantum.

112 The mother's counsel sought to argue at the hearing that the father's evidence on the sequence of transfers could not stand due to certain delays in the transactions and whole numbers rather than amounts with decimals being transferred as is usually the case when foreign currency is concerned due to the exchange rates.¹⁰⁴ I disagree with the mother's contention as there could be delays in the various transfers due to the time taken for the telegraphic transfers. These assertions were not raised by the mother on affidavit and the father was not given any opportunity to explain these alleged discrepancies.

¹⁰⁰ Defendant's submissions at [5]

¹⁰¹ PVA at [6.5]

¹⁰² *Ibid* at [6.5b-6.5d]

¹⁰³ DAOM2 at [69]–[71]

¹⁰⁴ NE 4 March 2021 at pg 11-12

113 In declining to draw an adverse inference against the father, I also considered his overall financial position in the last three years. Based on his IRAS notice of assessment, his average gross income for the last three years is around \$700,000 per year.¹⁰⁵ The father pays tax at approximately \$125,000 and makes CPF contributions at around \$19,000 per year. This means that over a three year and eight months period, his total take home income would be around \$2,038,667.¹⁰⁶

114 Based on his claimed expenses in his affidavit at around \$18,000 per month, his total expenses would be \$792,000 over the same period.¹⁰⁷ Taking \$2,038,667 less \$792,000, we arrive at a sum of around \$1,245,000 which is consistent with the amount the father has in his sole name in the matrimonial pool.

115 I therefore reject the mother's argument find that the matrimonial pool remains at \$1,340,912.67.

Direct Financial Contributions

116 It's not disputed that the father has for all intents and purposes contributed fully to the matrimonial pool. Even taking into account the mother's assets in her sole name which can be taken to be contributed by her, the ratio of direct contribution to indirect contribution is 99.99- 0.01 in favour of the father.

¹⁰⁵ PAOM1 at pg39-41

¹⁰⁶ \$556,000 divided by 12 and multiplied by 44

¹⁰⁷ PAOM1 at [13] and [14]; \$18,000 multiplied by 44

Indirect Contribution*Indirect financial contribution*

117 Turning now to indirect financial contribution, I accepted the father’s evidence that he has provided substantially most of the indirect financial contributions in this short marriage. These are detailed in his affidavit such as which are not substantially disputed by the mother.¹⁰⁸

Indirect non-financial contribution

118 I have accepted that the mother has been the primary caregiver of the child since the child’s birth and she would certainly have a higher indirect non-financial contribution. This would be especially so for the period when the child was with her in Taiwan. Although the father did not consent to her taking the child away, the fact remains is that she did care for the child solely during this period.¹⁰⁹ The mother also did not have the assistance of a domestic helper for the most part when she cared for the child.

Ratio for indirect contribution

119 Taking into account both the indirect financial and non-financial contribution, I found that the ratio of indirect contribution would be 50-50.

Weightage

120 As the Court of Appeal observed in ANJ¹¹⁰, the circumstances that could shift the “average ratio” in favour of one party are diverse and there are at least

¹⁰⁸ PAOM1 at [23.2] to [23.10] ; DAOM2 at [23]

¹⁰⁹ PAOM2 at [27]; PAOM1 at [23.6]

¹¹⁰ ANJ at [27]

three (non-exhaustive) broad categories of factors that should be considered in attributing the appropriate weight to the parties' collective direct contributions as against their indirect contributions. They are:

- (a) The length of the marriage. Indirect contributions in general tend to feature more prominently in long marriages. Conversely, indirect contributions usually play a *de minimis* role in short, childless marriages.
- (b) The size of the matrimonial assets and its constituents. If the pool of assets available for division is extraordinarily large and all of that was accrued by one party's exceptional efforts, direct contributions are likely to command greater weight as against indirect contributions.
- (c) The extent and nature of indirect contributions made. Not all indirect contributions carry equal weight. For instance, the engagement of a domestic helper naturally reduces the burden of homemaking and caregiving responsibilities undertaken by the parties, and to that extent, the weight accorded to the parties' collective indirect contributions in the homemaking and caregiving aspects may have to be correspondingly reduced.

121 Subparagraphs (a) and (b) above apply with much force in the present case. This was a very short marriage which would have ended earlier if not for the requisite three year time period. There was only one child in the marriage. Second, and importantly, despite it being only a marriage of around three years, the father has through his employment managed to amass the matrimonial assets

of over 1.3 million dollars. This was accrued very much by his own efforts with no input by the mother.

