Harjit Kaur d/o Kulwant Singh *v* Saroop Singh a/l Amar Singh
[2015] SGHCF 5

Case Number	: Registrar's Appeal from the Family Courts No 15 of 2015
Decision Date	: 20 July 2015
Tribunal/Court	: High Court
Coram	: Debbie Ong JC
Counsel Name(s)	: Lee Ee Yang (Characterist LLC) for the appellant; Seenivasan Lalita (Virginia Quek Lalita & Partners) for the respondent.
Parties	: Harjit Kaur d/o Kulwant Singh — Saroop Singh a/l Amar Singh

Family Law—Financial relief after foreign divorce—Chapter 4A of the Women's Charter

Conflict of Laws—Jurisdiction

20 July 2015

Debbie Ong JC:

Introduction

1 Prior to 2011, where a marriage has been terminated by a foreign decree, the Singapore court could not deal with the post-divorce issues such as division of matrimonial assets or maintenance for the former spouse. This was because the powers of the court to divide matrimonial assets under s 112 of the Women's Charter (Cap 353, 2009 Rev Ed) and to order maintenance under s 113 of the Women's Charter were "ancillary" to its jurisdiction to grant a divorce, nullity or judicial separation. This was a significant lacuna in the law (see Debbie Ong, "Financial Relief in Singapore after a Foreign Divorce" [1993] Sing JLS 431).

2 Today, this lacuna has been addressed by statutory changes to the Women's Charter. In 2009, the Law Reform Committee of the Singapore Academy of Law, in its report entitled *Report of the Law Reform Committee on Ancillary Orders after Foreign Divorce or Annulment* (July 2009) ("LRC Report") recommended statutory changes to provide for the gap in this area. The recommendations were accepted. The Women's Charter (Amendment) Act 2011 (Act 2 of 2011) extended the powers in ss 112, 113 and 127 of the Women's Charter to marriages which have been dissolved, annulled, or where the parties to a marriage have been legally separated by means of judicial or other proceedings in a foreign country recognised as valid under Singapore law. The new s 121B of the Women's Charter provides that parties in such situations may apply for financial relief under the new Chapter 4A of the Women's Charter. The void has been filled by these provisions.

3 The present case was an appeal against the decision of the district judge ("the District Judge") to dismiss an application for leave to apply for financial relief consequential on foreign matrimonial proceedings under s 121B of the Women's Charter. I heard the appeal in April 2015 and dismissed it. As this appeal involved new provisions recently added to the Women's Charter, I write these grounds of decision to explain how the provisions applied to the present case and my reasons for dismissing the appeal.

Facts

4 The appellant wife, referred to here as "the Appellant", and the respondent husband, referred to here as "the Respondent", married in Ipoh, Malaysia on 28 January 1995. They had no children. Their marriage subsequently broke down and the Respondent commenced divorce proceedings in Malaysia. The Malaysian court granted a *decree nisi* which was made absolute on 4 March 2014. On the same day, the Malaysian court made consent orders on financial issues reached by the agreement of the parties ("the Malaysian Order"). The orders were as follows:

> 1) the [Respondent] to transfer his undivided ½ share of the matrimonial property a Double Storey Terrace House known as No. 39, Jalan Indah 17/2, Taman Bukit Indah, 81200 Johor Bahru, Johor to the [Appellant] with no encumbrances after fully paying and discharging the existing charge on the said property. The transfer fees to be borne by the [Appellant].
>
> 2) the [Respondent] and [Appellant] to sell the property in Singapore known as Block 461, Clementi Avenue 3, #06-608 Singapore (hereinafter referred to as the Singapore property) and the [Appellant] to execute all documents relating thereto.
>
> 3) the [Respondent] to pay the [Appellant] a sum of RM250,000-00 upon selling the said Singapore Property.
>
> 4) the [Appellant] to transfer her undivided ½ share of the property known as No. 23, Jalan Sila Harimau 1/3, Bandar Selesa Jaya, Skudai, Johor to the [Respondent] and the transfer fees to be borne by the [Respondent].
>
> 5) in the interim the [Respondent] to pay a sum of SGD 750-00 a month to the [Appellant] as maintenance from the month of April 2014 until the tenants move out of the said Singapore property.
>
> 6) the [Respondent] to pay a sum of RM 1,000-00 to the [Appellant] as maintenance from the date of the tenants move out of the said Singapore property until full and final payment of RM 250,000-00 to the [Appellant].