122 In my view, it would be fair to weigh the direct and indirect contributions 80-20. Based on this, the final ratio would be **90-10** in favour of the father.

Effecting the division

123 Based on the division ratio above, the mother's entitlement of 10% of the total pool to the matrimonial pool is a sum of \$134,091.27. Taking into account the assets in her sole name, the father would have to pay the mother a further sum of \$133,000 (rounded off) to effect the division. As the father has sufficient liquid assets to meet this order, I order that he transfers the said sum to the mother within 2 weeks of the final judgment. Each party are to retain assets in their respective names.

124 In the final analysis, I was of the view that the orders would be a just and equitable division on a broad-brush basis. The father had accumulated these sums mainly from his income during the marriage (see above [114]) which means the amounts in the matrimonial pool reflects the gains of this marriage. Whilst the mother would receive approximately \$133,000 which seems substantial at first blush for a very short marriage, the father would in fact retain a sizeable bulk of the matrimonial pool of around \$1,200,000.

Wife Maintenance

125 The father submits that no maintenance should be payable to the wife as she should be working full time again.¹¹¹ The mother submits that lump sum payment of \$42,000 should be payable if relocation is granted.¹¹²

The Law

126 The Court of Appeal in *ATE v ATD* [2016] SGCA 2 (“*ATE*”) has set out the key principles on maintenance of a former spouse. The Court noted citing an earlier decision in *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 that the overarching principle embodied in s 114(2) is that of financial preservation, which requires the wife to be maintained at a standard that is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage, also to be applied in a “common sense holistic manner that takes into account the new realities that flow from the breakdown of marriage”.¹¹³

127 The Court of Appeal in *ATE* also accepted the proposition that the power to order maintenance for a former spouse is supplementary to the division of matrimonial assets and courts regularly take into account each party’s share of the matrimonial assets when assessing the appropriate quantum of maintenance to be ordered. Finally, the award of maintenance for a former wife takes into account the fact that the former wife ought to try to regain self-sufficiency and that an order of maintenance is not intended to create life-long dependency by the former wife on the former husband.¹¹⁴

¹¹¹ Plaintiff’s submissions at [70]

¹¹² Defendant’s submissions at [38]

¹¹³ *ATE* at [31]

¹¹⁴ *Ibid*

The father's financial circumstances

128 The father's take home monthly income excluding bonuses is a sum of slightly over \$16,000.¹¹⁵ However, he receives consistent bonuses as disclosed in his IRAS statements. As found above, his net take home income after taxes in the last 3 years is around \$556,000 a year which translates to around \$46,000 a month. He will also receive \$1,200,000 in assets following the division order. The father's is clearly able to pay substantial maintenance for both the mother and the child and it is unnecessary to make a detailed assessment of his expenses.

The mother's financial circumstances***The mother's income***

129 I accept that the mother's income is around \$800 per month. The father submits that the mother probably has undeclared income as she is able to afford a luxurious lifestyle and exorbitant expenses such as the purchase of an Iphone11, regular visits to Universal Studios, incur expenses on grooming, as well as certain frequent purchases from a vendor called VS.¹¹⁶ I disagree with the father's as I did not consider her purchases to be so exorbitant to indicate that she has hidden sources of income. Further, the allegation that she is running a business based on certain bank transactions is speculative. There is insufficient evidence to prove that the wife has substantial additional income.

¹¹⁵ PAOM1 at [B3d]

¹¹⁶ Plaintiff's submission at [71.4]

The mother's expenses

130 I had previously assessed the mother's reasonable expenses in the interim maintenance proceedings at \$1,300 per month excluding accommodation and utilities which were covered by the father.¹¹⁷ I note that the concern at that point in time was the mother's immediate financial needs. In these ancillary proceedings, I accepted the mother's reasonable expenses at \$1,500 (excluding accommodation and utilities) as the assessment for a final maintenance order.

S/N	Description	Mother's claim	Court's findings	Court's reason
1.	Groceries / food	300	300	Reasonable and accepted previously.
2.	Eating out	370	370	Reasonable.
3.	Transport (bus+taxi/grab/gojek)	228	200	Assessed a reasonable sum which includes expenses for private hire transport.
4.	Clothing	200	100	Excessive as previously assessed.
5.	Cosmetics + Skincare products	200	100	Excessive as previously assessed.

¹¹⁷ Plaintiff's submissions at pg 58-59

6.	Medical expenses	100	100	Reasonable and accepted previously.
7.	Miscellaneous	300	230	Reasonable sum can be awarded to the mother for taking the child to various places of leisure. Also for her to buy toys and clothes for him. This can also include her household items such as washing powder, soap, toothbrush etc.
8.	Mobile Fees	48	48	Reasonable and accepted previously.
9.	Wifi Fees	50	50	Reasonable and accepted previously.
10.	Taiwan Insurance Policies for self and child	475	0	Not particularized and no proof of payments. It is unclear whether such a policy is a savings policy. In any event, it is unnecessary for policies to be purchased in Taiwan.
Total		\$2,271	\$1,500	

Wife maintenance to be ordered

131 I have stated earlier at [89] that the mother's financial constraints in Singapore can be mitigated by orders on maintenance. Given the parties' income disparity, I find it fair that the father continues to support the mother through maintenance payments to meet her needs. With her current income of around \$800, it is fair to order monthly maintenance of \$700 for the mother with the father continuing to pay for her accommodation and utilities expenses.

132 I note further that the order of spousal maintenance is supplementary to the division of matrimonial assets. The mother will receive \$133,000 from a marriage of 3 years and 8 months which is substantial. Further, the marriage was very short and the mother ought also to exert herself and find a reasonable paying job in Singapore to regain self-sufficiency. She is only 33 this year and has a degree but she has not provided any evidence of attempts at securing better employment. In light of the uncertainty surrounding the Covid-19 pandemic and its impact on the economy, I was prepared to give the mother a further 24 months for the father to continue paying for her maintenance, accommodation and utilities expenses. This obligation shall cease thereafter. This order is an amount the father can afford and can assure the mother's wellbeing for an extended period of time in Singapore.

Child maintenance

133 The Court has previously ordered the father to pay the mother \$630 per month and bear a variety of expenses such as the child's childcare fees, medical, dental as well as the child's share of accommodation expenses and utilities. In addition, the father has to bear 100% of any extra-curricular activities and enrichment classes that the child is enrolled in subject to the mother consulting

him. If there is no agreement, the mother has the final say to enroll the child but the father needs only to bear 95% of such expenses.¹¹⁸

134 The father submits that some adjustments needs to be made to the earlier maintenance order. First, if shared care and control is awarded, the amount should be reduced. Second, the court must make it clear that the father is only to pay for half of the rental for his accommodation. Third, a monetary limit of \$500 per month should be imposed on the extra-curricular and enrichment expenses to prevent abuse. Finally, that the mother be obliged to disclose her income with supporting documents every six months for parties to discuss the appropriate contributions from time to time. The mother submits that the father should pay \$6,000 per month for the child given his considerable income.

Child maintenance to be ordered

135 The assessment for child maintenance is usually derived by considering the child's reasonable needs against the parents' respective financial capacities to pay. As the court has previously made an assessment on this issue, I did not think there was any compelling reason to depart from the orders made. I therefore order the father to continue bearing those aspects of the child's expenses that he is currently paying such as childcare fees, medical, dental, the child's share of accommodation expenses and utilities.

136 In order to further alleviate the mother's financial burden, I was of the view that it would be fair to adjust the monthly quantum of maintenance payable from \$630 to \$750. This would cover most of the child's expenses which the mother has claimed which I broadly accept to be reasonable.¹¹⁹

¹¹⁸ FC/ORC4266/2019

¹¹⁹ DAOM1 at [30]

137 The only material dispute that remains is the payments relating to extra-curricular activities and enrichment classes. The mother submits that the clause imposes her heavy burden on her as it obliges her to pay 5% in the event of disagreement.¹²⁰ I reject her contention as even if the child spends a hefty amount of \$2,000 on such extra-curricular/enrichment activities per month, the amount she has to pay is a reasonable sum of \$100. This clause also prevents abuse given that the mother is obliged to co-pay.

138 On the other hand, I reject the father's submission that there should be a monetary limit given his substantial income and there is no evidence at present to suggest that the mother has abused this clause. Moreover, she still has to pay a part of the bill if he does not consent to enrolment.

139 I therefore retain the existing payment mechanism for such activities save that if the father enrolls the child for activities during his care time, he shall fully pay for the same.

140 In summary, given their relative financial positions, I am of the view that the aforesaid orders will significantly alleviate the mother's financial burden in Singapore.

Conclusion

141 In conclusion, it is hoped that parties will be receptive to counselling that has been ordered. They remain relatively hostile to each other and often engage in petty disputes that distracts them from effective co-parenting. The child still has a long journey to adulthood. Both parents must endeavour to focus

¹²⁰ Defendant's submissions at [42]

on the child's welfare in their dealings with each other regardless of what the future holds.