5 The Singapore property was sold sometime in mid-2014, and there was a dispute between the parties over the release of the sale proceeds.

6 The Appellant filed an application under s 121B of the Women's Charter to have the sale proceeds of the Singapore property divided by the Singapore court. The District Judge declined to grant leave for the Appellant to commence proceedings for financial relief as she had found that the Appellant had "not proven that there [were] *substantial grounds* for leave to be granted" (at p 22 of the District Judge's grounds of decision ("GD")).

7 The Appellant filed an appeal, and the matter came before me. I was informed, at the hearing before me, that the sale proceeds were held by the Respondent's solicitors as stakeholders. It turned out that the parties had obtained an order earlier in April 2015 that the sale proceeds were not to be released pending the outcome of this appeal.

The parties' arguments

8 The Appellant submitted that there was substantial ground for leave to be granted under s 121D of the Women's Charter essentially because the Malaysian court had not ordered the division of the sale proceeds for the Singapore property. Counsel contended that the Malaysian Order could

not have dealt with the sale proceeds from the Singapore property as "it is trite law that only the court where the immovable property is situated is competent to make in rem orders over immovable property" (at paras 22–27 of the Appellant's Case). Further, it was argued that the terms of the Malaysian Order showed that the Appellant "had been inadequately provided for" and that they did not "deal with how the sale proceeds of the Singapore Property were to be distributed" (at paras 28–40 of the Appellant's Case).

9 The Respondent argued, on the other hand, that the Appellant was attempting to get more out of the pool of matrimonial assets even though she had previously consented to the division of the matrimonial assets in the Malaysian Order. Counsel submitted that the Malaysian court was fully competent to deal with the matrimonial assets both in Malaysia and in Singapore. It was further submitted that the application was without merit and it is nothing more than the Appellant's attempt to take a second bite at the cherry.

Financial relief consequential on foreign matrimonial proceedings under Chapter 4A of the Women's Charter

10 The main objective of the new Chapter 4A of the Women's Charter is to provide the court with powers to grant financial relief even though the marriage has been terminated by foreign matrimonial proceedings and there was no relief available or the relief granted by the foreign court was inadequate or not a fair one. It closes up the gap left by the ancillary character of post-divorce financial reliefs which resulted in the Singapore court having no power to grant them. If the foreign court has made some provision, the Singapore court ought to be cautious not to reopen the case and hastily adjudge the foreign order to be unfair. Due respect for comity of nations is important in this context, and the court should also be aware of the possibility that the applicant may be trying to get a second bite of the cherry.

11 Chapter 4A sets out the following regime for the application of financial relief after a foreign divorce, nullity or judicial separation. First, parties must satisfy the jurisdictional basis in s 121C. Next, leave of the court is required and in regard to this, there must be "substantial ground" for the application in order for leave to be granted (see s 121D). Finally, Singapore must be the appropriate forum to grant the reliefs (see s 121F). After fulfilling these conditions, the court may make any orders which it could have made under ss 112, 113 or 127(1) "in the like manner as if a decree of divorce, nullity or judicial separation in respect of the marriage had been granted in Singapore" (s 121G).

Obtaining leave under s 121D

12 Chapter 4A of the Women's Charter contains ss 121A to 121G. Section 121D of the Women's Charter, which governs the application for leave, provides:

> **Leave of court required for applications for financial relief**
>
> **121D.**—(1) No application for an order for financial relief shall be made unless the leave of the court has been obtained in accordance with the Family Justice Rules made under section 139.
>
> (2) The court shall not grant leave unless it considers that there is *substantial ground* for the making of an application for such an order.
>
> (3) The court may grant leave under this section notwithstanding that an order has been made by a court of competent jurisdiction in a foreign country requiring the other party to the marriage

to make any payment or transfer any matrimonial asset to the applicant or a child of the marriage.

(4) Leave under this section may be granted subject to such conditions as the court thinks fit.

[emphasis added]

13 Chapter 4A of the Women's Charter was introduced in 2011. Parliament adopted the draft Bill proposed in the LRC Report (see *Singapore Parliamentary Debates, Official Report* (10 January 2011) vol 87 at cols 2048–2049). According to the LRC Report (at para 63), the purpose of the leave requirement under s 121D is to allow the court to "assess the applicant's prospects of success" and a similar requirement in the United Kingdom ("UK") has proven in practice to be "useful in sieving out unmeritorious applications".