142 Finally, I make no orders on costs as neither party succeeded fully in their respective positions.



District Judge



Mr Teo Jin Huang (M/S I.R.B Law LLP) for the plaintiff;
 for the defendant.

Annex A

- 1 Parties to have joint custody of the child (**“the Child”**).
- 2 Parties shall have shared care and control of the Child as follows:
 - (a) The Defendant shall have care and control of the Child from Saturdays at 7:00p.m. to Thursdays at 7:00p.m.
 - (b) The Plaintiff shall have care and control of the Child from Thursdays at 7:00p.m. to Saturdays at 7:00p.m.
 - (c) The Parties shall have care and control of the Child on Chinese New Year holidays and the Child's birthday on alternate years with the Defendant having the even years and the Plaintiff having the odd years.
 - (d) The Plaintiff is to pick up and return the Child to and from the Child's school, or the Defendant's residence, as the case may be, for all handovers.
- 3 The Child shall continue to attend the existing extra-curricular activities and enrichment classes as of the date of this order. Parties may enrol the Child for any new activities in their own parenting time with the Child.
- 4 Parties shall attend counselling at the Divorce Specialist Support Specialist Agency (DSSA).
- 5 The Defendant's prayer for relocation is dismissed.
- 6 The Plaintiff shall retain possession of the Child's passport.
- 7 The Defendant (whether by herself or by her servants or agents) shall be restrained from removing the Child from Singapore until further order, unless the Plaintiff consents to the travel.

8 The Plaintiff shall be entitled and at liberty to solely make decisions on, as well as execute all relevant / necessary documents for the purposes of applying for an extension of the Child's short-term pass, a LTVP for the Child, as well as for Singapore Permanent Residency status. The Defendant shall provide the necessary assistance to the Plaintiff in applying for the aforesaid passes, including having all of the Child's relevant documents, including but not limited to his LTVP, immigration/residency documents and/or other personal documents made available to the Plaintiff for this purpose, and the Plaintiff shall return these documents to the Defendant after the application. The Plaintiff shall keep the Defendant reasonably apprised of the status and/or outcome of such application.

9 The Plaintiff shall render all necessary assistance to the Defendant if required for any of the Defendant's attempts to secure a work and/or residency pass in Singapore.

10 In full and final settlement of the division of matrimonial assets, the Plaintiff is to pay the Defendant S\$133,000.00 within 2 weeks of the Final Judgment.

11 Each party is to retain all assets in their respective names.

12 The Plaintiff shall pay monthly child maintenance of S\$750.00 with effect from 1 April 2021 and thereafter on the 1st day of the month.

13 The Plaintiff shall continue to pay for the Child's childcare fees and related expenses directly to the childcare centre.

14 The Plaintiff shall also reimburse the Defendant any medical and dental expenses incurred by the Child, subject to the Defendant furnishing proof of such expenses within 7 days of the expenses being incurred. The Plaintiff shall thereafter reimburse the Defendant within 7 days of the receipts being furnished to him.

15 The Plaintiff shall bear 100% of the fees and expenses of any extracurricular activities and enrichment classes that the Child is enrolled in by the Defendant, subject to: (a) the Defendant consulting the Plaintiff prior to such enrolment; and (b) the Defendant providing the necessary proof that the Child has been enrolled in such classes, and continues to be so enrolled. The Plaintiff shall pay such fees and expenses to the relevant service provider where applicable. Where there is no agreement between parties in relation to the matters referred to above, the Defendant shall have the final say and the Plaintiff shall bear 95% of such expenses. The Plaintiff shall thereafter reimburse the Defendant within 7 days of the receipts being furnished to him.

16 The Plaintiff shall bear 100% of the fees and expenses of any extracurricular activities and enrichment classes that he enrolls the Child in.

17 The Plaintiff shall continue to bear the Child's share of the accommodation expenses and the utilities incurred (being half of the total amount) when he is the Defendant's care.

18 The Plaintiff shall pay the Defendant monthly wife maintenance in the sum of S\$700.00 with effect from 1 April 2021 and thereafter on the 1st day of the month for a period of 24 months.

19 In addition, the Plaintiff shall continue to bear the Defendant's share of her accommodation and utility expenses (being half of the total amount) for a period of 24 months with effect the date of this order.

20 All payments are to be made into the Defendant's POSB Account No. ending with 9319.

21 Each party shall bear their own costs.

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22 Liberty to apply.