14 Since the LRC Report had made reference to the UK position, it would be useful to consider Part III of the Matrimonial and Family Proceedings Act 1984 (c 42) (UK) ("the UK Act") after which Chapter 4A of the Women's Charter was broadly modelled. Section 121D of the Women's Charter mirrors s 13 of the UK Act.

15 The UK Act, like its Singapore equivalent, was also preceded by a law commission report. The Law Commission report, *Family Law: Financial Relief after Foreign Divorce* (Law Com No 117, 1982) states at pp 4–6:

2.1 ... In the Working Paper we pointed out that the traditional way of ensuring that only those persons whose case has a sufficient connection with this country are entitled to invoke its legal process is by means of jurisdictional rules; but we came to the conclusion that rules wide enough to allow deserving applicants to have access to the English courts would, in absence of some further "filter", permit applications to be made in circumstances which might well be thought to be wholly inappropriate. *We therefore proposed that the leave of a judge should be required for an application to be allowed to proceed; and we set out guidelines to assist the court in exercising this discretion*.

2.2 The response to the Working Paper has led us to the view that a solution along these lines would be a satisfactory way of resolving the difficult problems considered in the Working Paper. We think that laying down guidelines for the exercise of the court's powers minimises the objections to the uncertainty necessarily involved in the exercise of a judicial discretion. We have given further consideration to the procedural aspects of the matter in an attempt to ensure, not only that the court's powers are only exercised in the appropriate cases, but also that potential respondents are adequately protected. We believe that unless such protection is available, the mere fact of issuing proceedings could confront the respondent with an acute dilemma: he might well be satisfied that he had a strong defence to the application, yet to defend it would necessarily involve him in substantial expense – particularly if (as would often be the case) he was resident abroad. *We believe it to be right to provide some measure of protection against the possibility of applications under the proposed legislation being used to exert improper pressure on respondents to settle in order to avoid the expense of contesting an application*.

...

2.5 The issue before the court on the hearing of an application for leave will be whether the applicant has established a substantial ground for the making of the application. *Essentially this will involve the court in estimating, on the basis of the applicant's uncontroverted statements,*

his prospects of success in satisfying the court that it would be appropriate for an order for financial relief to be made. The essential difference between the application for leave and the hearing of the substantive application will be two-fold. First, on the application for leave the court will normally only have one side of the story before it, and will have to proceed on the basis of the applicant's evidence alone; on the hearing of the substantive application the court will hear both sides (unless the respondent decides not to attend). Secondly, *the burden on the applicant will inevitably be somewhat lower at the stage of the application for leave than will be the case on the hearing of the substantive application*. At the first stage the applicant will merely have to satisfy the court that there is "substantial ground" for making the application; at the final stage he will have to satisfy the court that it is in all the circumstances appropriate that an order be made.

[emphasis added]

16 The UK Supreme Court in the seminal decision of *Agbaje v Akinnoye-Agbaje* [2010] 1 AC 628 ("*Agbaje*") at [33] observed, in relation to s 13(1) of the UK Act (which is the equivalent of s 121D(2) of the Women's Charter), that:

> ... the principal object of the filter mechanism is to prevent wholly unmeritorious claims being pursued to oppress or blackmail a former spouse. The threshold is not high, but higher than 'serious issue to be tried' or 'good arguable case' found in other contexts. It is perhaps best expressed by saying that in this context 'substantial' means 'solid'.

17 The purpose of requiring leave in s 121D is to serve as a "filter mechanism" to prevent unmeritorious claims, and this would require an inquiry into the applicant's prospects of success. This is considered in the light of the objective of Chapter 4A to alleviate injustice where a party connected to Singapore had no real opportunity to pursue financial reliefs in foreign matrimonial proceedings, or where no or inadequate financial provision has been provided by the foreign court.

18 When the court determines whether there is "substantial ground" under s 121D(2), it should consider if there is a substantial case for the Singapore court to grant relief, in the light of the objective of Chapter 4A. Relevant to the court's consideration are the powers of the foreign court to grant financial relief, the orders made thereunder and the relevant circumstances such as the reason why such orders or no orders were made. The court should also consider whether Singapore is the appropriate forum for the application, having regard to all of the circumstances, and in particular, the factors under s 121F: see *Agbaje* at [71]; *Holmes v Holmes* [1989] 1 Fam 47 ("*Holmes*") at 53.

19 The applicant would need to show that he has a "substantial" or "solid" case which is higher than "serious issue to be tried" or "good arguable case" (see *Agbaje* at [33]). However, "a 'substantial' or 'solid' case, contrasted with a case which is 'wholly unmeritorious', is not a case requiring a 50% chance of success" (*per* Munby LJ in *Francesco Traversa v Carla Freddi* [2011] EWCA Civ 81 ("*Traversa*") at [53]). This filter stage "does not call for a rigorous evaluation of all the circumstances that would be considered once the application has passed through the filter" (*per* Thorpe LJ in *Traversa* at [30]). This would have to be balanced against the principle of comity of nations, the exercise of caution not to undermine orders made by foreign courts and not to allow forum shopping.

20 Before the court makes an order for financial relief, s 121F requires the court to be satisfied that it is appropriate for the Singapore court to make the orders. Section 121F(1) provides that:

> … the court shall consider whether in all the circumstances of the case, it would be appropriate

> for such an order to be made by a court in Singapore, and if the court is not satisfied that it would be appropriate, the court shall dismiss the application.

Section 121F(2) goes on to enumerate nine matters to which the court shall have particular regard. These factors in s 121F(2) ought also to be considered at the stage where the court is deciding whether to grant leave. In *Holmes*, the court was of the view that if the application must flounder at the first hurdle of s 16(1) of the UK Act (which parallels s 121F of the Women's Charter), then it would be wrong for the court to grant leave to apply in the first instance (at 53H–54A). The factors in s 121F(2) of the Women's Charter are consistent with the doctrine of *forum non conveniens*. Section 121F is not a wholesale application of the *forum non conveniens* principles but contains factors common with those used by the court in determining the stay of proceedings (see *Agbaje* at [50]). Thus, leave should not be granted if it is clear that Singapore is not the appropriate court to grant the reliefs.

Where no financial relief ordered in the foreign court

21 Situations where no financial relief has been obtained in the foreign court that had heard the matrimonial proceedings may be an indication of inadequacy of provision that would justify the grant of leave. However, the court does not automatically grant leave but will consider all the circumstances. There can be a myriad of reasons why no financial relief was granted by the foreign court. It could be that the foreign law does not provide for such a remedy or that the applicant had chosen not to apply for relief in that court in the hope of obtaining a more favourable award elsewhere. The latter could constitute forum shopping. A party may also be attempting to obtain some further advantage by an application under Chapter 4A. In *N v N (Overseas divorce: financial relief)* [1997] 1 FCR 573, no order for financial provision was made in the foreign court which had granted the divorce. Prior to the marriage, the parties who were both Swedish nationals entered into a prenuptial agreement which provided that all property acquired by each of them for or during their marriage should be the individual property of the party by whom it was acquired with the other having no right to such property. The wife then received a large inheritance. The parties subsequently divorced in Sweden. No ancillary orders were made as neither party applied to the Swedish court for such relief. The husband successfully obtained leave for financial relief under Part III of the UK Act. On the wife's application, the court set aside the leave and held that (at 586–587):

> ... Whilst there may have been issues and still may be issues as to whether certain of the further proceeds were appropriately dealt with by the wife and/or shared by her with the husband, *I consider that the omission by the husband to have these matters dealt with in the Swedish court would outweigh the other considerations arising under s 16 such that the court would not regard it as appropriate for an order to be made in the English court*. Furthermore, the Swedish court, in my view, is the appropriate court in which to decide the effect of the prenuptial agreement. It would be binding in Sweden as against being no more than a material consideration in this court under s 25 of the Matrimonial Causes Act 1973. Indeed, by coming to this court *the husband may obtain an advantage* in that the court here in considering its award can step outside the constriction of the prenuptial agreement and may grant the husband more than his entitlement under Swedish law by taking into consideration the wife's overall assets, including her inheritance from her father, a matter expressly excluded from the husband's reach by the prenuptial agreement.
>
> For the reasons which I have given I do not consider that the husband in the circumstances of this case has made out that there is a substantial ground under s 13. I repeat what Butler-Sloss, LJ said in *Hewitson* [1995] 2 FCR 588 at p 592A, namely that *the object of the 1984 Act was to mitigate disadvantage and not to give extra advantage to a particular group of applicants*. ...

[emphasis added]

Thus leave may be refused if a party would obtain an additional advantage by such an application. The court should take into account all the circumstances and exercise its discretion based on the specific facts that each case presents.

Where financial relief has been ordered by foreign court

22 Where financial relief has already been made by the foreign court, the courts must be cautious not to make any order that will allow a party to have a second bite of the cherry or offend the fundamental rule of comity as between courts of competent jurisdiction. The UK Supreme Court in *Agbaje* observed that it is "not the intention of the legislation in England and Wales to allow a simple 'top-up' of the foreign award so as to equate with an English award" (at [65]). A few English cases demonstrate this point further. In *Agbaje*, Lord Collins of Mapesbury JSC was of the view that "mere disparity" between the foreign award and what would be awarded on an English divorce would be "insufficient to trigger the application of Part III" (at [72]). In similar vein, the Court of Appeal in *Holmes* refused the wife's application for leave where the husband had commenced divorce proceedings in New York, and the court in New York had made orders for maintenance as well as orders relating to the two properties, one in New York and one in England (where the wife was residing). Purchas LJ explained at 57–58 that:

> ... the court must always be slow to interfere with a competent court seized of the matter, as was the Supreme Court of the State of New York, which has made orders which are clearly enforceable, which is capable of enforcing them, and has dealt with the matter on a reasonably careful assessment of all the features.

However, where there is an inadequate award, leave may be given. In *M v L (Financial relief after overseas divorce)* [2003] 2 FLR 425, the parties were divorced in South Africa and the court only made a maintenance order for the children. The former wife brought an application under Part III of the UK Act. In granting leave, Coleridge J considered that "this wife has scarcely had a first nibble let alone a bite of the cherry" (at [37]).

23 Apart from the inadequacy of the relief *per se*, it may be possible for an applicant to show that there is a case for leave to be granted resulting from the manner in which the financial relief was obtained. In *A v S (Financial relief after overseas US divorce and financial proceedings)* [2003] 1 FLR 431, leave was granted on the basis that there was the question of the wife allegedly relying on the husband having made a promise or statement of intention which was not ventilated in the foreign court. However, it should be borne in mind that the courts would not lightly consider foreign law or an order of a foreign court to be unjust. In *M v M (Financial provision after foreign divorce)* [1994] 2 FCR 448, the wife obtained modest financial relief in France but there were concerns with non-disclosures by the husband. Thorpe J set aside leave on the basis that the mere fact that the foreign jurisdiction did not impose a similar duty with respect to disclosure was not a reason for granting leave. He opined that (at 457):

> However, these cases must not be decided on the basis of compassion for a seemingly disadvantaged mother ...
>
> ... Wisely or unwisely she has pursued her financial rights in [the court in Versailles] to a very full extent. The court at Versailles is a court of competent jurisdiction in one of our nearest neighbouring friendly states and the principles of comity require that I should recognize and respect its orders. It is not for me to detect chauvinistically benefits, advantages, or superiorities

in our system for determining financial claims over the system which has evolved in that neighbouring jurisdiction. It offends commonsense as well as principles of comity that any litigant should be free to start again from scratch in this jurisdiction, having taken financial claims to realistic conclusion within the French system.

24 It appears that an applicant may also have recourse to Chapter 4A if enforcement remedies in the foreign jurisdiction were manifestly inadequate or reciprocal enforcement remedies were ineffective (see *Jordan v Jordan* [2000] 1 WLR 210). However, the courts should generally refrain from granting leave if there are possible methods of enforcing the financial relief granted by the foreign court, even though they may be more inconvenient or costly.

Summary of the principles

25 The cases referred to provide guidance to the court in the exercise of its discretion in granting leave under s 121D, and each case would have to be decided on its specific facts. The court need only be satisfied that the applicant has a "substantial" or "solid" case before leave is granted but it must give regard to the fundamental rule of comity as between courts of competent jurisdiction. Further, the court ought not to merely top up an award already given by a competent foreign court. Finally, the court should also consider whether Singapore is the appropriate forum for the application, having regard to all of the circumstances, and in particular, the factors in s 121F(2).

Application of the law to the present facts

26 The present case involved financial relief which had been ordered by the Malaysian court. The Appellant contended that only the Singapore court can deal with the Singapore property, and that if leave was declined, then no court can or will deal with the sale proceeds of the Singapore property. I note that while the argument is that the Malaysian courts could not make an order *vis-à-vis* the Singapore property, no evidence on Malaysian law has been adduced at the hearing before me. Instead, the parties proceeded to argue based on Singapore law (presumably on the basis that they are similar on this issue). It is well accepted in Singapore that the court does not have the jurisdiction to entertain proceedings involving the determination of title to foreign land (see *Murakami Takako (executrix of the estate of Takashi Murakami Suroso, deceased) v Wiryadi Louise Maria and others* [2009] 1 SLR(R) 508 at [9]). This is commonly known as the *Moçambique* rule (from the eponymous case of *British South Africa Company v Companhia de Moçambique* [1893] AC 602). However, Chapters 4 and 4A of the Women's Charter involve the court exercising jurisdiction *in personam* against a party who is amenable to the court's jurisdiction. They do not offend the *Moçambique* rule. Professor Tan Yock Lin in *Conflicts Issues in Family and Succession Law* (Butterworths Asia, 1993) observed that (at 531):

> ... where in a divorce case the court is called upon to provide ancillary relief and the former husband has immovable property abroad, the court has jurisdiction to make an order affecting the foreign immovable.

If the Malaysian court had taken the same view, then the order may be interpreted as one in which the Singapore property was also divided.

27 I was of the view that when the Singapore court grants financial relief under ss 112 and 113 of the Women's Charter, the fact that a property is outside the territorial jurisdiction of Singapore alone should not disentitle the court from making orders over assets that *include* foreign property. As a matter of practice, the courts have taken into account the value of the foreign property when it pools together the parties' matrimonial assets for determination under s 112. For example, in *Yeo*

Chong Lin v Tay Ang Choo Nancy[2011] 2 SLR 1157, the property in Gold Coast, Australia, was held to be part of the pool of matrimonial assets available for division. Thus, the ultimate share awarded to the wife would be a share of the total value of matrimonial assets which included the foreign property. This avoids any potential enforcement issues in respect of foreign property.

28 In the present case, if the order of the Malaysian court had taken this approach, then the Singapore property would have already been taken into account in its division order, despite the absence of a direct order on the property itself. The Malaysian court had made its order based on what the parties had consented to. The Appellant submitted that the Malaysian Order had not provided for the division of the Singapore property and the parties' intention was to have the Singapore court divide the Singapore property. It was argued by the Appellant that as there was nothing expressly stating how the Singapore property or proceeds were to be divided, the order should not be interpreted as having provided for the division of the Singapore property. Counsel highlighted that cl 3 uses the word "upon" not "from" sale proceeds and submitted that the sum of RM250,000 to be paid to the Appellant was a provision for lump sum maintenance.

29 The Respondent, on the other hand, submitted that all of the matrimonial assets had been considered when the parties reached agreement. The various clauses, including cl 1 which provides that the Appellant receives the Malaysian property and cl 3 on RM250,000 being paid to the Appellant upon selling the Singapore property, were all part of the global agreement made in full and final settlement of the financial arrangements. The Respondent pointed out that the description "lump sum maintenance" was not used in cl 3. It was argued that the parties had agreed that the Appellant would receive RM250,000 from the sale of the Singapore property and there was even a clause that dealt with the sale of the Singapore property. Thus, the Singapore property had been contemplated by the parties in reaching the agreement.

30 I was of the view that the District Judge had taken a reasonable interpretation of the Malaysian Order in finding that it had "addressed the issue of the Singapore property" (at p 21 of the GD). Clause 2 directed the sale of the Singapore property and this sale had been contemplated by the parties when they reached the agreement. The Singapore property is specifically referred to in the Malaysian Order. Indeed, the counsel for the Appellant confirmed that the Appellant would be getting about 35% of the total matrimonial assets if the sum of RM250,000 referred to in cl 3 was included in the computations. Had a case with roughly similar factual matrix and no international elements come before a Singapore court, such a division proportion would be within the range of a just and equitable division. Accordingly, I find that it was not an appropriate case for leave to be granted as that would be tantamount to re-opening the case for the Appellant to have a second bite of the cherry.

Conclusion

31 For the reasons stated above, I found that the District Judge was correct in finding that there was no substantial ground for leave to be granted. The foreign court had made orders for financial relief and there was nothing inadequate or unfair about the Malaysian Order. The Singapore property had been included in the Malaysian Order which was made by consent of the parties. I therefore dismissed the appeal.

32 The submissions were substantial as the issue is a new one under the Women's Charter. Costs of this appeal fixed at $3,500 are awarded to the Respondent and this sum shall be deducted from the Appellant's entitlement to the sale proceeds of the Singapore property.